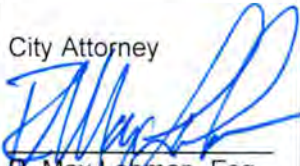







**CITY OF PALM BEACH GARDENS
CITY COUNCIL
Agenda Cover Memorandum**

**Meeting Date: September 19, 2019
Resolution 60, 2019**

Subject/Agenda Item: Award of a Public Private Partnership Agreement with Palm Beach North Athletic Foundation, Inc. for the Development of an Indoor Recreational Facility at the Gardens North County District Park in the City of Palm Beach Gardens, Florida.

Recommendation to APPROVE
 Recommendation to DENY

<p>Reviewed by:</p> <p>City Attorney  R. Max Lopman, Esq.</p> <p>Finance Administrator  Allan Owens</p> <p>Deputy City Manager  Stephen Stepp</p>	<p>Originating Dept.: Community Services</p> <p> David Reyes Community Services Administrator</p>	<p>Total Cost: \$0 (No cost to City or County)</p>	<p>Council Action:</p> <p><input type="checkbox"/> Approved <input type="checkbox"/> Approved w/ Conditions <input type="checkbox"/> Denied <input type="checkbox"/> Continued to:</p>
<p>Submitted by:</p> <p>Department Director  Charlotte Presensky Leisure Services Administrator</p>	<p>Advertised: RFP2018-050CS</p> <p>Date: September 19, 2018</p> <p>Paper: The Palm Beach Post</p> <p><input type="checkbox"/> Not Required</p>	<p>Funding Source:</p> <p><input type="checkbox"/> Operating <input type="checkbox"/> Other <input checked="" type="checkbox"/> Not Applicable</p>	<p>Attachments:</p> <ul style="list-style-type: none"> Resolution 60, 2019 - Exhibit "A": Public Private Partnership Agreement
<p>Approved by: City Manager  Ronald M. Ferris</p>	<p>Affected parties</p> <p><input type="checkbox"/> Notified <input checked="" type="checkbox"/> Not Required</p>	<p>Contract/Agreement:</p> <p>Effective Date: <u>September 19, 2019</u></p> <p>Expiration Date: <u>January 22, 2068</u></p> <p>Budget Acct.#: N/A</p>	

BACKGROUND: The City of Palm Beach Gardens has a 50-year Lease Agreement with Palm Beach County for the lease and development of certain recreation facilities on land known as the Gardens North County District Park, located on 117th Court North in the City. Phase 1 of the development involves the creation of several soccer fields, parking, concession, and infrastructure. Phase 2 primarily involves the development of an indoor recreational facility. The City received several inquiries and expressions of interest from various private groups that wanted to develop and operate a recreational facility on the premises. Pursuant to the public private provisions of Section 287, *Florida Statutes*, the City publicly advertised a competitive Request for Proposals (RFP) to secure responses from qualified Proposers for the design, construction, operation, and maintenance of the indoor recreational facility on the area of land proposed for the development. The City seeks a long-term partner as part of a public private partnership that has the resources and ability to develop and operate the facility. The City shall not commit any type of public financial resources or guarantee any credit or financing for the facility for this Project.

Two proposals were received in response to the RFP. However, one proposal was deemed non-responsive for lack of submission of the required proposal bond. The only responsive and responsible proposal received was submitted by Palm Beach North Athletic Foundation, Inc. (the "Foundation"). The Selection Committee, comprised of City staff, Palm Beach County staff, and the Palm Beach County Sports Commission, recommended that the City negotiate an agreement with the proposer. Subsequent to further discussions and negotiations, the City intends to execute a Public Private Partnership Agreement with the Foundation for the development of the indoor recreational facility. During the evaluation, review, and recommendation process, the City engaged staff from the County and Sports Commission on both the Selection Committee and Negotiation Team. The Foundation shall design, construct, operate, and maintain the facility. Although the City and County shall have no financial commitments for the development of the Project, the City may assist the Foundation with obtaining grant and bond financing, when applicable. The indoor recreational facility may be constructed in phases, and there are milestones for funding levels and design and construction established in the Agreement. If these milestones are not met, the City has the right to terminate the Agreement.

The indoor recreational facility shall be developed as the previously planned Phase 2 of the Gardens North County District Park Project. The City is several years ahead of the timeline for development of this Project. The facility will include a variety of indoor sports amenities, including, basketball, volleyball, pickleball, futsal, squash, fitness/group classes, children sport camps, walking/jogging trails, lacrosse, gymnastics, wrestling, cheerleading, rock climbing, indoor baseball, agility training, dance, ice skating, figure skating, hockey, curling, and indoor golf. The City will own the facility at the end of the first term of the Lease Agreement and may choose at that time to lease the facility back to the Foundation. The development of the facility is estimated to cost approximately Forty-Three Million Dollars (\$43,000,000).

The terms of the Lease Agreement require the City to obtain approval of the Public Private Partnership Agreement from the County. If City Council approves the Resolution for this Project, the Resolution and draft final Public Private Partnership Agreement shall be submitted to Palm Beach County for approval. Subsequent to approval by the County, the City Manager shall execute the Agreement.

STAFF RECOMMENDATION: Staff recommends approval of Resolution 60, 2019 as presented.

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RESOLUTION 60, 2019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM BEACH GARDENS, FLORIDA, APPROVING A PUBLIC PRIVATE PARTNERSHIP AGREEMENT WITH PALM BEACH NORTH ATHLETIC FOUNDATION, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, TO DEVELOP AN INDOOR RECREATIONAL FACILITY AT THE GARDENS NORTH COUNTY DISTRICT PARK, SUBJECT TO THE APPROVAL OF THE AGREEMENT BY PALM BEACH COUNTY, FLORIDA; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Palm Beach Gardens has a 50-year Lease Agreement with Palm Beach County for the lease and development of recreational facilities at the Gardens North County District Park located at 117th Court North, Palm Beach Gardens, Florida; and

WHEREAS, Phase 1 of the development involves the creation of several soccer fields, parking, concession, and other infrastructure; and Phase 2 primarily involves the development of an indoor recreational facility; and

WHEREAS, the City received several inquiries from various private groups interested in developing and operating a recreational facility on the premises under a public private partnership; and

WHEREAS, pursuant to the public private partnership provisions of Section 287.05712, *Florida Statutes*, the City publicly advertised a competitive Request for Proposals to secure responses from qualified proposers for the design, construction, operation, and maintenance of the indoor recreational facility on the area of land proposed for the development; and

WHEREAS, the only responsive and responsible proposal received was submitted by Palm Beach North Athletic Foundation, Inc. (the "Foundation"), and the Selection Committee, comprised of City staff, Palm Beach County staff, and the Palm Beach County Sports Commission, recommended that the City negotiate an agreement with the Foundation; and

WHEREAS, after discussions and negotiations, the City intends to execute a Public Private Partnership Agreement with the Foundation for the development of the indoor recreational facility; and

WHEREAS, pursuant to the terms of the Lease Agreement with the County, the City must obtain prior approval from the County for this Agreement; and

1 **WHEREAS**, the City Council deems approval of this Resolution to be in the best
2 interests of the health, safety, and welfare of the residents and citizens of the City of Palm
3 Beach Gardens and the public at large.
4

5
6 **NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY**
7 **OF PALM BEACH GARDENS, FLORIDA, that:**
8

9 **SECTION 1.** The foregoing recitals are hereby affirmed and ratified.
10

11 **SECTION 2.** The City Council hereby approves the award of a Public Private
12 Partnership Agreement with Palm Beach North Athletic Foundation, Inc. for the
13 development of an indoor recreational facility at the Gardens North County District Park,
14 attached hereto as Exhibit "A", consistent with the needs and vision of the City and the
15 requirements described in the Request for Proposals that is included as part of the Public
16 Private Partnership Agreement. The City Council specifically authorizes the City Manager
17 to execute the Agreement and all documents necessary to effectuate the Agreement,
18 after written approval for this Agreement is received from Palm Beach County.
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20 **SECTION 3.** This Resolution shall become effective immediately upon adoption.
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23 (The remainder of this page intentionally left blank.)
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PASSED AND ADOPTED this ____ day of _____, 2019.

CITY OF PALM BEACH GARDENS, FLORIDA

BY: _____
Mark T. Marciano, Mayor

ATTEST:

BY: _____
Patricia Snider, CMC, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
R. Max Lohman, City Attorney

VOTE:

AYE NAY ABSENT

MAYOR MARCIANO	_____	_____	_____
VICE MAYOR LITT	_____	_____	_____
COUNCILMEMBER MARINO	_____	_____	_____
COUNCILMEMBER WOODS	_____	_____	_____
COUNCILMEMBER LANE	_____	_____	_____

EXHIBIT "A"



City of Palm Beach Gardens
10500 North Military Trail
Palm Beach Gardens, FL 33410

**PUBLIC PRIVATE PARTNERSHIP AGREEMENT
FOR THE
DEVELOPMENT OF AN INDOOR RECREATIONAL FACILITY
AT THE GARDENS NORTH COUNTY DISTRICT PARK**

AGREEMENT NO. RFP2018-050CS

THIS AGREEMENT is made and entered into this ____ day of _____, 2019 (the "effective date") by and between the **City of Palm Beach Gardens**, a Florida municipal corporation (hereinafter referred to as "City"), located at 10500 North Military Trail, Palm Beach Gardens, Florida 33410, and **Palm Beach North Athletic Foundation, Inc.**, a Florida Not For Profit Corporation (hereinafter referred to as "Foundation"), with its principal address at 11300 US Highway One, Suite 500, Palm Beach Gardens, Florida 33408.

WHEREAS, City and Foundation desire to enter into a public private partnership for the development, construction, and operation of an Indoor Recreational Facility, in accordance with the City's Request for Proposals, RFP2018-050CS, Development of the Gardens North County District Park Indoor Recreational Facility, and Foundation's response thereto, which are attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, subject to the requirements and provisions of Chapter 255.065, *Florida Statutes*, City held several recorded meetings with Foundation to discuss and negotiate the details, terms, and conditions of the proposed Project, as defined herein; and

WHEREAS, after such discussions and negotiations, City and Foundation agreed, in principle, to move forward with the Project for the development of an Indoor Recreational Facility at the Gardens North County District Park; and

WHEREAS, to facilitate the development, operation, and maintenance of the Indoor Recreation Facility, City agrees to lease a portion of, and grant certain easements, rights, and privileges with respect to the property to Foundation upon and subject to the conditions and limitations hereinafter expressed (such lease being referred to herein as the "Ground Lease").

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, City and Foundation agree as follows:

ARTICLE 1. DEFINITIONS.

For the purposes of this Agreement and the various covenants, conditions, terms, and provisions that follow, the definitions set forth below are assumed to be true and correct and are agreed upon by the parties:

- 1.1 **ANCILLARY REVENUE:**
Ancillary revenue sources shall be income derived from such activities as Food & Beverage, Performance/Fitness Center, retail, Sports Medicine, Sponsorships, and Charitable Contributions.
- 1.2 **CHANGE ORDER:** A written document ordering a change in the contract price or time or a material change in the work issued subsequent to this Agreement, as determined by the Project Manager.
- 1.3 **CITY:** City of Palm Beach Gardens, a Florida municipal corporation.
- 1.4 **CONSULTANT:** A registered architect, professional engineer, professional land surveyor, civil engineer, planner and/or registered landscape architect who has contracted with or who is employed by City or Foundation to provide professional services for the design or construction of the Project and who is licensed by the State of Florida to provide said services.
- 1.5 **CONTRACT:** This Agreement between City and Foundation for this Project, including the ground lease, all as set forth herein. As used herein, the term Contract shall mean the same as Agreement.
- 1.6 **CONTRACTOR:** A general contractor hired by Foundation for the construction of the Project and who is licensed by the State of Florida to provide said services.
- 1.7 **CONTRACT DOCUMENTS:** Foundation's proposal, including plans, specifications, drawings, and/or other written or graphic materials that are to be developed by the consultant as part of the record of this Agreement; this Agreement, the performance and payment bond, the design documents, the construction documents, the Purchase Order, and any additional documents relevant to the Project and are required by this Agreement.
- 1.8 **COUNCIL:** City Council, which is the governing body of the City of Palm Beach Gardens, Florida.
- 1.9 **COUNTY:** Palm Beach County, Florida, a political subdivision of the State of Florida.

- 1.10 **FOUNDATION:** Foundation is the private entity which submitted to City a proposal under RFP2018-050CS, for the Development of the Gardens North County District Park Indoor Recreational Facility. Foundation shall perform the work pursuant to this Agreement, and is the person, firm/entity, or corporation primarily liable for the acceptable performance of and payment of all legal debts pertaining to the Project. All references in the Contract Documents to third parties under contract or control of Foundation shall be deemed to be a reference to Foundation. Foundation shall be responsible for the provision, installation, and performance of all equipment and materials, and Foundation is in no way relieved of the responsibility for the performance of all equipment furnished.
- 1.11 **DESIGNATED REPRESENTATIVE:** An authorized representative of Foundation assigned to represent Foundation on this Project. The initial authorized representative shall be Jeff Campol.
- 1.12 **FACILITY or INDOOR RECREATIONAL FACILITY:** An approximately two hundred thousand square feet (200,000 sq. ft.) Indoor Recreational Facility to be constructed on lands owned by Palm Beach County and leased to City located at 5101 117th Court North in the City of Palm Beach Gardens. Construction of the Facility may be completed in phases.
- 1.13 **FIELD ORDER:** A written order issued by the Project Manager that orders minor changes in the Project but that does not involve a change in the total cost or time for performance.
- 1.14 **FINAL COMPLETION:** The date that all construction work on the Facility is fully and finally complete.
- 1.15 **FORCE MAJEURE:** Acts of God; hurricane; war; acts of terrorism; civil commotion; fire or other casualty; labor difficulties; shortages of labor, materials or equipment; government regulations; or other causes beyond such party's reasonable control.
- 1.16 **INSPECTOR:** An authorized representative of City assigned to make necessary inspections of materials furnished by Foundation and of the work performed by Foundation.
- 1.17 **MATERIAL:** Materials incorporated in this Project that are used or consumed in the performance of the work.

- 1.18 **NOTICE OF COMPLETION:** The date certified by Consultant that all conditions of the permits and regulatory agencies have been met, all construction, reconstruction, or rehabilitation, including corrective work, has been performed, and all administrative requirements of the Contract Documents have been completed, and City has received from Foundation a release of all liens, release of surety, certificate of indemnification by Foundation, release of claims by contractors, and corrected as-built drawings.
- 1.19 **NOTICE TO PROCEED:** A written Notice to Proceed issued by the Project Manager.
- 1.20 **PLANS AND/OR DRAWINGS:** The official graphic representations of this Project that, upon written approval of the Project Manager, shall become a part of the Contract Documents, as well as the preliminary plans and drawings and renderings of the Project and the preliminary outline specifications and plans for the design-build services for the Project that shall be prepared by Foundation, and shall be made a part of the Contract Documents upon approval by the Project Manager. The plans and specifications shall include the design development documents and construction documents to be approved by the Project Manager as provided in this Agreement.
- 1.21 **PRIMARY REVENUE:** Revenues generated through all sports-related activities at the Facility, including, but not limited to, memberships, user fees, admission fees, and programs fees. Primary Revenue shall not include any fees that are not directly related to sports and recreation programs or activities. Primary revenue sources shall include Ice Programs, Gym Programs, Court programs, and Turf programs.
- 1.22 **PROJECT:** The Project is the design, construction, operation, and maintenance of an Indoor Recreational Facility at the Gardens North County District Park, as described herein and in accordance with the Contract Documents, complete with all appurtenances required to perform the work, including without limitation, construction services and labor, materials, and equipment necessary or used or incorporated in the construction, in accordance with the Contract Documents and as is required or reasonably inferred from them. The Project includes the work, services, and labor, and the goods, materials, tools, supervision, and equipment to be provided, and the cleanup, removal, and disposal of all debris, trash, and other material so as to leave the facilities in a clean and ready-to-use condition; and the operation and maintenance thereof by Foundation.
- 1.23 **PROJECT MANAGER:** Unless otherwise explicitly stated, all contract duties, contract responsibilities, and contract communications of City shall be made through the City Engineer as Project Manager. The foregoing sentence shall not apply to City construction inspections made to assure compliance with applicable regulatory law and which City conducts in a governmental regulatory capacity.

- 1.24 **SUBCONTRACTOR:** The person or corporation having a direct contract with the Contractor, including one who furnishes material worked to a special design according to the Contract Documents for this Project, but does not include one who merely furnishes material not so worked.
- 1.25 **SUBSTANTIAL COMPLETION:** The date certified by City that all conditions of the permits and regulatory agencies have been met, all construction, reconstruction, or rehabilitation (except minor corrective work) has been performed, and City has issued a Certificate of Occupancy; and the Facility is able to be used for its Intended Use.
- 1.26 **SURETY:** The surety company or individual that is bound by a contract bond with and for Foundation who is primarily liable, and which surety company or individual is responsible for Foundation's acceptable performance of the work under the contract and for the payment of all debts pertaining thereto per Chapter 255.05, *Florida Statutes*.

ARTICLE 2. GENERAL INTENTION AND UNDERSTANDING.

- 2.1 It is the intent of the Contract Documents to describe a functionally complete Project to be designed, constructed, operated, financed, owned, and maintained by Foundation in accordance with the Contract Documents. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result, shall be supplied by Foundation 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 laws or regulations of any governmental authority, whether such reference is specific or by implication, shall mean the standard specification, manual, code, laws, or regulations in effect at the time of the date of the execution of this Agreement.

County shall be deemed to have privity of contract with Foundation under this Agreement, and references to City in the Agreement, shall also be deemed to be references to County, as may be properly and legally construed to protect the interests and indemnification rights of County. City affirms, to the best of its knowledge, that nothing contained in this Agreement conflicts with the Inter-Local Lease Agreement between City and Palm Beach County entered into between City and County on or about January 29, 2018 (the "Inter-Local Lease").

- 2.2 This is a public-private partnership Project. As such, the parties agree and understand that after the expiration of the Agreement, except as otherwise provided herein, ownership of the Indoor Recreational Facility will revert to City, free and clear of all claims by Foundation or any other related entity.

- 2.3 City will have no obligation to provide any financial assistance or monetary support for the development of this Project. City is not and shall not be responsible for any costs related to the design, construction, operation, or maintenance of the Indoor Recreational Facility during the term of this Agreement, except as specifically set forth herein. The foregoing shall not preclude City from waiving any City fees in accordance with Section 2.11, as may be required of a private party developing and constructing within City.

City shall not be obligated to provide any kind of bonding support, credit guarantees, or any type of financial commitments for the development of this Project

- 2.4 Foundation shall design, construct, operate, and maintain the Facility to the satisfaction and standards of City, as set forth herein and consistent with City's design, construction, operation and maintenance of The Gardens North County District Park.

- 2.5 The public shall have access to and use of the Facility as set forth herein. Foundation shall develop a non-discrimination policy and applicable processes and procedures to allow the public to access and use the Facility. Furthermore, Foundation shall assure and certify that it will comply with the Title VI of the Civil Rights Act of 1964, as amended, and Palm Beach County Resolution No. R92-13, and shall not discriminate against any individual on the basis of their race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information, with respect to any activity occurring on the District Park Property or conducted pursuant to this Lease. Foundation warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression or genetic information. Foundation shall conform to the County's non-discrimination policy as provided in R-2014-1421, as may be amended.

Foundation shall comply will all applicable American with Disabilities Act provisions and shall ensure that reasonable accommodations are made for all users of the Facility.

- 2.6 The individual and group programming that is offered by Foundation shall be available and open to the public. The recreation activities shall be conducted according to policies, procedures, and costs developed by Foundation; provided such policies and procedures are not in conflict with City's policies and procedures. City shall not be responsible for providing staff, additional facilities (outside of this Agreement), or the collection of fees for Foundation.

- 2.7 The Facility shall be used for recreational programs and activities, and related food and beverage and other support operations, as outlined and described in Foundation's proposal, Exhibit "A," as may be amended ("Intended Use"). City shall have no right to modify or change the Intended Use, except as provided by law or ordinance. At Foundation's discretion, the Intended Use may be developed and constructed in multiple phases, as set forth in Exhibit "C."

Additionally, the Foundation shall not be in default or breach of this Agreement in the event that the Phase II fundraising milestones as set forth in Exhibit "C" are not satisfied; provided, however, the Foundation shall use all commercially reasonable and good faith efforts to ensure that Project is completed in accordance with the development and construction milestones set forth herein.

Notwithstanding the foregoing, the Foundation shall complete Phase 2 on or before December 31, 2028.

The fees associated with this Agreement are specifically related to the Intended Use. Foundation shall retain all revenues collected as part of its business operations.

- 2.8 After the construction phase of the Project is completed and Foundation has begun operating the Facility, City's Leisure Services Administrator or designee shall perform the functions of Contract/Project Manager during the remaining term of the Agreement. All issues related to the operation and maintenance of the Facility shall be handled through the Leisure Services Department.
- 2.9 By executing this Agreement, Foundation agrees and understands that the property is owned by the County and leased by City through a Lease Agreement for a certain number of years. The terms and conditions of the Lease Agreement are made a part of this Agreement, and further incorporated by reference pursuant to the terms of the Request for Proposal.
- 2.10 Foundation understands that the Property is in its natural state and no infrastructure work has been performed on the land. Foundation shall be responsible for all preparatory and infrastructural work, including any earthworks, site works, planning, surveying, utility connections, and any pre-construction work necessary to make the site ready for construction of the Facility.
- 2.11 City hereby waives any and all applicable development and construction fees for this project that can be waived, as allowed by applicable law, including, but not limited to, application fees, review fees and impact fees. In the event that such fees cannot legally be waived by City, the construction and development of this project shall otherwise be considered as though it were a City project.

- 2.12 City shall not, at any time during the term of this Agreement, including the term of the Ground Lease, as set forth in Article 50, commence any eminent domain or condemnation proceeding which would impact or affect the Facility, or any part thereof.

ARTICLE 3. CONTRACT DOCUMENTS.

- 3.1 The Contract Documents shall be followed in strict accordance as to work, material, and dimensions, except when the Project Manager may authorize an exception in writing. Approval of requests by Foundation for exceptions to the Contract Documents shall not be unreasonably withheld.
- 3.2 Dimensions given in figures are to hold preference over scaled measurements from the drawings; however, any discrepancies shall be clarified and resolved by the Project Manager. Contractor shall not proceed when in doubt as to any dimension or measurement but shall seek clarification from the Project Manager.
- 3.3 Foundation shall maintain four (4) copies of the Contract Documents, two (2) of which shall be preserved and always kept accessible to the Project Manager or his/her authorized representative.
- 3.4 This Contract incorporates by reference Foundation's proposal, including any addenda or revisions that have been presented to and accepted by City in writing. In the event of any conflict between such proposal and this Contract, this Contract shall prevail.

ARTICLE 4. OWNERSHIP OF DESIGN MATERIALS AND DOCUMENTS.

All design materials and documents shall remain the property of Foundation. However, Foundation shall provide to City copies of all such design materials and documents, including any updates or changes during the term of this Agreement.

ARTICLE 5. PROJECT DEVELOPMENT SCOPE.

- 5.1 Foundation hereby agrees to engage the consultants and the contractors necessary for the design, permitting and construction of an approximately two hundred thousand square feet (200,000 sq. ft.) Indoor Recreational Facility on County-owned land leased by City at Gardens North County District Park, 5101 117th Court North, Palm Beach Gardens, Florida, inclusive of furnishing land surveying, utilities, parking, stormwater, labor, materials, equipment, and other services necessary to perform all of the work to develop and operate the Facility. The Facility shall be located in the general area identified in the drawings, including any additional drawings and addenda thereto, to be constructed in accordance with the requirements and provisions of the Contract Documents.

- 5.2 The Facility shall be designed to reflect or complement the general architectural language of the surrounding buildings and City's Tennis Center, and shall conform to all applicable building codes and construction requirements for public buildings in the State of Florida.
- 5.3 Foundation agrees to meet with City at reasonable times and with reasonable notice during the term of this Agreement, and specifically during the design and construction phase of the Facility.
- 5.4 Prior to the Final Completion of construction services under this Agreement, there shall be established a record set of plans and specifications, that shall bear the approval of Foundation and the Project Manager.

In addition, prior to the commencement of construction services under this Agreement, Foundation shall submit to the Project Manager a Construction Schedule for the planning and execution of the Construction Phase of the Project. The Construction Schedule shall be updated regularly, at Foundation's reasonable discretion, and submitted to the Project Manager.

ARTICLE 6. COMPLETION DATE – CONSTRUCTION PHASE.

- 6.1 The Project Manager shall instruct Foundation to commence the Construction Phase of the Project by written instructions in the form of a Notice to Proceed issued by City. Construction of the Project shall commence within ninety (90) days of the date of the Notice to Proceed ("Construction Commencement Date"). The Notice to Proceed will not be issued until after execution of this Agreement by both parties, City's approval of any and all necessary approvals and permits as may be necessary to commence construction, and receipt by City of all required documents, including the Fund-Raising Plan described below.

- 6.1.1 The development and construction of the Facility shall be subject to the milestones in the Fund-Raising Plan and Construction Phasing Plan, developed by Foundation, which are attached hereto and incorporated herein as Exhibit "C".

The Fund-Raising Plan and the Construction Phasing Plan shall include scheduled milestones by which the funds for the design, construction, annual operations, and capital renewal and replacement must be secured. Failure of Foundation to meet any of the fund-raising milestones, may result in termination of this Agreement by City, pursuant to the provisions of Article 51, Termination by City.

- 6.2 The Facility shall be substantially completed no later than the milestone dates established in the Construction Schedule, and final completion shall be no later than ninety (90) calendar days after the substantial completion date, subject to approved extensions, which shall not be unreasonably withheld, and Force

Majeure. Upon failure of Foundation to substantially complete the Facility within the specified period of time (plus approved extensions and Force Majeure, if any), Foundation shall reimburse City for any monetary losses, including fines, that City experiences for each calendar day (plus any approved extensions) after the time specified for substantial completion.

- 6.3 No extension of time shall be granted for delays resulting from normal weather conditions prevailing in the area as defined by the average of the last five (5) years of weather recorded for the City of Palm Beach Gardens.
- 6.4 Notwithstanding the foregoing, Foundation shall begin construction of the Facility no later six (6) months after all City approvals necessary for Foundation to commence construction. If Foundation fails to begin construction of the Facility during the time allowed, such non-performance shall grant City the right to terminate the Agreement for cause and shall result in the forfeiture of the performance bond.

ARTICLE 7. FOUNDATION'S RESPONSIBILITIES.

- 7.1 The parties acknowledge and agree that City is entering into a public private partnership with Foundation, and that Foundation is bound to coordinate, administer, and finance the design and construction of an Indoor Recreational Facility at the Gardens North County District Park, including, without limitation, the obligations to coordinate, administer, and assume certain rights and obligations with respect to: (a) the consultants under consultant contracts, and (b) the Contractor under the construction contract for the Facility that shall be constructed in accordance with the Contract Documents and comply with all applicable laws and technical codes.
- 7.2 City acknowledges that Foundation is providing the services described herein as a development consultant and not as a licensed general contractor, architect, or other licensed professional. Foundation will engage and contractually require licensed professionals to complete the construction work in accordance with the requirements of this Agreement, and will enforce such contracts and administer any claims process associated with such contracts as set forth herein. Foundation shall require each contractor and each design consultant to provide customary warranties, enforce said warranties, and name City as a third-party beneficiary of all such warranties.
- 7.3 All fees payable to City will be paid by Foundation. Local Business Tax Receipts (formerly Occupational Licenses) are required pursuant to Chapter 205, *Florida Statutes*.

- 7.4 Nothing in this Agreement shall create any contractual relationship between any consultant or subcontractor and City or any obligation on the part of City to pay or to see to the payment of any monies due to any consultant or subcontractor of Foundation.
- 7.5 Foundation agrees to bind specifically Contractor and consultants to the applicable terms and conditions of this Agreement for the benefit of City.
- 7.6 Unless otherwise provided herein, Foundation shall provide and pay for all land surveying services, materials, labor, water, tools, equipment, light, power, transportation, and other facilities and services necessary for the proper execution and completion of the Project, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Project.
- 7.7 Foundation shall cause all its agents, employees, Contractor, subcontractors, and consultants to observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees, at no additional cost to City.
- 7.8 Foundation shall pay all applicable sales, consumer, use, and other taxes required by law. Foundation is responsible for reviewing the pertinent state, federal, and local statutes, laws, rules, regulations, guidelines, and directions involving such taxes and complying with all requirements. To the extent legally permissible, City shall assist Foundation in the procurement of equipment and materials pursuant to Section 212.08(6), F.S. City shall determine at what cost threshold it will make such purchases so as not to burden City staff with additional work for small purchases when the benefit does not justify the effort.

ARTICLE 8. FINANCIAL SUPPORT.

- 8.1 City shall have no obligation whatsoever to provide any type of monetary or financial support for the design, construction, operation, and maintenance of the Indoor Recreational Facility. City shall not be obligated to provide any kind of bonding support, credit guarantees, or any type of financial commitments for the development of this Project.
- 8.2 Prior to the execution of this Agreement, Foundation shall provide acceptable written evidence to City that it has the necessary financial means to design, construct, operate, and maintain the Indoor Recreational Facility. Such evidence shall meet City's standard of financial adequacy, and City shall conduct due diligence to verify the nature and source of such funding. City shall have the right to reject such evidence as inadequate or unacceptable as City deems in its best interest. During the term of this Agreement, City shall have the right to demand and receive information from Foundation on any additional form of financial support or commitments and the sources of such support/commitments.

ARTICLE 9. USE OF FACILITY.

- 9.1 The intent of the parties to this Agreement is that the Indoor Recreational Facility will be used for the Intended Use, and primarily to provide a mix of recreational activities for professional and amateur athletes that will compliment and supplement existing offerings from City. The parties envision a public private partnership that helps to position City as a premier sports destination, while providing tangible economic and community benefits, in an atmosphere of cooperation and not competition. The Facility shall be operated subject to City's applicable codes and its rules regarding parks, recreation, and leisure services activities.
- 9.2 The programmatic operation of the Facility shall be governed by programs and schedules outlined in a Programming Schedule, to be developed by Foundation with input from City. City and Foundation may mutually make changes to the Programming Schedule during the term of this Agreement, without invalidating the Agreement and without the need for a formal amendment. Except as provided on the Programming Schedule, Foundation shall have full discretion as to the hours of operation and programs offered at the Facility, provided such operation does not conflict with existing laws.
- 9.3 The parties agree that the intent is for the public to have access to the services offered at the Facility, subject to the Programming Schedule. Foundation shall have the right to establish fees reasonably within industry norms for services and programs provided to the public.

ARTICLE 10. CITY'S RESPONSIBILITIES.

- 10.1 City shall assist Foundation by placing at its disposal any available information pertinent to the Project, including previous reports, laboratory tests, and inspections of samples, materials, and equipment; property, boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; and known zoning, deed, and other land-use restrictions.
- 10.2 City shall arrange for access to and make all provisions for Foundation to enter upon the public property as required for Foundation to perform its services.
- 10.3 Without invalidating this Agreement and without notice to any surety, City reserves and shall have the right to make such changes from time to time as may be reasonably considered necessary to complete fully and acceptably the proposed construction in accordance with applicable law. Any other changes (that are not required for compliance with applicable law) proposed by City shall be paid for by City at its sole cost and expense. Any extra or additional work during the construction of the Facility may be accomplished by means of appropriate field orders and supplemental instructions or change orders subject to Articles 33 and 34 herein.

10.4 City shall sign all forms as may be required for permits and approvals, grant applications, or other requests, as may be acceptable to City. Notwithstanding the foregoing, City shall not be required to sign anything that would place any financial burden or obligation on City.

ARTICLE 11. RESOLUTION OF DISPUTES.

In order to prevent all disputes and litigation, it is agreed by the parties hereto that during the construction phase of the Project, the City Engineer shall decide all questions, difficulties, and disputes of whatever nature that may arise relative to the technical interpretation of the Contract Documents and fulfillment of this Agreement as to the character, quality, amount, and value of any work done and materials furnished under or by reason of this Agreement; and the City Engineer's estimates and decisions upon all claims, questions, and disputes shall be final and conclusive upon the parties hereto. The City Engineer's decisions shall be reasonable and based on consideration of the terms of this Agreement and best engineering principles.

Notwithstanding the foregoing, in the event that Foundation disagrees with a determination of the City Engineer, the parties shall, at a shared and equal cost, engage an independent, third-party engineer, agreed upon by the parties, to review any area of disagreement. The determination of any third-party engineer engaged for such purpose shall be final and binding on the parties.

This Article does not preclude either or both parties from seeking any and all remedies available at law or in equity. The parties hereto may also seek other mediation sources to resolve any dispute related to this Agreement.

ARTICLE 12. ASSIGNMENT.

Except as provided in Section 62 below with respect to subleasing, neither party to this Agreement shall assign this Agreement without the written consent of the other party, nor shall Foundation assign any monies due or to become due to City hereunder without the prior written consent of City. Any assignment of this Agreement shall require the written approval of County.

ARTICLE 13. CONSTRUCTION PROGRESS MEETINGS.

Foundation shall schedule periodic work progress meetings and specially called meetings as needed with City relating to the construction services under this Agreement. Foundation shall record the minutes of such meetings, include significant proceedings and decision(s) within the minutes, and reproduce and distribute copies of minutes within five (5) business days after each meeting, to the Project Manager, plus incorporate comments received or exceptions taken by those present who have reviewed and commented on the minutes.

ARTICLE 14. SECURITY.

Foundation or its Contractor shall provide a project security program to protect work, stored products, and construction equipment from theft and vandalism, and to protect premises from entry by unauthorized persons. In the event any such materials, equipment, and supplies are lost, stolen, damaged, or destroyed prior to final completion, Foundation shall replace same without cost to City.

ARTICLE 15. INSPECTION OF CONSTRUCTION.

15.1 During the construction phase, the City Engineer or designee shall, at all times, have access to the Facility, and Foundation shall provide proper facilities for such access. Unless otherwise contemplated by the Agreement, the City Engineer or designee shall not unreasonably delay the progress of the construction.

15.1.1 Should the Contract Documents, instructions, any laws, ordinances, or any public authority require any work for the Facility to be specially tested or approved, Foundation shall give to City timely notice of readiness of the work for inspection. If the testing or approval is to be made by an authority other than City, timely notice shall be given of the date fixed for such testing. Inspections shall be made promptly, and where practicable, at the source of supply. If any work on the Facility is covered up without approval or consent of the Project Manager, it shall, if required by City, be uncovered for examination and properly restored at Foundation' expense.

15.1.2 Re-examination and re-testing of any work on the construction of the Facility may be ordered by the Project Manager, as Project Manager reasonably believes necessary, and if so ordered, such work shall be uncovered by Foundation. If work is found defective, Foundation shall bear all direct, indirect, and consequential expenses of such removal or correction. If such work is found to be in accordance with the Contract Documents, City shall pay the cost of re-examination, re-testing, and replacement.

15.2 The payment of any compensation, regardless of its character or form, or the giving of any gratuity or the granting of any valuable favor by Foundation to any inspector other than its consultant, is forbidden, and any such act on the part of Foundation shall constitute a breach of this Agreement.

ARTICLE 16. SUPERINTENDENCE AND SUPERVISION.

16.1 The orders of City shall be given through the Project Manager; whose instructions shall be reasonable and are to be strictly and promptly followed in every case, subject to the terms and conditions of this Agreement. Foundation shall maintain a competent resident supervisor, who shall serve as the Designated Representative, and any necessary assistants on the construction site throughout

the duration of the construction phase of the Project. The Designated Representative shall serve as the Superintendent on site and shall be responsible for continuous field supervision, coordination, and completion of the work. The Designated Representative shall not be changed except with the consent of the Project Manager, unless the Designated Representative proves to be unsatisfactory to Foundation and ceases to be in its employ. The Project Representative shall represent Foundation, and all direction given to the Designated Representative shall be as binding as if given to Foundation. Directions shall be confirmed in writing to Foundation. Other directions will be so confirmed on written request in each case.

- 16.2 Foundation's Designated Representative shall prepare, on a daily basis and keep on the construction site, a bound log setting forth, at a minimum for each day: the weather conditions and how any weather conditions affected progress of the work; work performed; equipment utilized for the work; any idle equipment and reasons for idleness; visitors to the site; labor utilized for the work; and any materials delivered to the construction site. The daily log shall be available for inspection by the Project Manager at all times during the construction phase of the Project.
- 16.3 If Foundation, in the course of constructing the Facility, finds any discrepancy between the Contract Documents and the physical conditions of the locality, or any errors or omissions in the Contract Documents, including drawings (plans) and specifications, it shall be Foundation' duty to immediately inform the Project Manager in writing, and the Project Manager shall promptly verify the same. Any work done prior to or after such discovery shall be done at Foundation' sole risk.

ARTICLE 17. CITY'S RIGHT TO TERMINATE AGREEMENT DURING DEVELOPMENT AND CONSTRUCTION.

- 17.1 The following shall give City the right to terminate this Agreement with Foundation prior to completion of construction of the Facility:
- 17.1.1 Construction of the Facility does not commence within the time specified, or is not performed to ensure the prompt completion of the Facility or the construction work is performed unsuitably, or the construction work is defective and/or unsuitable.
- 17.1.2 If Foundation becomes insolvent, is declared bankrupt, commits any act of bankruptcy or insolvency, makes an assignment for the benefit of creditors, or as a result of any other cause whatsoever resulting in Foundation not carrying on the construction of the Facility in an acceptable manner, the Project Manager may give notice in writing to Foundation and its Surety of such delay, neglect, or default, specifying the same. If Foundation, within a period of thirty (30) calendar days after such notice, does not proceed in accordance therewith and cure the default, then City may, upon written certificate from the Project Manager of the fact of such delay, neglect or default and Foundation' failure to comply with such notice,

terminate the Agreement, exclude Foundation from the site and take the construction of the Facility out of the hands of Foundation, and appropriate or use any or all materials and equipment on the site as may be suitable and acceptable. Notwithstanding the foregoing, if the nature of Foundation's default is such that more than thirty (30) days are required to cure the subject default, then Foundation shall not be in default if the Foundation commences to cure within such thirty (30) day period and thereafter diligently pursues same to completion. Additionally, nothing set forth herein shall preclude City from granting a request by the Foundation to extend the time within which the Foundation must cure a default.

- 17.2 In the event of an occurrence under Section 17.1 above, City may enter into a separate agreement for the completion of the Facility according to the terms and provisions of the Contract Documents or City may utilize such other methods as City has determined are necessary and proper to complete the construction in an acceptable manner.
- 17.3 In the event of an occurrence under Section 17.1 above, all damages, costs, and charges incurred by City shall be deducted from any monies due or that may become due to Foundation. Actions may be instituted to recover on the posted bonds. In case of damages and expenses incurred by City, Foundation shall be liable and shall pay to City the amount of such costs.
- 17.4 If after Notice of Termination is given to Foundation it is determined for any reason that Foundation was not in default or breach of this Agreement, Foundation shall be paid for all work executed and expenses incurred prior to termination in addition to termination settlement costs reasonably incurred by Foundation relating to commitments, that had become Foundation' prior to the date of termination. Payment shall include all costs, expenses, and deposits for services actually performed prior to the termination date, but shall exclude all lost profits, indirect or special, or other damages for the remainder of the Agreement.
- 17.5 Upon receipt of the Notice of Termination pursuant to Article 17.1, Foundation shall promptly discontinue all affected work, unless the Notice of Termination directs otherwise, and deliver or otherwise make available to the Project Manager all data, drawings, specifications, reports, estimates, summaries, and such other information as may have been required by the Contract Documents, whether completed or in process.
- 17.6 If a Court of competent jurisdiction finds that City wrongfully terminated this Contract, then Foundation shall be entitled to all items provided for in Section 17.5 herein.

ARTICLE 18. FOUNDATION'S RIGHT TO STOP WORK OR TERMINATE AGREEMENT.

- 18.1 If the construction of the Facility should be stopped under an order of any court or other public authority for a period of more than ninety (90) calendar days, through no act or fault of Foundation or of anyone employed by Foundation, then Foundation may, upon seven (7) calendar days' written notice to City and the Project Manager, stop work on the construction of the Facility, without any penalties hereunder, until such time Foundation is legally permitted to commence or continue performance under this Agreement.
- 18.2 If City fails to perform its obligations under this Agreement, Foundation shall provide City with written notice of such failure no more than twenty (20) calendar days' after such time that City's failure became evident to Foundation, after which City shall have thirty (30) days to cure. If City fails to cure the subject default, Foundation may terminate the Agreement. Notwithstanding the foregoing, if the nature of City's default is such that more than thirty- (30) days are required to cure the subject default, then City shall not be in default if City commences to cure within such thirty- (30) day period and thereafter diligently pursues same to completion. Additionally, nothing set forth herein shall preclude Foundation from granting a request by City to extend the time within which City must cure a default.

ARTICLE 19. PLANS AND WORKING DRAWINGS.

City and Foundation will review and revise construction plans prior to submittal for permitting. All approved plans, general and detail, are to be deemed a part of this Agreement, and the plans and specifications and Agreement are to be considered together and are intended to be mutually complementary so that any work shown on the plans, though not specified in the specifications, and any work specified in the specifications, though not shown on the plans, is to be executed by Foundation as part of this Agreement. Foundation shall obtain site plan approval from City through City's development review process.

Nothing contained herein shall be deemed to be an approval by City of any regulatory approval, which shall be required to meet all applicable regulations and follow all required processes. All things that in the opinion of the Project Manager may reasonably be inferred from this Agreement and plans, as developed by Foundation and approved by the Project Manager, are to be executed by Foundation under the terms of this Agreement; and the Project Manager shall determine whether the detail plans conform to the Contract Documents, except as may be otherwise determined by the Project Manager. All plans, specifications, and related technical documentation should be in the form of an electronic CADD drawing file and paper copy.

ARTICLE 20. Intentionally Omitted.

ARTICLE 21. Intentionally Omitted.

ARTICLE 22. Intentionally Omitted.

ARTICLE 23. Intentionally Omitted.

ARTICLE 24. Intentionally Omitted.

ARTICLE 25. SUBCONTRACTS.

Foundation shall cause the Contractor, prior to the start of construction, to notify the Project Manager in writing of the names of the subcontractors who will be used to construct the Facility, and identify the portion of the work that each will perform. The Contractor shall have a continuing obligation to notify the Project Manager of any additions or changes in the subcontractors.

ARTICLE 26. SEPARATE CONTRACTS.

26.1 City reserves the right to contract with other contractors that may impact work in the general area of the construction site. City shall provide Foundation with reasonable notice of such contractors prior to their access to the construction site. Foundation shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate this work with theirs.

26.2 Foundation shall use commercially reasonable efforts to require the Contractor to perform the obligations described on Exhibit "B", Contractor Requirements, attached hereto and incorporated herein.

26.3 To ensure the proper execution of its subsequent work, Foundation shall inspect the work already in place and shall immediately report to the Project Manager any discrepancy between the executed work and the requirements of the Contract Documents.

26.4 No claim for damages or any claim other than for an extension of time shall be made or asserted against City by reason of any delays due to work of other contractors, unless such delays result in the de-mobilization of Contractor's work crew and there is an attendant cost to re-mobilize.

ARTICLE 27. USE OF COMPLETED PORTIONS.

27.1 Foundation shall inform City prior to the completion of construction if any portion of the Facility may be utilized by Foundation prior to normal construction completion. Such possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents. If such possession and use delay the construction of the Facility, Foundation shall be liable for any costs incurred by City.

- 27.2 In the event Foundation takes possession of a completed portion, the following shall occur:
- 27.2.1 Foundation shall give notice to City at least fifteen (15) calendar days in advance of intent to occupy a designated area.
 - 27.2.2 Foundation shall bring the designated area to the point of Substantial Completion. When City considers that the designated area of the Facility is substantially complete, City shall notify Foundation, in writing, and shall prepare a list of items to be completed or corrected. The failure to include any items on such list does not alter the responsibility of Foundation to complete work on the designated area in accordance with the Contract Documents. The Project Manager shall conduct an inspection to determine that the designated portion of the Facility is substantially complete. The Project Manager and Foundation shall agree on the time within which Foundation shall complete the items listed.
 - 27.2.3 Upon issuance and acceptance of the Certificate of Substantial Completion, Foundation shall assume full responsibility for the operation, maintenance, utilities, and all related expenses. Foundation shall remain responsible for all items listed to be completed or corrected as submitted to the Project Manager as required in the substantial completion process.
 - 27.2.4 If Foundation finds it necessary to use a portion or portions of the Facility prior to Substantial Completion thereof, such use shall not commence prior to a time mutually agreed upon by the Project Manager and Foundation. Any insurance in effect shall not be canceled or lapsed on account of such partial use.

ARTICLE 28. Intentionally Omitted.

ARTICLE 29. LANDS FOR WORK.

City shall provide, as indicated in the Contract Documents, the lands upon which the Facility is to be constructed, rights-of-way, and easements for access thereto, and such other lands as are designated for the use of Foundation. No claim for damages or other claim other than for an extension of time shall be made or asserted against City by reason of any delay arising as a result of any failure of City to provide such lands on the date needed by Foundation.

ARTICLE 30. Intentionally Omitted.

ARTICLE 31. Intentionally Omitted.

ARTICLE 32. Intentionally Omitted.

ARTICLE 33. FIELD ORDERS AND SUPPLEMENTAL INSTRUCTIONS.

The Project Manager shall have the authority to approve interpretations of the intent of the Contract Documents and minor changes in contract execution.

ARTICLE 34. Intentionally Omitted.

ARTICLE 35. Intentionally Omitted.

ARTICLE 36. Intentionally Omitted.

ARTICLE 37. Intentionally Omitted.

ARTICLE 38. SUBSTANTIAL COMPLETION.

38.1 When Foundation considers that the construction of the Facility, or a designated portion thereof which is acceptable to City, is substantially complete, Foundation shall notify the Project Manager in writing and shall instruct the Contractor to prepare for submission to the Project Manager a thorough list of items to be completed or corrected, together with a schedule for completion of all items.

38.2 The Project Manager shall conduct an inspection to determine that the Facility or designated portion thereof is substantially complete. The Project Manager will then instruct Foundation to prepare and deliver to the Project Manager a Certificate of Substantial Completion that shall establish the date of Substantial Completion. After review of the Certificate by the Project Manager, City will either accept or reject the Certificate. The Project Manager, with the concurrence of Foundation, shall fix the time within which Foundation shall complete the items listed therein. Warranties required by the Contract Documents shall commence on the date of Substantial Completion. The Certificate of Substantial Completion shall be submitted to City through the Project Manager and Foundation for its written acceptance of the responsibilities assigned to them in such Certificate.

ARTICLE 39. Intentionally Omitted.

ARTICLE 40. FIELD ENGINEERING.

40.1 Foundation shall provide and pay for field engineering services required for the construction of the Facility. This work shall include the following elements:

40.1.1 Survey, architecture, engineering, materials testing and the like required in execution of the construction of the Facility. The Parties agree that Foundation, as a private, not-for-profit organization, is not subject to the requirements of Section 287.055, F.S.

ARTICLE 41. FIELD LAYOUT OF THE WORK AND RECORD DRAWINGS.

41.1 Intentionally Omitted.

41.2 Foundation shall maintain in a safe place at the site one (1) record copy of all drawings (plans), specifications, addenda, written amendments, change orders, and written interpretations and clarifications in good order, annotated to show all changes made during construction, and in a format compatible with CADD equipment. These record documents, together with all approved samples and a counterpart of all approved Shop Drawings, shall be available to the Project Manager for reference. Upon completion of the construction, these record documents, samples, and Shop Drawings shall be delivered to the Project Manager.

41.3 At the completion of the construction of the Facility, Foundation shall turn over to City a set of reproducible drawings that accurately reflect the "as-built" conditions of the new Facility and in a format compatible with City's CADD equipment. All changes made to the construction documents, either as clarifications or as changes, shall be reflected in the plans. The changes shall be submitted electronically at least monthly to the Project Manager. The final "as-built" drawings shall be signed and sealed by a registered Florida engineer or architect and shall be delivered and found to be acceptable.

ARTICLE 42. Intentionally Omitted.

ARTICLE 43. Intentionally Omitted.

ARTICLE 44. PROJECT SIGNAGE.

44.1 Foundation and/or the Contractor shall furnish and erect signs at the construction site, as directed by the Project Manager. Foundation and/or the Contractor may install additional signage at the site, subject to approval by the Project Manager, subject to City's Land Development Code.

44.2 Foundation shall supply and install wayfinding and building signs for the Facility. These signs shall be developed with the review and approval of City's Development Review Committee, and subject to City's Land Development Code requirements for signage.

ARTICLE 45. CLEANING UP AND REMOVAL OF EQUIPMENT.

45.1 Intentionally Omitted.

45.2 City's Right to Clean Up

If a dispute arises between Foundation and separate contractors as to the responsibility for cleaning up, City may clean up and charge the reasonable cost thereof to contractors, including Foundation, responsible therefor, as the Project Manager shall determine to be just.

45.3 Removal of Equipment

In case of termination of this Agreement before completion for any cause whatever, Foundation, if notified to do so by City, shall promptly remove any part or all of Foundation's equipment and supplies from the property of City, failing which City shall have the right to remove such equipment and supplies at the expense of Foundation.

ARTICLE 46. Intentionally Omitted.

ARTICLE 47. MISCELLANEOUS.

47.1 Intentionally Omitted.

47.2 Rights of Various Interests

Whenever work being done by City or by other contractors is contiguous to work covered by this Agreement, the respective rights of the various interests involved shall be established by the Project Manager to secure the completion of the various portions of the work in general harmony.

47.3 Intentionally Omitted.

47.4 Records

Foundation shall keep such records and accounts and require any and all architects, consultants, contractor and subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement. Such books and records shall be available at all reasonable times for examination and audit by City and for the required retention period of the Florida Public Records Act (Chapter 119, *Florida Statutes*), if applicable, or if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by City to be applicable to Foundation's records, Foundation shall comply with all requirements thereof; however, no confidentiality or nondisclosure requirement of either federal or state law shall be violated by Foundation.

47.5 No Contingent Fee

Foundation warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Foundation, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Foundation, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, City shall have the right to terminate this Agreement without liability, at its discretion, and to recover the full amount of such fee, commission, percentage, gift, or consideration.

47.6 All Prior Agreements Superseded; Amendments

The Contract Documents incorporate and include all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in the Contract Documents. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

47.7 Notices

Whenever either party desires to give notice unto the other, it shall be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph.

For the present, the parties designate the following as the respective places for giving of notice, to-wit:

47.7.1 As to City:

City of Palm Beach Gardens
10500 North Military Trail
Palm Beach Gardens, Florida 33410
Attention: City Manager
Facsimile: (561) 799-4111

47.7.2 With a copy to:

City of Palm Beach Gardens
10500 North Military Trail
Palm Beach Gardens, Florida 33410
Attn: City Attorney
Email: mlohman@pbgfl.com

47.7.3 As to County: **Palm Beach County**
Property and Real Estate Management
Division
Attention: Director
2633 Vista Parkway
West Palm Beach, Florida 33411-5605
Telephone: 561.233.0217
Fax: 561.233.0210

47.7.4 With a copy to: **Palm Beach County Attorney's Office**
Attention: Parks Attorney
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401
Telephone: 561.355.2225
Fax: 561.355.4398

47.7.5 And a copy to: **Palm Beach County Parks and**
Recreation Department
Attention: Director
2700 6th Avenue South
Lake Worth, Florida 33461
Telephone: 561.966.6614
Fax: 561.963.6734

47.7.6. As to Foundation: **Palm Beach North Athletic**
Foundation, Inc.
11300 US Highway One
Suite 500
Palm Beach Gardens, Florida 33408
Attention: Michael J. Winter
Email: mike@otter-creek.com

47.8 Truth-In-Negotiation Certificate

Signature to this Agreement by Foundation shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the costs for the design and construction of the Facility are accurate, complete, and current at the time of contracting. The original pricing and any additions thereto shall be adjusted to exclude any significant sums, by which City determines the prices were increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such pricing adjustments shall be made within one (1) year following the end of this Agreement.

47.9 Interpretation

The parties hereto acknowledge and agree that the language used in this Agreement expresses their mutual intent, and no rule of strict construction shall apply to either party hereto. The headings contained in this Agreement are for

reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to the particular sentence, paragraph, Section, or Article where they appear, unless the context requires otherwise. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections and subparagraphs of such Section or Article, unless the reference is expressly made to a particular subsection or subparagraph of such Section or Article.

47.10 Intentionally Omitted.

47.11 Environmental Regulations

City reserves the right to consider the history of citations and/or violations of environmental regulations in investigating a contractor's responsibility, and further reserves the right to declare Foundation not responsible if the history of violations warrants such determination in the opinion of City. Foundation shall notify City immediately of notice of any citation or violation that Foundation may receive during the time of performance of this Agreement.

47.12 Applicable Law and Venue

This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida without regard to any contrary conflicts of law principle. Venue for all proceedings in connection herewith shall lie exclusively in Palm Beach County, Florida, and each party hereby waives whatever its respective rights may have been in the selection of venue.

47.13 Public Entity Crime Statement

Foundation acknowledges the existence of Chapter 287.133(2)(a), *Florida Statutes* ("Public Entity Crimes Act"), which provides, in part, that 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 City; may not submit a bid on a contract with City for the construction or repair of a public building or public work; may not submit bids on leases of real property to City; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City; and may not transact business with City in excess of the threshold amount provided in Chapter 287.017, *Florida Statutes*, for Category Two for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List. Violation of this Section by Foundation shall result in termination of this Agreement by City without penalty.

47.14 Joint Preparation

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other by virtue of the fact that it may have been physically prepared by one party or its attorneys.

47.15 Severance

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless City or Foundation elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) calendar days after the finding by the court becomes final.

47.16 Waiver

No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

47.17 Drug-Free Workplace

Execution of this Agreement by Foundation shall serve as Foundation's certification that it either has or that it will establish a drug-free workplace consistent with Chapter 112.0455, *Florida Statutes*.

47.18 Conflicts

Neither Foundation nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Foundation's loyal and conscientious exercise of judgment related to its performance under this Agreement.

Foundation agrees that none of its employees shall, during the term of this Agreement, serve as an adverse or hostile expert witness against City in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her opinion, that is adverse or prejudicial to the interests of City in any such pending or threatened legal or administrative proceeding. The limitations of this Article shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding regarding this Agreement.

In the event Foundation is permitted to utilize subcontractors to perform any services required by this Agreement, Foundation agrees to prohibit such subcontractors, by written contract, from having any conflicts as within the meaning of this Article.

47.19 Background Checks

Prior to hiring any employee, subcontractor, or consultant to provide services at the Facility, City shall conduct a comprehensive criminal background check by accessing any Federal, State, or local law enforcement database available. Foundation and/or the individual shall sign an authorization for City to access criminal background information. The costs for the background checks shall be borne by Foundation.

47.20 Waiver of Jury Trial

THE PARTIES HERETO HEREBY WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS IN CONNECTION WITH THIS AGREEMENT.

ARTICLE 48. AUDITED FINANCIAL REPORTS.

Each year, Foundation shall submit to City, for the attention of the City Manager, a copy of its audited financial statements. The financial statement shall be presented in compliance with generally accepted accounting standards, and a copy provided to City's Finance Administrator.

ARTICLE 49. PUBLIC RECORDS.

49.1 Pursuant to Chapter 119, *Florida Statutes*, Foundation shall comply with the public records law by keeping and maintaining public records required by City in order to perform the Project. Upon request from City's custodian of public records, Foundation shall provide 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 Statutes*, or as otherwise provided by law. Foundation shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract. Upon completion of the contract, Foundation shall transfer, at no cost, to City all public records in its possession or keep and maintain public records required by City in order to perform the Project. If Foundation transfers all public records to City upon completion of the contract, Foundation shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Foundation keeps and maintains public records upon completion of the contract, Foundation shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology systems of City.

IF FOUNDATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO FOUNDATION' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC

**RECORDS AT THE OFFICE OF THE CITY CLERK LOCATED AT
10500 NORTH MILITARY TRAIL, PALM BEACH GARDENS,
FLORIDA 33410, PHONE NUMBER (561) 799-4122, EMAIL
ADDRESS: PSNIDER@PBGFL.COM.**

ARTICLE 50. GROUND LEASE.

City hereby demises and leases to Foundation, and Foundation hereby hires and takes from City, subject to and with the benefit of the terms, covenants, conditions, and provisions of this Agreement, the Property.

The initial term of this Agreement (the "Term") shall be from the Effective Date until January 22, 2068, unless terminated sooner pursuant to the terms herein.

The term of the Agreement, including the Initial Term and Renewal, shall not exceed the expiration date of the Initial Term of the Inter-Local Lease between County and City, which is January 22, 2068. In the event that the Inter-Local Lease is extended, City and Foundation may, upon mutual written consent of both parties, agree to extend the term of this Agreement for an additional renewal term, the duration of which shall not exceed the term of the Inter-Local Lease between City and County.

Foundation shall be responsible for performing all maintenance, repair and replacement for the Facility during the Term, at its sole cost and expense. Foundation shall maintain the Facility to the same or higher standard as City maintains other City buildings and facilities.

Foundation, in its sole discretion, has the right to modify or expand the Facility at any time during the term of this ground lease. Any modification or expansion of the Facility shall not affect the term and shall be subject to approval by City, which shall not be unreasonably withheld.

ARTICLE 51. TERMINATION BY CITY.

Following Final Completion, City shall have the right to terminate the Ground Lease if any of the following shall occur.

- 51.1 If Foundation at any time is in default of its material obligations, including payment obligations, under this Agreement, and such default persists for thirty (30) days after written notice thereof is given by City, or if such default cannot be cured within thirty (30) days, or such time as may be reasonably necessary to cure so long as Foundation is diligently prosecuting to cure but not to exceed an additional thirty (30) days, unless additional time is agreed to by the City Manager, in his or her reasonable discretion;

- 51.2 The filing by or against Foundation of a bankruptcy, insolvency, receivership, reorganization or arrangement proceeding, or the initiation of any similar type of proceeding (if involuntary, the same not having been dismissed after sixty (60) days from the date of filing), or if Foundation shall be unable or unwilling to pay its debts when due; or
- 51.3 Any breach in any material respect of any representation or warranty made by Foundation.
- 51.4 Foundation fails to meet any of the scheduled milestones of Exhibit "C", Fund-Raising Plan.
- 51.5 Subject to the provisions of this Article and the terms of this Agreement, any termination by City for breach or default by Foundation shall result in the ownership of the Facility being forfeited to City, and City shall have the right to finish any incomplete construction of the Facility, demolish the building, or operate the Facility as City deems in its best interest. Regardless of the foregoing, City shall not be subject to any financial obligations or any debts owed by Foundation related to the design, construction, operation, or maintenance of the Facility.

Notwithstanding anything contained herein to the contrary, this Agreement shall not be terminated by City for any reason other than a breach of this Agreement or default by Foundation.

ARTICLE 52. TERMINATION BY FOUNDATION.

Following Final Completion, Foundation shall have the right to terminate the Ground Lease if any of the following shall occur:

- 52.1 If City at any time is in default of its material obligations under this Agreement, and such default persists for thirty (30) days after written notice thereof is given by Foundation, or if such default cannot be cured within thirty (30) days, or such time as may be reasonably necessary to cure so long as City is diligently prosecuting to cure but not to exceed an additional thirty (30) days, unless additional time is agreed to by Foundation, in its reasonable discretion;
- 52.2 If City fails to pay to Foundation any undisputed amounts required to be paid hereunder when due and such failure to pay persists for ten (10) business days after written notice thereof;
- 52.3 The filing by or against City of a bankruptcy, insolvency, receivership, reorganization or arrangement proceeding, or the initiation of any similar type of proceeding (if involuntary, the same not having been dismissed after sixty (60) days from the date of filing), or if City shall be unable or unwilling to pay its debts when due; or

52.4. Any breach in any material respect of any representation or warranty made by City herein.

ARTICLE 53. ANNUAL MEETING.

At the start of each calendar year, to coincide with the time that City and County begin their annual budget preparation process, Foundation shall attend a meeting with staff from City, County, Sports Commission, and any other stakeholder. This meeting shall be mutually scheduled between the parties to this Agreement at a location and time convenient to all.

The purpose of the meeting shall be for City, Foundation, and all stakeholders to discuss current and future plans for the Facility, operational issues, and any other matter that the parties determine relevant.

ARTICLE 54. WINDING-UP AND COOPERATION.

If this Agreement expires or is otherwise terminated, the Parties shall promptly and cooperatively work together in the process of winding-up of Foundation's operations under this Agreement, including (i) notification of staff, subcontractors, vendors, suppliers, and others having contractual or other arrangements with respect to the operation of the Facility, pursuant to the terms of the Agreement; (ii) completion of all calculations and schedules for reconciliations, inventory, accounting, claims, and payments arising under this Agreement; and (iii) transition, as applicable, to any third Person that will take over the operation of the Facility, which shall, at a minimum, otherwise be commercially reasonable, and shall not bind Foundation to any liabilities of such third Person. City and Foundation shall use best reasonable commercial efforts to complete and constructively cooperate in the winding-up process as expeditiously as possible.

ARTICLE 55. DUTIES UPON TERMINATION.

Upon termination, Foundation shall be required to:

55.1 Vacate the premises and leave the Facility in good repair and operating condition. Foundation shall not have the right to remove any capital improvements, equipment, fixtures, or other assets or property belonging to City, or any of their respective agents or representatives; and

- 55.2 Remove all trash, stacks of material, supplies, tools, equipment, etc., belonging to Foundation or its agents. Costs of such removals and restoration shall be borne by Foundation. If such trash, stacks of materials, supplies, tools, equipment, etc., placed in the Facility by Foundation or its agents have not been removed by Foundation by the date of termination, it will be the option of City to remove the same at Foundation' cost, risk, and expense or to retain or dispose of the same or any part thereof, without payment or reimbursement to Foundation, unless other arrangements have been made in writing between City and Foundation with regards to the removal thereof.

ARTICLE 56. SURRENDER AND DELIVERY.

Upon the expiration or termination date of this Agreement, whichever is earlier, Foundation shall surrender the Indoor Recreational Facility and promptly deliver to City all keys Foundation and any of its officers, agents, and subcontractors have to the Indoor Recreational Facility or the District Park site.

ARTICLE 57. REMEDIES.

57.1 Opportunity to Cure.

Notwithstanding any other provisions in this Agreement, City shall allow Foundation at least thirty (30) calendar days to cure any deficiency in the operation and maintenance of the Facility, subsequent to the provision of written notice to Foundation regarding the deficiency. Except in an event of Termination for Cause, Foundation shall be allowed to use the thirty (30) days' period as an Opportunity to Cure the deficiency.

57.2 Remedies Upon Default.

Upon the occurrence of any of the events of default, and following any applicable cure period, then in addition to any other rights and remedies that either party may have hereunder, at law, in equity, or otherwise, the non-defaulting Party may declare this Agreement terminated and recover damages permitted by applicable law and/or seek specific performance or other injunctive or equitable relief.

ARTICLE 58. GROUND LEASE FEE.

- 58.1 During the construction phase of the Facility, Foundation shall not be required to make any payments towards the Ground Lease Fee or Permit Fee.
- 58.2 No later than one (1) year and thirty (30) days after the issuance of a Certificate of Occupancy for the Facility, or a later date as determined by City, Foundation shall be required to pay an annual Ground Lease Fee. The subject Ground Lease Fee shall be comprised of City's total actual costs for common area and landscape maintenance. The specific amount of the Ground Lease Fee shall be established within City's annual budget and shall be provided in writing to Foundation no later

than December 1st of each year for each and every year this Agreement remains in effect, payable in advance, to the City of Palm Beach Gardens, Florida. However, City will waive the first annual payment of the Ground Lease Fee. During this period, Foundation shall be responsible for maintaining the environs of the Facility to the standards established by City for the Gardens North County District Park complex.

All payments are due payable no later than January 31st of each year.

ARTICLE 59. REVENUE SHARE.

The payment of Revenue Share to City shall be based on the following table:

YEARS	MINIMUM ANNUAL GUARANTEE	PERCENTAGE SHARE OF GROSS PRIMARY REVENUE
1	\$0	0%
2	\$50,000	0%
3 – 12	\$50,000	2%
13 – 24	\$50,000	2.5%
25 – end of Initial Term	\$50,000	3%

Foundation shall pay each year to City the greater of the Minimum Annual Guarantee or the Revenue Share amount, except that the amount due in the first year shall be deferred for payment in the sixth year of the Agreement.

All payments are due payable by the 10th day of the month that the payment becomes due.

ARTICLE 60. TRANSFER OF OWNERSHIP OF INDOOR RECREATIONAL FACILITY.

This is a public-private partnership Project, subject to the provisions of Chapter 222.065, *Florida Statutes*. Upon the expiration of the initial term of this Agreement, the Indoor Recreational Facility shall revert in ownership to City, free and clear of all claims by Foundation or any other entity. At that time, Foundation, its successors, and assignees, as may be applicable, shall transfer full legal ownership of the Facility to the City of Palm Beach Gardens, Florida.

ARTICLE 61. TAXES, FINES, AND LIENS.

Foundation shall pay all taxes that may be assessed on its design, construction, operation, lease, and maintenance of the Indoor Recreational Facility. Neither City nor County shall be liable for any taxes, fines, liens, or penalties that may be levied against the Facility during the time of Foundation's ownership of the building. Notwithstanding the foregoing, City may, in its reasonable discretion, purchase materials and equipment for Foundation in accordance with Section 212.08, F.S., for which taxes may not be required.

ARTICLE 62. SUBLICENSE.

Foundation may license areas of the Facility, provided that any sub license is pre-approved by City in writing, and the sub-licensee shall be subject to and bound by all applicable terms of this Agreement. City shall not unreasonably withhold its approval of a sublicense arrangement, provided the activities being proposed by Foundation's sublicensee are related to or complement the Intended Use. Foundation shall provide a copy of the sublicense agreement to City, prior to City's decision. City shall notify Foundation of its decision within thirty (30) days after receipt of sublicense. If City does not deny the sublicense within thirty (30) days, the sublicense shall be deemed approved. In the event that City denies Foundation's request for a sublicense, City shall provide Foundation with reasons for such denial in writing.

Notwithstanding the foregoing, Foundation has the sole discretion to sell naming rights to the building, or any portion thereof. Naming rights approved by Foundation shall not be considered a sublicense; however, City shall have the final approval of any and all naming rights, which shall not be unreasonably withheld.

ARTICLE 63. PUBLIC BENEFITS REPORT.

Each calendar year Foundation shall provide City with a general analysis and report detailing the economic impact to the city and local area of the operations of the Indoor Recreational Facility and its related programs. The report shall include the estimated number and the length of stay for clients who travel to the Indoor Recreational Facility for any purpose, including, but not limited to, training, seminars, collegiate summer leagues, special clinics, and showcases. The report shall contain a short paragraph with projections for the next year. City and Foundation shall determine the due date for the first report.

In preparing the report, Foundation shall consult and seek input from Palm Beach County Sport Commission, and shall include any material and relevant observation or comment by the Commission.

ARTICLE 64. UTILITIES.

It shall be the responsibility of Foundation to apply for and connect all temporary utility service for the Facility required during the construction phase of the Facility. Upon completion of construction and during the operation of the Facility, Foundation shall be responsible for the connection and payment of all permanent utility service to the building, and paying any required impact of connections fees.

ARTICLE 65. INDEMNIFICATION OF CITY AND COUNTY; AND INSURANCE.

65.1 Foundation shall indemnify and hold harmless City and County, its officers, and employees from liabilities, damages, losses, liens, code violations, and costs, including, but not limited to, reasonable attorneys' fees and cost, including fees

and costs on appeal, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Foundation and other persons employed or utilized by Foundation in the operation and maintenance of the Indoor Recreational Facility.

City shall indemnify Foundation to the extent permitted by applicable law, and subject to the monetary limits set forth at Section 768.28, Florida Statutes. To the extent that City is further indemnified by the County pursuant to the Lease Agreement, City hereby extends such indemnification to Foundation, to the fullest extent permitted by law.

65.2 Comprehensive General Liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability shall include:

- a. Premises and/or Operations on an occurrence basis.
- b. Independent Contractors.
- c. Products and/or Completed Operations Liability on an occurrence basis.
- d. Explosion, Collapse, and Underground Coverages.
- e. Broad Form Property Damage.
- f. Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement.
- g. Personal Injury Coverage with Employees and Contractual Exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

65.3 Business Automobile Liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage shall be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and shall include:

Owned vehicles.
Non-owned and hired vehicles.

65.4 Notice of Cancellation, Expiration, and/or Restriction: The policy(ies) shall be endorsed to provide City and County with thirty (30) calendar days' advanced written notice of cancellation, expiration, and/or restriction to the attention of the Project Manager, c/o Risk Management Coordinator, City of Palm Beach Gardens, 10500 North Military Trail, Palm Beach Gardens, Florida 33410; and Palm Beach County, c/o Insurance Tracking Services, Inc., P.O. Box 20270, Long Beach, California 90810, Email: pubc@instracking.com or Facsimile: 562.435.2999.

- 65.5 Foundation shall furnish to the Project Manager Certificate(s) of Insurance evidencing the insurance coverages required herein prior to commencement of any work on this Project. Such certificate(s) shall reference this Agreement. City and County reserve the right to require a certified copy of such policies upon request. All certificates shall state that City and County shall be given thirty (30) calendar days' prior written notice of cancellation and/or expiration.
- 65.6 The official title of City is "City of Palm Beach Gardens." This official title shall be used in all insurance or other legal documentation. City shall be included as "Additional Insured" with respect to liability arising out of operations performed for City by or on behalf of Foundation or acts or omissions of Foundation in connection with such operation.

The official title of County is "Palm Beach County, Florida." This official title shall be used in all insurance or other legal documentation. County shall be included as "Additional Insured" with respect to liability arising out of operations performed for County by or on behalf of Foundation or acts or omissions of Foundation in connection with such operation.

ARTICLE 66. ENVIRONMENTAL MATTERS.

City represents and warrants to Foundation that, to the best of City's knowledge, the Property is in full compliance with all Environmental Laws; and no claim, action, suit, or proceeding is pending or threatened against City or any third party arising directly or indirectly out of the discharge of Hazardous Materials at the Property, or the presence of underground storage tanks beneath the Property. Simultaneously with the execution of this Lease, City shall deliver to Foundation all environmental reports concerning the Property in City's possession. Further, City agrees to indemnify, defend, and hold Foundation harmless, up to the maximum amount allowed by Florida law, from any claims, judgments, damages (including, without limitation, natural resource damages), fines, penalties, costs, liabilities, and/or losses, including, without limitation, reasonable attorney's fees, reasonable consultants fees, and reasonable expert fees that arise during or after the term of this Lease by reason of the presence of Hazardous Materials in the soil, groundwater, soil vapor, or other environmental media at, on, under, to or from the Property based on or in connection with events occurring or conditions arising or accruing (a) prior to the Commencement Date or (b) during the term of this Lease that are not caused or introduced by Foundation, its assignees, subtenants or licensees, clients, or the employees or agents of any of them.

"Environmental Laws" means any and all federal, state, local, and foreign statutes, laws, codes, rules, regulations, ordinances, environmental permits, guidelines, standards, and directives and all applicable agreements and judicial and administrative orders and decrees pertaining to health, safety, or the environment, and all common law providing for any right or remedy with respect to environmental matters, each as currently in effect or hereinafter amended, adopted, promulgated, or enacted.

“Hazardous Materials” means any and all materials, pollutants, contaminants, wastes, chemicals, or substances listed, defined, designated, classified, or considered or regulated as dangerous, special, hazardous, toxic, or radioactive, or any terms of similar import, under any applicable Environmental Laws, including petroleum and any derivation or by-product thereof, asbestos and asbestos-containing materials, lead-based paint, PCBs, and perchloroethylene or related or similar dry cleaning.

ARTICLE 67. REPRESENTATION AND WARRANTIES OF CITY.

City hereby represents and warrants to Foundation that (i) City has full power and authority to enter into this Agreement; (ii) County is the sole fee owner of the Property; (iii) to City’s knowledge, the Property complies with all environmental laws and regulations, and all other federal, state, and local rules, regulations, laws, statutes, and ordinances; (iv) City has obtained all required consents and approvals in order to enter into this Lease (including from all Major Title Document Holders, as hereinafter defined); (v) there are no restrictions (including, without limitation, declarations, covenants, easements, ground leases, and/or mortgages) that would prohibit, interfere with, restrict, or otherwise impair Foundation’s ability to use the Property for the uses permitted hereunder, and City shall not permit or suffer any such restrictions that would prohibit, interfere with, restrict, or otherwise impair Foundation’ ability to use the Property for such uses; (vi) City has not received any notice of any actual or threatened action, litigation, or proceeding by any organization, person, individual, or governmental agency against the Property or City with respect to the Property; (vii) the Property is free and clear of any leases, tenancies, or claims of parties in possession; and (viii) this Agreement and the rights granted to Foundation hereunder shall not violate and are not inconsistent with any other agreement relating to the Property.

City shall have an affirmative obligation to immediately provide Foundation with written notice in the event of any change with regard to the representations set forth above.

ARTICLE 68. CASUALTY.

- 68.1 In case any improvement(s) or any part thereof shall be damaged or destroyed by fire or other casualty, or ordered to be demolished by the action of any public authority in consequence of a fire or other casualty, Foundation may terminate this Ground Lease and shall have no obligation to repair or rebuild the improvements but shall be obligated to remove any debris and properly secure the Property.

- 68.2 In case of any damage or destruction occurring in the last three (3) years of the Term, or during any Renewal Period, to the extent of fifty percent (50%) or more of the insurable value of the improvement(s), Foundation may, at its option, to be evidenced by notice in writing given to City within ninety (90) days after the occurrence of such damage or destruction, elect to terminate this Ground Lease as of the date of said damage or destruction.

ARTICLE 69. QUIET ENJOYMENT.

City agrees that Foundation shall and may peaceably and quietly have, hold, and enjoy the Facility during the Term, subject to the covenants and conditions of this Ground Lease.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the parties hereto certify that they have read and understand this Agreement and all Contract Documents and attachments hereto and have caused this Agreement to be executed by their duly authorized officers on the date hereinabove first written.

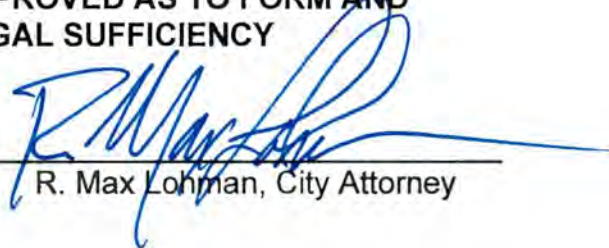
CITY OF PALM BEACH GARDENS, FLORIDA

By: _____
Ronald M. Ferris, City Manager

ATTEST:

By: _____
Patricia Snider, CMC, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By:  _____
R. Max Lohman, City Attorney

**PALM BEACH NORTH ATHLETIC
FOUNDATION, INC.**

By: _____
Michael J. Winter, President

WITNESSES:

By: _____
Print Name: _____

By: _____
Print Name: _____

EXHIBIT "A"

EXHIBIT "B"

CONTRACTOR REQUIREMENTS

1. GENERAL QUALITY OF WORK.

- a. Articles, materials, and equipment specified or shown on drawings shall be new and shall be applied, installed, connected, erected, used, cleaned, and conditioned for proper forming, as per the manufacturer's directions, and as approved by the Project Manager. Contractor shall, if required, furnish satisfactory evidence as to kind and quality of the materials.
- b. Contractor shall apply, install, connect, and erect manufactured items or materials according to the recommendations of the manufacturer when such recommendations are not in conflict with the Contract Documents. Contractor shall furnish copies of the manufacturer's recommendations to the Project Manager before proceeding with the work.
- c. Contractor shall at all times enforce strict discipline and good order among its employees, consultants, and subcontractors at the Project site and shall not employ on the Project any unfit person or anyone not skilled in the work assigned to him or her.
- d. Contractor shall maintain suitable and sufficient guards and barriers, and at night suitable and sufficient lighting for the prevention of accidents and thefts.

2. CHECK DRAWINGS AND DATA

Contractor shall take measurements and verify all dimensions, conditions, quantities and details shown on the drawings, schedules, or other data, and shall notify the Project Manager of all errors, omissions, conflicts, and discrepancies found therein. Failure to discover or correct errors, conflicts, or discrepancies shall not relieve Contractor of full responsibility for unsatisfactory work, faulty construction, or improper operation resulting therefrom nor from rectifying such condition at Contractor's own expense. Contractor will not be allowed to take advantage of any error or omission.

3. WARRANTY

Contractor shall warrant to City and Foundation that all materials and equipment furnished for the Facility shall be new, unless otherwise specified, and that all work for the construction of the Facility shall be of good quality, free from faults and defects, and in conformance with the Contract Documents. All work for the Facility not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Project Manager, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

4. DELIVERY AND STORAGE OF MATERIALS.

- a. Material stored on the job site shall be verified as to quantity and condition by Contractor, prior to acceptance. Safeguarding the material shall be the responsibility of Contractor. Any materials that are lost, stolen, damaged, or otherwise deemed unacceptable by the Project Manager shall be replaced at no cost to City.
- b. Materials stored off the job site shall be stored in a bonded warehouse. Safeguarding the material shall be the responsibility of Contractor.

5. DEFECTIVE WORK.

The Project Manager shall have the authority to reject or disapprove work for the Facility that the Project Manager finds to be defective. If required by the Project Manager, Contractor shall promptly, as directed, correct all defective work or remove it from the construction site and replace it with non-defective work.

6. CONSTRUCTION AREA.

- a. Contractor shall use areas approved by City for deliveries and personnel. Contract limits of construction area shall be indicated on the drawings. Equipment, material, and personnel shall be in conformance with this Contract.
- b. To provide for maximum safety and security, Contractor shall erect and maintain all necessary barricades and any other temporary walls and structures, and boarding, as required, to protect life and property during the period of construction.

7. LEGAL RESTRICTIONS AND TRAFFIC PROVISIONS.

Contractor shall conform to all applicable laws, regulations, or ordinances with regard to labor employed, hours of work, and its subcontractor's general operations. Contractor shall also conduct its operations so as not to close any thoroughfare nor interfere in any way with traffic on highways without the written consent of the proper authorities.

8. DAMAGE TO EXISTING FACILITIES, EQUIPMENT, OR UTILITIES.

- a. Existing utilities have been identified insofar as information is reasonably available; however, it will be Contractor's responsibility to verify such information and to preserve all existing utilities whether shown on the drawings or not. If utility conflicts are encountered by Contractor during construction, Contractor shall give sufficient notice to the owners of the utilities so that they may make the necessary adjustments.
- b. Contractor shall exercise care and take all precautions during construction operations to prevent damage to any existing facilities, equipment, or utilities. Any

damage caused by Contractor shall be reported immediately to the Project Manager, and such work shall be repaired and/or replaced by Contractor in a manner approved by City. All costs to repair and/or replace any damage to existing facilities, equipment, or utilities shall be the sole responsibility of Contractor, and such repair or replacement shall be performed expeditiously without cost to City.

- c. Contractor shall provide the type of required protection for finished work at all times and protect adjacent work during cleaning operations and make good any damage resulting from neglect of this precaution.
- d. Protection of work shall include protecting work that is factory-finished during transportation, storage, and during and after installation. Where applicable and as required, Contractor shall close off areas where certain work has been completed to protect it from any damages caused by others during their operations.
- e. Contractor shall store materials and shall be responsible for and shall maintain partly or wholly finished work during the construction of the Facility until the final acceptance of the structure. If any materials or part of the work should be lost, damaged, or destroyed by any cause or means whatsoever, Contractor shall satisfactorily repair and replace the same at its own cost. Contractor shall maintain suitable and sufficient guards and barriers, and at night, suitable and sufficient lighting for the prevention of accidents.
- f. To all applicable sections where preparatory work is part of work thereon, Contractor shall carefully examine surfaces over which its finished work is to be installed, laid, or applied before commencing with the work. Contractor shall not proceed with said work until defective surfaces on which work is to be applied are corrected satisfactorily to the Project Manager's satisfaction. Commencement of work shall be considered acceptance of surfaces and conditions.

9. CONTINUATION OF WORK.

Contractor shall carry on construction and adhere to the progress schedule during all disputes or disagreements between Foundation and City. No work shall be delayed or postponed pending resolution of any disputes or disagreements.

10. Intentionally Omitted.

11. FIELD LAYOUT OF THE WORK AND RECORD DRAWINGS.

The entire responsibility for establishing and maintaining a line and grade in the field lies with Contractor. Contractor shall maintain an accurate and precise record of the location and elevation of all pipelines, conduits, structures, manholes, handholds, fittings, and the like and shall deliver these records in good order to the Project Manager as the work is completed. These records shall serve as a basis for record drawings. The cost of all such field layout and recording work shall be paid by Foundation.

12. SAFETY AND PROTECTION.

- a. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the construction of the facility. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - i. All employees on the construction site and other persons who may be affected thereby;
 - (1) All the work and all materials or equipment to be incorporated therein, whether in storage on or off the construction site; and
 - (2) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
 - ii. Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss, and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and utilities when prosecution of the work may affect them. All damage, injury, or loss to any property referred to in Section 6(i) above, caused directly or indirectly, in whole or in part, by Contractor, any subcontractors or consultant, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the construction site shall continue until the construction of the Facility is completed, and the Project Manager has issued a notice to Contractor that the Facility is acceptable, except as otherwise provided in Article 27, Use of Completed Portions.
 - iii. Contractor shall designate a responsible member of its organization at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's Designated Representative unless otherwise designated in writing by Contractor to City.

13. CLEANING UP AND REMOVAL OF EQUIPMENT.

Contractor shall at all times keep the construction site free from accumulation of waste materials or rubbish caused by Contractor's operations. At the completion of the construction, Contractor shall remove all its waste materials and rubbish from and about the site, as well as its tools, construction equipment, machinery, and surplus materials. If Contractor fails to clean up at the completion of the construction, City may do so, and the

- cost thereof shall be charged to Contractor.
14. **BONDS, INDEMNIFICATION, AND INSURANCE.**

Prior to commencement of any work on the construction of the Indoor Recreational Facility, the Contractor shall furnish a Performance and Payment Guaranty consisting of either:

a. Performance and Payment Bond (Surety)

- i. A Performance and Payment Bond (separate Performance Bond and separate Payment Bond) of the form and containing all the provisions of the Performance and Payment Bond (Performance Bond and Payment Bond forms), attached hereto and made a part hereof.
- ii. The Bonds shall be in the amount of one hundred ten percent (110%) of the Contract amount guaranteeing to City the completion and performance of the Project covered in this Agreement, as well as full payment of all suppliers, materialmen, laborers, or subcontractors employed pursuant to the construction of the Facility. Such Bonds shall be with a surety company that is qualified pursuant to Section c. Qualifications of Surety below.
- iii. Such Bonds shall be in effect for one (1) year after completion and acceptance of the Facility with liability equal to one hundred ten percent (110%) of the Contract price, or an additional Bond shall be conditioned that Contractor shall, upon notification by City, correct any defective or faulty work or materials that appear within one (1) year after completion of the construction.
- iv. The Payment and Performance Bond required herein shall be in conformance with Chapter 255.051, *Florida Statutes*, and shall be on such forms provided by City.
- v. City shall not be responsible for the cost to secure the Performance and Payment Bonds required for the construction of the Facility.

- b. Performance and Payment Guaranty. In lieu of a Performance and Payment Bond, Contractor may furnish an alternate form of security that may be in the form of cash, money order, certified check, cashier's check, or irrevocable letter of credit. Such alternate forms of security shall be for the same purpose and shall be subject to the same conditions as those applicable above and shall be held by City for one (1) year after completion and acceptance of the Facility.

c. Qualifications of Surety

- i. A Performance Bond and separate Payment Bond shall be executed by a surety company shown on the United States Treasury approved list of companies and also authorized to do business in the State of Florida. Both

Bonds shall show City as obligee.

- ii. The surety company shall have at least the following minimum ratings in the latest version of A.M. Best's Insurance Report:

Amount of Bond	Policyholder's Ratings	Best's Financial Size Category
500,001 to 1,000,000	B+	Class I
1,000,001 to 2,000,000	B+	Class II
2,000,001 to 5,000,000	A	Class III
5,000,001 to 10,000,000	A	Class IV
10,000,001 to 25,000,000	A	Class V
25,000,001 to 50,000,000	A	Class VI
50,000,001 or more	A	Class VII

- iii. Indemnification of City

- (1) Contractor shall indemnify and hold harmless City and Foundation, its officers, and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Contractor and other persons employed or utilized by Contractor in the design and construction of the Indoor Recreational Facility. The indemnification herein is limited to the greater of the Insurance of Contractor for such claim or Five Million Dollars (\$5,000,000.00), whichever is greater. Regardless of the foregoing, this provision shall be limited by Chapter 725.06, *Florida Statutes*.
- (2) The indemnification provided above shall obligate Contractor to defend at its own expense to and through appellate, supplemental, or bankruptcy proceeding, or to provide for such defense, at the City Attorney's option, any and all claims of liability and all suits and actions of every name and description that may be brought against City that may result from the operations and activities under this Agreement, whether performed by Contractor, its subcontractors, its consultants, or by anyone directly or indirectly employed by any of the above.
- (3) The execution of this Agreement by Contractor shall obligate Contractor to comply with the foregoing indemnification provision; however, the collateral obligation of insuring this indemnity shall be complied with as set forth in the Agreement.

- d. Insurance

Contractor shall provide, pay for, and maintain in force at all times such insurance, including Workers' Compensation Insurance, Employer's Liability Insurance,

Comprehensive General Liability Insurance, and shall provide, pay for, and maintain in force at all times during the construction, operation, and maintenance of the Indoor Recreational Facility, Professional Liability Insurance to assure to City the protection contained in the foregoing indemnification and save harmless clauses undertaken by Contractor. The Comprehensive General Liability Policy shall clearly identify the foregoing indemnification and save harmless clauses by the additional named insured endorsement under this Article.

Such policy or policies shall be issued by companies authorized to do business in the State of Florida and have a resident agent licensed in Florida. Contractor shall specifically protect City by naming City as an additional named insured under the Comprehensive General Liability Insurance Policy hereinafter described.

- i. Professional Liability (Errors and Omissions), Intentionally Omitted.
- ii. Workers' Compensation Insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) shall include Employer's Liability with limits of One Million Dollars (\$1,000,000.00) each accident, One Million Dollars (\$1,000,000.00) each disease, and One Million Dollars (\$1,000,000.00) aggregate by disease.
- iii. Comprehensive General Liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability shall include:
 - (1) Premises and/or Operations on an occurrence basis.
 - (2) Independent Contractors.
 - (3) Products and/or Completed Operations Liability on an occurrence basis.
 - (4) Explosion, Collapse, and Underground Coverages.
 - (5) Broad Form Property Damage.
 - (6) Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement.
 - (7) Personal Injury Coverage with Employees and Contractual Exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.
- iv. Business Automobile Liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage shall be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and shall include:

Owned vehicles.
Non-owned and hired vehicles.

- v. Builder's Risk Insurance - Coverage shall be "All Risk" coverage for one hundred percent (100%) of the completed value of the structure(s), building(s) or addition(s). Where contract calls for install of machinery or equipment, the policy must be endorsed to provide coverage on "All Risk" basis during transit and installation. The policy must be issued with a deductible of not more than \$50,000 per claim.

Builders Risk / Installation Floater – Contractor shall take out and maintain, as applicable, during the construction of the Facility, "all risk" type builders risk insurance satisfactory to City for the completed value of the Facility that shall protect Contractor and City as their interests may appear, for the following hazards to the work, encompassing structures in the course of construction, including foundations, additions, attachments and all permanent fixtures belonging to and constituting a part of said structures, as well as materials and equipment suitably stored at the site and Contractor's construction equipment, materials, and temporary structures:

- (1) Fire and lightning, vandalism, and malicious mischief;
 - (2) Extended coverage including windstorm, hail, flood, explosion, riot, civil commotion, aircraft, vehicle, and smoke damage.
- e. Notice of Cancellation, Expiration, and/or Restriction: The policy(ies) shall be endorsed to provide City with thirty (30) calendar days' advanced written notice of cancellation, expiration, and/or restriction to the attention of the Project Manager, c/o Risk Management Coordinator, City of Palm Beach Gardens, 10500 North Military Trail, Palm Beach Gardens, Florida 33410.
- f. Contractor shall furnish to the Project Manager Certificate(s) of Insurance evidencing the insurance coverages required herein prior to commencement of any work on this Project. Such certificate(s) shall reference this Agreement. City reserves the right to require a certified copy of such policies upon request. All certificates shall state that City shall be given thirty (30) calendar days' prior written notice of cancellation and/or expiration.
- g. The official title of City is "City of Palm Beach Gardens." This official title shall be used in all insurance or other legal documentation. City shall be included as "Additional Insured" with respect to liability arising out of operations performed for City by or on behalf of Contractor or acts or omissions of Contractor in connection with such operation.

EXHIBIT “C”

FUND-RAISING PLAN & DEVELOPMENT PHASING PLAN

This Exhibit sets forth the fund-raising and development phasing milestones, which have been developed by Foundation and accepted by City. Foundation shall submit to City a report, prepared by a certified public accountant, identifying the funds raised related to the milestones identified below, and for every report subsequent to the initial report those funds raised since the previous report had been filed. The report need not identify the names of the donors; however, it must identify the donation and pledges which are committed to in writing (without conditions which are contrary to the requirements of this Agreement) and/or actually received. The report shall also describe the current stage of development and construction of the Facility, and identify any potential issues that may impact the development phasing plan.

The report shall be submitted to the City Manager’s Office no later than thirty (30) days following each milestone deadline, as set forth below, beginning with the reporting year 2021. City will review the report for compliance with the milestones identified below.

City shall notify City Council and Palm Beach County of the status of Foundation’s compliance with these requirements.

FUND-RAISING MILESTONES

Milestone Deadline	Total	Accumulated Total
	PHASE 1	
October 3, 2020 ¹	\$7,000,000	\$7,000,000
May 31, 2021	\$5,000,000	\$12,000,000
December 31, 2021	\$5,000,000	\$17,000,000
March 31, 2022 ²	\$10,000,000	\$27,000,000
	PHASE 2	
May 31, 2022	\$6,625,000	\$33,625,000
December 31, 2022	\$5,000,000	\$38,625,000
May 31, 2023	\$5,000,000	\$43,625,000

¹ The first milestone deadline shall be October 3, 2020, or one (1) year following the City’s receipt of written approval of this Agreement from Palm Beach County, whichever is later.

² This milestone is for receipt of financing. Financing shall occur on or before March 31, 2022, subject to funding approval by a qualified lender. Foundation shall use its best efforts to secure financing in a timely manner prior to final Phase 1 fundraising milestone.

DEVELOPMENT/CONSTRUCTION MILESTONES

Development/Construction Progress	Milestone Deadline
Submit for site plan approval	Within six months of execution of Agreement
Submit for building permits	Within six months of site plan approval
Vertical Construction of Facility begins	Within six month of issuance of all permits and approvals by City
Substantial Completion of the Facility, or any phase thereof.	Within twenty-four (24) months of commencement of construction of the Facility

PHASING PLAN

Phase I	Phase II
<p><u>Ground Level</u></p> <p>Two (2) ice rinks</p> <p>Six (6) squash courts</p> <p>One (1) children's play area and rock-climbing wall</p> <p>Three (3) multi-purpose rooms</p> <p>One (1) health / wellness area</p> <p>One (1) retail pro shop</p> <p>One (1) concession area</p> <p>Administrative offices</p> <p><u>Upper Level</u></p> <p>One (1) community / conference room</p> <p>One (1) fitness area</p> <p>Two (2) multi-purpose rooms</p> <p>One (1) restaurant / bar</p> <p>One (1) observation area</p> <p>One (1) squash viewing area</p>	<p><u>Ground Level</u></p> <p>One (1) 4-court multi-sport gymnasium</p> <p>One (1) 2-court championship multi-sport gymnasium</p> <p><u>Upper Level</u></p> <p>Elevated jogging track</p> <p>Two (2) multi-purpose rooms</p>



**PALM BEACH NORTH
ATHLETIC FOUNDATION**

Creating a Lasting Legacy

JAN 11 19 12:24 PM REC

proposers name

PALM BEACH NORTH ATHLETIC FOUNDATION, INC.

address:

**11300 US HIGHWAY 1 NORTH • SUITE 500
PALM BEACH GARDENS, FL 33408**

rfp number

RFP2018-050CS

due date:

FRIDAY JANUARY 11, 2019 AT 3:00 PM

title of rfp:

**DEVELOPMENT OF THE GARDENS
NORTH COUNTY DISTRICT PARK
INDOOR RECREATION FACILITY**

TO:

City Clerk

City of Palm Beach Gardens

10500 North Military Trail

Palm Beach Gardens, FL 33410

CONTENTS:

- Signed original Solicitation Summary Form
- 1 USB containing electronic version of proposal in PDF format
- Proposal Bond \$5,000.00 Cashier's Check payable to the City of Palm Beach Gardens, Florida

**DO NOT OPEN UNTIL
1/11/2019 at 3pm**

This sealed envelop contains a response to a request for proposal.
It must be opened only by authorized staff at the date/time indicated above.



RFP2018-050CS

DEVELOPMENT OF THE
GARDENS NORTH COUNTY DISTRICT PARK

Indoor Recreation Facility



PALM BEACH NORTH
ATHLETIC FOUNDATION

Creating a Lasting Legacy

THIS DOCUMENT WAS DESIGNED FOR AND IS BEST VIEWED USING 11" X 17" LANDSCAPE PAPER

cover letter

Creating a Lasting Legacy

City of Palm Beach Gardens
RFP2018-050CS, Development of The Gardens North County District Park Indoor Recreation Facility

January 10, 2019

SECTION 12 SOLICITATION SUMMARY

City of Palm Beach Gardens
10500 North Military Trail
Palm Beach Gardens, FL 33410


PURCHASING DEPARTMENT

SOLICITATION SUMMARY

IMPORTANT NOTICE

The information you provide on this page will be read aloud at the PUBLIC OPENING for this Solicitation. It is VERY IMPORTANT that the summary information you provide below is exactly the same information contained in your Proposal. If subsequent to the opening of Proposals, the City determines that the information contained in the electronic version of your Proposal is different from the information on this Solicitation Summary, the City reserves the right to deem your Proposal NON-RESPONSIVE, and remove your Proposal from further evaluation and consideration for contract award.

PROPOSAL INFORMATION

Proposal Number: RFP2018-050CS
Title: Development of the Gardens North County District Park Indoor Recreation Facility
Due Date and Time: January 11, 2019 @ 3:00PM
Name of Proposer: Palm Beach North Athletic Foundation, Inc.
Address: 11300 US Highway 1 North, Suite 500, Palm Beach Gardens, FL 33408
Contact Person: Michael Winter, President
Authorized Signature: 
Date: January 10, 2019

By signing and submitting this Solicitation Summary, the Proposer affirms that the information provided above is an exact and correct summary of the information contained in the electronic version of the Proposer's Proposal to the City of Palm Beach Gardens.

KmI Ra
Purchasing and Contracts Director
Palm Beach Gardens
10500 North Military Trail
Palm Beach Gardens, FL 33410

RE: RFP2018-050CS Gardens North County District Park Indoor Recreation Facility

Members of the Selection Committee,

The City of Palm Beach Gardens (the City) is known for providing quality recreation facilities to its residents as well as those in surrounding communities. Residents and visitors are drawn to the City due in part to the quality and diversity of recreation offered. As the City, and northern Palm Beach County as a whole grows, it is important that the City plan for the continued provision of these recreational opportunities and provide spaces into which the City and region can grow.

To this end, The Palm Beach North Athletic Foundation and its dynamic affiliated team members are thrilled to submit this proposal to the City for the development of a state-of-the-art multi-sport indoor recreation facility. As you will see, this proposal addresses the City's current recreational needs as shown in the June 2018 "Recreation Services Analysis" while also providing flexible indoor areas that can change and grow with the needs of the community, and specialty areas that will bring new recreational opportunities to the City and region.

With this bold undertaking, we will deliver a world class facility to Palm Beach Gardens and the surrounding communities. This truly unique facility will enhance the City and region, providing a much needed indoor recreation complex with a complete array of amenities and cutting edge programming. This will fulfill the current recreational needs for residents of all ages and abilities, while preparing the community for the recreational needs of the future.

As members of this special community, we are looking forward to a long and rewarding relationship with the City and its residents.

Respectfully,



Michael Winter
President
Palm Beach North Athletic Foundation Inc.

executive summary

Creating a Lasting Legacy

Following is a summary of the key information contained in this proposal:

- 1. Size of the facility** — The facility will be approximately 200,000 SF with an estimated 500+ parking spaces. *(page 30)*
- 2. Projected construction start and completion date** — We have a 17-month completion target. Construction is estimated to begin April of 2020 and be completed by September 2021. *(page 42)*
- 3. Floor plans and renderings of the proposed facility** — The proposed site plan, floor plans, and renderings for the proposed facility can be found on *pages 32-41*.
- 4. Who will own, operate and maintain the facility** — The Palm Beach North Athletic Foundation (PBNAF), a 501 (C)(3) not for profit organization based in Palm Beach Gardens, will own and operate the facility through their Board of Directors and Advisory Council. Jeff Campol of CCGroup has been identified to manage day-to-day operations and maintenance of the facility. *(page 43)*
- 5. Types of indoor programs that will be offered** — A wide array of indoor programming is being proposed for this facility including, but not limited to basketball, volleyball, pickleball, futsal, fitness/group classes, walking/jogging, squash, lacrosse, gymnastics, wrestling, cheerleading, rock climbing, agility, dance, ice skating, figure skating, hockey, and curling. *(page 31)*
- 6. Source and status of funding and total investment in the project** — The total estimated project development budget is \$43,625,000. Of that, the PBNAF will fund approximately \$33,625,000 (80%) of the development costs with the remaining \$10,000,000 (20%) coming from traditional bank financing. *(page 44)*
- 7. Nature of commitment required from City** — The City of Palm Beach Gardens will not be expected to help fund the construction. However, in the spirit of partnership the PBNAF would ask that the City expedite the approval process, waive development fees, provide utilities within 5 feet of the building, aid in facility marketing, appoint a dedicated inspector for construction, and facilitate a shared parking agreement. *(page 44)*
- 8. If and when ownership will transfer to the City** — Ownership would transfer to the City at the end of the interlocal agreement with Palm Beach County. If at that time the City and County would like to exercise an extension option for the land, the PBNAF would desire to extend its agreement with the City. *(page 43)*
- 9. Financial benefits and/or revenue to the City** — Proposed revenue sharing will be negotiated between the City and PBNAF at the time of selection. *(page 46)*
- 10. Marketing plans** — We will work with the appropriate City and County departments and with local stakeholders to develop a meaningful and fully cohesive marketing plan that will employ traditional print, radio and television marketing, web-based and social marketing, and grass roots marketing to become an integrated part of the community. *(page 43)*
- 11. Similar projects successfully financed, developed, and operated** — Incredible Ice, in Coral Springs, Florida, is a 125,000 SF facility developed as a public-private partnership between the City of Coral Springs and CanAm Investment Group, managed by Jeff Campol. It was built in 1996 and then expanded in 2009, due to its financial success. *(page 18)*
- 12. Professional references** — Reference letters for Jeff Campol and Charlotte Pelton can be found on *pages 5 and 6* of this proposal. Project references for our design team can be found on *pages 18-23*. Additionally, letters from local business leaders supporting the project are included on *pages 25-29*, with letters of financial support from local banks on *page 46*.
- 13. Project team and subcontractors known at the time of proposal submission** — To make our vision a reality, we have brought together a team of professionals that are uniquely qualified to guide this project from conception to completion, and from there into the future. Our team includes: Chiodini Architects as lead architect; WGI for planning, landscape architecture, civil engineering, and survey; and Stephen Boruff, AIA Architects + Planners, Inc. as our local architectural representative. In addition, Chiodini Architects and Stephen Boruff, AIA Architects + Planners bring with them a group of second tier subcontractors with extensive experience in mechanical/electrical engineering, foodservice, structural engineering, and ice rink engineering. *(page 7)*
- 14. Names and contact information for all members of the development and project team** — Our current development and project team consists of nine companies and over 25 people. A full list of the team members and their companies can be found on *page 8* of this response.

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Creating a Lasting Legacy

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Team Information, Experience, and References

introduction of the team

Creating a Lasting Legacy

The Palm Beach North Athletic Foundation (PBNAF), a 501(C)(3) not for profit organization based in Palm Beach Gardens, Florida, was founded by a diverse group of individuals with the goal to create a best-in-class athletic facility in North Palm Beach County. We are a multidisciplinary group of passionate individuals with backgrounds ranging from business to athletics who are committed to developing a state-of-the-art indoor multi-sport recreational facility in Palm Beach Gardens. PBNAF is excited for the opportunity to work with the City of Palm Beach Gardens to create and deliver the premier indoor recreation facility for the Palm Beach Gardens community, northern Palm Beach County, and the region at large.

Our Mission—To develop and operate a world class community recreation facility that will provide people of all ages and abilities a safe, state-of-the-art environment to help them achieve their goals.

Our Vision—To create a lasting legacy and enduring future in Palm Beach County, and improve the quality of life for people of all ages and backgrounds, by promoting healthy, active lifestyles through sports. Building community through shared experiences will help youth and adults develop their full potential socially, physically,

and mentally. To make our vision a reality, we have assembled a team of professionals that are uniquely qualified to guide this project from conception to completion, and from there into the future. Our design and development team has decades of national and local experience in recreation design, planning, engineering, and construction. CCGroup, the firm selected to manage the facility, has the professional management experience necessary to ensure the financial stability and growth of the

facility through diverse revenue sources well into the future. Our team includes:

PALM BEACH NORTH ATHLETIC FOUNDATION (PBNAF) Michael Winter is president of PBNAF and co-founder of Otter Creek Advisors, an investment management firm based in Palm Beach Gardens. Prior to that, he worked at Otter Creek Advisors' predecessor firm Otter Creek Management, a long/short hedge fund that was based in West Palm Beach from 2007 until the founding of Otter Creek Advisors

in 2014. Prior to joining Otter Creek, Mr. Winter worked as a portfolio manager and analyst at a long/short equity hedge fund in Boston, MA from 2005 through

2006. From 2000 through 2003, Mr. Winter worked as an investment associate with Putnam Investment Management in Boston. He maintains the Chartered Financial Analyst (CFA) designation and has an MBA with concentrations in Accounting, Economics, Entrepreneurship, Finance from the University of Chicago Booth School of Business.

Michael and his wife Sarah have resided in Palm Beach County for over twelve years and currently live in North Palm Beach, FL. They have four young boys ranging in age from two to seven years old. They are active at St. Mark's Episcopal School in Palm Beach Gardens and their children have participated in many sports through both the PBGYAA and JTAA.

CCGROUP Jeff Campol of CCGroup has been identified to manage the team of recreation professionals who will be charged with the operations for the facility. CCGroup is a Florida-based recreation facility development and management company specializing in all aspects of facility development including feasibility assessments, strategic planning, financial forecasts, economic impact studies, and professional management. Jeff Campol will serve as the contact person for our team.

EXPERIENCE WITH OPERATING INDOOR RECREATION FACILITIES

The PBNAF has retained Jeff Campol of CCGroup to manage and operate the approximately 200,000 SF multi-sport facility on a daily basis. As a principal at CCGroup, Jeff's vast experience in recreational facility development and management are unparalleled. As the founder of Can Am Investment Group, he conceived, designed, constructed, and managed one of the premier recreational facilities in the country located in Coral Springs, Florida from 1994 to 2016.

Jeff and his key management team established an enviable record of financial success and industry-wide recognition rarely equaled in today's ever changing market. His commitment to excellence, attention to detail, vast network of industry contacts, and willingness to get the job done make him a highly respected professional within the recreation industry; and his clear understanding of public-private partnerships, particularly as they relate to recreation, is a key factor in having him as an integral part of the PBNAF team.

CHARLOTTE PELTON & ASSOCIATES, INC. A leader in strategic planning, marketing, and fundraising, Charlotte Pelton & Associates, Inc. is committed to providing superior consulting services that give nonprofit organizations the strategic tools needed to maximize their potential for success.

Headquartered in Palm Beach County, Florida, their team of professionals offers a broad range of experience and is dedicated to helping nonprofits organize, expand, and better serve their constituencies by using their collective expertise to develop and implement plans and programs that have a meaningful impact.

We are a multidisciplinary group of passionate individuals with backgrounds ranging from business to athletics' who are committed to developing a state-of-the-art indoor multi-sport recreational facility in Palm Beach Gardens

BOARD OF DIRECTORS



Michael Winter
President
Co-founder and Principal
Otter Creek Advisors, LLC



Russell Dise
Vice President
Founder and President
JetLease



Tyler Walling
Director
Co-founder and Principal
Otter Creek Advisors, LLC



Brian Duncan
Treasurer
Executive Director
Natera Energy Resources



James Driscoll
Director
PGA Golf Professional

ADVISORY COUNCIL

Mike Eruzione
Captain: 1980 USA Olympic
"Miracle on Ice"
Gold Medal Hockey team

Tucker Frederickson
Former New York Giants
Running Back

Natalie Grainger
Former World #1
Squash Professional and
3-time US Open Champion

Carl Kreitter
Retired Principal of
Morpan Stanley

Brian Seymour
Attorney
Gunter Law Firm

Alex Tanguay
NHL Stanley Cup
Champion

Marcie Tinsley
Former Mayor
Palm Beach Gardens

letters of reference

Creating a Lasting Legacy

November 7, 2018

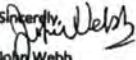
In my tenure as President of the Florida Sports Foundation from (2005-2013) and prior to that as the Senior Vice President and Director of Sports Development, Broward County from (1990-2010) I had the distinct pleasure to get to know Jeff Campol. A visionary with an entrepreneurial spirit he was determined to develop a state of the art recreation complex in Broward County and I watched his vision become reality in the City of Coral Springs in 1996.

He had a knack for bringing people together for the greater good of the community and his long term and envious record of accomplishments were proof of his hard work over many years. He became well known and highly regarded within the industry and helped elevate Coral Springs attracting numerous recreational and international large format events. He helped the County and City immensely while further promoting South Florida as a year round recreation destination. He repeatedly delivered on his promises and was a valued business member of City and County and actively promoted both. I truly appreciated his warm and welcoming demeanor, his vision and his business acumen.

Over the years, Incredible Ice has been recognized for their creative programming, cutting edge design and was consistently awarded with industry accolades including:

2016	- Venue of the Year: Florida Sports Foundation
2017, 13, 12 & 02	- USA Hockey, National Championships, Host Site
2015	- Dietl National Award for Ice Arena Excellence
2015, 12, 10, 08, 06 & 04	- Sunshine State Figure Skating Championships, Host Site
2007	- Forbes Magazine Recognition - Top Facilities in Country
2006	- USA Today Recognition - Top 10 in Country
2004	- Special Olympics Florida Excellence in Training Award

I highly recommend him and applaud this new undertaking in Palm Beach County and have no doubt that success will again follow him.

Sincerely,

John Webb
Former President
Florida Sports Foundation

"...Jeff Campol...A visionary with an entrepreneurial spirit was determined to develop a state of the art recreation complex in Broward County and I watched his vision become reality..."

DEVELOPMENT OF THE GARDENS NORTH COUNTY DISTRICT PARK INDOOR RECREATION FACILITY | RFP2018-050CS | PAGE 5

Michael S. Levinson
4884 Hampshire Court
Suite 203
Naples, Florida 34112
mlevinson@rethinkgov.com

November 22, 2018

It is with full confidence that I write this letter of reference for Mr. Jeff Campol. I have known Jeff since 1994 and had the pleasure of working directly with him until 2010 as the City Manager of Coral Springs, Florida towards the development and operations of incredible ice facility. Throughout that time and beyond, his business acumen and relationship building skills were a strong component of his numerous successes. My dealings over the years were professional, cordial and fruitful as his vision turned into a bona fide success story of public private partnership and continues today as a national best practice.

As a key member of our community he quickly became a welcome fixture and was a tireless supporter of our City and helped us to develop The Sportsplex at Coral Springs into a major recreation destination. As a key partner with the City over his 20 year tenure he delivered positive recognition, enhanced opportunities and financial support to the City.

As an integral member of my team, Jeff contributed greatly to our AAA ratings on Wall Street and our ability to sustain a customer satisfaction rating of greater than 90%.

I highly recommend Jeff and feel confident in his abilities to deliver a world class facility and experience to the City of Palm Beach Gardens.

Sincerely,



Michael S. Levinson
Former City Manager
City of Coral Springs, FL (1993-2010)
Malcomb Baldrige Award Recipient (2007)

"...I have known Jeff since 1994 and had the pleasure of working directly with him until 2010 as the City Manager of Coral Springs..."

letters of reference

Creating a Lasting Legacy



November 15, 2018

To Whom It May Concern:

As the former CEO and Managing Partner of the NHL Florida Panthers Hockey Club, I had the privilege of getting to work with and know Jeff Campol. From that time, and the continuing friendship we have maintained, I feel uniquely capable of commenting on his professionalism, work ethic, and ability to deliver results.

His complete understanding of the development and construction process and his executive management skills were clearly evident on a daily basis. In his role, he directly managed a staff of around 100. I personally worked closely with Jeff on a 2-year, \$10.5 Million expansion project of the then named incredibleCE, creating the NHL's premier training facility at the time. His daily role, his project management, and his willingness to always multi-task into several additional roles with the organization defined him as a key member of our executive team.

As a Palm Beach resident, I am thrilled that the possibility of a state of the art indoor multi-sport facility is on the horizon. I feel quite confident that Jeff will once again play an integral role in assuring its success. In a world of overpromising and under delivering, he is a refreshing combination of quiet confidence and unfaltering ability.

Sincerely,

Stu Siegel
CEO

"...As the former CEO and Managing Partner of the NHL Florida Panthers Hockey Club...I feel uniquely capable of commenting on [Jeff's] professionalism, work ethic, and ability to deliver results."

December 3, 2018

To Whom It May Concern:

It is my absolute pleasure to recommend to you Mrs. Charlotte Pelton, President of Charlotte Pelton & Associates, Inc.

As the Chief Financial Officer of St. Mark's Episcopal Church and School, I have worked closely with Charlotte for many years, and she has been a huge asset to us. Charlotte has served on our church vestry including holding the position of senior warden, as well as volunteering on many other committees for both the church and school. She is currently an active member of St. Mark's, and I have known her both personally and professionally for over 18 years.

Charlotte and her firm were heavily involved with our recent capital campaign resulting in the completion of our campus renovation project. St. Mark's was able to raise over \$10,000,000 in capital gifts for the project and I can say that the success of the campaign would not have been possible without Charlotte and her team! Charlotte was truly dedicated to supporting the mission of St. Mark's in every way possible.

I thoroughly enjoyed working with Charlotte and her team, and came to know her as a valuable asset to St. Mark's. She is honest, dependable, and incredibly hard-working. Without a doubt, I confidently recommend Charlotte to you, and I know she will become a valuable asset to your project as well.

Please feel free to contact me should you like to discuss this further as I would be happy to expand on my recommendation.

Sincerely,

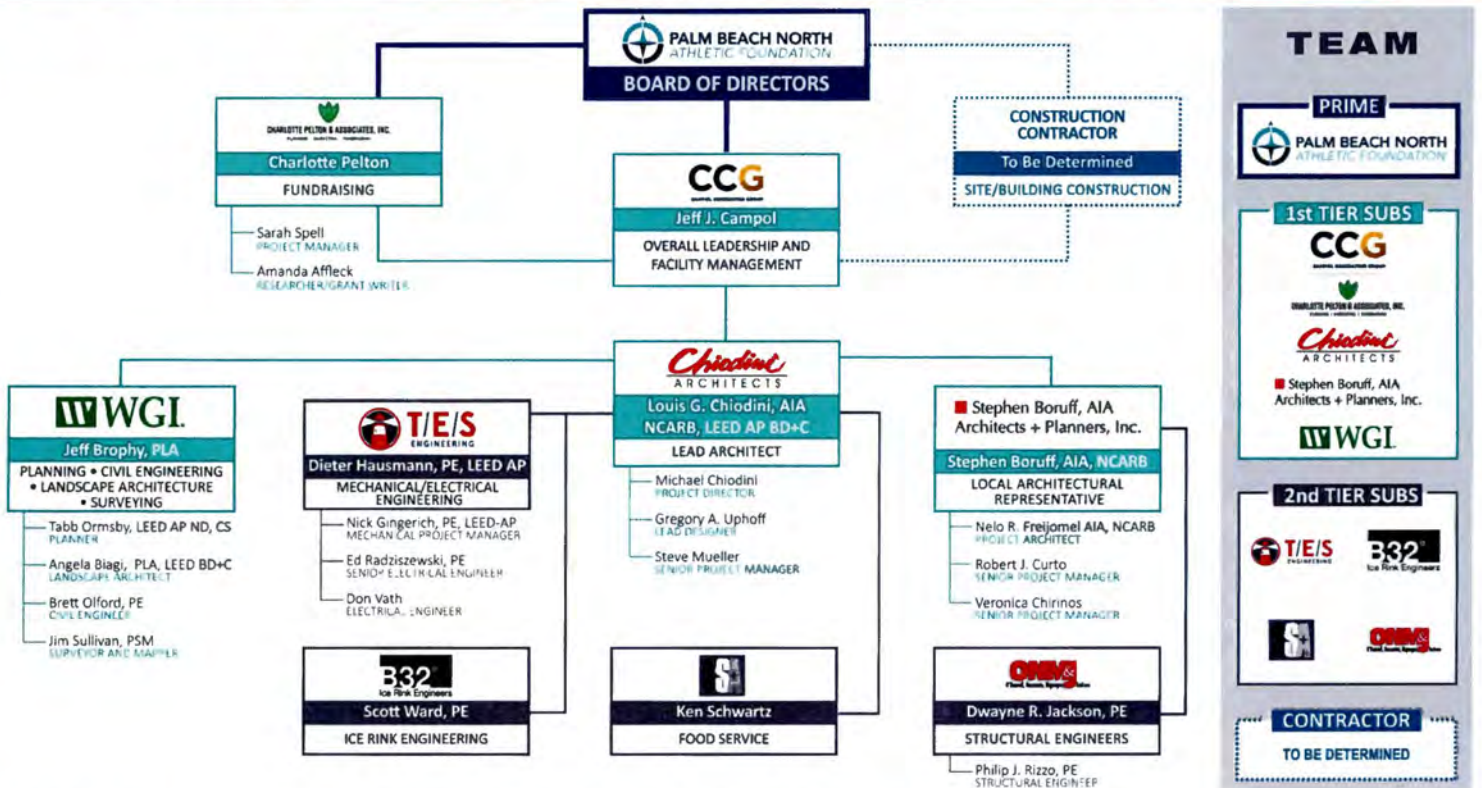
Ron McElhone
Chief Financial Officer
St. Mark's Church Inc.

"...Charlotte and her firm were heavily involved with our recent capital campaign resulting...St. Mark's was able to raise over \$10,000,000 in capital gifts..."



organizational chart

Creating a Lasting Legacy



TEAM

PRIME

PALM BEACH NORTH ATHLETIC FOUNDATION

1st TIER SUBS

CCG

Charlotte Pelton & Associates, Inc.

Chiodini ARCHITECTS

Stephen Boruff, AIA Architects + Planners, Inc.

WGI

2nd TIER SUBS

T/E/S ENGINEERING

332 Ice Rink Engineers

SI

ONES

CONTRACTOR TO BE DETERMINED

team/prime resume

Creating a Lasting Legacy

	COMPANY	STAFF	ROLE	YEARS OF EXPERIENCE
PRIME	Campol Consulting Group (CCG) 8634 NW 59th Place, Parkland, FL 33067 954.647.8090 jeff@campolconsultinggroup.com	Jeff J. Campol	Project Manager (PM)	24
1 st TIER	Charlotte Pelton & Associates, Inc. (CPA) 4440 PGA Boulevard, Suite 600 Palm Beach Gardens, FL 33410 561.626.6557 • charlotte@charlottepelton.com	Charlotte Pelton	Fundraiser	25
		Sarah Spell	Project Manager	15
		Amanda Affleck	Researcher/Grant Writer	12
1 st TIER	Chiodini Architects (CHA) 1401 South Brentwood Blvd., Studio 575 St. Louis, Missouri 63144 314.725.5588 mchiodini@chiodini.com	Louis G. Chiodini, AIA, NCARB, LEED AP BD+C	Principal in Charge	55
		Michael Chiodini	Project Director	25
		Gregory A. Uphoff	Lead Designer	31
		Steve Mueller	Senior PM	25
		Jeff Brophy, PLA	Principal in Charge	18
1 st TIER	Wantman Group, Inc. (WGI) 2035 Vista Parkway West Palm Beach, FL 33411 561.687.2220 jeff.brophy@wgin.com	Tabb Ormsby, LEED AP ND, CS	Planner	7
		Angela Biagi, PLA, LEED BD+C	Landscape Architect	17
		Brett Oldford, PE	Civil Engineer	24
		Jim Sullivan, PSM	Surveyor and Mapper	21
		Stephen Boruff, AIA, NCARB	Principal in Charge	28
1 st TIER	Stephen Boruff, AIA Architects + Planners, Inc. (SBA) 901 Northpoint Parkway, Suite 101 West Palm Beach, Florida 33407 561.471.8520 nelo@sba-arch.com	Nelo Robert Freijomel, AIA, NCARB	Project Architect	8
		Robert J. Curto	Senior PM	21
		Veronica Chirinos	Senior PM	12
2 nd TIER	T/E/S Engineering, Inc. (TES) 25760 First Street, Westlake, OH 44145 440.614.0318 tdhausmann@tesengineering.com	Dieter Hausmann, PE, LEED-AP	Director Engineer	35
		Nick Gingerich, PE, LEED-AP	Mechanical PM	15
		Ed Radziszewski, PE	Sr. Electrical Engineer	30
		Don Vath	Electrical Engineer	6
2 nd TIER	Schwartz Schwartz + Associates, Inc. (SSA) 601 South Harbour Island Blvd., Suite 211 Tampa, FL 33602 813.575.6900 • ken@studiosfs.com	Ken Schwartz	Food Service Consultant	31
2 nd TIER	B32 Ice Rink Engineers 2211 O'Neil Road, Hudson, WI 54016 651.256.3090 • scott.ward@b32eng.com	Scott Ward, PE	Refrigeration Engineer	24
2 nd TIER	O'Donnell, Naccarato, Mignogna & Jackson, Inc. (ONMJ) 1655 Palm Beach Lakes Blvd., Suite 204 West Palm Beach, FL 33401 561.835.9994 • djackson@onmj.net	Dwayne R. Jackson, PE	Structural Engineer	33
		Phillip J. Rizzo, PE	Structural Engineer	20

Jeff is a dynamic, results-driven, senior-level business management executive with successful background in leading large-scale operations within high-growth organizations in competitive markets. Proven excellence in driving infrastructure development, operational performance, client satisfaction, revenue assurance, and process improvement initiatives with strong financial capabilities. Performance oriented, driven by goals, timeframes, and quantifiable benchmarks. Broad leadership expertise within startup, turnaround challenges, and rapid growth situations. Jeff puts emphasis on being a catalyst for change and a driver of results. He delivers return on investment for stakeholders while achieving company financial and strategic objectives.



Jeff J. Compol
PROJECT MANAGER

EDUCATION
Bachelor of Education
University of Toronto
Toronto, Ontario, 1980
Bachelor of Arts
Urban Planning
York University
Toronto, Ontario, 1977
TOTAL YEARS OF EXPERIENCE 24

RELEVANT EXPERIENCE

Incredible Ice, LLC (d/b/a Panthers Ice Den), Coral Springs, FL The only triple ice skating facility south of Washington D.C. and one of only 12 facilities nationwide owned and operated by an NHL team. Property includes a 125,000 SF facility and a 16,000 SF NHL team training facility on 11 acres.

Jeff conceived, founded, designed, and constructed the first twin ice skating facility in the state of Florida. He was responsible for all programming for hockey operations, figure skating, and special events encompassing leading organizational direction, long-term planning, sales/business development, marketing, corporate sponsorships, contracts, program development/administration, strategic alliances/partnerships, customer service, food and beverage operations, retail operations, and compliance. Oversaw full and part-time staff of 100+ and reported directly to the executive chairman/president. Held full P&L accountability for revenues in excess of \$125M.

Select results and achievements:

- Increased revenues 18 consecutive years at one of the elite facilities in the country with gross annual revenues over \$9M
- Utilized a top-line management approach to rapidly achieve and exceed profitability goals and delivered \$125M in gross revenues and \$25M in operating income
- Designed a \$10.5M state-of-the-art 50,000 SF expansion of the Florida Panthers Training Facility to increase traffic flow and grow revenues. Project was delivered on time and under budget
- Introduced new and creative programming to broaden customer base. Established the only Curling Club in Florida
- Re-created fan development initiatives and formed rink alliances with local facilities which enhanced the Panthers' image in the South Florida marketplace and increased ticket sales
- Strategically linked the facility and the Florida Panthers Hockey Club to enhance sponsorship revenues and brand awareness
- Member of the Executive Management Team and the second longest tenured executive

Some of the facility awards and/or recognitions include:

- Host site for USA Hockey National Championships (2017, 2013, 2012, and 2002)
- Host site for the Florida Sunshine State Figure Skating Championships (2004-2012, 2015, and 2016)
- Fritz Deitl National Award Winner for Ice Arena Excellence, 2015
- Named one of the top facilities in the country with excellent figure skating programs (**Forbes Magazine, October 2007**)
- Named one of the 10 greatest places to figure skate in the nation (**USA Today, February 2006**)
- Excellence in Athlete Training Award Recipient Special Olympics Florida (2004)
- Recognized by Bauer-Nike, Reebok, and CCM as one of the top 100 leading retailers in the country

1st tier subs resumes

Creating a Lasting Legacy

For the past 25 years, Charlotte has been a CEO leading a group of highly skilled professionals who focus specific expertise to help clients achieve success in the areas of planning, marketing, and fundraising. Prior Insurance, hospitality, and energy industry experience provided her with expertise in developing and executing unique plans that produce measurable and impactful results that ensure long-term client satisfaction. She develops and implements strategic marketing and fundraising plans for nonprofits working in the areas of education, healthcare, arts and culture, recreation, and social services.

RELEVANT EXPERIENCE

Charlotte Pelton & Associates, Inc., Palm Beach Gardens, FL. Charlotte directs all aspects of a multifaceted management consulting firm. She has successfully completed capital and endowment fundraising projects, including St. Mark's Episcopal Church and School in Palm Beach Gardens, Trinity Episcopal Cathedral in Miami, and South Florida PBS in Miami and Boynton Beach.

Waters Pelton Organization, Inc., West Palm Beach, FL. Charlotte successfully completed capital and endowment fundraising projects, including Palm Health Foundation for the Palm Healthcare Pavilion in West Palm Beach, Glades Healthcare Foundation for Lakeside Medical Center in Belle Glade, The Salvation Army (multiple locations across the US), and Sonoma State University Green Music Center in Rohnert Park, CA.

Waters, Pelton, Ostroff & Associates, Inc., Palm Beach Gardens, FL. As president, Charlotte successfully completed capital and endowment fundraising projects, including Palm Beach Zoo in West Palm Beach, Center for the Arts at Mizner Park in Boca Raton, the Dr. Martin Luther King, Jr. Memorial in West Palm Beach, Loggerhead Marinelife Center, and HomeSafe, Lake Worth.

Cultural Council of Palm Beach County, Lake Worth, FL. As COO, CFO, and marketing director, Charlotte successfully oversaw operations, finances, and marketing of a complex nonprofit, operating officially as Palm Beach County's Local Arts Agency, and recipient of Tourist Development Council bed-tax funding for marketing and grants to local arts organizations. She successfully completed numerous tourism marketing campaigns, and worked closely with cultural executives and marketing directors from conception to implementation. Charlotte also oversaw growth in membership and revenues and the creation of the Center for Creative Education under a MacArthur Foundation grant.

Holiday Inns, Memphis, TN. As a corporate strategic planning analyst, Charlotte was a member of a 20-person corporate department, helping to successfully create a system-wide strategic plan that realigned multi-billion dollar corporate resources, and launched the Crown Plaza brand. She also created strategic planning systems that analyzed and informed restaurant purchasing and pricing for restaurant subsidiary Perkins Cake and Steak.

Blue Cross Blue Shield, TN. As a manager rates and underwriter, Charlotte oversaw the Rates and Underwriting Department, coaching a team of four professionals in review of and adjustments to group and individual health insurance premium pricing.



Charlotte Pelton
FUNDRAISER LEAD

EDUCATION

Bachelor of Science
Business Administration
University of Southern
Mississippi, 1974

AFFILIATIONS

Past president and member,
Executive Women of the Palm
Beaches

Member, Cultural Council of
Palm Beach County

Member, Mensa

Founding chair, Suncoast High
School Foundation

Founder, Palm Beach
International Festival

Vice chair and development
chair, Community Partners,
Changing Generations by
Changing the Odds

Community Advisory Council,
Junior League of the Palm
Beaches

TOTAL YEARS OF
EXPERIENCE 25

Sarah is a fundraising professional with 15 years of experience in the nonprofit and for profit sectors. Expertise in major gift cultivation, strategic planning, event management, and marketing. Experience in many segments of the nonprofit sector including health care, community development, education, and arts and culture.

RELEVANT EXPERIENCE

Charlotte Pelton & Associates, Palm Beach Gardens, FL. As vice president of marketing and fundraising, Sarah manages projects for clients, including the Mayor's Office of Sustainability and the Morikami Museum and Japanese Gardens. Supported Palm Beach Philanthropy Tank annual fundraising event.

University of Miami's Bascom Palmer Eye Institute, Palm Beach Gardens, FL. As major gifts development director, Sarah was responsible for all development initiatives for Palm Beach market, including management of five annual events. She raised more than \$750K annually in major gifts up to \$100K and managed execution of planned gifts. She also organized capital campaign for the Center for Macular Degeneration and Retinal Innovation and assisted with lead gift of \$12M.

McKenzie Development Solutions, West Palm Beach, FL. As president, Sarah successfully provided nonprofit fundraising services, including event and feasibility study management for American Lung Association of the Southeast, Inc., The Salvation Army, FoundCare, Connections Education Center of the Palm Beaches, and Hanley Center Foundation.

American Cancer Society, Palm Beach County, FL. As assistant executive director, Sarah managed the 19th Hole Club Reception and Golf Event, Making Strides Against Breast Cancer 5K Walk, and assisted with Palm Beach Gala. She successfully cultivated major gift prospects for Laureate Society membership (\$10K minimum).

Habitat for Humanity of Palm Beach County, West Palm Beach, FL. As interim development director, Sarah managed all aspects of the development department and staff of five, with a \$6M annual budget. She stewarded corporate partners and major donors together with the Executive Director and Board of Directors.

International Fine Art Expositions, West Palm Beach, FL. As assistant director, Sarah managed all aspects Palm Beach America's International Fine Art & Antique Fair, including working with Connoisseur Committee for Vernissage preview galas; managed invitations/invitation lists and design of event; solicited sponsorships; supervised international advertising and collateral campaigns; served as primary media contact, providing information for journalists, organizing press trips, editing press releases, and maintaining website; sold SFage to art dealers nationally and internationally.

Arts Council of New Orleans, New Orleans, LA. As development associate, Sarah provided grant writing for numerous Arts Council projects and solicited sponsors for the annual Fresh Art Festival.

Beurman Miller Fitzgerald, New Orleans, LA. As junior account executive, Sarah organized lobbying events in Washington DC for the Louisiana Oyster Task Force, and local press conferences and other media events. She successfully earned media and wrote press releases for Chaffe McCall, Junior Achievement, Lighthouse for the Blind, French American Chamber of Commerce, and Louisiana Oyster Task Force.



Sarah M. Spell
FUNDRAISING
PROJECT MANAGER

EDUCATION

Masters of Business
Administration - Finance
Palm Beach Atlantic University
Rinker School of Business, 2018

Bachelor of Arts
Public Relations
Minor in English Writing
School of Mass Communication
Loyola University, 2003

AFFILIATIONS

President, Association of
Fundraising Professionals
Palm Beach County Chapter
Board member, Boys & Girls
Club of Palm Beach County

Board member, Palm Beach
Sailing 4 Kids, West Palm Beach

Board member, West Palm 100,
West Palm Beach, FL

Committee member, The Lord's
Place, West Palm Beach, FL

Board member, Young
Leadership Council,
New Orleans, LA

TOTAL YEARS OF
EXPERIENCE 15

1st tier subs resumes

Creating a Lasting Legacy

Over twelve years, Amanda has provided comprehensive financial, research, planning, and administrative services to a wide range of organizations, including sole proprietorships, nonprofits, and corporations. Experienced research and finance manager and organizational consultant with an eye for efficiency and process improvements, a talent for analysis, and a passion for the practical details that make businesses and organizations successful. Remote and in-person services, including donor and grant research, grant writing and administration, and financial administration, bookkeeping and QuickBooks training. Strengths include grant research and writing, survey data collection and analysis, full charge bookkeeping, and extensive organizational skill-set. Outstanding work ethic, strong written and verbal communication, excellent attention to detail, and resourceful, creative problem solver, cheerful, collaborative team member, and QuickBooks Certified ProAdvisor.



Amanda S. Affleck
RESEARCHER AND
GRANT WRITER

EDUCATION
Bachelor of Arts
International Development
Studies
University of California, 2006

AFFILIATIONS
Member of American Institute
of Professional Bookkeepers
Phi Beta Kappa

**TOTAL YEARS OF
EXPERIENCE 12**

RELEVANT EXPERIENCE

Charlotte Pelton & Associates, Inc., Palm Beach Gardens, FL As director of finance and research, Amanda provides a wide range of consulting services and administration, including foundation research and grant writing, donor research and wealth screening, drafting and editing of client surveys, data collection and analysis, research and client report drafting in the areas of strategic planning, capital campaign feasibility studies, and human resource development, in-house payroll administration and tax filings, purchasing, A/P, A/R, full charge bookkeeping-initial set up and maintenance, financial reporting and budgeting, and website creation and maintenance.

Oasis Design, Santa Barbara, CA As finance manager, Amanda provided financial management and administrative services for this ecological design and publishing company based in Santa Barbara CA, including graphic design and desktop publishing, website edits, web store coordination, marketing coordination, onsite and remote full-charge bookkeeping preparation of extensive quarterly financial reports and charts, inventory management and accounting, and coordination with fulfillment warehouse.

Avena Botanicals, Rockport, ME As bookkeeper and finance manager, Amanda provided financial management, administrative and human resource management services for an herbal apothecary and organic gardens in Rockport, ME. She developed, wrote and administered two successful grant proposals to garner \$350,000 in public funds for efficiency equipment, staff training, product R&D, and marketing initiatives. As a member of management team that completed organizational development initiatives to re-structure and re-brand the company. She also provided full charge bookkeeping services, cash flow analysis and financial projections and reporting, accounts payable and receivable, creation and ongoing maintenance of bookkeeping SOPs (standard operating procedures), and implementing process efficiencies where possible.

Lou is managing principal and owner. In 1971, Lou was awarded the Steedman Fellowship from Washington University, which allowed him to travel and study Architecture, Urban Planning and Interior Design throughout Europe. In 1974, Lou established Chiodini Architects, a St. Louis based architecture and design firm to provide clientele with high quality, creative, professional design services. Due to his philosophy that a truly accomplished design professional is primarily a problem solver, he feels diversity in project types brings new insight and continuing interest into program development and architectural, planning and interior design.



**Louis G. Chiodini, AIA,
NCARB, LEED AP BD+C**
PRINCIPAL IN CHARGE

REGISTRATIONS
Architect Registration
Florida AR0007485, 1977

EDUCATION
Steedman Traveling Fellowship
Washington University, 1971
1-year research in Europe
Bachelor of Architecture
Washington University, 1962
Bachelor of Architectural Science
Washington University, 1961

**TOTAL YEARS OF
EXPERIENCE 55**

RELEVANT EXPERIENCE

- ▶ City of Brentwood Recreation Complex & Ice Rink Renovation
- ▶ The District, Chesterfield, MO- Entertainment, Retail, Restaurant Venue
- ▶ Eastern Connecticut State University – New Student Center and Fitness Facility, including dining
- ▶ Missouri S & T University – Gale Bullman Fitness Center Addition and Renovation
- ▶ Courtz Athletic Complex – St. Charles, Missouri Preliminary Planning
- ▶ Washington University- Danforth Campus Louderman Auditorium Renovation
- ▶ Washington University- Danforth Campus Louderman Hall Computational Lab
- ▶ Washington University- Danforth Campus Seigle Hall Department of Film & Media
- ▶ Washington University- Danforth Campus Steinberg Auditorium Renovation
- ▶ Washington University- Danforth Campus Steinberg Hall- 2nd Floor Fire Protection System Renovation/Integration
- ▶ Washington University- Danforth Campus Steinberg Hall – Lobby/Gallery Lighting, HVAC, Renovation/Integration
- ▶ Washington University- Danforth Campus Earth & Planetary Sciences Fosse Center for Virtual Planetary Exploration
- ▶ Washington University School of Medicine Bio-Repository
- ▶ Ranken Technical College MaryAnn Lee Technology Center Renovation
- ▶ Ranken Technical College RW Staley Auditorium Renovation
- ▶ Department of Veterans Affairs Heartland Region (Kansas, Missouri, and Illinois) IDIQ VA255-10-RP-0240
- ▶ Department of Veterans Affairs Central Region (15 States through the Midwest) IDIQ VA101-10-RP-0063
- ▶ The Mury Cafe One Improvements|Renovations and Site Master Planning
- ▶ Fontbonne University Renovation to Food Service Dunham Student Activities Center
- ▶ St. Louis County Departmental Relocations Phased Relocation & Renovation of Departments 3rd Floor Customer Service, CAPS, IT, Public Works, Public Defenders Office, and Prosecuting Attorneys, Roof Replacements
- ▶ Federal Reserve Bank of St. Louis Lower Level, North, Renovation for Department of Banking Regulations
- ▶ Saint Louis University Historic Renovation DuBourg Hall 4th Floor Renovation| Faculty Offices| Large Conference| Banquet Area
- ▶ Aquinas Institute of Theology Historic Renovation of Learning Center

1st tier subs resumes

Creating a Lasting Legacy

Michael will serve as project director and point of contact for the Chiodini Architects Team. He will be in charge of coordinating the Team efforts and gathering and distributing necessary information. Offering more than 25 years of extensive experience, Michael directs his Team's efforts from early planning through construction to exceed his clients' goals and needs.



Michael Chiodini
PROJECT DIRECTOR
EDUCATION
Bachelor of Architecture
University of Kansas, 1991

TOTAL YEARS OF
EXPERIENCE 25

RELEVANT EXPERIENCE

- ▶ City of Chesterfield Sports Complex- New two sheet ice rink- premier rink (seating 1200), two practice rinks, meeting rooms, locker rooms, full service restaurant. Future expansion to include hotel, retail, restaurants
- ▶ Affton Athletic Association- New Premier Ice Rink, Indoor Baseball training facility
- ▶ City of Brentwood Recreation Complex & Ice Rink Renovation
- ▶ The District, Chesterfield, MO- Entertainment, Retail, Restaurant Venue
- ▶ Eastern Connecticut State University – New Student Center and Fitness Facility, including dining
- ▶ Missouri S & T University – Gale Bullman Fitness Center Addition and Renovation
- ▶ Courtz Athletic Complex – St. Charles, Missouri Preliminary Planning
- ▶ Macy's Redevelopment- Renovation and Addition, Columbia, Missouri
- ▶ Washington University- Danforth Campus Louderman Auditorium Renovation
- ▶ Washington University- Danforth Campus Seigle Hall Department of Film & Media
- ▶ Washington University- Danforth Campus Seigle Hall Offices of the Chief Information Officer
- ▶ Washington University- Danforth Campus Seigle Hall Faculty Offices, Dept of Social Work
- ▶ Washington University- Danforth Campus Steinberg Auditorium Renovation
- ▶ Department of Veterans Affairs Heartland Region (Kansas, Missouri, and Illinois) IDIQ VA255-10-RP-0240
- ▶ Department of Veterans Affairs Central Region (15 States through the Midwest) IDIQ VA101-10-RP-0063
- ▶ St. Louis County Departmental Relocations Phased Relocation & Renovation of Departments 3rd Floor Customer Service, CAPS, IT, Public Works, Public Defenders Office, and Prosecuting Attorneys, Roof Replacements
- ▶ St. Louis County Records Center Microfilm Department Expansion
- ▶ City of Bridgeton New Public Works/Maintenance Building
- ▶ Pet Supplies Plus Assisting with Nationwide expansion of retail stores
- ▶ DDR Olympic Oaks Retail Center Renovation of Retail Center

Greg will serve as the team's Project Designer. He will assist the Team in developing and planning design concepts and requirements. Several different building types make up his design background including Collegiate, Recreational, Academic Municipal, Healthcare, Retail, and Religious facilities. Greg has a quick sketch technique allowing for the development and analysis of alternatives quickly.



Gregory A. Uphoff
LEAD DESIGNER

EDUCATION
Interior Design
Washington University, 1985
Architectural Technology
St. Louis Community College, 1984
Architectural Design
University of Cincinnati, 1982

TOTAL YEARS OF
EXPERIENCE 31

RELEVANT EXPERIENCE

- ▶ City of Chesterfield Sports Complex- New two sheet ice rink- premier rink (seating 1200), two practice rinks, meeting rooms, locker rooms, full service restaurant. Future expansion to include hotel, retail, restaurants
- ▶ Affton Athletic Association- New Premier Ice Rink, Indoor Baseball training facility
- ▶ City of Brentwood Recreation Complex & Ice Rink Renovation
- ▶ The District, Chesterfield, MO- Entertainment, Retail, Restaurant Venue
- ▶ Macy's Redevelopment- Renovation and Addition, Columbia, Missouri
- ▶ Eastern Connecticut State University – New Student Center and Fitness Facility, including dining
- ▶ Missouri S & T University – Gale Bullman Fitness Center Addition and Renovation
- ▶ Courtz Athletic Complex – St. Charles, Missouri Preliminary Planning
- ▶ Farmington Recreational Center – New Rec Center, Farmington, MO*
- ▶ Loyola College – Recreational Complex and Commons*
- ▶ Washington University- Danforth Campus Louderman Auditorium Renovation
- ▶ Washington University- Danforth Campus Seigle Hall Department of Film & Media
- ▶ Washington University- Danforth Campus Steinberg Auditorium Renovation
- ▶ Ranken Technical College MaryAnn Lee Technology Center Renovation
- ▶ Ranken Technical College RW Staley Auditorium
- ▶ Department of Veterans Affairs Central Region (15 States through the Midwest) IDIQ VA101-10-RP-0063
- ▶ The Munny Cafe One improvements|Renovations and Site Master Planning
- ▶ Fontbonne University Renovation to Food Service Dunham Student Activities Center
- ▶ Saint Louis University Historic Renovation DuBourg Hall 4th Floor Renovation|Faculty Offices|Large Conference|Banquet Area
- ▶ Aquinas Institute of Theology Historic Renovation of Learning Center
- ▶ University of Missouri-Columbia Plaza 900 Residential Dining Hall Renovation & Additions
- ▶ First United Methodist O'Fallon, IL Long Range Master Plan |New School Church|Community Center|Gymnasium|Youth Center|Cafeteria|Pavilion|Amphitheater|Retirement Village
- ▶ University of Iowa Burge Dining Hall Renovation
- ▶ University of Iowa Hillcrest Dining Hall Renovation
- ▶ Iowa State University East Campus Dining Addition | Renovation

*denotes work done by Chiodini employee at previous firm

1st tier subs resumes

Creating a Lasting Legacy

Steve has an extensive background as senior project manager on a wide range of projects including recreation facilities, casinos, resorts, restaurants and municipal projects. He is known for his broad technical knowledge, the thoroughness and coordination of his construction documents and his hands-on follow through in construction administration. He is a tenacious proponent for the owners' best interests in all aspects of his management.



Steve Mueller
SENIOR PROJECT MANAGER

EDUCATION
Architecture Studies
St. Louis Tech

TOTAL YEARS OF EXPERIENCE 25

RELEVANT EXPERIENCE

- ▶ City of Chesterfield Sports Complex- New two sheet ice rink- premier rink (seating 1200), two practice rinks, meeting rooms, locker rooms, full service restaurant. Future expansion to include hotel, retail, restaurants
- ▶ Afton Athletic Association- New Premier Ice Rink, Indoor Baseball training facility
- ▶ City of Brentwood Recreation Complex & Ice Rink Renovation
- ▶ The District, Chesterfield, MO- Entertainment, Retail, Restaurant Venue
- ▶ Eastern Connecticut State University – New Student Center and Fitness Facility, including dining
- ▶ Missouri S & T University – Gale Bullman Fitness Center Addition and Renovation
- ▶ Courtz Athletic Complex – St. Charles, Missouri Preliminary Planning
- ▶ Macy's Redevelopment- Renovation and Addition, Columbia, Missouri
- ▶ St. Louis County Records Center Microfilm Department Expansion
- ▶ St. Louis County Transportation- New Truck and Equipment Wash Bay
- ▶ City of Cape Girardeau- New Police Department and Municipal Courts
- ▶ City of Wentzville- New City Hall and Municipal Courts
- ▶ Casino – Resort – Spa, IP Biloxi, Mississippi – Complete renovation and upgrade of facility after Hurricane Katrina*

*denotes work done by Chiodini employee at previous firm

Jeff has focused the majority of his professional tenure towards large scale residential and commercial site planning, master planning, and landscape architecture. As vice president of the PLACE Division, which includes the Planning, Landscape Architecture, Architecture, Civil Engineering, and Environmental Departments, he is responsible for the oversight of the many large-scale development and redevelopment projects for the firm. This includes the design and entitlement process for many of the firm's larger development projects and ensures that the internal firm processes are adhered to in order to achieve the highest level of services for his clients. Jeff strives to keep open lines of communication between the client, consultant team, and government agencies in order to achieve an efficient and successful project approval for the client.



Jeffrey Brophy, PLA
PRINCIPAL IN CHARGE

REGISTRATIONS
Professional Landscape Architect
Florida LA666868, 2007

EDUCATION
Bachelor of
Landscape Architecture
University of Guelph
Ontario, 2000

AFFILIATIONS
American Society of Landscape
Architects

TOTAL YEARS OF EXPERIENCE 18

RELEVANT EXPERIENCE

Kravis Center Expansion, Palm Beach County, FL, The Raymond F Kravis Center for the Performing Arts, Inc. The Raymond F. Kravis Center for the Performing Arts is located in West Palm Beach, Florida, and is one of the premier performing arts centers in the Southeast. The Kravis Center opened fully funded in 1992 and is a success story that provides communities worldwide with an example of a thriving performing arts center and a major community and economic catalyst. Set on 10.6 acres at the gateway into downtown West Palm Beach, the Kravis Center includes four venues with more than 1400 events hosted annually and attendance of more than 500,000 guests each year. In 2018 it was the 5th busiest facility in the world based on ticket sales.

WGI provided planning, landscape architecture, environmental, civil engineering, and transportation planning services for the expansion of the Dreyfoos Hall lobby, reconfiguration of both the Dreyfoos Hall and Cohen Pavilion valet and drop off areas, and improved pedestrian access between the Cohen Pavilion and Dreyfoos Hall.

Central Park Commerce Center - Phase 1 Services, Palm Beach County, FL, Cleo Data Centers, LLC. WGI provided surveying, planning, engineering, landscape architecture, and irrigation design services for the development of more than two million square feet of data centers. The project, which is anticipated to be the largest single-site data center in the eastern United States, incorporates eight individual data centers ranging from 18 MW to 27 MW, and is located on 138 acres in western Palm Beach County. Innovative design concepts were employed to design and construct infrastructure that includes traditional underground utilities (water, sewer, power, and communications), as well as redundant power delivery, and dedicated water supply for the facilities' cooling tower needs. The finished floor elevation of the buildings were designed more than four feet above the 500-year flood elevation.

Gleneagles Country Club Main Clubhouse and Pool Renovation, Palm Beach County, FL, Gleneagles Country Club. WGI has completed several projects with Gleneagles Country Club to update their facilities. Gleneagles is located on the north side of Linton Boulevard east of the Florida Turnpike and west of S. Jog Road within unincorporated Palm Beach County. Most recently, WGI worked closely with the client to develop designs for a modern pool amenity area complete with a euro edge pool, spa, outdoor dining, and beautiful landscaping. Attention to detail was critical when selecting hardscape and landscape materials to effectively complement the modern design motif.

Atlantic Avenue and Lyons Road (Feuring Commercial MUPD), Palm Beach County, FL, JDR Development. WGI provided planning, landscape architecture, and civil engineering services for the development of 34,000 square feet of retail and restaurant space on 4.9 acres of land. WGI was responsible for obtaining a land use change, rezoning, final site plan approval, and permitting.

1st tier subs resumes

Creating a Lasting Legacy

Throughout her years in the urban design and planning profession, Tabb has worked extensively on master planning, urban design, and planning projects. Her range of work include master plans, site plans, and landscape plans for mixed use developments, commercial developments, residential communities, and Complete Street projects. As a project manager, she works closely with clients throughout the planning and approval process to ensure the design intent is maintain and upheld.



Tabb Ormsby,
LEED-AP ND
PLANNER

EDUCATION
Master of
Landscape Architecture
University of Georgia, 2011

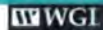
Bachelor of Arts
East Asian Studies
Bates College, 2003

CERTIFICATIONS
LEED-AP ND
CS, NCI Certificate

AFFILIATIONS
American Society of
Landscape Architects
United States Green Building
Council

**TOTAL YEARS OF
EXPERIENCE 8**

Angela has extensive experience in the management and design of a variety of projects throughout Florida. Her range of work includes mixed use developments, transportation projects and residential community design. Serving as a project manager, she is responsible for site and landscape design, manages projects through the local agency approval process and assists clients from concept through construction to ensure their design intent is maintained.



**Angela Biagi, PLA, LEED
BD+C**
LANDSCAPE ARCHITECT

REGISTRATIONS:
Professional Landscape Architect
Florida 6666787, 2005

EDUCATION:
Bachelor of
Landscape Architecture
University of Illinois, 2001

CERTIFICATIONS:
LEED BD+C
Certified Landscape Inspector

AFFILIATIONS:
American Society of
Landscape Architects

**TOTAL YEARS OF
EXPERIENCE 17**

RELEVANT EXPERIENCE

Kravis Center Expansion, Palm Beach County, FL, The Raymond F Kravis Center for the Performing Arts, Inc. The Raymond F. Kravis Center for the Performing Arts is located in West Palm Beach, Florida, and is one of the premier performing arts centers in the Southeast. The Kravis Center opened fully funded in 1992 and is a success story that provides communities worldwide with an example of a thriving performing arts center and a major community and economic catalyst. Set on 10.6 acres at the gateway into downtown West Palm Beach, the Kravis Center includes four venues with more than 1400 events hosted annually and attendance of more than 500,000 guests each year. In 2018 it was the 5th busiest facility in the world based on ticket sales. WGI provided planning, landscape architecture, environmental, civil engineering, and transportation planning services for the expansion of the Dreyfoos Hall lobby, reconfiguration of both the Dreyfoos Hall and Cohen Pavilion valet and drop off areas, and improved pedestrian access between the Cohen Pavilion and Dreyfoos Hall.

Kaiser University Football Stadium, Palm Beach County, FL, Chinook Construction, Inc. WGI provided planning, engineering, landscape architecture, and environmental services for the Kaiser University Football/Soccer Stadium located on their flagship campus in West Palm Beach, Florida. The stadium facility will include a NCAA regulation artificial turf football/soccer field, bleachers, scoreboard, lighting, field house, and athletic offices. The turf surface will be designed as a regulation size NCAA-compliant artificial turf field to allow unlimited use and playing time. The initial capacity of the stadium will be 2,500 seats with a future build out of 5,000 to 6,000 seats.

Boca Lago Planned Unit Development, Palm Beach County, FL, Boca Lago Country Club. WGI provided planning, landscape architecture, traffic engineering, and representation services for the Boca Lago Country Club in order to amend the approved development order for the provision of a new multi-family, age-restricted residential community on an inactive golf course. In addition, several acres of the course were set aside to create a passive park adjacent to the proposed multi-family development. Designed by WGI for the enjoyment of the Boca Lago residents, this park retrofits the two holes of the abandoned golf course into a community amenity with walking trails, natural vegetation, and sitting areas.

Banyan Boulevard Improvements from Tamarind Avenue to Olive Avenue - Phase I, Palm Beach County, FL, City of West Palm Beach. The City of West Palm Beach is embarking upon a transformation of the Banyan Boulevard corridor from Tamarind Avenue to Olive Avenue. With proper execution, this project will transform this roadway from what has historically been considered a dividing line between the northwest neighborhoods and the northern border of downtown West Palm Beach into a highly visible gateway into the downtown business district. To accomplish this task, the scope of services includes urban planning and design, traffic engineering and transportation planning, public outreach, topographic survey, geotechnical testing, signalization modification, photometric and lighting design, roadway design, construction sequencing, landscape architecture, and minor utilities adjustments.

RELEVANT EXPERIENCE

Woodwind Lane Congregate Living Facility (aka Lake Worth Senior Living), Palm Beach County, FL, Lenity Architecture. The Lake Worth Senior Living project is a 134-bed Congregate Living Facility, this project is designed with a two-story building containing 86 suites and a one-story memory care wing with 25 suites. The project has multiple outdoor recreation areas and two enclosed courtyards for the memory care facility residents. The landscape design focuses extensively on the use of native and Florida friendly plant material. WGI was retained to act as local liaison and to prepare, process and represent the project through the Palm Beach County site plan approval and permitting process. WGI provided planning, survey, platting, traffic engineering, civil engineering, environmental, and landscape design services for this project. Angela was the projects' landscape architect of record.

Kravis Center Expansion, Palm Beach County, FL, The Raymond F Kravis Center for the Performing Arts, Inc., The Raymond F. Kravis Center for the Performing Arts is located in West Palm Beach, Florida, and is one of the premier performing arts centers in the Southeast. The Kravis Center opened fully funded in 1992 and is a success story that provides communities worldwide with an example of a thriving performing arts center and a major community and economic catalyst. Set on 10.6 acres at the gateway into downtown West Palm Beach, the Kravis Center Includes four venues with more than 1400 events hosted annually and attendance of more than 500,000 guests each year. In 2018 it was the 5th busiest facility in the world based on ticket sales. WGI provided planning, landscape architecture, environmental, civil engineering, and transportation planning services for the expansion of the Dreyfoos Hall lobby, reconfiguration of both the Dreyfoos Hall and Cohen Pavilion valet and drop off areas, and improved pedestrian access between the Cohen Pavilion and Dreyfoos Hall. Angela prepared hardscape plans for the new urban plaza, water feature, and signage at the corner of Okeechobee Boulevard and S. Sapodilla Avenue, the new sign plaza at the corner of Okeechobee Boulevard and Tamarind Avenue, and renovated the landscape for the entire campus. The Okeechobee Boulevard frontage was redesigned to improve the pedestrian experience with wide sidewalk, a protected cycle track, and mature tree canopy. Angela led the public outreach efforts and was lead team member during the public hearing process. She was also the landscape architect of record for the project.

Pointe of Woods PUD (aka Cheney Ranch) Due Diligence, Palm Beach County, FL, K. Hovnanian Homes. WGI prepared a due diligence report for a zoning and land use confirmation letter based on code research and due diligence with PBC, confirmation and documentation of all required concurrency and permit status, including but not limited to traffic, PBC School District, water/sewer capacity, etc. WGI prepared an Environmental Due Diligence report for potential wetland, upland, protected tree, listed species issues that are associated with the project entitlements, development approval, and associated mitigation costs that may be required according to federal, state and local regulations. Angela prepared landscape and hardscape plans for this 109 unit, single-family community located in Palm Beach County. Services included design and construction details for the community entry features such as monument signage, paving and entry gates. Pool decks and recreation area amenities were also included. 1.19-acre preserve is located on the property and WGI provided tree mitigation, restoration and preserve management for the existing native habitat.

1st tier subs resumes

Creating a Lasting Legacy

Brett has extensive planning, design, permitting, value engineering, and construction management experience covering municipal infrastructure, civil/site design, and land development projects. His experience includes providing professional consulting services for municipal sector clients. Serving as project manager, Brett's projects include municipal infrastructure, parks and greenway projects, water resources, stormwater management systems, utility improvements, large-scale residential, commercial, and mixed-use developments, petroleum facilities, marinas, and dredge and fill projects.

RELEVANT EXPERIENCE

Sports Shooting Complex, Palm Beach County, FL, Florida Fish and Wildlife Conservation Commission. Brett was responsible for the overall delivery of the project. He was the single point of contact for the client, drove budget and schedule requirements and assured the design met the client's expectations. The Florida Fish and Wildlife Conservation Commission's Palm Beach County Shooting Sports Complex is a 150-acre site that is located on the former Mecca Farms property, east of the J.W. Corbett Wildlife Management Area. WGI provided survey, environmental assessment, traffic engineering, site plan assistance, on-site engineering design, on-site water and sewer utilities design, off-site engineering design, permitting, assistance with bidding, and construction services. Challenging aspects of the project included an expedited design and permitting schedule, an environmentally sensitive area, poor groundwater quality, and varying hydraulic and hydrologic conditions. WGI's experienced staff was able to resolve the challenging issues through innovative design, existing relationships with the local regulatory agencies, and the utilization of resources to meet deadlines.

Jones Creek Preserve, Palm Beach County, FL, Town of Jupiter. Brett was responsible for contract management and the overall delivery of the project, assuring the services provided met the client's expectations. Jones Creek Preserve is an existing 1.34-acre conservation area located along Indiantown Road in Jupiter, Florida. Working with the Town of Jupiter, WGI prepared and permitted construction documents to accommodate new parking area, access drive, and walkway constructed with previous concrete; picnic pavilion, and kayak launch area. WGI provided civil engineering, survey, structural, and environmental services.

Cinquez Park Design-Build, Palm Beach County, FL, Town of Jupiter. Brett served as project manager for the civil engineering, landscape architecture, irrigation design, and environmental services for the design, permitting, and construction of the park. Cinquez Park is a 13-acre community park located at the intersection of Indiantown Road and Center Street in the Town of Jupiter, Florida. The Park's development was split into two phases. Phase I included an open space park with on-street parking, a small restroom/storage building, sidewalks, gazebos, and a dog park. Phase II of Cinquez Park included a playground area, additional sidewalks, an additional gazebo, and construction of a treehouse in the large Banyan tree located on the property.

The Groves Master Plan, Broward and Hendry Counties, FL, Seminole Tribe of Florida. Brett was responsible for the overall delivery of the project for the Seminole Tribe of Florida (TRIBE) that included developing approximately 890 acres located on the Big Cypress Reservation. The master planning project consists of conceptual layout and includes a mixture of 1A-acre home sites and single family rental homes. The development also provides commercial business sites developed along Josie Billie Highway and Seminole Tribe of Florida public facilities within the inner loop drive. The conceptual design and environmental assessment include master planning of lot layouts for density calculations, Phase I ESA, wetland delineation, master traffic study and roadway layouts, master utility layout, master drainage layout, NEPA preparation and processing, and development scheduling. WGI prepared a topographic survey of the entire development using a combination of aerial drone-based Light Detection and Ranging (LIDAR) and ground survey techniques.

Saddle Trail Park South, Palm Beach County, FL, Village of Wellington. WGI provided design and construction phase services for the Saddle Trail Park South Neighborhood Improvement project. The project included the reconfiguration and paving of existing shellrock roads, construction of new bridle trails within the existing road rights-of-way, installation of new water mains and associated appurtenances, reconfiguration of existing drainage features, and construction of new asphalt driveways within the existing road rights-of-way. WGI provided full-time on-site construction phase services through the course of the project.



Brett Oldford, PE
CIVIL ENGINEER

REGISTRATIONS:
Professional Engineer
Florida 61795, 2004

EDUCATION:
Bachelor of Science
Civil Engineering
Florida State University, 2000

TOTAL YEARS OF EXPERIENCE 24

Jim has many years of experience in land surveying and is a registered surveyor since 2008. He is a senior project manager for all phases of geospatial services offered by WGI. He is experienced in managing a full department of staff and projects simultaneously. His responsibilities include the project management of abstracting for title, control surveys, construction staking, boundaries, easements (sketch & legal descriptions), hydrographic surveys, laser scanning, plat/plan review, platting, right-of-way acquisitions, topographic surveys and GIS services. He brings insight to projects by assessing a project site for possible conflicts or potential needs based on the intended use of the project. He works closely with his clients to effectively communicate the status of each project to meet budget and schedule while addressing specific needs while the project progresses.



Jim Sullivan, PSM
SURVEYOR AND MAPPER

REGISTRATIONS
Professional Surveyor/Mapper
Florida LS6889, 2012

EDUCATION:
Bachelor of Science
Surveying and Mapping
East Tennessee State University,
2002

CERTIFICATIONS:
CSX eRailSafe Contractor
CSX Safety

AFFILIATIONS:
Florida Atlantic University
Program Advisory Council
Florida Surveying and Mapping
Society
National Society of Professional
Surveyors

**Society of American Military
Engineers**

TOTAL YEARS OF EXPERIENCE 21

RELEVANT EXPERIENCE

Medical Center NICU Expansion 3D Scan, Jupiter, FL. WGI performed high definition terrestrial laser scanning inside the drop ceiling of the Jupiter Medical Center NICU building to extract line work representing the location of the existing MEP facilities within the drop ceiling. This data was used to identify any conflicts with the potential design elements to be installed during the expansion phase of this project. WGI use the most non obtrusive methods with cutting edge equipment, in this sensitive area of the facility.

Malcom Randall VA Medical Center, Alachua County, FL. WGI provided data collection to develop a Building Information Model (BIM) of the facility infrastructure. The full exterior of the hospital and grounds were scanned using a combination terrestrial and terrestrial mobile LIDAR techniques. In the facility interior, piping, electrical facilities, and ducts were scanned in rooms, hallways, and the building roof. WGI's delivered AutoCAD MEP files of specific mechanical/electrical details, and raw classified LIDAR data for conversion to BIM by the client.

Pleasant City Community Center, West Palm Beach, FL. Jim provided the survey support to revitalize the existing community center. The 1926 building of 10,500 square feet required accurate documentation of the building's floor plan and exterior elevations through laser-scanning technology to capture the building's interior. Fieldcrews worked during closing hours and holidays to acquire the data. The scanning process followed the United States Institute of Building Documentation (USIBD) Level of Accuracy (LOA) specifications. These were used so that the design team had the data collected properly for inclusion into the design team's Revit model. Autodesk ReCap files were generated from the scanned data to be used as the basis of the Revit Level of Development (LOD) 200 model.

Port Everglades - Crane Survey, Broward County, FL. Jim supervised the scanning of a crane for the purpose of installing a rail on a crane in Port Everglades to adhere to required specifications prior to the rail's replacement. Scans of the crane and the 350-foot-long rail at 150 feet above the ground, without safety concerns due to utilizing a scanner. Seventeen scans were performed to detail every part of the rail - and thus the accompanying crane - fully. The rail was then modeled and compared to a baseline that was created between the two rails. Distances where the rail meandered horizontally from its projected center were measured, along with any vertical rolls for the top of rail. A Level of Accuracy (LOA) of 30 (moderate), as per the U.S. Institute of Building Documentation (USIBD) specifications, was required for this project.

Breakers Hotel High Definition Laser Scanning, Palm Beach, FL. WGI was responsible for the field operations required to perform a laser scan of the Information Technology and Data Center and the mechanical rooms in this five-star hotel in order to obtain an accurate representation of the existing mechanical and electrical facilities to allow the systems to be upgraded and modernized. This record information was safely obtained without disruption to the 24/7 operations of the Data Center.

1st tier subs resumes

Creating a Lasting Legacy

Stephen acts as the "Owner's Advocate" throughout the projects. In his role as principal in charge, he monitors the quality of the design solution and its compatibility with program goals and provides a clear source of accountability for the firm's performance. His understanding of public agencies and their special requirements for timely performance, clear communications and standard procedures has proven to be solid on every assignment. For the past 28 years, Stephen has developed specialized experience in servicing public agencies including architectural design, planning, the survey and analysis of existing facilities, determining appropriate locations of future buildings, analyzing current and future space needs, and insuring compliance with the Americans with Disabilities Act. Stephen has extensive experience with the Florida Building Code, NFPA and coordination with local codes and ordinances.



Stephen Boruff, AIA, NCARB
PRINCIPAL IN CHARGE

REGISTRATIONS
Architect Registration
Florida ARO007995, 1979
National Council of Architectural
Registration Boards 32530, 1980

EDUCATION
Master of Arts in Architecture
University of Florida, 1976
Bachelor of Architectural Studies
University of Illinois, 1973

**TOTAL YEARS OF
EXPERIENCE 28**

Nelo will act as the local project architect and designer for this contract and will be involved in all aspects of the project from programming and schematic design through the development of construction documents, while also performing construction administration duties for the duration of the project's construction. His experience includes the programming, design and project management for a wide variety of municipal projects.



Nelo R. Freijome, AIA, NCARB
PROJECT ARCHITECT

REGISTRATIONS
Registered Architect
Florida 0097783, 2015
National Council of Architectural
Registration Boards 82183, 2015

EDUCATION
Bachelor of Architecture
Florida Atlantic University, 2012

AFFILIATIONS
American Institute of Architects,
Treasure Coast Chapter Board
Member

Institute of Classical
Architecture & Art
Palm Beach Chamber of
Commerce Young Professionals

**TOTAL YEARS OF
EXPERIENCE 8**

RELEVANT EXPERIENCE

Palm Beach County

- ▶ Parks & Recreation Department Headquarters
- ▶ John Prince Park Golf Learning Center
- ▶ Okeahzeele Park Improvements
- ▶ South County Regional Park Tennis Center

City of West Palm Beach

- ▶ South Olive Park Community Center/Wet Play Area
- ▶ Coleman Park Community Center
- ▶ Waterfront Commons
- ▶ Phipps Park Improvements
- ▶ Grassy Waters Preserve Visitor's Center
- ▶ Howard Park Tennis Center and Press Box

Village of Wellington

- ▶ Village Park Gymnasium

Town of Palm Beach

- ▶ Seaview Park Community Center

City of Boynton Beach

- ▶ Jaycee Park | Park Structures
- ▶ Congress Avenue Community Park (Boundless Playground)
- ▶ Boat Club Park Public Facilities

City of Kissimmee

- ▶ Lakeside Park

RELEVANT EXPERIENCE

Town of Palm Beach, Florida

- ▶ Town of Palm Beach Recreation Center at Seaview Park

TrustBridge Health (formally Hospice of PBC and Hospice by the Sea)

- ▶ Boca Care Center- Kitchen Addition and Exterior Improvements
- ▶ Boca Care Center- Back-up Power Equipment and Enclosure
- ▶ Gerstenberg- Patient Wing Renovations

Index Investment Group

- ▶ Jupiter Inlet- Mixed Use Complex
- ▶ Index Investment Offices

Palm Beach County

- ▶ Fire Rescue Station No. 22

City of West Palm Beach

- ▶ Fire Rescue Station No. 8

1st tier subs resumes

Creating a Lasting Legacy

Robert is project manager on a variety of projects and is involved in all aspects of design, from concept development and schematic design, to the production and quality control of the construction documents. In addition, he serves as a contact for the Owner Representative as well as performing construction administration duties for the duration of the projects. Since 1990, Robert has been involved in the programming, space planning, design and development of construction documents for all types of facilities ranging from commercial office space and civic projects, to recreation facilities and community centers. He serves as designer or contributing designer on many of the office's projects.



Robert J. Curto
SENIOR PROJECT MANAGER

EDUCATION
Bachelor of Arts
Architectural Studies
University of Florida, 1990

AFFILIATIONS
The U.S. Green Building Council,
South Florida Chapter

**TOTAL YEARS OF
EXPERIENCE 21**

Veronica Chirinos has been involved as a senior project manager for a variety of commercial and public facilities ranging from administrative office space, to educational facilities and community centers. Her public sector work includes projects with Palm Beach County, Martin County, Palm Beach State College, and the City of West Palm Beach.



Veronica Chirinos
SENIOR PROJECT MANAGER

EDUCATION
Professional Degree in
Architecture
University of Ricardo Palma
Lima, Peru, 2001
Therapeutic - Geriatric Medical
Center Thesis
University of Ricardo Palma
Lima, Peru, 2001
Bachelor in Architecture and
Urbanism
University of Ricardo Palma
Lima, Peru, 1998

AFFILIATIONS
The U.S. Green Building Council,
South Florida Chapter

**TOTAL YEARS OF
EXPERIENCE 21**

RELEVANT EXPERIENCE

Palm Beach County

- ▶ Okaheele Park Improvements
- ▶ Parks & Recreation Department Headquarters
- ▶ John Prince Park Golf Learning Center

Martin County

- ▶ Peter & Julie Cummings Library Addition
- ▶ Fire Station No. 23

City of West Palm Beach

- ▶ Waterfront Commons
- ▶ Grassy Waters Preserve Visitor's Center
- ▶ Phipps Park Improvements
- ▶ Howard Park Tennis Center and Press Box
- ▶ Gaines Park Restroom Facilities

Village of Wellington

- ▶ "K" Park Master Plan

City of Boynton Beach

- ▶ Jaycee Park | Park Structures
- ▶ Congress Avenue Community Park (Boundless Playground)
- ▶ Boat Club Park Toilet Facilities

City of Kissimmee

- ▶ Kissimmee Lakefront Park

Palm Beach State College

- ▶ Softball Field/Press Box

RELEVANT EXPERIENCE

Palm Beach County

- ▶ Fire Rescue HQ and Training Facility
- ▶ Parks and Recreation Department HQ
- ▶ PBC Sheriff's District 6 Offices
- ▶ Fire - Rescue Station No. 22

City of Palm Beach Gardens

- ▶ Fire Rescue Station No. 2

City of West Palm Beach

- ▶ Waterfront Commons
- ▶ Fire Rescue Station No. 8

Palm Beach State College

- ▶ Public Safety Training Center—20 Mile Bend
- ▶ Public Safety Training Complex— Lake Worth Campus
- ▶ Police Security Building
- ▶ Wellington Campus Master Plan

The Lyric Theatre

- ▶ Lyric Theatre Renovation and Historic Preservation

City of Hollywood

- ▶ Fire-Rescue Station No. 5
- ▶ Fire-Rescue Station No. 31

Martin County

- ▶ Peter & Julie Cummings Library Addition
- ▶ Fire-Rescue Station No. 23

2nd tier subs bios

Creating a Lasting Legacy

Dieter Hausmann, PE, LEED-AP | DIRECTOR ENGINEER
TOTAL YEARS OF EXPERIENCE 35

Dieter is director of engineering responsible for the development and maintenance of proprietary methodologies and engineering techniques. He oversees projects quality assurance and also supervises the technical competence and currency of staff. He is a problem solver, mentor, and technical advisor. Dieter holds a Bachelor of Science in Mechanical Engineering from The Ohio State University. He is a member of The American Society of Heating, Refrigeration, and Air Conditioning Engineers, American Society of Professional Engineers, National Fire Protection Associates, United States Green Building Council, and the International Code Council.

Nick Gingerich, PE, LEED-AP | MECHANICAL PROJECT MANAGER
TOTAL YEARS OF EXPERIENCE 15

Nick has been with T/E/S since 2005, excelling as a project manager. As commissioning agent, Nick is responsible for ensuring that the project work is in alignment with the owner's requirements. Nick coordinates between the owner, the design team and the contractors and identifies project issues early while here is still time to provide solutions. This leads to a smoother process during design and construction. Nick is a registered professional engineer in Florida and holds a Bachelor of Science degree in Mechanical Engineering.

Ed Radziszewski, PE | SENIOR ELECTRICAL ENGINEER
TOTAL YEARS OF EXPERIENCE 30

Ed is no stranger to fast-track projects which execute compressed construction schedules. He was staff engineer for State Office Tower in Columbus, Ohio, a project that included a 40-story high rise building above a five-story theater and parking structure. Ed supervised the master planning project that evaluated the electrical systems for all buildings on Bowling Green State University campus including power, lighting, and fire alarm systems. Ed earned his Bachelor of Architectural Engineering degree from Pennsylvania State University, State College, PA. He is currently licensed in nine states, with more states pending.

Don Vath | ELECTRICAL ENGINEER
TOTAL YEARS OF EXPERIENCE 18

Don is a lead electrical engineer and project manager for a wide range of work. Among his many skills, he is highly adept at field work, allowing him to head back to design with solutions already in mind. He has experience in AutoCAD and Revit and holds a master of Science in Engineering from The University of Toledo. Don has been a member of the Polaris Career Center Board of Academic Advisors, Electronics & Alternative Energy Program since 2013 and is a member of the Illuminating Engineering Society.



Ken Schwartz, FCSI | FOODSERVICE LEAD
TOTAL YEARS OF EXPERIENCE 31

Ken Schwartz established SSA Foodservice Consultants in 1987 in response to an industry need for professional, innovative, and creative foodservice design and consulting. He has extensive experience in design and development of commercial and institutional foodservice facilities. Ken is an expert in interior space planning, equipment design and systems, and the efficient design of foodservice establishments incorporating function, flow, and theatre to most projects. His construction and technical knowledge and approach minimizes challenges. Ken is the recipient of the foodservice industry's prestigious young lion award and he has been selected as one of the Top 12 foodservice consultants in the world.

Scott Ward, PE | ICE RINK ENGINEER
TOTAL YEARS OF EXPERIENCE 24

Scott specializes in the planning, consultation, design, and construction observation of new ice rink systems as well as the evaluation and renovation of existing facilities. He has completed over 160 very successful rink projects ranging from community facilities to NHL facilities. This experience has proven invaluable to the success of our projects. As a leader in the ice systems industry, Scott embraces the use of renewable and sustainable materials and techniques in our standard design practices and strive to find new approaches, technologies, and environmentally-friendly materials and refrigerants.

Dwayne R. Jackson, PE | STRUCTURAL ENGINEER
TOTAL YEARS OF EXPERIENCE 33

Dwayne, a native of Florida, presently residing in Palm Beach Gardens, FL, received his Master of Engineering degree in 1985 from the University of Florida in Gainesville, FL. He has over 30 years of experience in the Structural Engineering Industry, with Professional Engineering Licenses in Florida and numerous states across the country. Dwayne started with ON&M, Inc. in June 1988 and was promoted to Principal in 2001. Now as President of ONM&J, Inc. he is responsible for the firm's marketing, as well as, the engineering design strategy of all projects. He works closely with the project team members, focusing on the needs of the firm's clients, striving to give them the best possible product.

Philip J. Rizzo, PE | STRUCTURAL ENGINEER
TOTAL YEARS OF EXPERIENCE 20

Philip's design experience encompasses a wide variety of projects ranging from country clubs and office buildings to mixed-use buildings and everything in between. He works with clients to determine the structural systems and requirements for a project, as well as, preparing drawings and performing construction administration. Educated at the University of Florida, he obtained a degree in Civil Engineering with a specialty in Structures. Philip is a Professional Engineer registered in the State of Florida.



references

Creating a Lasting Legacy

INCREDIBLE ICE

Coral Springs, Florida

FACILITY TYPE Indoor Ice Sports

OWNER Incredible Ice, LLC/City of Coral Springs

CONTACT Peter Luukko
Chairman of Oak View Group Facilities
Piluukko@oakviewgroup.com
215.429.7007

SIZE 125,000 SF

FINAL COST \$9.M/\$10.5M (Expansion)

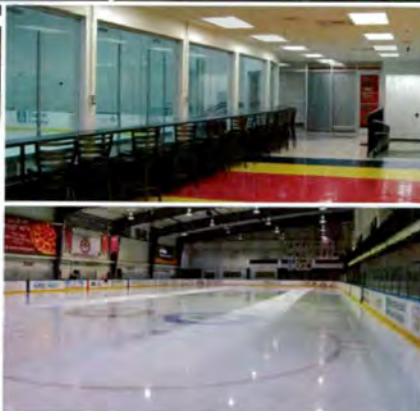
PERFORMANCE September 1995-November 1996

PERIOD **Expansion** September 2008-August 2009

CCG
CAPROL CONSULTING GROUP



Established in 1994 and opened in 1996, Incredible Ice is a 125,000-SF indoor ice sports facility developed in partnership with the City of Coral Springs; one of the first public private recreation partnerships in South Florida. It was the first designed twin-ice skating facility in the state of Florida and official practice home of the National Hockey League Florida Panthers Hockey Club. From 1994-2016 Incredible Ice established an envious record of financial success rarely equaled in today's ever-changing recreation market.



references

Creating a Lasting Legacy

THE COURTZ ATHLETIC FACILITY

City of St. Charles, Missouri

FACILITY TYPE Athletic Facility

OWNER City of St. Charles

CONTACT Steve Layne, President
Layneco Construction Services
636.294.6245
slayne@lcsconstruct.com

SIZE 180,000 SF

FINAL COST \$16M (estimated)

PERFORMANCE Late 2019 start
PERIOD (estimated)

Chiodini
ARCHITECTS



This 180,000-SF athletic facility concept was developed to meet the growing demand for practice and game court time for West St. Louis County youth basketball teams and leagues consisting of over 5,000 participants, as well as offering a central location for regional and national youth basketball tournaments. The facility was designed with a suspended catwalk system that would not only be used as a jogging track, but could be secured and serve as a private viewing area of all courts for collegiate coaches/recruiters during tournament play. Multi-use of the facility was an important criterion; the design accommodated personal training and physical therapy facilities together with a 24-hour members gym and full-service kitchen and food court. The 'Performance Court', seating 3,000 spectators, was designed to have a collegiate 'Final Four' atmosphere – center-court suspended score board and video display wall.



references

Creating a Lasting Legacy

NEW STUDENT CENTER ADDITION/RENOVATION

Eastern Connecticut State University

FACILITY TYPE Student Center

OWNER Eastern Connecticut State University

CONTACT Renee Keech
Interim Director of Facilities
860.465.4596
keechr@easternct.edu

SIZE 90,000 SF

FINAL COST \$16.M

PERFORMANCE Started January 2008
PERIOD Completed June 2009

Chiodini
ARCHITECTS



The programming study outlined a two-phase expansion and consolidation of the existing Student Center and the Sports Center into a single "University Center," creating a central focal location for all student organizations, sports and athletic programs and a significant mechanism for developing social interactions, dialogues and relationships among the community, commuter and resident student populations.

Phase I of the Student Center included the total renovation of the existing Student Center (currently containing approximately 50,000 SF) and the incorporation of the other 40,000 SF in addition(s). Phase I includes a fitness center, meeting rooms for all the identified student activities- student organizations, improved dining facilities, and relocated and improved bookstore. The new building became the new campus "living room" and the hub of campus life, nurturing the vitality of the entire community.



references

Creating a Lasting Legacy

RECREATION COMPLEX & ICE RINK

City of Brentwood, Missouri

FACILITY TYPE Recreation Complex and Ice Rink

OWNER City of Brentwood

CONTACT Eric Gruenfelder, Director
314.963.8681
egruefelder@brentwoodmo.org

SIZE 41,362 SF

FINAL COST \$6.7M

PERFORMANCE Started August 2014
PERIOD Completed July 2015

Chiodini
ARCHITECTS



The mission of Brentwood Parks and Recreation Department is to provide exceptional spaces and opportunities for a sustainable future that best serve the evolving needs of the community. Chiodini Architects was instrumental in the redesign of the complex, creating complete ADA accessibility. Other improvements included increasing locker room size, larger restrooms, a designated Welcome Desk, skate rental area, updated office space and a reconfigured party room, helping to improve foot traffic flow. New equipment, furniture and fixtures were included in the renovation. A newly furnished multi-purpose room, a demonstration kitchen, and small fitness area are also new to the facility. The Ice Arena renovation includes a new, more sustainable refrigeration system, along with new dasher boards and improved entrance/exitdoor placement.

Creative Thinking: Given the extent of the facility renovation resulting from the subsidence of floor slabs, what remained was literally the building shell. Chiodini Architects stressed with the City that, for the budget, the citizens of Brentwood would expect a significantly different and unique facility. The gut renovation allowed for the complete reprogramming of the Community Center and Administrative functions. The result was a more consolidated and collaborative Administrative Suite and increased Community Center multi-purpose space.

references

Creating a Lasting Legacy

TOWN OF PALM BEACH RECREATION CENTER — SEAVIEW PARK

West Palm Beach, Florida ■ Stephen Boruff, AIA Architects + Planners, Inc.

FACILITY TYPE Recreation Center

OWNER Town of Palm Beach

CONTACT Beth Zickar, Director of Recreation
561.838.5485
bzickar@townofpalmbeach.com

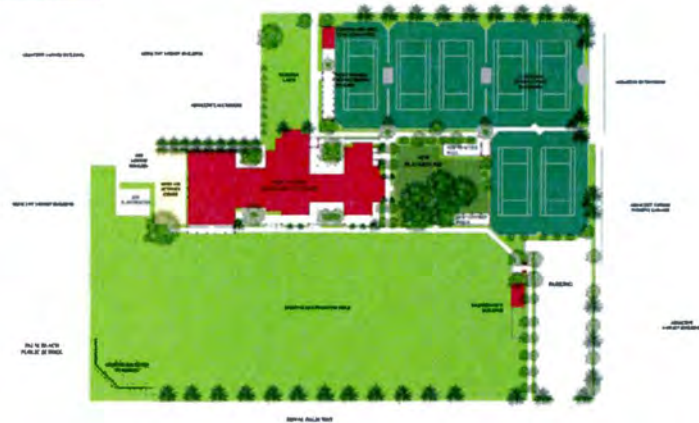
SIZE 19,400 SF/4.5 Acres

FINAL COST \$15M

PERFORMANCE Started January 2016
PERIOD Ongoing



Stephen L. Boruff, AIA, Architects + Planners, Inc. is providing professional architectural and engineering services for a 17,000-SF recreation center, 2,400 SF of accessory structures and site improvements at Seaview Park in the Town of Palm Beach. The program in the new facility includes a fitness center, gymnasium, multipurpose activity rooms, snack bar and staff offices. The site improvements include a new, expanded playground and covered pavilion, multipurpose field, tennis pavilion, tennis practice wall and renovation of the existing (7) tennis courts, pro shop, maintenance building and on-site parking while maintaining a net zero loss of on-site green space. This project aims to integrate the tradition and heritage of Palm Beach into a modern, state-of-the-art facility.



references

Creating a Lasting Legacy

SOUTH OLIVE PARK COMMUNITY CENTER

West Palm Beach, Florida ■ Stephen Boruff, AIA Architects + Planners, Inc.

FACILITY TYPE Community Center and Gymnasium

OWNER City of West Palm Beach

CONTACT Leah Rockwell
Director of Parks and Recreation
561.804.4904
lrockwell@wpb.org

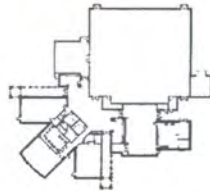
SIZE 17,000 SF

FINAL COST \$3.2M

PERFORMANCE Started January 2002

PERIOD Completed November 2002

The City of West Palm Beach commissioned Stephen L. Boruff, AIA, Architects + Planners, Inc. to be architect of record and provide contract administration services for the new 17,000-SF community center and related park amenities for South Olive Park. Located in an older area of West Palm Beach, the reconstruction of this park, along with the new community center, provide the impetus for revitalization of this neighborhood. Designed with a Florida residential vernacular, the facility contains a regulation size basketball court, dance room, arts and crafts room, computer room, multi-purpose room, full service commercial kitchen and support spaces. Standing seam metal roof planes, smooth textured stucco walls and inset, hand-painted tiles executed by neighborhood children help integrate this building into the community. Exterior spaces include an interactive water feature, renovated soccer fields, day-care play space and coordination of a popular tennis facility.



awards

Creating a Lasting Legacy

Chiodini ARCHITECTS

- ▶ Missouri Chapter 2018
APWA Public Works Project of the Year
City of Wentzville - New City Hall
- ▶ BEC - St. Louis 2018
Building Enclosure Council
City of Cape Girardeau Police Headquarters + Municipal Courts
- ▶ IIDA - St. Louis Gateway Chapter 2017
Interior Design Excellence Award
The Retina Institute of St. Louis
- ▶ IES 2016 Illuminating Award
The Illuminating Engineering Society of North America Section Award
Steinberg Hall Gallery - Washington University Danforth Center
- ▶ American Institute of Architects - State of Missouri
Honor Award - 2016
UMSL at Grand Centre - St. Louis Public Radio
- ▶ Preservation of Heritage Award 2010
Cathedral of St. Mary of the Annunciation
Cape Girardeau, Missouri
- ▶ Missouri Preservation Award 2007
Preserve Award for Howard and Gentry Buildings
City of Columbia, Missouri

WGI

- ▶ 2018 Florida ASLA
Award of Honor - Institutional Category
Mounts Botanical Garden - Windows on the Floating World
- ▶ 2018 Florida Region Design-Build Institute of America
Honor Award - Transportation and Roadways Category
PGA Boulevard Reconstruction
- ▶ 2018 Florida Transportation Builders Association
Best in Construction Interstate Award
SR 93/1-75 Managed Lanes from South of Miramar Parkway to South of Sheridan Street
- ▶ 2018 Design-Build Institute of America
National Award of Merit - Rehabilitation, Renovation and/or Restoration Category
Main Street Bridge Emergency Historical Restoration Design-Build

■ Stephen Boruff, AIA Architects + Planners, Inc.

- ▶ American Institute of Architects, State of Florida
Honor Award for Design - Unbuilt, 2015
Crystal Cove - Crystal Cove, LLC
- ▶ American Institute of Architects, Palm Beach Chapter
Excellence Award for Design, 2013
Kissimmee Lakefront Park - City of Kissimmee
- ▶ American Institute of Architects, Palm Beach Chapter
Merit Award for Design, 2013
DeRay Medical Center Bed Tower Addition - DeRay Medical Center | Tenet Healthcare
- ▶ American Institute of Architects, Palm Beach Chapter
Honor Award for Design, 2012
South County Transfer Station - Solid Waste Authority of Palm Beach County
- ▶ American Institute of Architects, Palm Beach Chapter
Honor Award for Excellence, 2011
Public Safety Training Center - Palm Beach State College Board of Trustees
- ▶ Urban Land Institute Southeast Florida/Caribbean
Region Public Sector "Project of the Year", 2010
West Palm Beach Waterfront Commons - The City of West Palm Beach
- ▶ American Institute of Architects, Palm Beach Chapter
Honor Award for Excellence, 2010
Waterfront Commons - The City of West Palm Beach

letters of support

Creating a Lasting Legacy



October 25, 2018

City of Palm Beach Gardens
10500 North Military Trail
Palm Beach Gardens, Florida 33410

Dear Gardens North County District Park Selection Committee:

As a company that places a strong emphasis on the health and well-being of our employees, we believe a recreation facility would be a valuable asset to our community.

For over 27 years, our NextGen Health & Well-Being program has provided innovative health and wellness programs to more than 34,000 employees, dependents and retirees. Encouraging a healthy lifestyle is something we strongly believe in, and a recreation facility would fill a void for many facilities in Northern Palm Beach County.

We are excited to be moving forward with construction of our future Palm Beach Gardens footprint, and an athletic complex in this area would be an added benefit. With thousands of our employees living and working in Northern Palm Beach County, we believe it would be very well-received and utilized by them and their families.

The proposal submitted by the Palm Beach North Athletic Foundation is, indeed, commendable and comprehensive. We are excited to see the depth of thought, effort and expertise they've brought to their effort. The Foundation appears to be well positioned to meet the needs of the City's objectives.

We appreciate the potential to add an exciting new offering to our Northern Palm Beach County community and look forward to its future success.

Sincerely,

Pamela Rauch
Vice President, External Affairs & Economic Development

Fisher Fitness & Light Company
700 Lakeside Boulevard, Jeno Beach, FL 33408

"...The proposal submitted by the PBNAF is, indeed, commendable and comprehensive..."

Board of Directors

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Teresa Miller

Mark Montgomery

Melissa Nash

Bessie Phillips

Katia Saint - Preux

Dear Palm Beach Gardens Selection Committee:

It is my honor and pleasure to write this letter in support of the indoor sport recreational facility proposed by the Palm Beach North Athletic Foundation (PBNAF) to be located in Palm Beach Gardens, North County District Park in Palm Beach Gardens.

Nonprofits First, Inc. has been involved since the onset of the initial fundraising efforts. We have served as a fiscal sponsor for PBNAF, provided nonprofit guidance, mentorship and support, as well as serving as a connector to consultants and community partners. The organization, planning and fundraising execution of the project thus far has been outstanding. Having worked closely with the board and team, I am quite confident that the project is destined for success.

I am particularly excited and encouraged by the unique business model of PBNAF serving the community as a nonprofit organization. The opportunity for community collaboration and partnerships with surrounding nonprofits is infinite.

As a recent resident of North Palm Beach County, I am also thrilled with the possibility of this unique indoor sports facility that will introduce new recreation options currently not available. The idea of an indoor "nonprofit" recreation center serving "all walks of life" is truly an amazing attraction for North Palm Beach County and will surely be a model for duplication around the United States and perhaps the world.

I wholeheartedly support and applaud this project and proposal submitted by PBNAF. I look forward to working with PBNAF as a nonprofit supporter and community partner.

Sincerely,

Jessica Cecere, CEO

"...I am particularly excited and encouraged by the unique business model of PBNAF..."



letters of support

Creating a Lasting Legacy

AVENIR



November 19, 2018

November 15, 2018

Charlotte Pelton
President
Charlotte Pelton & Associates
4440 PGA Boulevard, Ste. 600
Palm Beach Gardens, FL 33410

City of Palm Beach Gardens
10500 N. Military Trail
Palm Beach Gardens, FL 33410

Re: Palm Beach North Athletic Foundation ("PBNAF") /Proposal for Recreational Facility in District Park

Dear Gardens North County District Park Selection Committee:

Dear Charlotte:

Thank you for introducing Avenir to the PBNAF's vision for the District Park in the City of Palm Beach Gardens. As a stakeholder in the Palm Beach Gardens community, Avenir shares with PBNAF an interest in promoting wellness, recreation and community building. In this regard, we support PBNAF's vision and proposal for construction of a recreational facility in the District Park. Please feel free to share this letter with the City and anyone else evaluating your proposal. We wish you success.

Palm Health Foundation is committed to seeing that all residents of Palm Beach County have an opportunity to thrive and reach their full health potential. We believe that a community recreation facility would bring tremendous benefits and help realize this vision.

As a health foundation, we have learned that health cannot be addressed disease by disease; rather it must be informed by a comprehensive understanding of the wide range of factors that shape health status. Physical fitness and recreational activities play a vital role in the health of individuals, families, and communities. Through our annual "Let's Move" Physical Activity Challenge and our Healthier Together Initiative, we have seen residents embrace healthier choices and lifestyles. This would not be possible without local partners and community assets that promote wellness and physical activity. A community recreation facility in the northern part of the county would fill a great void.

We support the proposal submitted by the Palm Beach North Athletic Foundation. The experience, vision, and passion of the team are evident in their proposal, which seems well aligned with the plans of the city.

We are confident that a community recreation facility will benefit the residents of our six Healthier Together communities and provide a valuable asset for future generations in the north part of the county.

Sincerely,

Rosa Eckstein Schechter

RES:cld
cc: Marcie Tinsley

Truly yours,

Patrick McNamara
President and CEO

"...Avenir shares with PBNAF an interest in promoting wellness, recreation and community building... We support PBNAF's vision..."

"...We support the proposal submitted by PBNAF. The experience, vision, and passion of the team are evident..."



letters of support

Creating a Lasting Legacy

KOLTER

701 S. Olive Ave.
Suite 104
West Palm Beach, FL 33401

T (561) 682 9900
F (561) 682 1050
www.kolter.com



Gardens North County District Park Selection Committee
C/O City of Palm Beach Gardens
10500 North Military Trail
Palm Beach Gardens, FL 33410

12/19/2018

Dear Committee Members:

As you know, Kolter has developed a number of real estate projects in the Palm Beach Gardens dating back to 1998. Our most recent community, Alton will be at build-out be home to over seventeen hundred families and is also the home of United Technologies Center for Intelligent Buildings. Having already delivered over two thousand residential units we feel very strongly about the way the City has grown and the outstanding quality of life that exists there already.

We have recently met with the people from the Palm Beach North Athletic Foundation. They gave us a presentation on their proposed community recreation facility for the Gardens North County District Park. The level of thought and attention to detail that went into the program were impressive to say the least.

Having a facility like this available to residents of the North County will add greatly to the quality of life for all North County Residents.

We look forward to the development of the Gardens North County District Park and to the addition of this world class facility as a key component.

City of Palm Beach Gardens
10500 N. Military Trail
Palm Beach Gardens, FL 33410

Gardens North County District Park Selection Committee:

Student ACES is a 501(c)3 organization dedicated to providing character education programs, mentoring, community service and life skills for high school student athletes. The organization is impacting the lives of students who so desperately need it. Student ACES' focus is to inspire, train and mentor a community of Student ACES who exemplify leadership traits in athletics, community service and education. The inspiration for Student ACES is derived from a deep desire to see every student achieve a foundation of honor, character and integrity that will permanently generate positive outcomes in their schools and for the next generation. Students participate in the organization's programs at no cost to them.

Student ACES supports the Palm Beach North Athletic Foundation project. Student ACES would like to host classes, mentoring groups, workshops, combines and be headquartered at the facility. By giving our youth a safe place to go the county will experience less crime, high grades, less drug abuse, teen pregnancy and more. Student ACES serves every high school in Palm Beach, Broward and select schools in Miami Dade Counties. We started in 2013 with 32 student athletes and by the end of the 2018-2019 school year we will have impacted 12,500. We have a hard time finding places to host the students and would be excited to partner on this project. Student ACES could provide character education to every high school student athlete that visits the center, something that no other county is providing. Student ACES is in full support of this project and will be a resource for this project pertaining to high school student athletes.

Program Video: <https://www.youtube.com/watch?v=AGR2fpAA5U&t=206s>

Sincerely,

John C. Csapo
Chief Development Officer
The Kolter Group LLC

Sincerely,

Krissy Webb
Executive Director, Student ACES
krissy@studentacesforleadership.com

"...The level of thought and attention to detail that went into the program were impressive to say the least."

"...Student ACES would like to host classes, mentoring groups, workshops, combines and be headquartered at the facility."

letters of support

Creating a Lasting Legacy

JUPITER MEDICAL CENTER

January 7, 2019

Dear Palm Beach Gardens Selection Committee:

I am writing this letter in support of the multi-sport recreational facility proposed by the Palm Beach North Athletic Foundation (PBNAF) to be located in the North County District Park in Palm Beach Gardens.

The facilities proposed by the PBNAF will be a welcome addition and will help to further promote the health and wellness of our community. This unique vision will create a world class recreational destination that will serve all ages and demographics in the area. It is evident that a great deal of thought and planning has gone into this proposal to insure maximum benefit to the residents in our area. The Foundation also appears to be well positioned to support these efforts continuing well into the future.

It is the mission of Jupiter Medical Center to deliver excellent and compassionate healthcare advancing the well being of the people we serve. We are happy to support a project such as this that will promote healthy activities in the community. We applaud the efforts of the Palm Beach North Athletic Foundation for their vision and efforts to bring this project forward.

Sincerely,

Don McKenna
President and Chief Executive Officer

"The facilities proposed by PBNAF will be a welcome addition and will help to further promote the health and wellness of our community."

DEVELOPMENT OF THE GARDENS NORTH COUNTY DISTRICT PARK INDOOR RECREATION FACILITY | RFP2018-050CS | PAGE 29

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Shirley Fine Steel
Lynn Office of Thomas Coburn
The Parkers Company/The Gardens
J&J
The Wheat Group
The Wheat School
Urban Design Etkind Shuster
Vicki Hensel Steel
Vicki Community Credit Union
The Wellness Group
Beverly Bank
Golfway Plaza Towers, LLC
Golfway Construction
The TGI Shop
Palm Beach North Chamber of Commerce
The Honda Club
PAC Bank
J.P. Morgan Private Bank
Dear Corporation



Mission: To preserve and promote the PGA Corridor as the premier business location in Palm Beach County.

November 28, 2018

Dear Palm Beach Gardens Selection Committee:

We are writing this letter in reference to the Request for Proposal for a recreational facility to be located on and near the North County District Park.

The PGA Corridor Association has been providing a voice for the business and property owners of Palm Beach Gardens since 2000. Our guiding principles are to promote quality business development, inform members on issues impacting the PGA Corridor and give insight on pertinent issues facing our community.

As of this date, we have received a presentation from only one respondent and would like to express our gratitude to Jeff, Mike, Charlotte and Marlie of Palm Beach North Athletic Foundation for their presentation to our Board on November 15, 2018.

We have been asked to review and provide input regarding the concept of the indoor state of the art multi-recreational facility to be located on and near the district park. The Association does not endorse specific projects but is active in providing comments and observations as to the impacts of a project to the Corridor and our City as a whole.

We look forward to seeing how the project evolves and thank you for including us in the process.

Very Truly Yours,

Dana Middleton, Chair
PGA Corridor Association

4448 PGA Blvd, Suite 100 - Palm Beach Gardens, FL 33429-2388
Telephone: 561.236.6100 - Fax: 561.472-0461
Email: info@pgacorridor.org
Website: www.pgacorridor.org





Approach to the Project and Funding Sources

approach to the project

Creating a Lasting Legacy

PROJECT UNDERSTANDING AND APPROACH

The City of Palm Beach Gardens is known throughout Southeast Florida for providing quality recreation facilities to its residents as well as those in surrounding communities. Residents and visitors are drawn to the City due in part to the quality and diversity of recreation offered. The ability to continue to offer such desirable recreation areas will be important as the City continues to grow. It will be particularly important to create a facility that addresses the City's current recreational needs as shown in the June 2018 "Recreation Services Analysis" while also providing flexible indoor areas that can change and grow with the needs of the community, and specialty areas that will bring new recreational opportunities to the City and region.

The Gardens North County District Park is the ideal location for Palm Beach North Athletic Foundation, Inc.'s (PBNAF) proposed state-of-the-art indoor multi-sport facility, which will complement and complete the proposed and existing outdoor recreation amenities within the park itself. After discussions with key stakeholders, local residents and community leaders, our internal assessment leads us to a bold concept that will appeal to all ages and abilities. This facility, unlike any other in the state, will service the local community while also having the ability to host regional, national, and international events; bringing with them significant direct economic impact through increased hotel occupancy, and secondary economic impact on local business.

Population growth in northern Palm Beach County, and Palm Beach Gardens specifically, has been explosive over the past 30 years. With numerous planned residential communities on the horizon, it is estimated that by 2023 the number of people living within a five-mile radius of the proposed site will be three times larger than it is currently, and that there will be more than one million people living within 20 miles of the facility¹. Existing aging facilities and a general lack of indoor recreational space are noted in the June 2018 Recreation Services Department "Needs Analysis Assessment" as limiting factors in the continued growth of many sports in the community and region – a condition that will only worsen as the population continues to grow.

The PBNAF is proposing an approximately 200,000-SF world class multi-sport facility that will offer programming from daily yoga classes to regional sports leagues including, but not limited to, basketball, ice hockey, volleyball, gymnastics, and cheerleading. The PBNAF is made up of a sophisticated and dedicated volunteer board of directors and advisory council who are committed to philanthropy by giving back to the community in which they reside. It is the Foundation's vision to give people of all ages, income levels and abilities the opportunity to experience a wide variety of recreational activities including many not presently available in the area. This level of facility will allow the community to simultaneously provide a wide range of sports and activities, and become a true community asset for decades to come. Once completed, our concept will further enhance Palm Beach Gardens as a signature city

¹Information is based off "EASI Demographics on Demand Updated Site Selection Reports & Analysis: Executive Summary" which uses Easy Analytics Software, Inc. (EASI) as the source of the growth estimates. All other data are derived from the US Census and other official government sources.

in Southeast Florida and put it on the map as a "recreation destination" for Palm Beach Gardens' residents and the larger regional population.

FACILITY DESCRIPTION AND RENDERINGS

The facility is planned to be open seven days a week from 5am to 11pm. The management team intends for the facility to be used not only by community members, but also by regional sports leagues and will adjust the hours of operation as needed to accommodate both groups. Additionally, activity scheduling will be coordinated through the management team to ensure that the facility maintains a steady stream of visitors throughout the day to prevent against overcrowding and "crush times".

The required parking for a facility such as this has been closely studied by our design and management team. Based on our experience with similar facilities, our proposed

site plan provides approximately 550 parking spaces, 50 more than what is required per the City's code for uses deemed "Recreation Center – Public". This use requires that one parking space be provided for every four seats. Given that 2,000 seats are provided in the facility, our parking requirement would be 500 total parking spaces. In addition, as a part of Gardens North County District Park, we propose to create a shared parking agreement between ourselves and the surrounding park facilities for special events and tournaments.

500 seats per ice rink (1,000 total)
1,000 seats Championship Gymnasium
2,000 seats total

2,000 seats/4 = 500 parking spaces required
(one parking space is required per every four seats)



approach to the project

Creating a Lasting Legacy

Our state-of-the-art two-story facility is expected to be approximately 158,000 SF on the ground floor and an additional 60,000 SF on the second level. While the building is not planned to be LEED certified, green building principles will be used throughout the design to increase energy and water efficiency, enhance the indoor environment, and reduce the overall strain on local resources. To ensure the safety and security of the facility, our design and management teams are working together to develop a comprehensive security plan for the building focused on Crime Prevention Through Environmental Design (CPTED) principles. To this end, the building will have one main entrance with a circular pick-up/drop-off and a controlled check-in desk that will be managed at all times by a dedicated staff member.

The first floor will be the facility's main hub of activity. Visitors will have direct access to a full-sized basketball court, a cardio fitness room, a four-court multi-sport gymnasium, squash courts, an indoor playground, a rock wall, two ice rinks, and party rooms. There will also be a quick serve concession area as well as a retail space for the purchase of athletic gear and sport specific merchandise and equipment. The

second floor will have multipurpose rooms for activities such as yoga and Zumba, a large community/conference room, a fitness center, and a jogging/walking track. Additionally, there will be a full-service restaurant and bar, and areas for visitors to observe the multisport gymnasium, ice rinks, and squash courts from above.

Critical to the overall success of a complex of this size and nature, is a professionally managed building. It will be imperative that all areas of the facility are communicating with each other in order to provide programming at a level of service that facilitates the growth of the multiple sport programs within the facility. Additionally, the building will be carefully designed to allow for multiple activities to function simultaneously.

A blend of fees, dues, admission rates, and membership categories are being developed for the entire facility and will vary with the program, league, sport and event. We will encourage participation for all and also plan on having subsidized programs and fees for those that require assistance within the county.

A large variety of indoor sports programs are being proposed for the facility including, but not limited to:

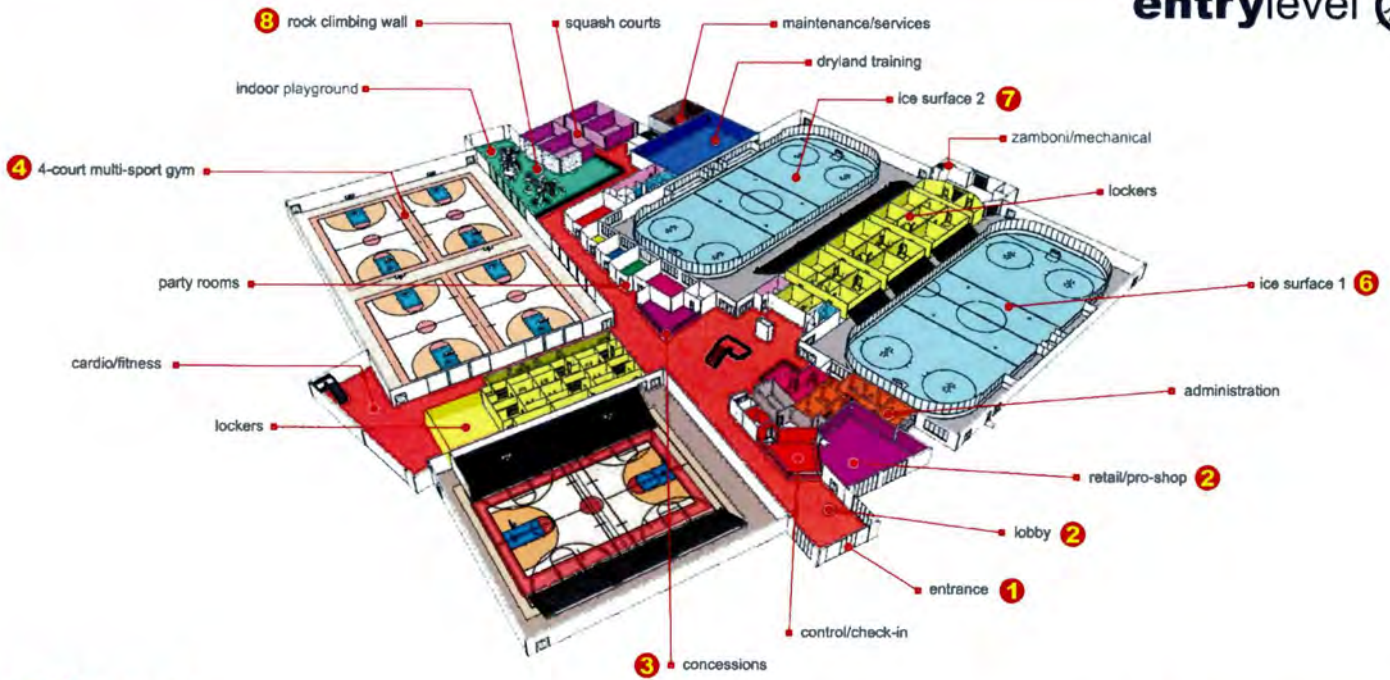
- ▶ Basketball
- ▶ Volleyball
- ▶ Pickleball
- ▶ Futsal
- ▶ Squash
- ▶ Fitness/group classes
- ▶ Children sport camps
- ▶ Walking/jogging
- ▶ Lacrosse
- ▶ Gymnastics
- ▶ Wrestling
- ▶ Cheerleading
- ▶ Rock climbing
- ▶ Indoor baseball
- ▶ Agility
- ▶ Dance
- ▶ Ice skating
- ▶ Figure skating
- ▶ Hockey
- ▶ Curling
- ▶ Indoor golf



facility floor plans

Creating a Lasting Legacy

entrylevel 

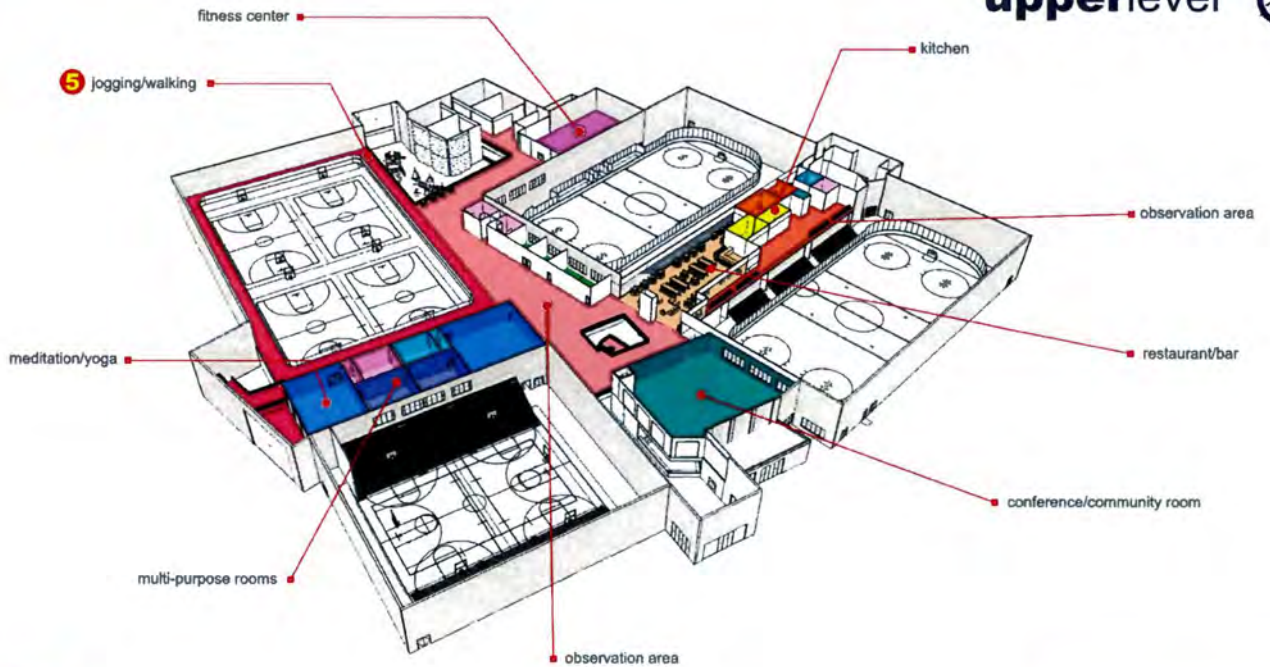


0 INDICATES RENDERING NUMBER

facility floor plans

Creating a Lasting Legacy

upperlevel 



Chiodini
ARCHITECTS

 PALM BEACH NORTH

 INDICATES RENDERING NUMBER

facility renderings

Creating a Lasting Legacy

1



Chindini
ARCHITECTS

PALM BEACH NORTH

DEVELOPMENT OF THE GARDENS NORTH COUNTY DISTRICT PARK INDOOR RECREATION FACILITY | RFP2018-050CS | PAGE 34

facility renderings

Creating a Lasting Legacy

2



Chiodini
ARCHITECTS

 PALM BEACH NORTH
The City of Palm Beach North

DEVELOPMENT OF THE GARDENS NORTH COUNTY DISTRICT PARK INDOOR RECREATION FACILITY | RFP2018-050CS | PAGE 35

facility renderings

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3



Christini
ARCHITECTS

 PALM BEACH NORTH

facility renderings

Creating a Lasting Legacy

4



Christie

PALM BEACH NORTH
PLANNING & ARCHITECTURE

DEVELOPMENT OF THE GARDENS NORTH COUNTY DISTRICT PARK INDOOR RECREATION FACILITY | RFP2018-050CS | PAGE 37

facility renderings

Creating a Lasting Legacy

5



Chimney

PALM BEACH NORTH

DEVELOPMENT OF THE GARDENS NORTH COUNTY DISTRICT PARK INDOOR RECREATION FACILITY | RFP2018-050CS | PAGE 38

facility renderings

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6



Christini
ARCHITECTS



PALM BEACH NORTH

DEVELOPMENT OF THE GARDENS NORTH COUNTY DISTRICT PARK INDOOR RECREATION FACILITY | RFP2018-050CS | PAGE 39

facility renderings

Creating a Lasting Legacy

7



Christini
ARCHITECTS

PALM BEACH NORTH
FLORIDA

facility renderings

Creating a Lasting Legacy

8



Chadwick
ARCHITECTS

PALM BEACH NORTH

DEVELOPMENT OF THE GARDENS NORTH COUNTY DISTRICT PARK INDOOR RECREATION FACILITY | RFP2018-050CS | PAGE 41

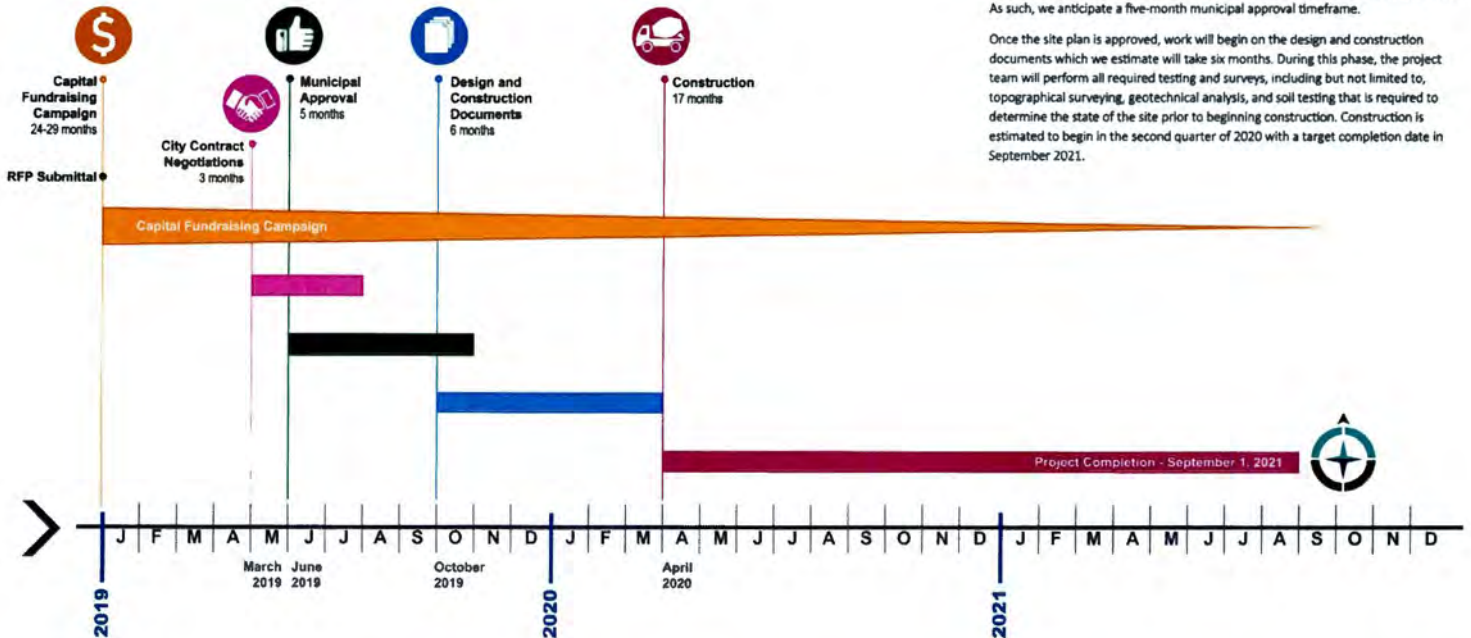
projected schedule

Creating a Lasting Legacy

CONSTRUCTION TIMELINE

Our capital fundraising campaign will commence in early 2019 and continue for 24-29 months to coincide with a projected completion date of late summer of 2021, assuming a selection date in April 2019. The PBNAF has been diligent in working with our design team to create innovative yet realistic concept drawings that will easily translate into the required documents for Palm Beach Gardens' plan approval process. As such, we anticipate a five-month municipal approval timeframe.

Once the site plan is approved, work will begin on the design and construction documents which we estimate will take six months. During this phase, the project team will perform all required testing and surveys, including but not limited to, topographical surveying, geotechnical analysis, and soil testing that is required to determine the state of the site prior to beginning construction. Construction is estimated to begin in the second quarter of 2020 with a target completion date in September 2021.



plans/terms/innovation

Creating a Lasting Legacy

MARKETING PLAN

PBNAF will embark on a bold marketing plan that will begin to establish a true partnership with the local community. Successful facilities are those that are deeply integrated into the community and serve not only as an athletic facility, but as a meeting point and community center for the public at large. It is our intention to work with the appropriate departments within the City and County, as well as with local stakeholders, to develop a meaningful and fully integrated marketing plan including:

- ▶ Social media campaigns
- ▶ Grass roots marketing
- ▶ Database marketing
- ▶ Media releases
- ▶ Traditional advertising mediums
- ▶ Print, radio, television
- ▶ Community event marketing and promotion
- ▶ Website development and management
- ▶ Event sponsorships
- ▶ Charitable initiatives

Our marketing campaign and community outreach will be augmented by the strategic alliances PBNAF will form with key sports agencies to promote and grow our programming.

The long term sustainability of the facility will depend on our ability to create a healthy combination of local participation and the ability to attract large format events, such as national sports tournaments.

An important sector of our marketing initiatives will focus on holding tournaments and competitions across the multiple sports offered in the facility on a regular basis throughout the year with the help of our alliances.

These partnerships could include:

- ▶ Palm Beach Gardens Recreation Department
- ▶ Florida Sports Foundation
- ▶ Palm Beach Sports Commission
- ▶ Palm Beach Gardens Youth Athletic Association
- ▶ Jupiter Tequesta Athletic Association
- ▶ Amateur Sports National Governing Bodies

MANAGEMENT AND MAINTENANCE PLAN

CCG and PBNAF have worked to develop a strong management team to oversee the facility and ensure both short-term and long-term success. An integrated approach to internal business management and the management of the programming, facilities, and marketing will be key to the long-term operational success of the facility.

Our administration services team will use best practices to ensure that the business is operating at the highest levels. To efficiently run these complex and interconnected components, CCG will create a facility management team with clearly defined roles and expertise.

A detailed organizational structure is being developed with key members who have experience in recreational management and a clear understanding of their particular field as it relates to our facility and the industry as a whole.

Facility maintenance will follow industry best practices and will be held to the highest levels of quality control. Creating an environment and experience that is safe and enjoyable to all who visit, and upholds Palm Beach Gardens' high-quality of living, will be of utmost importance to our team. We will create maintenance plans that are customized to the equipment and programming offered in the facility and will contract with local professionals for equipment upkeep and staff training. PBNAF welcomes recommendations from the City and County.



TERMS AND OWNERSHIP

The facility will be owned and operated by PBNAF, a 501(C)(3) dedicated to creating a state-of-the-art athletic facility in Northern Palm Beach County. It is anticipated that PBNAF will sign a long-term contract with the City of Palm Beach Gardens and that the term will coincide with the remaining term on the interlocal agreement with Palm Beach County. Transfer of ownership to the City would occur at the end of that term unless the City and County exercise an extension/option agreement for the land at which time the PBNAF would desire to extend our agreement with the City of Palm Beach Gardens into the future.

INNOVATIVE CONCEPTS

- ▶ Our inclusion of non-traditional sports in our initial discussion of the facility is one of the keys to the overall long-term success and sustainability of the facility
- ▶ Our unique design is critical to our vision of making this a recreation destination that will allow multiple sports and activities to operate concurrently, a key for long-term viability
- ▶ Our operating and programming model will focus on internally managed programming with less reliance on third-party vendors to ensure long-term success
- ▶ Our foundation will forge strategic partnerships with local non-profit organizations in the north County area to further push our vision and philosophy of "recreation for all."

"A community thrives off the spirit of those within it. This journey is about strengthening our community and providing opportunities for our children, and our children's children. Our Foundation is a vessel to share the prosperity of our community to all walks of life. We need to strengthen the moral compass for future generations. This is our mission and our legacy."

Michael J. Winter, Board President

source of funding

Creating a Lasting Legacy

The vision of the Palm Beach North Athletic Foundation's Board of Directors has inspired community leaders in Palm Beach County and the City of Palm Beach Gardens to support this creative project. With highly effective board leadership and extensive management and fund raising experience, we will ensure a successful capital fundraising campaign. Our Advisory Council and campaign committee is comprised of passionate individuals who will make this venture a reality. We are committed to fund approximately 80% of the total development cost of the project through our vast philanthropic network. The remaining 20% or less will be financed through traditional bank financing.

If selected by the City, our capital fundraising campaign will commence in early 2019 and continue through the duration of the project. Construction is projected to begin in the second quarter of 2020 with a projected completion date of September 2021.

Support of the City of Palm Beach Gardens is critical to the overall success of this unique public-private partnership. In the spirit of this partnership, the PBNAF would ask that the City consider the following:

- ▶ Waiver of any and all building plan review fees and any development fees
- ▶ Waiver of any and all permitting fees
- ▶ Waiver of any and all impact fees
- ▶ Expedite site plan and architectural review board approvals
- ▶ Expedite municipal approvals, inspections and permitting process
- ▶ Appoint a dedicated inspector throughout the construction process
- ▶ Participation on a shared parking agreement
- ▶ Waiver of any sales tax due to our 501(c)(3) status
- ▶ Provide all utilities to within five feet of the proposed building
- ▶ Assist in marketing the facility to its residents through existing communication channels
- ▶ Inclusion in City's marketing collateral materials

The following information demonstrates the strong early support for the project and our overall financial plan:

- ▶ Source and use of funds statement
- ▶ Five-year financial projections
- ▶ Revenue share forecast
- ▶ Fundraising feasibility executive summary
- ▶ Financial institutions support letters



SOURCE AND USE OF FUNDS STATEMENT

SOURCES

Charitable contributions	\$33,625,000
FEMA Pre-Disaster Mitigation (PDM) grant	TBD
Bank financing	<u>\$10,000,000</u>
Total Estimated Project Development Budget	\$43,625,000

USES

- Site development
- Design and engineering services
- Building construction
- Furniture, fixtures and equipment
- Capital fundraising campaign expenses
- Financing and operating capital

TOTAL..... \$43,625,000

source of funding

Creating a Lasting Legacy

FIVE-YEAR FINANCIAL PROJECTIONS

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
PRIMARY REVENUES					
Ice Programs	1,846,958	2,093,219	2,339,480	2,433,059	2,530,381
Gym Programs	1,106,438	1,253,963	1,401,488	1,457,547	1,515,849
Court Programs	225,000	255,000	285,000	296,400	308,256
Turf Programs	108,750	123,250	137,750	143,260	148,990
TOTAL PRIMARY REVENUES	3,287,145	3,725,431	4,163,717	4,330,266	4,503,476
ANCILLARY REVENUES					
Food & Beverage	423,000	479,400	535,800	557,232	579,521
Performance/Fitness Center	90,000	102,000	114,000	118,560	123,302
Retail	63,000	71,400	79,800	82,194	84,660
Sports Medicine	45,000	51,000	57,000	58,710	60,471
Sponsorships	-	-	-	-	-
Charitable Contributions	187,500	212,500	250,000	250,000	250,000
TOTAL ANCILLARY REVENUES	808,500	916,300	1,036,600	1,066,696	1,097,955
TOTAL REVENUES	4,095,645	4,641,731	5,200,317	5,396,962	5,601,431
COST OF REVENUE					
Ice Programs	615,460	697,521	779,582	810,766	835,089
Gym Programs	191,805	217,379	242,953	252,671	260,251
Court Programs	75,000	85,000	95,000	98,800	104,764
Turf Programs	21,750	24,650	27,550	30,160	31,065
Food & Beverage	354,410	401,664	448,919	491,448	506,192
Performance/Fitness Center	40,613	46,028	51,443	53,500	57,448
TOTAL COST OF REVENUE	1,299,037	1,472,242	1,645,447	1,737,345	1,794,808
GROSS MARGIN	2,796,608	3,169,489	3,554,870	3,659,617	3,806,623
GENERAL & ADMINISTRATIVE EXPENSES					
Facility Operations	1,277,119	1,419,021	1,419,021	1,461,592	1,505,499
Finance & Administration	1,113,674	1,113,674	1,113,674	1,147,084	1,181,496
Revenue Share - PBG	50,000	50,000	83,274	86,605	90,070
Replacement Reserve Fund	-	50,000	75,000	75,000	75,000
TOTAL EXPENSES	2,390,792	2,632,695	2,690,969	2,770,281	2,852,005
Net Operating Income	405,816	536,794	863,901	889,336	954,618
Debt Service	756,000	756,000	756,000	756,000	756,000
EARNINGS AFTER DEBT SERVICE	(350,184)	(219,206)	107,901	133,336	198,618

PROFORMA NOTES AND ASSUMPTIONS

- ▶ Proforma is based on full operating years
- ▶ Year 1 revenues and cost of revenues are based on 79% of Year 3 STABILIZED revenues
- ▶ Year 1 shows facility operations expense at 90% and finance & administration expense at 100% of Year 3 STABILIZED revenues
- ▶ Year 2 revenues and cost of revenues are based on 89% of Year 3 STABILIZED revenues
- ▶ Year 2 shows facility operations and finance & administration expenses at 100% of Year 3 STABILIZED revenues
- ▶ Minimum Annual Guarantee of \$50,000 for Year 1 will be deferred until Year 6
- ▶ Minimum Annual Guarantee of \$50,000 will begin in Year 2
- ▶ Revenue share of 2% of primary revenues begins in Year 3
- ▶ Revenues increase 4% annually in years 4 and 5
- ▶ Debt service assumes a \$10 million loan at 6%/25 year amortization
- ▶ Earnings shortfall in Years 1 & 2 are capitalized and accounted for in the Sources and Uses of Funds Statement

source of funding

Creating a Lasting Legacy

FINANCIAL INSTITUTIONS SUPPORT LETTERS



December 14, 2108

Mr. Jeff Campol, Executive Director
Palm Beach North Athletic Foundation
11300 US Highway 1, Suite 500
Palm Beach Gardens, FL 33408

Dear Jeff,

I want to thank the PBNAF Board of Directors for sharing your innovative and comprehensive plan to design, construct and operate a world class indoor recreation facility for the communities of North Palm Beach County. After reviewing and meeting with the members of the board I am confident this project will be successful while meeting the current and future needs of the local communities.

I have also reviewed the detailed financial plan including the development budget, approximate construction costs, charitable contribution matrix and the five (5) year financial projections which all seem attainable given the strong team you have assembled to guide the project.

Florida Community Bank has a strong interest in providing traditional debt financing of \$10MM-12MM with terms and conditions to be negotiated and finalized once the project has been selected and approved by the City of Palm Beach Gardens.

We are excited to be a part of this bold undertaking and look forward to a long and mutually beneficial relationship.

Yours truly,

Tony Mandravellos
Senior Vice President

"...Florida Community Bank has a strong interest in providing traditional debt financing of \$10MM-12MM..."



November 28, 2018

Palm Beach North Athletic Foundation
VIA E-mail
CO Jeff Campol, Executive Director

Dear Mr. Campol:

We appreciate your consideration of Professional Bank ("Bank" or "PB") to help you with your financing needs. The purpose of this letter is to briefly outline the general proposed terms and conditions of the financing. If you find them acceptable, we can continue with the approval process. Please understand this letter is not a commitment on behalf of the Bank to lend, it is merely a detailed expression of interest. Final approval can only be granted by the Bank's loan committee. The proposed terms are as follows:

Reversee: Palm Beach North Athletic Foundation

Loan Amount: Up to \$10,000,000.00

Purpose: To provide construction / permanent financing for a multi-purpose sports complex located in Palm Beach Gardens, FL.

Professional Bank has reviewed the business plan provided by the Palm Beach North Athletic Foundation for the construction of a multi-sport indoor sports complex in the city of Palm Beach Gardens. The business plan included proforma financial projections, management overview, project costs and funding requirements. The bank, based on this proposal, believes the project does have financial merit and has the potential to repay the proposed loan amount upon facility stabilization.

Professional Bank has an office located in Palm Beach Gardens at 5100 PGA Boulevard Suite 100, which is located within one mile of the proposed facility. Additionally, I am familiar with the site and as a resident of Palm Beach Gardens for the past twelve years personally believe this project is a welcome enhancement to the recreation facilities currently available within the city.

In closing, I would like to thank you again for considering Professional Bank. If you have any questions, please do not hesitate to contact me at 561.720.1710. I look forward to hearing from you soon.

Sincerely,

Kris Bernhart
Executive Vice President

"...Professional Bank has reviewed the business plan provided by PBNAF ...The bank, based on this proposal, believes the project does have financial merit..."

REVENUE SHARE FORECAST

YEAR	MINIMUM ANNUAL GUARANTEE	REVENUE SHARE OF PRIMARY REVENUES	PROJECTED REVENUE SHARE
1*	\$50,000	n/a	\$-
2	\$50,000	n/a	\$50,000
3	\$50,000	2%	\$83,274
4	\$50,000	2%	\$86,605
5	\$50,000	2%	\$90,070
6*	\$50,000/\$50,000	2%	\$142,772
7	\$50,000	2%	\$95,555
8	\$50,000	2%	\$98,421
9	\$50,000	2%	\$101,374
10	\$50,000	2%	\$104,415
11	\$50,000	2%	\$107,548
12	\$50,000	2%	\$110,774
13 - 24	\$50,000	2.5%	
25 - 48	\$50,000	3%	

NOTES AND ASSUMPTIONS

- ▶ The greater of the Minimum Annual Guarantee or Revenue Share will be paid annually
- ▶ *\$50,000 Minimum Annual Guarantee from Year 1 is paid in Year 6

source of funding

Creating a Lasting Legacy

FUNDRAISING FEASIBILITY EXECUTIVE SUMMARY

PROJECT OVERVIEW

Purpose of Study

The purpose of the fundraising feasibility study was to determine Palm Beach North Athletic Foundation's (Foundation) readiness for the proposed fundraising campaign – those 'right ingredients' to ensure a good chance for success.

A well-executed study helps predict how much money an organization can reasonably raise, how long it should take, and how much it should cost to efficiently and effectively manage the campaign. A good study also helps identify potential leaders and donors, strengths and weaknesses of the campaign, and includes recommendations on how the campaign should be conducted in order to marshal the funding and volunteer resources needed to complete the capital campaign.

The broader and more important purpose is to determine how the Foundation can achieve a particular short-term philanthropic goal and position itself for long-term success.

Specifically, a campaign feasibility/planning study enabled the Foundation to:

- ▶ Test basic planning assumptions with potential donors
- ▶ Build ownership with potential contributors by disseminating early information about the plans and asking prospective leaders and donors for their advice, building buy-in and ownership in the process
- ▶ Ascertain potential support in order to estimate the potential giving at the crucial early leadership and major levels of the campaign, information providing the basis for estimating total campaign potential
- ▶ Identify volunteer leadership potential, the single most important factor in the success of fundraising campaigns
- ▶ Determine the strengths and weaknesses of the Foundation regarding its readiness to conduct a campaign and to develop successful strategies and plans
- ▶ Develop plans for soliciting individual prospects, honoring confidentiality while still utilizing the information gathered to help develop an appropriate solicitation plan and giving level

Key Ingredients for a Successful Campaign

Essential elements for a successful campaign include the following:

- ▶ An urgent, compelling case for support
- ▶ A clear justification of the needs which the organization and campaign will address

- ▶ Sufficient donor and volunteer prospects within the organization's constituencies
- ▶ Effective and inspirational leaders
- ▶ Adequate resources to carry out the campaign (staff, operating funds, facilities and technology)
- ▶ A strategy for implementation

Methodology

Conducted by Charlotte Pelton & Associates, an outside objective consultant with extensive experience and expertise in this work, the study consisted of 34 confidential key business and community leaders, public and private foundation leaders, prospective individual donors, and board and advisory council member interviews and online surveys.

Questions centered on participants' opinions and ideas regarding a multi-faceted sports facility proposed for the regional park off Central Boulevard between PGA Boulevard and Donald Ross Road, as outlined in a preliminary 'Case for Support' developed by the consultants from information provided by the Foundation.

Each respondent was asked for a candid assessment of:

1. The proposed facilities and programming
2. Strengths and weakness in the case for support
3. The Foundation's leadership and their prospects for raising the funds necessary
4. Each respondent's personal interest in the proposed project, including interest in providing a gift, serving on the board of directors, advisory council, and/or campaign leadership and volunteer team
5. Campaign timing

SUMMARY OF KEY FINDINGS

Examination of the responses received during this study process reveals the following:

Overall Impressions

There is strong support among study participants for the overall proposed plans and the growing needs that these indoor facilities would fulfill (unique and comprehensive mix, location and safety for children and families). Ninety-two percent (92%) agreed with the plans as proposed, and only four percent (4%) were unsure of the overall needs.

In addition, there is strong support for variety of programs that is important to attract families with numerous and varied needs. In fact, responses related to individual preferences demonstrate the need and desire for all aspects of programming as presented.

A belief that the public sector (City) support should come in the way of providing ease in permitting, zoning and fees, etc.

"As the community continues to grow, the need for a facility of this nature will only increase. The area can support this. Some (existing) facilities are a bit aged-this one will provide modern conveniences."

Facilities and Programming

Respondents also expressed a belief that the configuration of the facility will create a unique 'destination' and 'experience' for families. Comments reflected a number of common themes, including variety (something for everyone), demand (growing population and shortage of facilities, indoors (addressing weather, temperatures, etc.), community (socializing around sports), safety/accessibility (safe setting for people of all ages and abilities), and diversity (ability to partner with schools and other organizations to improve health and provide elite training for talented students, leading to new collegiate scholarship tracks).

Participants' questions focused on the size of the campaign, the mix of facilities components, and project's financial sustainability, once built. These questions open the door for adding 'Frequently Asked Questions' to the Case for Support materials that will ensure ready access to answers.

Case for Giving

There is strong support for the nonprofit purpose and its promise to serve disadvantaged youth and those in our community who need help (seniors, poor, disabled), and this status opens the door for numerous partnership opportunities, which should broaden, even further, the opportunity for philanthropic support, from public and private foundations, and potentially public sector funding.

The opportunity for world class coaching and for talented youth to receive training in sports aimed at numerous alternative (non football, basketball) collegiate sports tracks is also very appealing to a number of respondents.

To further strengthen the case for support, there is a need to authentically articulate the story, better emphasizing the nonprofit aspect and access for all, better explaining just how disadvantaged populations will be able to access (pay for use of) facilities.

In addition, participants expressed the need to diversify the composition of the board and to better demonstrate staff's proven track record.

source of funding

Creating a Lasting Legacy

Campaign Feasibility

When asked about the feasibility of raising the funds needed to construct the facilities, we found broad consensus that northern Palm Beach County is a place with millions of dollars in potential philanthropic support, and consensus that the keys to success to raise awareness of the project and its potential impact in the region are:

- ▶ leadership
- ▶ authenticity
- ▶ good PR campaign

When asked about participants' own support, a good number of respondents indicated strong interest in the project, including those with an ability to give gifts of seven figures.

Some individuals expressed concern that the facilities, as planned, are quite large and that the total price tag is very high, again opening the door to more Frequently Asked Questions around the mix and size of facilities needed to meet community needs. Correlating to that was some concern that the total goal is very big, and questions about leadership level donors leading the way.

"I am highly confident enough funding will be available to build some sort of recreation center, if its pitched as a dynamic, multifaceted experience for families."

Campaign Leadership and Donors

When asked about the Foundation's leadership, respondents expressed consensus that it should be expanded to include a number of major sports figures and celebrities residing in northern Palm Beach County. In addition, as was already mentioned, there is strong consensus around adding women and minorities to the board, advisory council, and campaign leadership committee to reflect the region's diversity and desire to serve all.

Participants identified a number of major corporations and other entities in the area as important endorsers and potential donors to the project. They also expressed broad consensus regarding the need for several 'anchor' donors willing to provide legacy level gifts.

Public Support and Endorsement

Interviewees expressed a broad willingness to write letters and lend names in support of the project, as evidenced by those letters the Foundation was able to secure for the RFP response.

Personal Involvement in Campaign and Organization

Fortunately, the interviews did yield a good number of people interested in serving in a variety of leadership roles, providing us with a strong list of prospective campaign leaders, board members, and advisory council members.

In addition, we identified a strong list of prospective campaign volunteers with willingness to open doors, host events, and advocate for the project; steps important in the early stages of a campaign.

Personal Philanthropic Interest

We were able to identify a strong list of prospects ranking this project as high or medium priority among their personal philanthropic interests, with an expressed willingness to make personal contributions to a campaign, including a number of them willing to make multi-year pledges, as well as those interested in providing seed capital to fund the initial phases of a campaign.

A number of participants expressed an interest in considering a gift or pledge from their businesses, as well as a great deal of interest among businesses in discussing a multi-year marketing package, especially as it relates to benefits for employees.

We were also able to garner a beginning list of prospective public and private foundations to approach for grants, and further grant research will be conducted to expand that list as the campaign gets underway.

Donor Recognition

Respondents expressed strong agreement that donor recognition of all types (signage, website, printed materials, at special events, etc.) is important to many prospective donors, and there was also strong interest in the concept of a 'Founders' group, with care as to what is provided as benefits.

Economic Outlook

Universally, interviewees agreed that the current economic climate is excellent and will remain so for the next few years, causing most to express a belief that the goal 'seems about right' given the current economy, although a few prospects expressed a concern that the goal is high.

Timing of Campaign

There is strong consensus that the timing for a campaign is right, given the current state of the economy and perceived forecast of it in the coming years.

CONCLUSIONS AND RECOMMENDATIONS

Campaign Feasibility

There is very strong agreement among study participants about the need for the proposed multi-faceted sports complex as presented (and as supported by the needs assessment study conducted for the City), and there is also very strong personal interest among the majority of study participants in using one or more aspects of the facilities for themselves and their families.

There is also strong consensus that the Foundation's approach to this project as a nonprofit entity is the right one, as the majority of respondents believe that prospective donors will only care to provide major philanthropic gifts if the facilities and programs are designed to serve all, including, most importantly, disadvantaged children and families, seniors, the disabled, and veterans.

A number of critical questions remain that must be addressed in order to prepare the Foundation for a campaign that can be assured of success. Specifically, some respondents questioned the Foundation's ability to garner strong interest among those in the community capable of providing the number of legacy level (multi-million dollar) gifts necessary to achieve the sizable goal.

The following timeline takes into consideration these findings and conclusions in a series of recommendations to be adopted by the board of directors as it moves forward:

1. Adopt an internal working goal of \$34 million and proceed with campaign planning, implementation, and additional leadership recruitment.
2. Utilize information from this campaign feasibility study to develop clear and concise comprehensive campaign marketing strategies (and accompanying materials).
3. Recruit additional strong board members comprised of well-known and highly respected members from the professionals sports, business, and philanthropic communities.
4. Recruit additional well-known and highly respected advisory council members whose purpose is to provide expertise in matters related to specific sports, to provide endorsement of and advocacy for the project, and to provide connection and access to those in the broader national and international community who might have an interest in this project.
5. Proceed with the following campaign timeline:
 - ▶ Pre-campaign planning, additional leadership recruitment and development – January–April 2019 (four months)
 - ▶ Campaign Phase I– May through November 2019 (seven months)
 - ▶ Campaign Phase II– December 2019 through May 2020 (six months)
 - ▶ Campaign Phase III– June 2020 through September 2021 (14 months)



PALM BEACH NORTH
ATHLETIC FOUNDATION

Creating a Lasting Legacy

Affidavits and Forms

affidavits

Creating a Lasting Legacy

City of Palm Beach Gardens
RFP2018-050CS, Development of the Gardens North County District Park Indoor Recreation Facility

City of Palm Beach Gardens
RFP2018-050CS, Development of the Gardens North County District Park Indoor Recreation Facility

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

List below the dates of issue for each addendum received in connection with this Solicitation:

Addendum #1 Dated October 22, 2018
Addendum #2 Dated November 6, 2018
Addendum #3 Dated December 6, 2018
Addendum #4 Dated _____
Addendum #5 Dated _____
Addendum #6 Dated _____
Addendum #7 Dated _____
Addendum #8 Dated _____
Addendum #9 Dated _____
Addendum #10 Dated _____

PART II:

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

Palm Beach North Athletic Foundation, Inc.

Firm Name

Signature

Michael Winter, President

Name and Title (Print or Type)

January 10, 2019

Date

PROPOSAL SUBMITTAL SIGNATURE PAGE

By signing this Proposal, the Proposer certifies that it satisfies all legal requirements as an entity to do business with the City, including all Conflict of Interest and Code of Ethics provisions.

Firm Name:

Palm Beach North Athletic Foundation, Inc.

Street Address:

11300 US Highway 1 North, Suite 500, Palm Beach Gardens, FL 33408

Mailing Address (if different from Street Address):

Telephone Number(s): 561 389 5809

Fax Number(s): 561 389 5809

Email Address: mike@otter-creek.com

Federal Employer Identification Number: 82-2416593

Prompt Payment Terms: N/A % days' net days

Signature: Michael Winter
(Signature of authorized agent)

Print Name: Michael Winter

Title: President

Date: January 10, 2019

By signing this document, the Proposer agrees to all terms and conditions of this Solicitation and the resulting contract/agreement.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL, FOR NOT LESS THAN 90 DAYS, AND THE PROPOSER'S UNEQUIVOCAL OFFER TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS SOLICITATION. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE, BY AN AUTHORIZED REPRESENTATIVE, SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS PROPOSAL.

City of Palm Beach Gardens
RFP2018-050CS, Development of The Gardens North County District Park Indoor Recreation Facility

City of Palm Beach Gardens
RFP2018-050CS, Development of The Gardens North County District Park Indoor Recreation Facility

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Proposers must disclose within their Proposal: the name of any officer, director, or agent who is also an employee of the City of Palm Beach Gardens.

Furthermore, all Proposers must disclose the name of any City employee who owns, directly or indirectly, an interest of more than five percent (5%) in the Proposer's firm or any of its branches.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

- To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this Proposal.
- The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Proposal.

Acknowledged by:

Palm Beach North Athletic Foundation, Inc.
Firm Name


Signature

Michael Winter, President
Name and Title (Print or Type)

January 10, 2019
Date

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a Proposal on a contract to 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 or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-Proposer, 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 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

Palm Beach North Athletic Foundation, Inc.
Firm Name


Signature

Michael Winter, President
Name and Title (Print or Type)

January 10, 2019
Date

affidavits

Creating a Lasting Legacy

City of Palm Beach Gardens
RFP2018-050CS, Development of The Gardens North County District Park Indoor Recreation Facility

City of Palm Beach Gardens
RFP2018-050CS, Development of The Gardens North County District Park Indoor Recreation Facility

Notification of Public Records Law Pertaining to Public Contracts and Requests for Contractor Records Pursuant to Chapter 119, Florida Statutes

Pursuant to Chapter 119, Florida Statutes, Contractor shall comply with the public records law by keeping and maintaining public records required by the City of Palm Beach Gardens in order to perform the service. Upon request from the City of Palm Beach Gardens' custodian of public records, Contractor shall provide the City of Palm Beach Gardens with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract. Upon completion of the contract, Contractor shall transfer, at no cost, to the City of Palm Beach Gardens all public records in possession of the Contractor or keep and maintain public records required by the City of Palm Beach Gardens in order to perform the service. If the Contractor transfers all public records to the City of Palm Beach Gardens upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City of Palm Beach Gardens, upon request from the City of Palm Beach Gardens' custodian of public records, in a format that is compatible with the information technology systems of the City of Palm Beach Gardens.

IF 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 AT OFFICE OF THE CITY CLERK LOCATED AT 10500 NORTH MILITARY TRAIL, PALM BEACH GARDENS, FLORIDA 33410, PHONE NUMBER (561) 799-4122, EMAIL ADDRESS: PSNIDER@PBGFL.COM.

Acknowledged:

Palm Beach North Athletic Foundation, Inc.

Firm Name

Signature

Michael Winter, President

Name and Title (Print or Type)

January 10, 2019

Date

DRUG-FREE WORKPLACE

Palm Beach North Athletic Foundation, Inc. is a drug-free workplace and has a substance abuse policy in accordance with and pursuant to Section 440.102, Florida Statutes.

Acknowledged by:

Palm Beach North Athletic Foundation, Inc.

Firm Name

Signature

Michael Winter, President

Name and Title (Print or Type)

January 10, 2019

Date

affidavits

Creating a Lasting Legacy

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City of Palm Beach Gardens
RFP2018-050CS, Development of The Gardens North County District Park Indoor Recreation Facility

NON-COLLUSION AFFIDAVIT

TRUTH - IN - NEGOTIATION CERTIFICATE

STATE OF Florida
COUNTY OF Palm Beach

Before me, the undersigned authority, personally appeared Michael Winter, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

The undersigned warrants (i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreement and (ii) that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

a. He/She is President of Palm Beach North Athletic Foundation, Inc., the Proposer that has submitted a Proposal to perform work for the following:
DEVELOPMENT OF THE GARDENS NORTH COUNTY
RFP No.: 2018-050CS Title: DISTRICT PARK INDOOR RECREATION FACILITY

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

b. He/She is fully informed respecting the preparation and contents of the attached Request for Proposals, and of all pertinent circumstances respecting such Solicitation.

(This document must be executed by a Corporate Officer.)

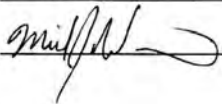
Such Proposal is genuine and is not a collusive or sham Proposal.

c. Neither the said Proposer 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 Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Solicitation and contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached Proposal or any other Proposer, or to fix any overhead, profit, or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City or any person interested in the proposed contract.

Name: Michael Winter

Title: President

Date: January 10, 2019

Signature: 

d. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.


Signature

Subscribed and sworn to (or affirmed) before me this 3rd day of January, 2019 by Michael Winter who is personally known to me or who has produced Drivers License as identification.

SEAL



Notary Signature: Elizabeth Thomas
Notary Name: Elizabeth Thomas
Notary Public (State): FL
My Commission No.: FF 908508
Expires on: 9-1-2019





PALM BEACH NORTH
ATHLETIC FOUNDATION

Creating a Lasting Legacy

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD TO LIGHT TO VIEW



FIRST REPUBLIC BANK

It's a privilege to serve you®
300 SOUTH US HIGHWAY 1
JUPITER, FL 33477

CASHIER'S CHECK

FDIC
INSURED

DATE

01/08/2019

158000258

158000258

AMOUNT

\$5,000.00

PAY THE SUM OF

FIVE THOUSAND and 00/100 DOLLARS

IMPORTANT NOTICE

NO REFUND OR REPLACEMENT FOR A LOST, STOLEN OR DESTROYED CASHIER'S CHECK CAN OCCUR UNTIL THE 90TH DAY FOLLOWING THE ISSUE DATE OF THE CHECK AND COMPLETION OF THE BANK'S DECLARATION OF LOSS FORM.

TO
THE
ORDER

CITY OF PALM BEACH GARDENS

VOID AFTER 90 DAYS

[Handwritten Signature]
2 SIGNATURES REQUIRED OVER \$1000.00

REF: RFP2018-050CS



Reserve Bank



City of Palm Beach Gardens
 10500 North Military Trail
 Palm Beach Gardens, FL 33410

**NEGOTIATION MEETING
 SIGN-IN SHEET**

DATE: JULY 23, 2019

SOLICITATION: RFP2018-050CS, DEVELOPMENT OF INDOOR RECREATIONAL FACILITY AT GARDENS NORTH COUNTY DISTRICT PARK

NAME	ORGANIZATION	TELEPHONE	EMAIL
Kyra RA	PBG, Purchasing	561-799-4197	KYRA@PBGFL.COM
JEFF CANTON	PBNAF	(571) 647-8020	jeff@campo/consulting.com
Brian Duncan	PBNAF	(571) 236-5234	briandunc@gmail.com
Charlotte Prescensky	PBG	561-804-7042	cprescensky@pbgtfl.com
Charlotte Pelton	PBNAF	561-329-3686	charlotte@charlottepelton.com
Alan Owens	PBG, Finance	" 799-4163	awens@pbgtfl.com
ioda Engle	PBG Engineering	561-804-7012	tengle@pbgtfl.com
Bob Hunter	PBC Parks and Rec	561-376-3208	rhunter@pbgov.org
Michael Winter	PBNAF	561-389-5809	michaelj.winter@yehoo.com
Brian Sumner	"	561-450-0621	bsumner@gnstev.com



City of Palm Beach Gardens
 10500 North Military Trail
 Palm Beach Gardens, FL 33410

**NEGOTIATION MEETING
 SIGN-IN SHEET**

DATE: MAY 17, 2019

SOLICITATION: RFP2018-050CS, DEVELOPMENT OF INDOOR RECREATIONAL FACILITY AT GARDENS NORTH COUNTY DISTRICT PARK

NAME	ORGANIZATION	TELEPHONE	EMAIL
Karl Ra	PBG, Purchasing	561.799.4197	karlra@pbgfl.com
Michael H C Presnasky	PBG Rec	561-804-7042	mpresnasky@pbgfl.com
Michael Winter	PBNAF	561-389-5809	michaeljwinter@yahoo.com
Jeff Campbell	PBNAF	(9) 647-8090	jeff@campolconsulting.com
Bob Hamilton	PBC Parks	561.376.7208	rh.hamilton@pbcgov.org
Charlotte Pelz	Charlotte PBNAF	561-329-3686	Charlotte@Charlotte
Todd Engle	PBG Engineer	561-804-7012	Tengle@pbgfl.com pelth.com
Genevieve Linky	PBCSC	561-233-3123	glinky@palmbeachsports.com
Brian Seymour	PBNAF		

Chad



NEGOTIATION TEAM MEETING

SIGN-IN SHEET

DATE: APRIL 16, 2019

SOLICITATION: RFP2018-050CS, DEVELOPMENT OF THE GARDENS NORTH COUNTY DISTRICT PARK INDOOR RECREATIONAL FACILITY

NAME	ORGANIZATION	TELEPHONE	EMAIL
Ku! RA	PBB, Purchasing	561-799-4197	kua@pbb.com
Charlotte Presensky	PBG Recreation Dept	561-804-7042	cpresensky@pbgfl.com
Bob Hamilton	PBC Parks and Rec	561-966-6651	rbh@pbcgov.org
George Linley	PBC Sports Commission	561-233-3123	glinley@palmbeachsports.com
Todd Engle	City Engineer	561-719-1318	tengle@pbgfl.com
Ailan Owens	Finance Administrator	799-4163	aowens@pbgfl.com



City of Palm Beach Gardens
10500 North Military Trail
Palm Beach Gardens, FL 33410

PUBLIC NOTICE – RECOMMENDATION TO AWARD

Date: March 20, 2019
Solicitation Number: RFP2018-050CS
Title: Development of The Gardens North County District Park Indoor Recreational Facility

Notice is hereby given that the City of Palm Beach Gardens has completed its evaluation of Proposals received for the above-mentioned Solicitation. The City Manager or designee has recommended award of the Agreement to the following Proposer:

Name of Proposer: Palm Beach North Athletic Foundation, Inc.
Selection Committee Ranking: 1st
Contract Term: To be negotiated
Estimated Project Cost: Forty Million Dollars (\$40,000,000)

Per:

Kim! Ra

CPPO, CPPB, CPSM, C.P.M., CAP-OM, CPCP, FCCM, PMP
Purchasing and Contracts Director

c: Patty Snider, CMC
City Clerk



City of Palm Beach Gardens
 10500 North Military Trail
 Palm Beach Gardens, FL 33410

PURCHASING DEPARTMENT

REQUEST FOR PROPOSALS TOTAL SCORES AND RANKING

RFP No.: RFP2018-050CS

RFP Title: Development of The Gardens North County District Park Indoor Recreational Facility

SELECTION COMMITTEE MEMBERS/EVALUATORS TOTAL SCORES

	PROPOSERS	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5	TOTAL	RANKING
1	Palm Beach North Athletic Foundation, Inc.	85	85	88	90	84	432	1
2								
3								

Selection Committee Members/Evaluators	Signatures	Date
Km! Ra, Purchasing and Contracts Director, Palm Beach Gardens (No vote)		3-18-2019
George Linley, Palm Beach County Sports Commission		3-19-19
Robert Hamilton, Palm Beach County, Parks and Recreation		3/18/19
Charlotte Presensky, Leisure Services Administrator, Palm Beach Gardens		3/18/19
Allan Owens, Finance Administrator, Palm Beach Gardens		3-19-19
Todd Engle, City Engineer, Palm Beach Gardens		3-19-19



PURCHASING DEPARTMENT

REQUEST FOR PROPOSALS EVALUATION SCORING WORKSHEET

RFP2018-050CS

DEVELOPMENT OF THE GARDENS NORTH COUNTY DISTRICT PARK INDOOR RECREATIONAL FACILITY

	EVALUATION CRITERIA	Organization, Structure, and Philosophy	References – Performance on comparable Projects – especially P3s	Adequacy and Qualifications of Project Team	Project Approach and Schedule for Development	Financial Status and Funding Source and Commitments	Overall Design and Mix of Programs and Amenities	Revenue Sharing Arrangement	TOTAL SCORE
PROPOSERS	<p style="text-align: center;">➔</p> <p>MAX SCORE PER EVALUATION CRITERIA</p>	10	10	10	10	10	30	20	100
	Palm Beach North Athletic Foundation, Inc.	10	7	10	7	5	26	20	85

George Linley
EVALUATOR'S NAME

[Signature]
SIGNATURE

3-18-19
DATE



PURCHASING DEPARTMENT

REQUEST FOR PROPOSALS EVALUATION SCORING WORKSHEET

RFP2018-050CS

DEVELOPMENT OF THE GARDENS NORTH COUNTY DISTRICT PARK INDOOR RECREATIONAL FACILITY

	EVALUATION CRITERIA	Organization, Structure, and Philosophy	References – Performance on comparable Projects – especially P3s	Adequacy and Qualifications of Project Team	Project Approach and Schedule for Development	Financial Status and Funding Source and Commitments	Overall Design and Mix of Programs and Amenities	Revenue Sharing Arrangement	TOTAL SCORE
PROPOSERS	<p style="text-align: center;">➔</p> <p>MAX SCORE PER EVALUATION CRITERIA</p>	10	10	10	10	10	30	20	100
	Palm Beach North Athletic Foundation, Inc.	10	8	9	8	8	27	15	85

B. Hamilton

EVALUATOR'S NAME

[Signature]

SIGNATURE

2/12/19

DATE




PURCHASING DEPARTMENT

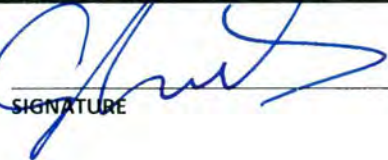
REQUEST FOR PROPOSALS EVALUATION SCORING WORKSHEET

RFP2018-050CS

DEVELOPMENT OF THE GARDENS NORTH COUNTY DISTRICT PARK INDOOR RECREATIONAL FACILITY

	EVALUATION CRITERIA	Organization, Structure, and Philosophy	References – Performance on comparable Projects – especially P3s	Adequacy and Qualifications of Project Team	Project Approach and Schedule for Development	Financial Status and Funding Source and Commitments	Overall Design and Mix of Programs and Amenities	Revenue Sharing Arrangement	TOTAL SCORE
PROPOSERS	MAX SCORE PER EVALUATION CRITERIA 	10	10	10	10	10	30	20	100
	Palm Beach North Athletic Foundation, Inc.	9	8	10	8	6	29	18	88

Charlotte Presensky
EVALUATOR'S NAME


SIGNATURE

3/18/19
DATE




PURCHASING DEPARTMENT

REQUEST FOR PROPOSALS EVALUATION SCORING WORKSHEET

RFP2018-050CS

DEVELOPMENT OF THE GARDENS NORTH COUNTY DISTRICT PARK INDOOR RECREATIONAL FACILITY

	EVALUATION CRITERIA	Organization, Structure, and Philosophy	References – Performance on comparable Projects – especially P3s	Adequacy and Qualifications of Project Team	Project Approach and Schedule for Development	Financial Status and Funding Source and Commitments	Overall Design and Mix of Programs and Amenities	Revenue Sharing Arrangement	TOTAL SCORE
PROPOSERS	MAX SCORE PER EVALUATION CRITERIA 	10	10	10	10	10	30	20	100
	Palm Beach North Athletic Foundation, Inc.	10	10	10	10	5	30	15	90

Allan Owens
EVALUATOR'S NAME

[Signature]
SIGNATURE

3/18/19
DATE

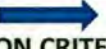


PURCHASING DEPARTMENT

REQUEST FOR PROPOSALS EVALUATION SCORING WORKSHEET

RFP2018-050CS

DEVELOPMENT OF THE GARDENS NORTH COUNTY DISTRICT PARK INDOOR RECREATIONAL FACILITY

	EVALUATION CRITERIA	Organization, Structure, and Philosophy	References – Performance on comparable Projects – especially P3s	Adequacy and Qualifications of Project Team	Project Approach and Schedule for Development	Financial Status and Funding Source and Commitments	Overall Design and Mix of Programs and Amenities	Revenue Sharing Arrangement	TOTAL SCORE
PROPOSERS	MAX SCORE PER EVALUATION CRITERIA 	10	10	10	10	10	30	20	100
	Palm Beach North Athletic Foundation, Inc.	9	8	9	8	7	27	15 16	84

TODD ENGLE
EVALUATOR'S NAME


SIGNATURE

3/18/2019
DATE



SELECTION COMMITTEE MEETING

SIGN-IN SHEET

DATE: MARCH 18, 2019

SOLICITATION: RFP2018-050CS, DEVELOPMENT OF THE GARDENS NORTH COUNTY DISTRICT PARK INDOOR RECREATIONAL FACILITY

NAME	ORGANIZATION	TELEPHONE	EMAIL
Kel! Ra	Purchasing, PBG	361.799.4197	kelra@pbgfl.com
Charlotte Pelton	Charlotte Pelton & Assoc.	561- 226 626-6557	charlotte@charlottepelton.com
Brian Duncan	Palm Beach North Architects	561-238-5234	brianduncan@gmail.com
Tabb Ormsby	WGI	561 713 1687	tabb.ormsby@wginco.com
NELO FREIJOMEL	SPA+P	561-471-8520	NELO@SPA-ARCH.COM
JEFF CAMPOL	CC GROUP	(954) 647-8090	jeff@empoleconsulting.com
MICHAEL A. CHIODINI	CHIODINI ARCHITECTS	(314) 725-5588	MCHIODINI@CHIODINI.COM
Michael Wilker	Otter Creek Interiors	561-389-5809	mike@otter-creek.com
Tyler Walling	Otter Creek	561 361-2457	tyler@otter-creek.com
Charlotte Presensky	PBG	607-226-2388	tpresensky@pbgfl.com
Bob Hamilton	PBC Park	561. 776. 3208	rbhilton@pbgov.org
Monette Preston	PBG	561.630.1100	mpreston@pbgfl.com

NAME	ORGANIZATION	TELEPHONE	EMAIL
Tim Fordy	PBG	561-630-1123	tforde@pbgfl.com
Alton Owens	" Fin.	799-4163	aowens@pbgfl.com
George Linley	PBCSC	561-233-3123	glinley@palmbeachsports.com
DANIEL PRIETO	PBG LEISURE SERVICES	561-630-1117	dprieto@pbgfl.com
Todd Engle	PBG Engineering	561-804-7012	tengle@pbgfl.com



SELECTION COMMITTEE MEETING

SIGN-IN SHEET

DATE: FEBRUARY 20, 2019

SOLICITATION: RFP2018-050CS, DEVELOPMENT OF THE GARDENS NORTH COUNTY DISTRICT PARK INDOOR RECREATIONAL FACILITY

NAME	ORGANIZATION	TELEPHONE	EMAIL
Ku! Ra	PBB, Purchasing	561-779-4477	ku!ra@pbbfl.com
Jeff Brophy	WGI	561-309-1525	jeff.brophy@wginc.com
Tabb Ormsby	WGI	561-713-1687	tabb.ormsby@wginc.com
STEPHEN STUFF	SBAP	561-471-8520	stuff@eta-arch.com
JEFF CAROL	CCGROUP	(954) 647-8010	jeff@campoleconsulting.com
Allan Owens	PBG, Finance	799-4463	owens@pbgfl.com
Marcie Tinsley	PBNAA	561-436-1438	marcie@clesw.com
Charlotte Presensky	PBG	561-804-7044	cpresensky@pbgfl.com
CHARLES BERTS	—	561-373-0029	CBERTS@ATT.NET
Bob Hamilton	PBC Parks	561-566-6681	rbhamilton@pbcgov.org
Todd Engle	P.B.G. Engineering	561-804-7012	tege@pbgfl.com
Michael Winter	Palm Beach North Athletic Foundation	561-389-5809	mike@otter-creek.com
Carl Kreidler		561 626 1554	carlkreidler@aol.com



City of Palm Beach Gardens
10500 North Military Trail
Palm Beach Gardens, FL 33410

PUBLIC NOTICE - SELECTION COMMITTEE MEETING (2ND)

Date: January 30, 2019

Solicitation No.: RFP2018-050CS

Title: Development of The Gardens North County District Park Indoor Recreational Facility

Pursuant to Florida Statutes 286.011, the City of Palm Beach Gardens gives public notice that a meeting of the Selection Committee Members for the above-referenced RFP will be held as follows:

Wednesday, February 20, 2019
2:00PM
City Hall
Council Chambers
10500 N Military Trail
Palm Beach Gardens, FL 33410

As required by Florida Statutes, a recording of the meeting will be created and made available to anyone requesting a copy through the Office of the City Clerk.

Per:

Kim! Ra, CPPO, CPPB, CPSM, C.P.M., CAP-OM, CPCP, FCCM, PMP
Purchasing and Contracts Director

c: Patty Snider, CMC
City Clerk



City of Palm Beach Gardens
10500 North Military Trail
Palm Beach Gardens, FL 33410

PUBLIC NOTICE - SELECTION COMMITTEE MEETING (KICK-OFF)

Date: January 18, 2019
Solicitation No.: RFP2018-050CS
Title: Development of The Gardens North County District Park Indoor Recreational Facility

Pursuant to Florida Statutes 286.011, the City of Palm Beach Gardens gives public notice that a meeting of the Selection Committee Members for the above-referenced RFP will be held as follows:

Wednesday, January 30, 2019
2:00PM
City Hall
Council Chambers
10500 N Military Trail
Palm Beach Gardens, FL 33410

As required by Florida Statutes, a recording of the meeting will be created and made available to anyone requesting a copy through the Office of the City Clerk.

Per:

Kim! Ra, CPPO, CPPB, CPSM, C.P.M., CAP-OM, CPCP, FCCM, PMP
Purchasing and Contracts Director

c: Patty Snider, CMC
City Clerk



**SELECTION COMMITTEE MEETING
(Kick-Off)**

SIGN-IN SHEET

DATE: JANUARY 30, 2019

SOLICITATION: RFP2018-050CS, DEVELOPMENT OF THE GARDENS NORTH COUNTY DISTRICT PARK INDOOR RECREATIONAL FACILITY

NAME	ORGANIZATION	TELEPHONE	EMAIL
Ku! Ra	PBG, Purchasing	561-779-4197	KMMA@PBGFL.COM
Doug Brown	CSA	314-308-6819	dougbl19@aol.com
Charlotte Presensky	PBG Recreation Dept	561-804-7042	cpresensky@pbgfl.com
Bob Hamilton	PBC Parks and Rec	561-376-7208	rbh.hamilton@pbcgov.org
Allan Owens	PBG, Finance	581-799-4163	awowens@pbgfl.com
JEFF CAMPOL	CC GROUP	(954) 647-8090	Jeff@compolconsultinggroup.com
Michael Wiertel	PB North Athletic Foundation	(561) 389-5809	mike@otter-creek.com
Bob Prie	PBF Exec.	315 323 1262	bprie1422@gmail.com
Mike Smith	Juticare	561-301-2455	Mike@juticare.com
Tabb Ormsby	WGI	561 713 1687	tabb.ormsby@wgiinc.com
STEPHEN STAUFF	STEPHEN STAUFF ARCHITECTS	561-471-8520	stauffa@sta-arch.com
Todd Engle	PBG Engineering	561-804-7012	tengle@pbgfl.com
George Linley	PBC Sports Commission	561-233-3123	glinley@palmbeachsports.com
Sarah Wiertel		561-373-0029	CBORDES@ATT.NET



CITY OF PALM BEACH GARDENS, FLORIDA

EVALUATOR'S STATEMENT OF INDEPENDENCE AND NON-CONFLICT OF INTEREST

SOLICITATION NUMBER: RFP2018-050CS

PROJECT TITLE: DEVELOPMENT OF THE GARDENS NORTH COUNTY DISTRICT PARK
INDOOR RECREATIONAL FACILITY

I, **ROBERT HAMILTON**, a Selection Committee Member for **SOLICITATION NO. RFP2018-050CS**, do hereby attest and certify that, to the best of my knowledge, I do not have a conflict of interest* as a result of any personal, financial, or other interest on my part or that of any member of my immediate family, or of my partner(s). Further, I certify that I am not employed by nor do I have any arrangement for future employment with any vendor, proposer, or organization under consideration, nor will I solicit or accept gratuities, favors, or anything of monetary value from any company or organization associated with this Solicitation.

I will independently score each proposal and have no communication or contact with any proposers regarding the proposals.

I agree to evaluate the proposals in an unbiased, fair, and equitable manner, and am not unfairly prejudiced in regard to any of the proposals.

Robert Hamilton

Selection Committee Member Name (print)

R.H.

Selection Committee Member Signature

1/20/2019

Date

*A conflict of interest is defined as a situation in which a Selection Committee Member has, or appears to have, a financial relationship with a responding proposer, or has a family relationship with any responding proposer.

A financial relationship includes involvement of the Selection Committee Member and the proposer in a current partnership, joint venture, company, or corporation, and any other relationship that could make it appear that the Member would obtain a monetary benefit if a favorable evaluation was given.



CITY OF PALM BEACH GARDENS, FLORIDA

EVALUATOR'S STATEMENT OF INDEPENDENCE AND NON-CONFLICT OF INTEREST

SOLICITATION NUMBER: RFP2018-050CS

PROJECT TITLE: DEVELOPMENT OF THE GARDENS NORTH COUNTY DISTRICT PARK
INDOOR RECREATIONAL FACILITY

I, **GEORGE LINLEY**, a Selection Committee Member for **SOLICITATION NO. RFP2018-050CS**, do hereby attest and certify that, to the best of my knowledge, I do not have a conflict of interest* as a result of any personal, financial, or other interest on my part or that of any member of my immediate family, or of my partner(s). Further, I certify that I am not employed by nor do I have any arrangement for future employment with any vendor, proposer, or organization under consideration, nor will I solicit or accept gratuities, favors, or anything of monetary value from any company or organization associated with this Solicitation.

I will independently score each proposal and have no communication or contact with any proposers regarding the proposals.

I agree to evaluate the proposals in an unbiased, fair, and equitable manner, and am not unfairly prejudiced in regard to any of the proposals.

George Linley
Selection Committee Member Name (print)

George Linley
Selection Committee Member Signature

1-30-19
Date

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A financial relationship includes involvement of the Selection Committee Member and the proposer in a current partnership, joint venture, company, or corporation, and any other relationship that could make it appear that the Member would obtain a monetary benefit if a favorable evaluation was given.



CITY OF PALM BEACH GARDENS, FLORIDA

EVALUATOR'S STATEMENT OF INDEPENDENCE AND NON-CONFLICT OF INTEREST

SOLICITATION NUMBER: RFP2018-050CS

PROJECT TITLE: DEVELOPMENT OF THE GARDENS NORTH COUNTY DISTRICT PARK
INDOOR RECREATIONAL FACILITY

I, **ALLAN OWENS**, a Selection Committee Member for **SOLICITATION NO. RFP2018-050CS**, do hereby attest and certify that, to the best of my knowledge, I do not have a conflict of interest* as a result of any personal, financial, or other interest on my part or that of any member of my immediate family, or of my partner(s). Further, I certify that I am not employed by nor do I have any arrangement for future employment with any vendor, proposer, or organization under consideration, nor will I solicit or accept gratuities, favors, or anything of monetary value from any company or organization associated with this Solicitation.

I will independently score each proposal and have no communication or contact with any proposers regarding the proposals.

I agree to evaluate the proposals in an unbiased, fair, and equitable manner, and am not unfairly prejudiced in regard to any of the proposals.

Allan Owens
Selection Committee Member Name (print)

[Signature]
Selection Committee Member Signature

1/30/19
Date

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A financial relationship includes involvement of the Selection Committee Member and the proposer in a current partnership, joint venture, company, or corporation, and any other relationship that could make it appear that the Member would obtain a monetary benefit if a favorable evaluation was given.



CITY OF PALM BEACH GARDENS, FLORIDA

EVALUATOR'S STATEMENT OF INDEPENDENCE AND NON-CONFLICT OF INTEREST

SOLICITATION NUMBER: RFP2018-050CS

PROJECT TITLE: DEVELOPMENT OF THE GARDENS NORTH COUNTY DISTRICT PARK
INDOOR RECREATIONAL FACILITY

I, **CHARLOTTE PRESENSKY**, a Selection Committee Member for **SOLICITATION NO. RFP2018-050CS**, do hereby attest and certify that, to the best of my knowledge, I do not have a conflict of interest* as a result of any personal, financial, or other interest on my part or that of any member of my immediate family, or of my partner(s). Further, I certify that I am not employed by nor do I have any arrangement for future employment with any vendor, proposer, or organization under consideration, nor will I solicit or accept gratuities, favors, or anything of monetary value from any company or organization associated with this Solicitation.

I will independently score each proposal and have no communication or contact with any proposers regarding the proposals.

I agree to evaluate the proposals in an unbiased, fair, and equitable manner, and am not unfairly prejudiced in regard to any of the proposals.

Charlotte Presensky
Selection Committee Member Name (print)

[Signature]
Selection Committee Member Signature

11/30/2019
Date

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A financial relationship includes involvement of the Selection Committee Member and the proposer in a current partnership, joint venture, company, or corporation, and any other relationship that could make it appear that the Member would obtain a monetary benefit if a favorable evaluation was given.



CITY OF PALM BEACH GARDENS, FLORIDA

EVALUATOR'S STATEMENT OF INDEPENDENCE AND NON-CONFLICT OF INTEREST

SOLICITATION NUMBER: RFP2018-050CS

PROJECT TITLE: DEVELOPMENT OF THE GARDENS NORTH COUNTY DISTRICT PARK
INDOOR RECREATIONAL FACILITY

I, **TODD ENGLE**, a Selection Committee Member for **SOLICITATION NO. RFP2018-050CS**, do hereby attest and certify that, to the best of my knowledge, I do not have a conflict of interest* as a result of any personal, financial, or other interest on my part or that of any member of my immediate family, or of my partner(s). Further, I certify that I am not employed by nor do I have any arrangement for future employment with any vendor, proposer, or organization under consideration, nor will I solicit or accept gratuities, favors, or anything of monetary value from any company or organization associated with this Solicitation.

I will independently score each proposal and have no communication or contact with any proposers regarding the proposals.

I agree to evaluate the proposals in an unbiased, fair, and equitable manner, and am not unfairly prejudiced in regard to any of the proposals.

Todd Engle
Selection Committee Member Name (print)

[Handwritten Signature]
Selection Committee Member Signature

11/30/2019
Date

*A conflict of interest is defined as a situation in which a Selection Committee Member has, or appears to have, a financial relationship with a responding proposer, or has a family relationship with any responding proposer.

A financial relationship includes involvement of the Selection Committee Member and the proposer in a current partnership, joint venture, company, or corporation, and any other relationship that could make it appear that the Member would obtain a monetary benefit if a favorable evaluation was given.



CITY OF PALM BEACH GARDENS

PURCHASING DEPARTMENT

SOLICITATION ADDENDUM

Addendum No. 3

DATE: December 6, 2018

TO: All Potential Proposers
SOLICITATION NO.: RFP2018-050CS
TITLE: Development of The Gardens North County District Park Indoor Recreational Facility
DUE DATE: Friday, December 28, 2018 @ 3:00PM
NEW DUE DATE: Friday, January 11, 2019 @ 3:00PM

This Addendum is and does become a part of the above-mentioned Solicitation.

The following question was received from a prospective proposer, and the response is provided as shown.

Question: Would you grant an extension to the Due Date for proposals?

Response: *The Due Date for Proposals has been extended to Friday, January 11, 2019 at 3:00PM.*

All other terms, covenants and conditions of the subject solicitation and any addenda issued thereto shall apply, except to the extent herein amended.

Km! Ra

CPPO, CPPB, CPSM, C.P.M., CAP-OM, CPCP, FCCM, PMP
Purchasing and Contracts Director



CITY OF PALM BEACH GARDENS

PURCHASING DEPARTMENT

SOLICITATION ADDENDUM

Addendum No. 2

DATE: November 6, 2018

TO: All Potential Proposers
SOLICITATION NO.: RFP2018-050CS
TITLE: Development of The Gardens North County District Park Indoor Recreational Facility
DUE DATE: Friday, December 28, 2018 @ 3:00PM

This Addendum is and does become a part of the above-mentioned Solicitation.

The following question was received from a prospective proposer, and the response is provided as shown.

Question: We're looking for clarification between the RFP and the information provided during the pre-submittal conference on October 19th. Per the RFP Section 5.2, specific qualification information for the building contractor (including history and experience) are required in the RFP response. However, our understanding from the pre-submittal meeting was that the contractor could be selected after the RFP had been won and the facility was closer to construction. Please clarify the difference between the Section 5.2 requirement to submit "specifics about the history and experience of the contractor constructing the building" and the information provided during the pre-submittal meeting. How would you like this to be addressed in the RFP?

Response: *At the Pre-Proposal Conference it was clearly stated that any information or clarification provided at the Conference cannot change anything in the Request for Proposals, unless that information was provided in a subsequently written Addendum. The requirements of Section 5.2 were not changed in Addendum 1, issued on October 22. If proposers do not have the information requested, they should state so in their proposal response, explaining that the contractor has not yet been chosen or identified.*

All other terms, covenants and conditions of the subject solicitation and any addenda issued thereto shall apply, except to the extent herein amended.

Km! Ra

CPPO, CPPB, CPSM, C.P.M., CAP-OM, CPCP, FCCM, PMP
Purchasing and Contracts Director



CITY OF PALM BEACH GARDENS

PURCHASING DEPARTMENT

SOLICITATION ADDENDUM

Addendum No. 1

DATE: October 22, 2018

TO: All Potential Proposers
SOLICITATION NO.: RFP2018-050CS
TITLE: Development of The Gardens North County District Park Indoor Recreational Facility
DUE DATE: Friday, December 28, 2018 @ 3:00PM

This Addendum is and does become a part of the above-mentioned Solicitation.

Subsequent to the Pre-Proposal Conference & Information Session held on October 19, 2018, the following additional information and clarifications are provided.

1. Attached is a copy of the Pre-Proposal Conference Sign-In Sheet.
2. Question: Was a Traffic Study done for the District Park?
Response: *A traffic study was done for the road modifications to the adjoining Shady Lakes Drive. Please see attached.*
3. The Proposer shall provide parking for the proposed recreational facility on site, to accommodate the estimated amount of patrons and visitors who will use that facility. Parking in other areas of the District Park should only be used for spillover parking.
4. Attached are copies of the presentations that were shown at the Pre-Proposal Conference.

All other terms, covenants and conditions of the subject solicitation and any addenda issued thereto shall apply, except to the extent herein amended.

Km! Ra

CPPO, CPPB, CPSM, C.P.M., CAP-OM, CPCP, FCCM, PMP
Purchasing and Contracts Director

Attachments



PALM BEACH
Gardens

Pre-Proposal
Conference
Indoor
Recreation
Facility

Recreation Service Analysis:

An opportunity exists with the last phase of the Gardens District Park for a unique, specialized community facility, or significant field-house type of facility. This facility should complement the current and future planned City operated facilities and be unique in nature as to what it offers the community.

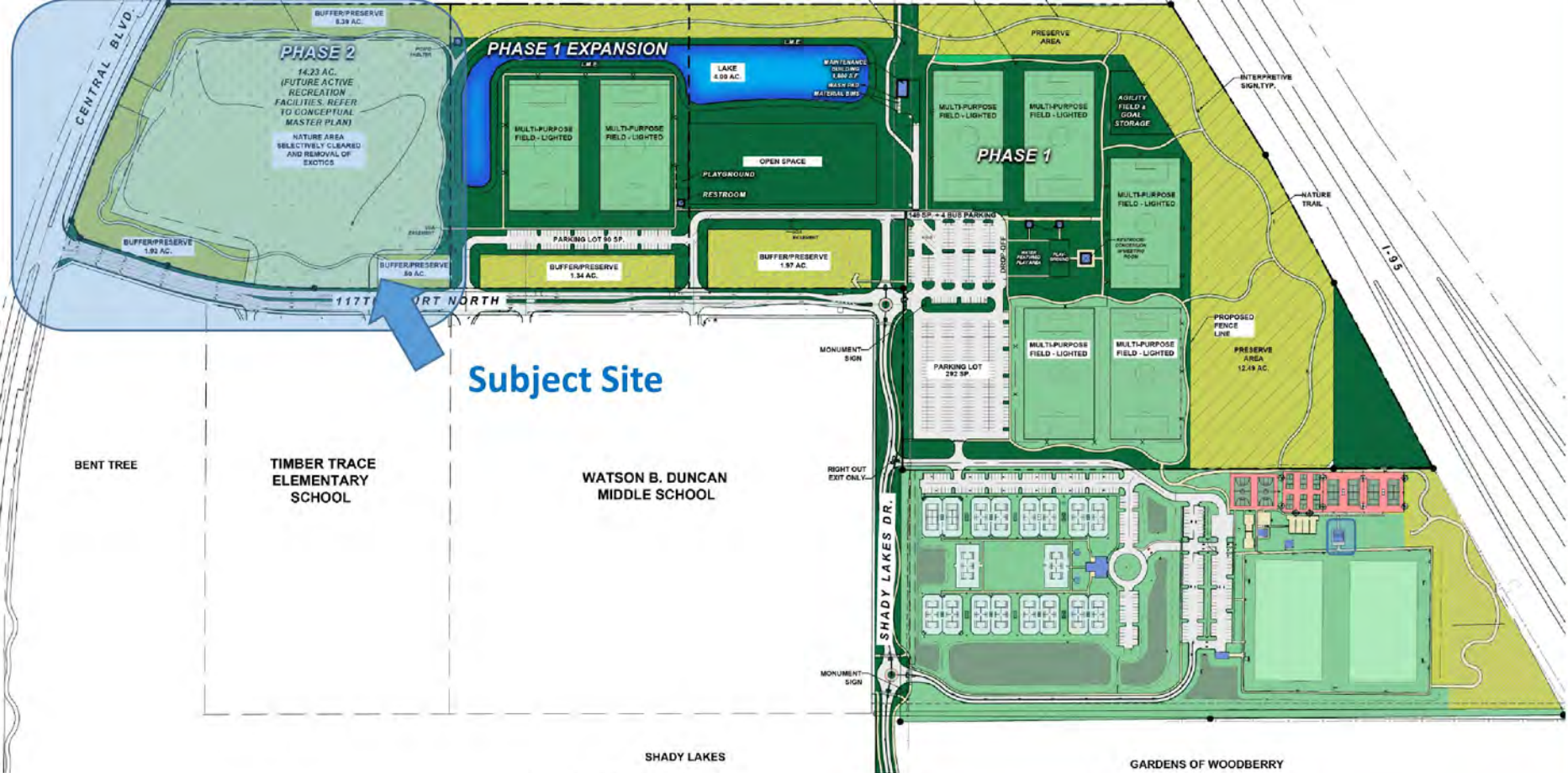
Gardens NC District Park Advisory Committee

Feedback Summary:

Sports Plex Multi-Use Court Facility

Wellness Tournament Host Site

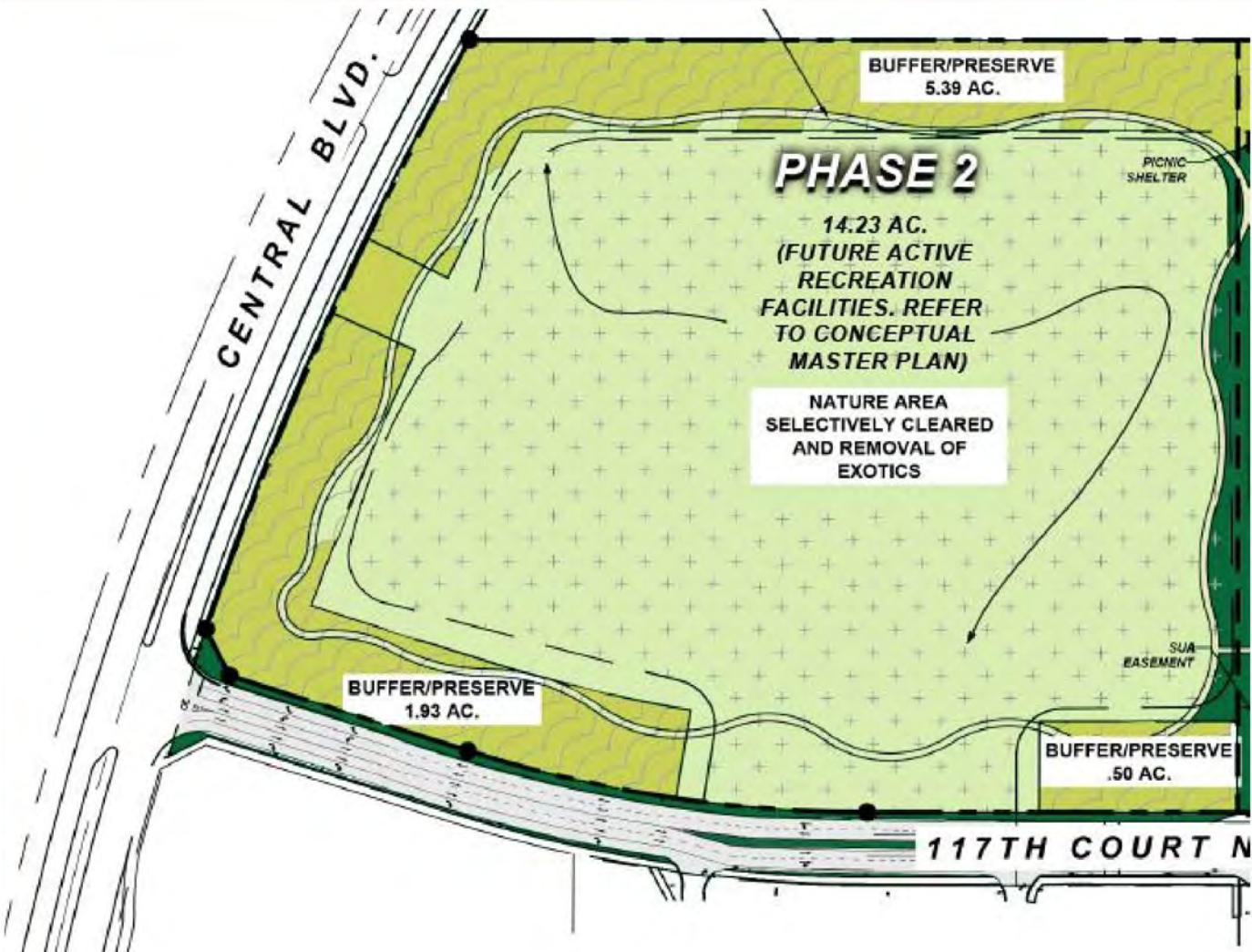
Classrooms Mat Sport Venue



PARKING SHOWN:
PAVED PARKING

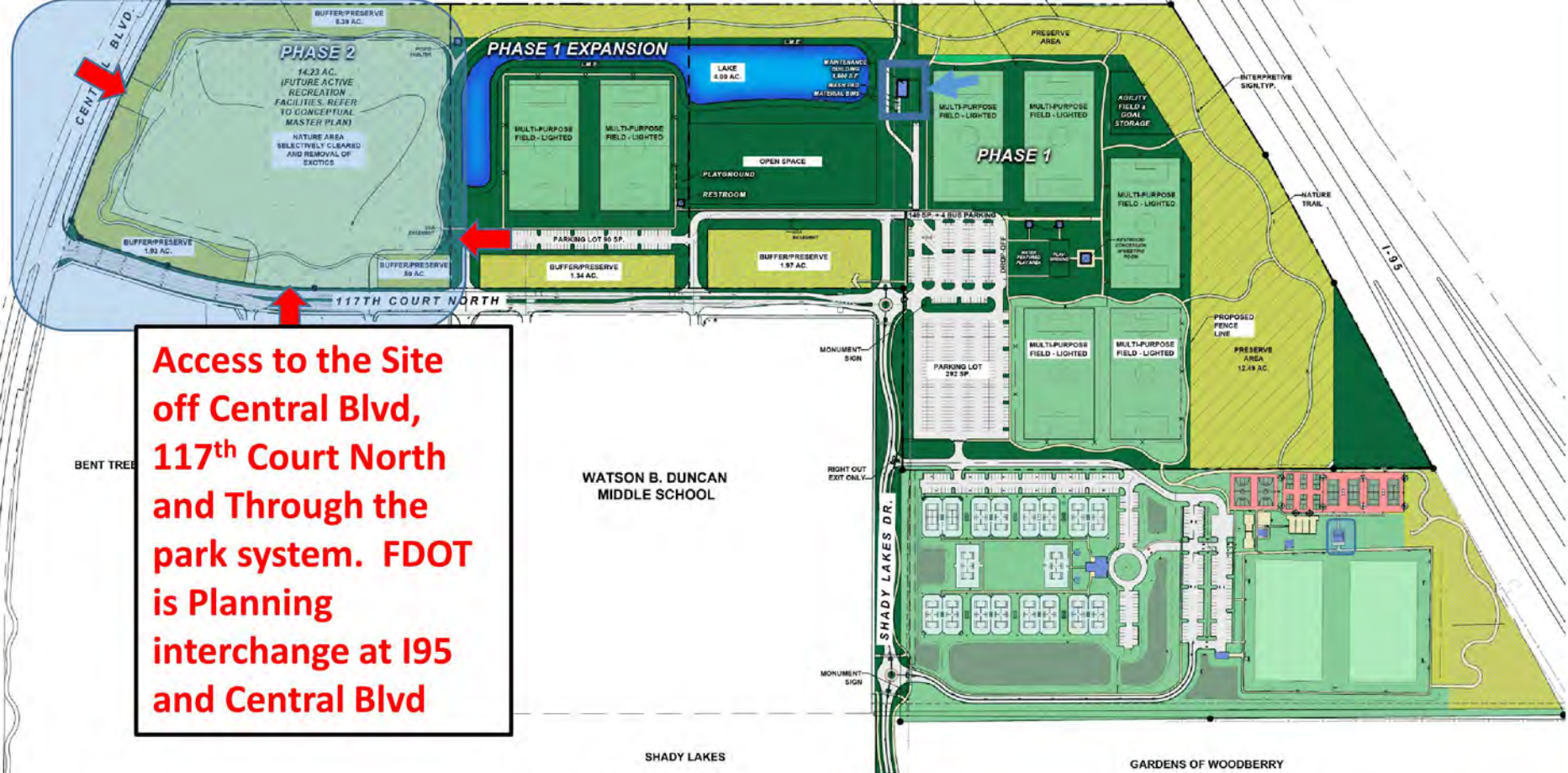
PH1: 441 STANDARD SPACES + 4 BUS SPACES and DROP-OFF
PH1. EXPANSION: 90 STANDARD SPACES

PRESERVE = 12.49 AC.
BUFFER / PRESERVE = 11.13 AC.



Developable Area is 14.23 +- Acres
Acre could be increased by adjusting Buffer/Preserve areas

**Access to the Site
off Central Blvd,
117th Court North
and Through the
park system. FDOT
is Planning
interchange at I95
and Central Blvd**



PARKING SHOWN:
PAVED PARKING

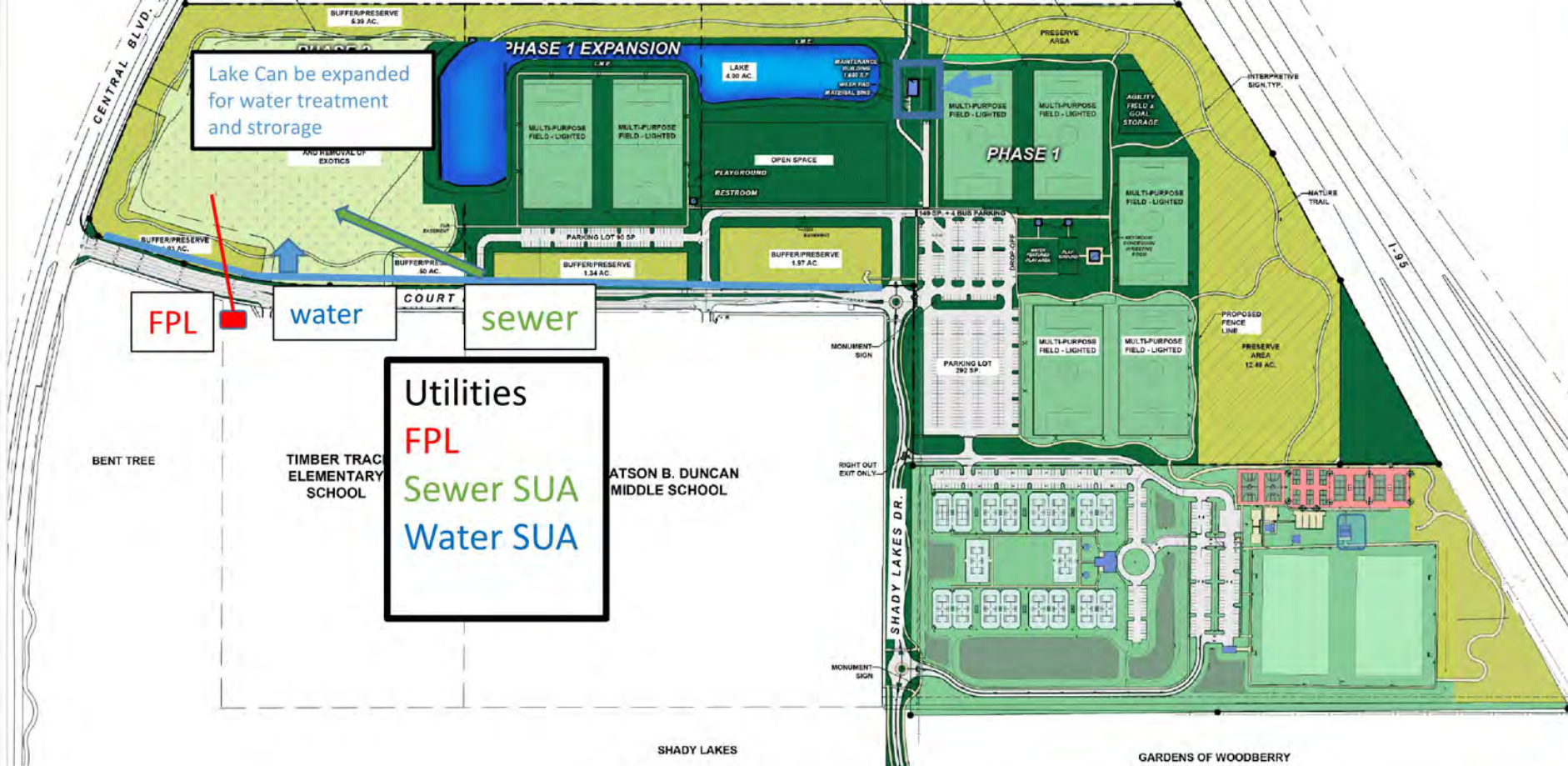
PH1: 441 STANDARD SPACES + 4 BUS SPACES and DROP-OFF
PH1. EXPANSION: 90 STANDARD SPACES

PRESERVE = 12.49 AC.
BUFFER / PRESERVE = 11.13 AC.

**Future
I-95/Central Blvd Interchange**

Site





Lake Can be expanded for water treatment and storage

FPL

water

sewer

Utilities
 FPL
 Sewer SUA
 Water SUA

PARKING SHOWN:
 PAVED PARKING

PH1: 441 STANDARD SPACES + 4 BUS SPACES and DROP-OFF
 PH1. EXPANSION: 90 STANDARD SPACES

PRESERVE = 12.49 AC.
 BUFFER / PRESERVE = 11.13 AC.





September 9, 2015
Revised December 23, 2015

2005 Vista Parkway, Suite 111
West Palm Beach, FL 33411-6700
(561) 296-9698 Fax (561) 684-6336
Certificate of Authorization Number: 7989

Ms. Natalie Crowley, AICP
Director of Planning and Zoning
City of Palm Beach Gardens
10500 North Military Trail
Palm Beach Gardens, FL 33410

Re: Palm Beach Gardens Tennis Center / Regional Park - #PTC14-002Q

Dear Ms. Crowley:

The purpose of this letter is to present a traffic analysis for the proposed expansion to the City Tennis Center and the construction of a new Regional Park in the City of Palm Beach Gardens. The site is located in the northeast quadrant of PGA Boulevard and Central Boulevard, with proposed access from 117th Court North. The roadway links of Shady Lakes Drive and 117th Court North and the adjacent intersections were examined for this preliminary analysis. A buildout year of 2020 was analyzed for Scenario 1 and a buildout year of 2030 was examined for Scenarios 2, 3 and 4. The proposed scenarios are as follows:

- Existing Conditions – Year 2015 – no project.
- Scenario 1 – Year 2020 – Additional 5 tennis courts.
- Scenario 2 - Year 2030 – Additional 5 tennis courts and 2 soccer fields.
- Scenario 3 - Year 2030 – Additional 5 tennis courts, 2 soccer fields, and an 81.8 acre City Park.
- Scenario 4 – Year 2030 – Additional 5 tennis courts, 2 soccer fields, and an 81.8 acre City Park with Shady Lakes Drive extended north to 117th Court.

The daily, AM and PM peak hour trip generation for the proposed project is provided on Exhibits 2, 3 and 4 for the three proposed land use Scenarios. Scenario 3 and Scenario 4 analyzed the same land use scenarios, with the difference being the extension of Shady Lakes Drive to 117th Court.

The estimated project traffic distribution was based on a review of land use patterns and existing travel patterns and is shown on Exhibit 4 for Scenarios 1, 2, and 3. Exhibit 5A provides the project traffic distribution for Scenario 4. Exhibit 5B provides the background traffic redistribution for Scenario 4 due to the extension of Shady Lakes Drive.

In the projection of future traffic volumes, existing (2015) traffic counts, committed development and historic growth data were reviewed. Count data is provided in Appendix A. The County's TPS Database was utilized in the determination of committed development traffic. Committed development data is provided in Appendix B. Exhibit 6A provides the roadway link capacity analysis for the local roads for the current year 2015. Exhibits 6B, 6C, 6D, and 6E provide the roadway link capacity analysis for the Scenarios 1, 2, 3, and 4, respectively. The results indicate that all scenarios meet the roadway level of service standards.



Ms. Natalie Crowley, AICP
Re: Palm Beach Gardens Tennis Center- #PTC14-002Q
December 23, 2015
Page 2

The intersections of PGA Boulevard / Shady Lakes Boulevard and 117th Court North / Central Boulevard were also analyzed. The intersections were analyzed for existing conditions, Scenario 1, Scenario 3 and Scenario 4. No intersection analysis was provided for Scenario 2 because the trip generation was almost equivalent to Scenario 3. The HCS Operational Analyses results are provided on Exhibit 7. The intersection of 117th Court North/ Central Boulevard does not meet the operational standard in Scenarios 1, 3 and 4 in the AM peak hour and in Scenarios 3 and 4 in the PM peak hour. Without the extension of Shady Lakes Boulevard, suggested improvements are a second westbound left turn lane and a second southbound left turn lane. With the extension of Shady Lakes Boulevard to 117th Court North, a second southbound left turn lane at the intersection is a suggested improvement in order to meet the standards. The intersection of PGA Boulevard / Shady Lakes Drive meets the operational level of service standard in Scenarios 1 and 3 with the existing intersection geometry. However, in Scenario 4, with the extension of Shady Lakes Drive north to 117th Court North, a second southbound left turn lane is a suggested improvement in order to meet the standards. If right-of-way is not available, restriping the existing two southbound lanes to a left turn lane and a shared left/thru/right turn lane is another option.

In summary, our preliminary traffic analysis shows that the roadway links are projected to meet level of service standards for all scenarios as two-lane facilities. With the extension of Shady Lakes Boulevard to 117th Court North, the intersections are projected to meet level of service standards with suggested improvements to the intersections. Additionally, the extension of Shady Lakes Drive will provide a second access point to the schools and better access to these recreational facilities.

Please be aware that background traffic (historic growth and committed development), based on the PBC TPS Database, is a dynamic part of this analysis. The PBC Traffic Division continues to update the TPS Database on a daily basis as projects are approved in the area. Therefore, the results of this analysis can vary as the background traffic is updated. Other factors that can change the outcome of this analysis are modifications to the trip generation methodology, project traffic distribution, service volume adjustments and changes to the development plan.

If you have any questions, do not hesitate to contact this office.

Sincerely,



Rebecca J. Mulcahy, P.E.
Vice President

Attachments

EXHIBITS

Exhibit 1
City of Palm Beach Gardens Tennis/Park - Scenario 1
Trip Generation

Daily

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	Total Trips		Internal Trips		External Trips		Pass-by Trips (1)		New Trips	
Tennis Courts	490	5 Courts	31.04 / Court		155	-			155	-	0%		155
TOTAL					155	-	0.0%		155	-			155

AM Peak Hour

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	Total Trips			Internal Trips		External Trips			Pass-by Trips (1)		New Trips		
				In	Out	Trips			In	Out	Trips			In	Out	Trips
Tennis Courts	490	5 Courts	1.67 / Court (50/50)	4	4	8	-		4	4	8	-	0%	4	4	8
TOTAL				4	4	8	-	0.0%	4	4	8	-		4	4	8

PM Peak Hour

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	Total Trips			Internal Trips		External Trips			Pass-by Trips (1)		New Trips		
				In	Out	Trips			In	Out	Trips			In	Out	Trips
Tennis Courts	490	5 Courts	3.88 / Court (50/50)	10	9	19	-		10	9	19	-	0%	10	9	19
TOTAL				10	9	19	-	0.0%	10	9	19	-		10	9	19

(1) Source: Palm Beach County and Institute of Transportation Engineers (ITE), Trip Generation, 9th Edition.

Exhibit 2
City of Palm Beach Gardens Tennis/Park - Scenario 2
Trip Generation

Daily

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	Total Trips		Internal Trips	External Trips		Pass-by Trips (1)	New Trips	
Tennis Courts	490	5 Courts	31.04 / Court		155	-		155	-	0%	155
Soccer Complex	488	2 Fields	71.33 /Field		143	-		143	-	0%	143
TOTAL					298	-	0.0%	298	-		298

AM Peak Hour

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	Total Trips			Internal Trips	External Trips			Pass-by Trips (1)	New Trips			
				In	Out	Trips		In	Out	Trips		In	Out	Trips	
Tennis Courts	490	5 Courts	1.67 / Court (50/50)	4	4	8	-	4	4	8	-	0%	4	4	8
Soccer Complex	488	2 Fields	1.12 /Field (57/43)	1	1	2	-	1	1	2	-	0%	1	1	2
TOTAL				5	5	10	-	5	5	10	-		5	5	10

PM Peak Hour

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	Total Trips			Internal Trips	External Trips			Pass-by Trips (1)	New Trips			
				In	Out	Trips		In	Out	Trips		In	Out	Trips	
Tennis Courts	490	5 Courts	3.88 / Court (50/50)	10	9	19	-	10	9	19	-	0%	10	9	19
Soccer Complex	488	2 Fields	17.7 /Field (67/33)	23	12	35	-	23	12	35	-	0%	23	12	35
TOTAL				33	21	54	-	33	21	54	-		33	21	54

(1) Source: Palm Beach County and Institute of Transportation Engineers (ITE), Trip Generation, 9th Edition.

Exhibit 3
City of Palm Beach Gardens Tennis/Park - Scenarios 3 & 4
Trip Generation

Daily

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	Total Trips		Internal Trips	External Trips		Pass-by Trips (1)		New Trips	
Tennis Courts	490	5 Courts	31.04 / Court		155	-		155	-	0%		155
Soccer Complex	488	2 Fields	71.33 /Field		143	-		143	-	0%		143
County Park	412	81.8 Acres	2.28 /Acre		187	-		187	-	0%		187
TOTAL					485	-	0.0%	485	-			485

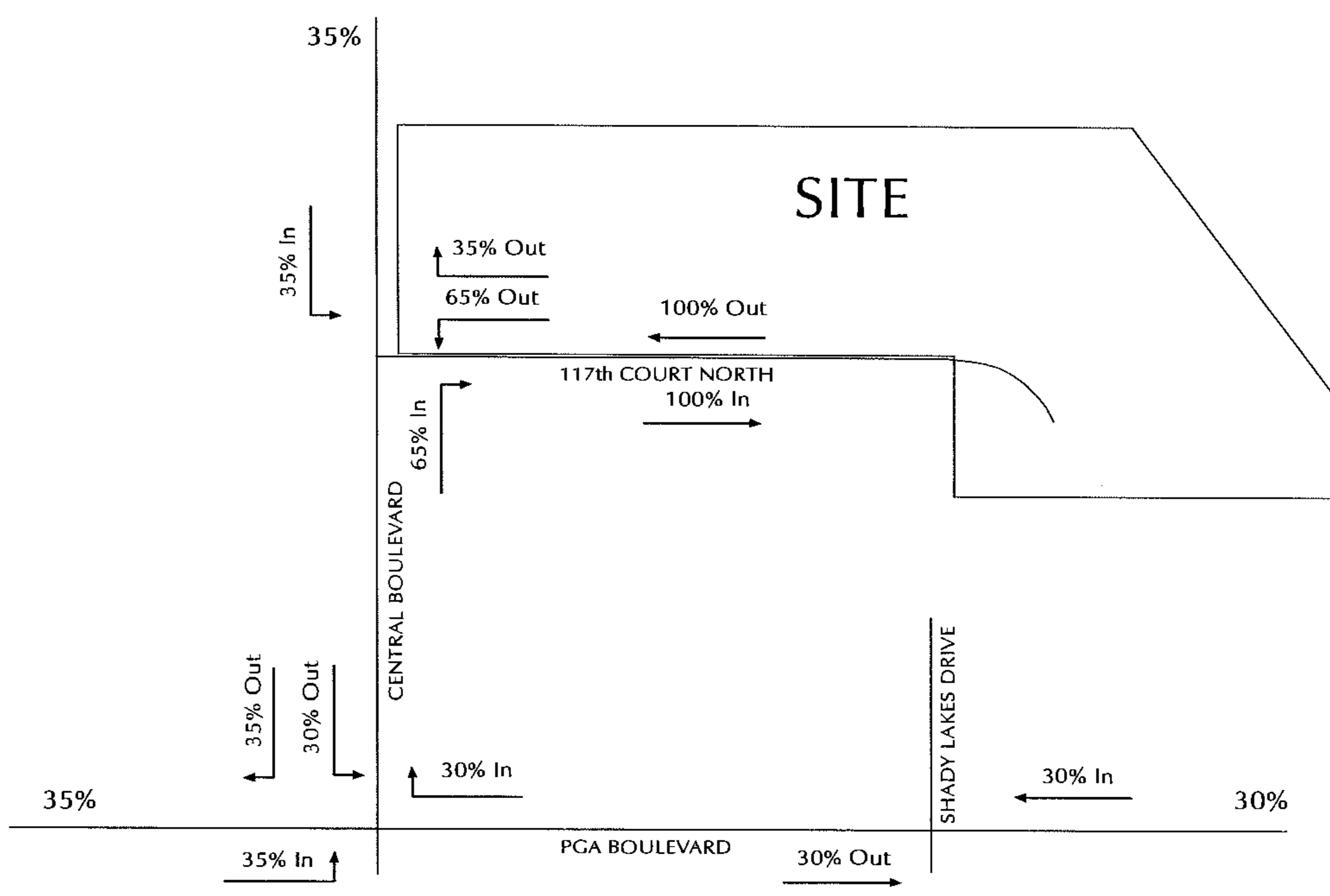
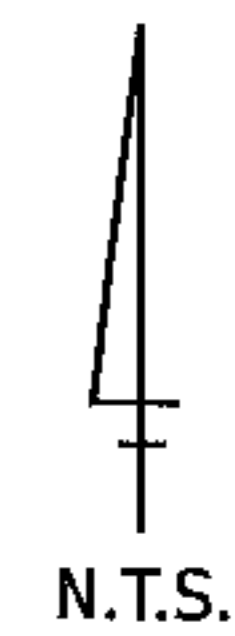
AM Peak Hour

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	Total Trips			Internal Trips	External Trips			Pass-by Trips (1)		New Trips			
				In	Out	Trips		In	Out	Trips			In	Out	Trips	
Tennis Courts	490	5 Courts	1.67 / Court (50/50)	4	4	8	-		4	4	8	-	0%	4	4	8
Soccer Complex	488	2 Fields	1.12 /Field (57/43)	1	1	2	-		1	1	2	-	0%	1	1	2
County Park	412	81.8 Acres	0.02 /Acres (61/39)	1	1	2	-		1	1	2	-	0%	1	1	2
TOTAL				6	6	12	-	0.0%	6	6	12	-		6	6	12

PM Peak Hour

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	Total Trips			Internal Trips	External Trips			Pass-by Trips (1)		New Trips			
				In	Out	Trips		In	Out	Trips			In	Out	Trips	
Tennis Courts	490	5 Courts	3.88 / Court (50/50)	10	9	19	-		10	9	19	-	0%	10	9	19
Soccer Complex	488	2 Fields	17.7 /Field (67/33)	23	12	35	-		23	12	35	-	0%	23	12	35
County Park	412	81.8 Acres	0.09 /Acre (61/39)	4	3	7	-		4	3	7	-	0%	4	3	7
TOTAL				37	24	61	-	0.0%	37	24	61	-		37	24	61

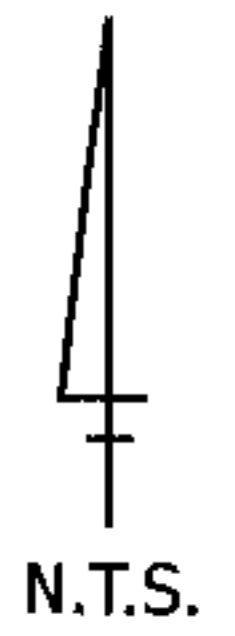
(1) Source: Palm Beach County and Institute of Transportation Engineers (ITE), Trip Generation, 9th Edition.



PBG TENNIS CENTER /
REGIONAL PARK

EXHIBIT 4
PROJECT TRAFFIC DISTRIBUTION
(SCENARIOS 1, 2 & 3)

14-002Q
12/22/15
PTC



PBG TENNIS CENTER/
REGIONAL PARK

EXHIBIT 5A
PROJECT TRAFFIC DISTRIBUTION
(SCENARIO 4)

14-002Q
12/22/15
PTC



PBG TENNIS CENTER/
REGIONAL PARK

EXHIBIT 5B
BACKGROUND TRAFFIC REDISTRIBUTION
(SCENARIO 4)

14-002Q
12/22/15
PTC

Exhibit 6A
City of Palm Beach Gardens Tennis Center/Regional Park - Existing
Test 1 Link Analysis

Roadway	Link	Dir	AM PEAK HOUR		
			Existing (2015) (1)	Service Volume	Meets Std?
<u>Local Roads</u>					
117th Court N (2)	Central Blvd to Eastern Terminus	EB	718	880	Yes
	Central Blvd to Eastern Terminus	WB	603	880	Yes
Shady Lakes Dr (3)	PGA Blvd to Northern Terminus	NB	27	880	Yes
	PGA Blvd to Northern Terminus	SB	64	880	Yes

Roadway	Link	Dir	PM PEAK HOUR		
			Existing (2015) (1)	Service Volume	Meets Std?
<u>Local Roads</u>					
117th Court N (2)	Central Blvd to Eastern Terminus	EB	388	880	Yes
	Central Blvd to Eastern Terminus	WB	517	880	Yes
Shady Lakes Dr (3)	PGA Blvd to Northern Terminus	NB	66	880	Yes
	PGA Blvd to Northern Terminus	SB	43	880	Yes

- (1) Count data provided in Appendix A.
- (2) Counts taken on 9/17/15 and 11/12/15 while school was in session. Road accesses two schools.
- (3) Count taken on 9/17/15. Applied a peak season factor.

Exhibit 6B
PBG Tennis Center/Regional Park - Scenario 1
Test 1 Link Analysis

Roadway	Link	Dir	AM PEAK HOUR								
			Existing (2015) (1)	Committed Dev. Analysis (2)			Total Bkgd.	Project	Total (2020)	Service Volume	Meets Std?
				Projects	Growth	Total					
Local Roads 117th Court N (3)	Central Blvd to Eastern Terminus	EB	718	-	37	37	755	4	759	880	Yes
	Central Blvd to Eastern Terminus	WB	603	-	31	31	634	4	638	880	Yes
Shady Lakes Dr (4)	PGA Blvd to Northern Terminus	NB	27	-	1	1	28		28	880	Yes
	PGA Blvd to Northern Terminus	SB	64	-	3	3	67		67	880	Yes

Roadway	Link	Dir	PM PEAK HOUR								
			Existing (2015) (1)	Committed Dev. Analysis (2)			Total Bkgd.	Project	Total (2020)	Service Volume	Meets Std?
				Projects	Growth	Total					
Local Roads 117th Court N (3)	Central Blvd to Eastern Terminus	EB	388	-	20	20	408	10	418	880	Yes
	Central Blvd to Eastern Terminus	WB	517	-	26	26	543	9	552	880	Yes
Shady Lakes Dr (4)	PGA Blvd to Northern Terminus	NB	66	-	3	3	69		69	880	Yes
	PGA Blvd to Northern Terminus	SB	43	-	2	2	45		45	880	Yes

- (1) Count data provided in Appendix A.
- (2) Committed development data from County TPS Database. See Appendix B. Growth represents 1% per year.
- (3) Counts taken on 9/17/15 and 11/12/15 while school was in session. Road accesses two schools.
- (4) Count taken on 9/17/15. Applied a peak season factor.

Exhibit 6C
PBG Tennis Center/Regional Park - Scenario 2
Test 1 Link Analysis

Roadway	Link	Dir	AM PEAK HOUR								
			Existing (2015) (1)	Committed Dev. Analysis (2)			Total Bkgd.	Project	Total (2030)	Service Volume	Meets Std?
				Projects	Growth	Total					
Local Roads 117th Court N (3)	Central Blvd to Eastern Terminus	EB	718	-	56	56	774	5	779	880	Yes
	Central Blvd to Eastern Terminus	WB	603	-	47	47	650	5	655	880	Yes
Shady Lakes Dr (4)	PGA Blvd to Northern Terminus	NB	27	-	2	2	29		29	880	Yes
	PGA Blvd to Northern Terminus	SB	64	-	5	5	69		69	880	Yes

Roadway	Link	Dir	PM PEAK HOUR								
			Existing (2015) (1)	Committed Dev. Analysis (2)			Total Bkgd.	Project	Total (2030)	Service Volume	Meets Std?
				Projects	Growth	Total					
Local Roads 117th Court N (3)	Central Blvd to Eastern Terminus	EB	388	-	30	30	418	33	451	880	Yes
	Central Blvd to Eastern Terminus	WB	517	-	40	40	557	21	578	880	Yes
Shady Lakes Dr (4)	PGA Blvd to Northern Terminus	NB	66	-	5	5	71		71	880	Yes
	PGA Blvd to Northern Terminus	SB	43	-	3	3	47		47	880	Yes

- (1) Count data provided in Appendix A.
- (2) Committed development data from County TPS Database. See Appendix B. Growth represents 0.5% per year.
- (3) Counts taken on 9/17/15 and 11/12/15 while school was in session. Road accesses two schools.
- (4) Count taken on 9/17/15. Applied a peak season factor.

Exhibit 6D
PBG Tennis Center/Regional Park - Scenario 3
Test 1 Link Analysis

Roadway	Link	Dir	AM PEAK HOUR								
			Existing (2015) (1)	Committed Dev. Analysis (2)			Total Bkgd.	Project	Total (2030)	Service Volume	Meets Std?
				Projects	Growth	Total					
Local Roads 117th Court N (3)	Central Blvd to Eastern Terminus	EB	718	-	56	56	774	6	780	880	Yes
	Central Blvd to Eastern Terminus	WB	603	-	47	47	650	6	656	880	Yes
Shady Lakes Dr (4)	PGA Blvd to Northern Terminus	NB	27	-	2	2	29		29	880	Yes
	PGA Blvd to Northern Terminus	SB	64	-	5	5	69		69	880	Yes

Roadway	Link	Dir	PM PEAK HOUR								
			Existing (2015) (1)	Committed Dev. Analysis (2)			Total Bkgd.	Project	Total (2030)	Service Volume	Meets Std?
				Projects	Growth	Total					
Local Roads 117th Court N (3)	Central Blvd to Eastern Terminus	EB	388	-	30	30	418	37	455	880	Yes
	Central Blvd to Eastern Terminus	WB	517	-	40	40	557	24	581	880	Yes
Shady Lakes Dr (4)	PGA Blvd to Northern Terminus	NB	66	-	5	5	71		71	880	Yes
	PGA Blvd to Northern Terminus	SB	43	-	3	3	47		47	880	Yes

- (1) Count data provided in Appendix A.
- (2) Committed development data from County TPS Database. See Appendix B. Growth represents 0.5% per year.
- (3) Counts taken on 9/17/15 and 11/12/15 while school was in session. Road accesses two schools.
- (4) Count taken on 9/17/15. Applied a peak season factor.

Exhibit 6E

PBG Tennis Center/Regional Park - Scenario 4

Test 1 Link Analysis

Roadway	Link	Dir	AM PEAK HOUR										
			Existing (2015) (1)	Committed Dev. Analysis (2)			Total Bkgd.	Diversion to Shady Lakes (5)	Project (5)	Total (2030)	Service Volume	Meets Std?	
				Projects	Growth	Total							
Local Roads													
117th Court N (3)	Central Blvd to Shady Lakes Dr	EB	718	-	56	56	774	(232)	3	545	880	Yes	
	Central Blvd to Shady Lakes Dr	WB	603	-	47	47	650	(195)	3	458	880	Yes	
Shady Lakes Dr (4)	PGA Blvd to 117th Court N	NB	27	-	2	2	29	232	3	264	880	Yes	
	PGA Blvd to 117th Court N	SB	64	-	5	5	69	195	3	266	880	Yes	

Roadway	Link	Dir	PM PEAK HOUR										
			Existing (2015) (1)	Committed Dev. Analysis (2)			Total Bkgd.	Diversion to Shady Lakes (5)	Project (5)	Total (2030)	Service Volume	Meets Std?	
				Projects	Growth	Total							
Local Roads													
117th Court N (3)	Central Blvd to Shady Lakes Dr	EB	388	-	30	30	418	(125)	20	313	880	Yes	
	Central Blvd to Shady Lakes Dr	WB	517	-	40	40	557	(167)	13	403	880	Yes	
Shady Lakes Dr (4)	PGA Blvd to 117th Court N	NB	66	-	5	5	71	125	17	213	880	Yes	
	PGA Blvd to 117th Court N	SB	43	-	3	3	47	167	11	225	880	Yes	

(1) Count data provided in Appendix A.

(2) Committed development data from County TPS Database. See Appendix B. Growth represents 0.5% per year.

(3) Counts taken on 9/17/15 and 11/12/15 while school was in session. Road accesses two schools.

(4) Count taken on 9/17/15. Applied a peak season factor.

(5) Refer to Exhibits 5A for background traffic redistribution and 5B for project traffic distribution.

Exhibit 7
PBG Tennis Center/Regional Park
HCS Operational Intersection Analysis (1)

Intersection		AM Peak Hour								PM Peak Hour							
		Existing - 2015		Scenario 1 - 2020		Scenario 3 - 2030		Scenario 4 - 2030		Existing - 2015		Scenario 1 - 2020		Scenario 3 - 2030		Scenario 4 - 2030	
		Intersect. Delay (sec)	LOS	Intersect. Delay (sec)	LOS	Intersect. Delay (sec)	LOS	Intersect. Delay (sec)	LOS	Intersect. Delay (sec)	LOS	Intersect. Delay (sec)	LOS	Intersect. Delay (sec)	LOS	Intersect. Delay (sec)	LOS
PGA Blvd / Shady Lakes Dr	Existing Lanes	8.4	A	10.6	B	12.0	B	32.5	C*	7.8	A	11.8	B	14.6	B	26.1	C*
	With Improvements							46.5	D							53.8	D
								53.2	D							54.0	D
	Proposed Improvements							Retiming, 2nd SBLT								Retiming, 2nd SBLT	
						Retiming, SB Restriping								Retiming, SB Restriping			
117th Court N / Central Blvd	Existing Lanes	38.3	D	125.0	F	200.6	F	224.7	F	24.0	C	40.2	D	63.3	E	67.4	E
	With Improvements			33.3	C	41.3	D	47.0	D					31.5	C	37.3	D
	Proposed Improvements			Retiming 2nd WBLT		Retiming 2nd WBLT 2nd SBLT		Retiming 2nd SBLT						Retiming		Retiming 2nd SBLT	

(1) See Appendix C for intersection capacity analyses.

* The southbound left turn movement has excessive delays with LOS F. Modifications are required to eliminate this failure.

APPENDIX A

PGA BOULEVARD & HICKORY DRIVE
 PALM BEACH GARDENS, FLORIDA
 COUNTED BY: ISIDRO GONZALEZ
 SIGNALIZED

Traffic Survey Specialists, Inc.
 624 Gardenia Terrace
 Delray Beach, Florida 33444
 Phone (561) 272-3255

Site Code : 00150180
 Start Date: 09/17/15
 File I.D. : PGA_HICK
 Page : 1

ALL VEHICLES

Date	SHADY LAKES DRIVE From North				PGA BOULEVARD From East				HICKORY DRIVE From South				PGA BOULEVARD From West				Total
	UTurn	Left	Thru	Right	UTurn	Left	Thru	Right	UTurn	Left	Thru	Right	UTurn	Left	Thru	Right	
09/17/15																	
07:00	0	1	0	4	3	5	198	2	0	3	0	3	0	0	219	1	439
07:15	0	7	0	13	1	7	292	1	0	13	0	8	0	1	322	3	668
07:30	0	9	0	8	4	1	421	1	0	15	0	2	0	4	450	11	926
07:45	0	7	0	2	4	5	402	0	0	15	0	5	0	4	525	11	980
Hr Total	0	24	0	27	12	18	1313	4	0	46	0	18	0	9	1516	26	3013
08:00	0	7	0	11	4	13	342	4	0	9	1	10	1	6	567	10	985
08:15	0	4	0	6	10	18	351	2	0	14	0	7	0	2	537	6	957
08:30	0	10	1	11	1	7	404	3	0	16	0	8	0	3	494	12	970
08:45	0	6	0	8	6	12	349	3	0	12	1	18	1	1	469	7	893
Hr Total	0	27	1	36	21	50	1446	12	0	51	2	43	2	12	2067	35	3805
* BREAK *																	
14:00	0	2	0	3	16	10	295	5	0	11	2	10	7	2	285	6	654
14:15	0	5	0	1	11	6	287	2	0	18	0	10	1	1	273	6	621
14:30	0	6	0	10	11	10	280	5	0	14	0	7	2	4	282	6	637
14:45	0	3	0	3	15	11	310	3	0	10	0	14	2	2	315	6	694
Hr Total	0	16	0	17	53	37	1172	15	0	53	2	41	12	9	1155	24	2606
15:00	1	4	0	6	23	6	301	7	0	14	0	10	3	2	298	8	683
15:15	0	3	0	1	14	16	417	4	0	14	0	3	4	3	308	9	796
15:30	0	3	2	1	10	13	355	5	0	15	0	3	2	4	338	9	760
15:45	0	6	0	5	11	15	384	5	0	16	1	8	1	0	320	19	791
Hr Total	1	16	2	13	58	50	1457	21	0	59	1	24	10	9	1264	45	3030
16:00	0	6	0	2	11	6	403	3	0	17	0	14	1	7	330	7	807
16:15	0	2	1	2	5	17	358	6	0	13	3	19	0	6	351	9	792
16:30	0	4	1	6	13	19	402	8	0	13	0	9	1	5	374	9	864
16:45	0	3	1	0	15	21	437	12	0	13	0	11	2	10	343	13	881
Hr Total	0	15	3	10	44	63	1600	29	0	56	3	53	4	28	1398	38	3344
17:00	0	10	1	0	14	20	488	10	0	26	3	21	3	9	393	21	1019
17:15	0	3	2	2	15	21	485	4	1	9	1	13	2	5	365	16	944
17:30	0	6	1	2	14	28	509	8	0	12	0	12	2	3	401	14	1012
17:45	0	5	0	8	17	24	531	13	0	16	0	24	5	5	413	12	1073
Hr Total	0	24	4	12	60	93	2013	35	1	63	4	70	12	22	1572	63	4048
TOTAL	1	122	10	115	248	311	9001	116	1	328	12	249	40	89	8972	231	19846

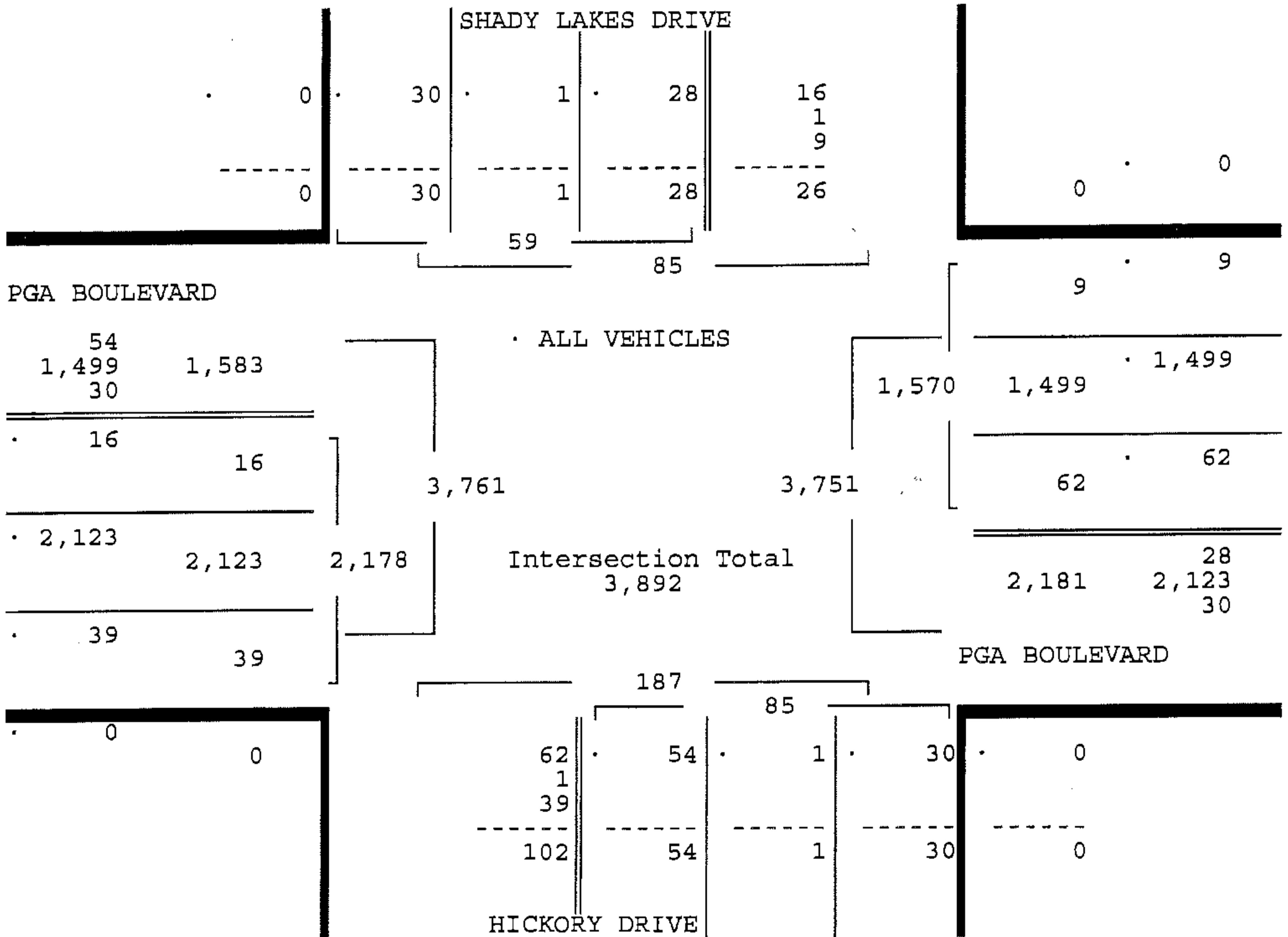
PGA BOULEVARD & HICKORY DRIVE
 PALM BEACH GARDENS, FLORIDA
 COUNTED BY: ISIDRO GONZALEZ
 SIGNALIZED

Traffic Survey Specialists, Inc.
 624 Gardenia Terrace
 Delray Beach, Florida 33444
 Phone (561) 272-3255

Site Code : 00150180
 Start Date: 09/17/15
 File I.D. : PGA_HICK
 Page : 2

ALL VEHICLES

SHADY LAKES DRIVE From North				PGA BOULEVARD From East				HICKORY DRIVE From South				PGA BOULEVARD From West				Total
UTurn	Left	Thru	Right	UTurn	Left	Thru	Right	UTurn	Left	Thru	Right	UTurn	Left	Thru	Right	
Date 09/17/15																
Peak Hour Analysis By Entire Intersection for the Period: 07:00 to 09:00 on 09/17/15																
Peak start 07:45				07:45				07:45				07:45				
Volume	0	28	1	30	19	43	1499	9	0	54	1	30	1	15	2123	39
Percent	0%	47%	2%	51%	1%	3%	95%	1%	0%	64%	1%	35%	0%	1%	97%	2%
Pk total	59			1570				85				2178				
Highest	08:30			08:30				08:30				08:00				
Volume	0	10	1	11	1	7	404	3	0	16	0	8	1	6	567	10
Hi total	22			415				24				584				
PHF	.67			.95				.89				.93				



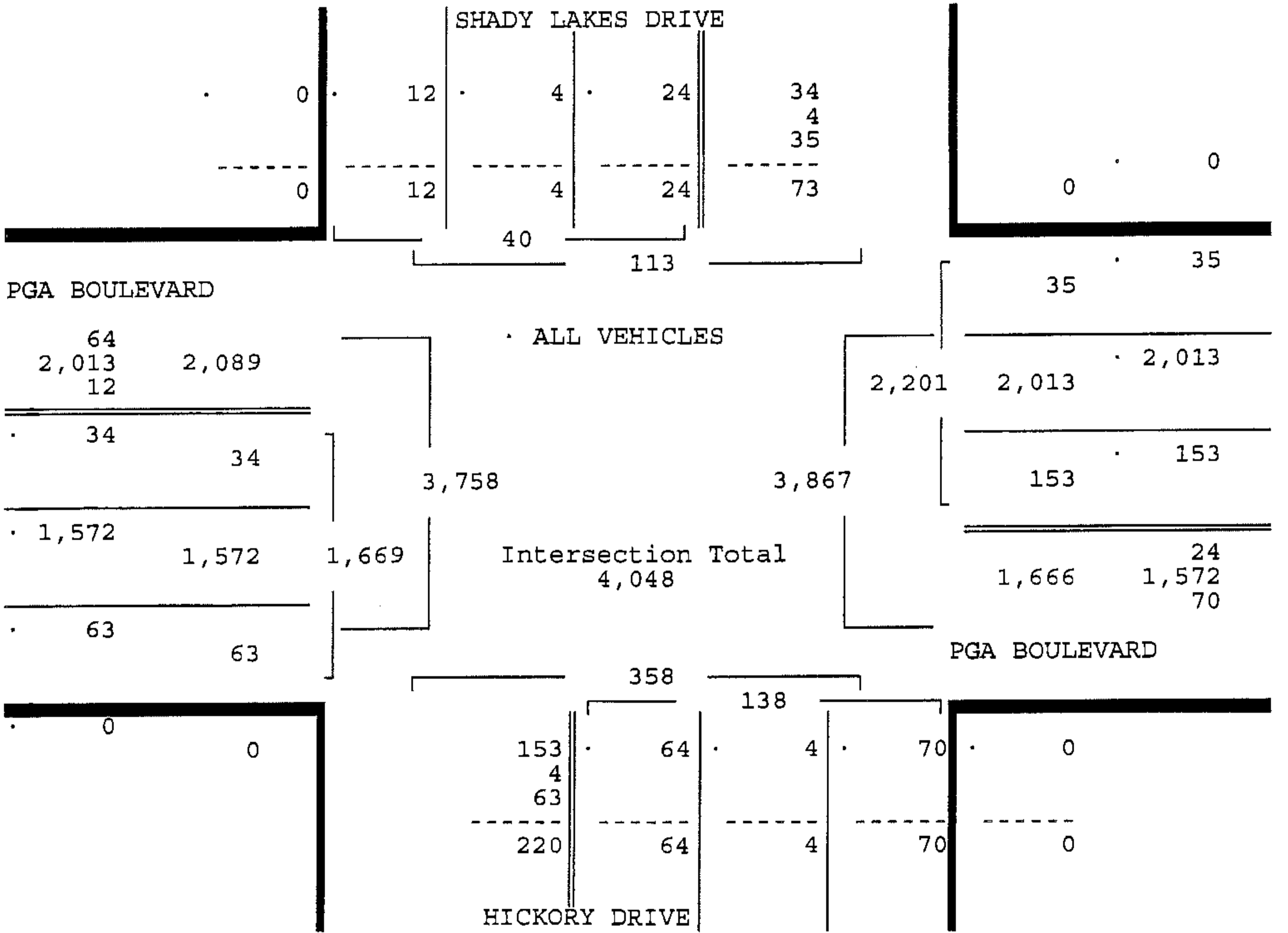
PGA BOULEVARD & HICKORY DRIVE
 PALM BEACH GARDENS, FLORIDA
 COUNTED BY: ISIDRO GONZALEZ
 SIGNALIZED

Traffic Survey Specialists, Inc.
 624 Gardenia Terrace
 Delray Beach, Florida 33444
 Phone (561) 272-3255

Site Code : 00150180
 Start Date: 09/17/15
 File I.D. : PGA_HICK
 Page : 3

ALL VEHICLES

SHADY LAKES DRIVE From North				PGA BOULEVARD From East				HICKORY DRIVE From South				PGA BOULEVARD From West				Total
UTurn	Left	Thru	Right	UTurn	Left	Thru	Right	UTurn	Left	Thru	Right	UTurn	Left	Thru	Right	
Date 09/17/15																
Peak Hour Analysis By Entire Intersection for the Period: 14:00 to 18:00 on 09/17/15																
Peak start 17:00				17:00				17:00				17:00				
Volume	0	24	4	12	60	93	2013	35	1	63	4	70	12	22	1572	63
Percent	0%	60%	10%	30%	3%	4%	91%	2%	1%	46%	3%	51%	1%	1%	94%	4%
Pk total	40			2201				138				1669				
Highest	17:45			17:45				17:00				17:45				
Volume	0	5	0	8	17	24	531	13	0	26	3	21	5	5	413	12
Hi total	13			585				50				435				
PHF	.77			.94				.69				.96				



Traffic Survey Specialists, Inc.

PGA BOULEVARD & HICKORY DRIVE
 PALM BEACH GARDENS, FLORIDA
 COUNTED BY: ISIDRO GONZALEZ
 SIGNALIZED

624 Gardenia Terrace
 Delray Beach, Florida 33444
 Phone (561) 272-3255

Site Code : 00150180
 Start Date: 09/17/15
 File I.D. : PGA_HICK
 Page : 1

PEDESTRIANS & BIKES

Date	SHADY LAKES DRIVE From North				PGA BOULEVARD From East				HICKORY DRIVE From South				PGA BOULEVARD From West				Total
	Left	BIKES	Right	Peds	Left	BIKES	Right	Peds	Left	BIKES	Right	Peds	Left	BIKES	Right	Peds	
09/17/15	-----																
07:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
07:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
07:30	0	0	0	1	0	0	0	0	0	1	0	0	0	0	0	0	2
07:45	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Hr Total	0	1	0	1	0	0	0	0	0	1	0	0	0	0	0	0	3
08:00	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	2	3
08:15	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1
08:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
08:45	0	0	0	1	0	0	0	0	0	1	0	0	0	0	0	0	2
Hr Total	0	1	0	1	0	0	0	1	0	1	0	0	0	0	0	2	6
----- * BREAK * -----																	
14:00	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1
14:15	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1
14:30	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	1	3
14:45	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1
Hr Total	0	0	0	0	0	0	0	0	0	3	0	2	0	0	0	1	6
15:00	0	0	0	1	0	0	0	1	0	0	0	2	0	0	0	0	4
15:15	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	1
15:30	0	0	0	1	0	0	0	0	0	0	0	1	0	0	0	0	2
15:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hr Total	0	0	0	2	0	0	0	1	0	0	0	4	0	0	0	0	7
16:00	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1
16:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16:30	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
16:45	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
Hr Total	0	2	0	1	0	0	0	0	0	1	0	0	0	0	0	0	4
17:00	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1
17:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:45	0	1	0	1	0	0	0	1	0	0	0	0	0	0	0	0	3
Hr Total	0	1	0	1	0	0	0	1	0	1	0	0	0	0	0	0	4

TOTAL	0	5	0	6	0	0	0	3	0	7	0	6	0	0	0	3	30

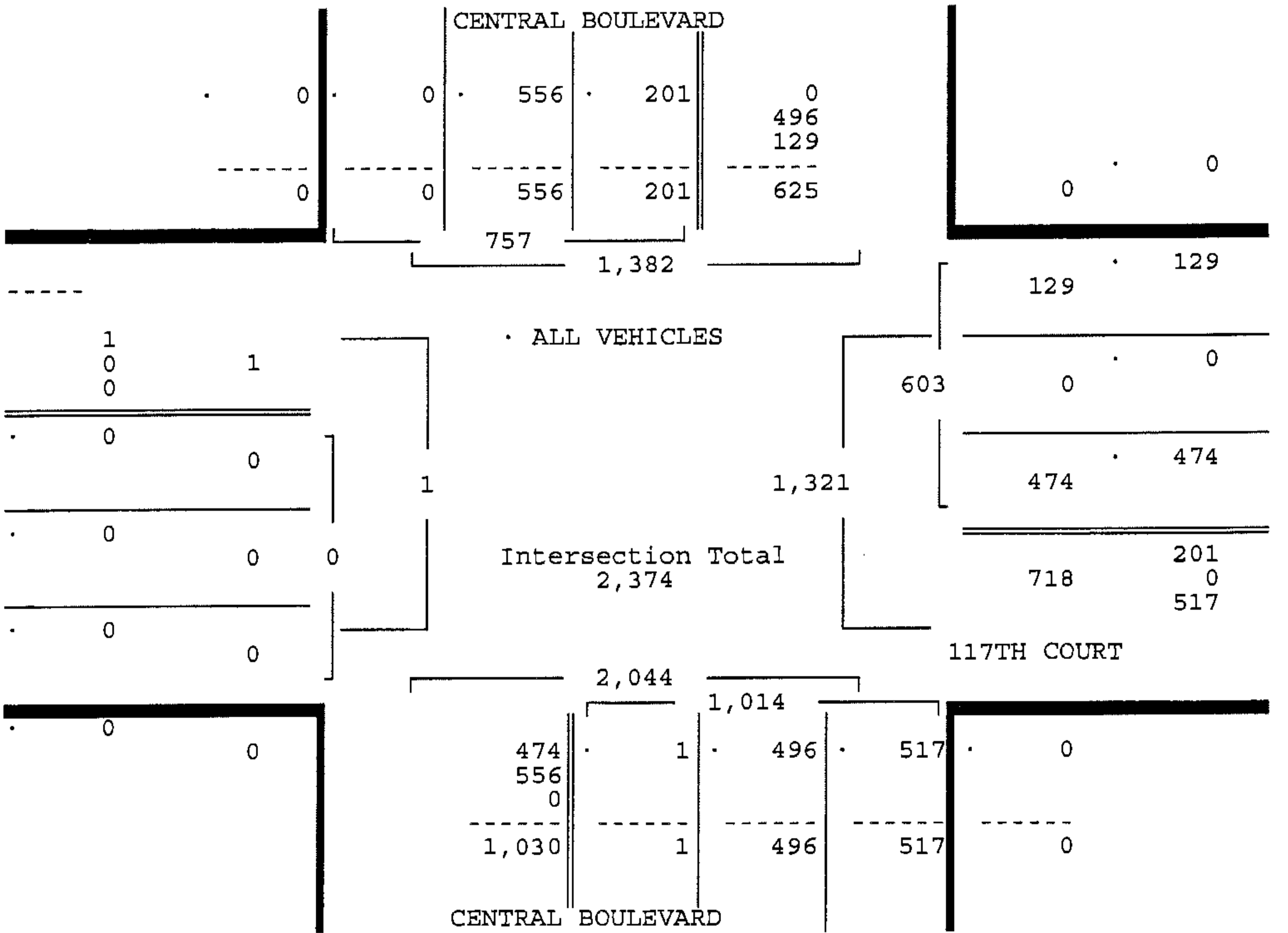
CENTRAL BOULEVARD & 117TH COURT
 PALM BEACH GARDENS, FLORIDA
 COUNTED BY: SEBASTIAN SALVO
 SIGNALIZED

Traffic Survey Specialists, Inc.
 624 Gardenia Terrace
 Delray Beach, Florida 33444
 Phone (561) 272-3255

Site Code : 00150180
 Start Date: 09/17/15
 File I.D. : 117CCENT
 Page : 2

ALL VEHICLES

CENTRAL BOULEVARD From North				117TH COURT From East				CENTRAL BOULEVARD From South				----- From West				Total
UTurn	Left	Thru	Right	UTurn	Left	Thru	Right	UTurn	Left	Thru	Right	UTurn	Left	Thru	Right	
Date 09/17/15																
Peak Hour Analysis By Entire Intersection for the Period: 07:00 to 09:00 on 09/17/15																
Peak start 07:30				07:30				07:30				07:30				
Volume	0	201	556	0	1	473	0	129	1	0	496	517	0	0	0	0
Percent	0%	27%	73%	0%	0%	78%	0%	21%	0%	0%	49%	51%	0%	0%	0%	0%
Pk total	757			603				1014				0				
Highest	07:45			07:45				07:45				07:00				
Volume	0	82	173	0	1	155	0	37	1	0	120	187	0	0	0	0
Hi total	255			193				308				0				
PHF	.74			.78				.82				.0				



Traffic Survey Specialists, Inc.

CENTRAL BOULEVARD & 117TH COURT
 PALM BEACH GARDENS, FLORIDA
 COUNTED BY: MARCELLO MINO-WILZEK
 SIGNALIZED

85 SE 4th Avenue, Unit 109
 Delray Beach, Florida 33483
 Phone (561) 272-3255

Site Code : 00150180
 Start Date: 11/12/15
 File I.D. : 117CTCEN
 Page : 1

ALL VEHICLES

Date	CENTRAL BOULEVARD From North				117TH COURT From East				CENTRAL BOULEVARD From South				----- From West				Total
	UTurn	Left	Thru	Right	UTurn	Left	Thru	Right	UTurn	Left	Thru	Right	UTurn	Left	Thru	Right	
14:00	2	17	74	0	0	116	0	41	0	0	103	62	0	0	0	0	415
14:15	0	5	97	0	0	37	0	12	0	0	113	20	0	0	0	0	284
14:30	0	4	131	0	0	13	0	8	0	0	103	7	0	0	0	0	266
14:45	0	9	141	0	0	13	0	11	0	0	117	20	0	0	0	0	311
Hr Total	2	35	443	0	0	179	0	72	0	0	436	109	0	0	0	0	1276
15:00	2	13	133	0	0	32	0	8	0	0	99	30	0	0	0	0	317
15:15	1	23	92	0	0	16	0	6	0	0	103	34	0	0	0	0	275
15:30	0	25	124	0	0	42	0	20	0	0	119	57	0	0	0	0	387
15:45	1	38	150	0	1	42	0	19	0	0	114	66	0	0	0	0	431
Hr Total	4	99	499	0	1	132	0	53	0	0	435	187	0	0	0	0	1410
16:00	0	37	136	0	0	113	0	82	0	0	101	73	0	0	0	0	542
16:15	1	42	155	0	0	118	0	80	0	0	100	48	0	0	0	0	544
16:30	0	15	157	0	0	38	0	21	0	0	110	30	0	0	0	0	371
16:45	1	13	128	0	0	28	0	11	0	0	116	40	0	0	0	0	337
Hr Total	2	107	576	0	0	297	0	194	0	0	427	191	0	0	0	0	1794
17:00	0	14	174	0	0	40	0	15	0	0	110	48	0	0	0	0	401
17:15	0	16	176	0	0	75	0	18	0	0	142	45	0	0	0	0	472
17:30	0	13	133	0	0	53	0	18	0	0	126	45	0	0	0	0	388
17:45	0	11	140	0	0	39	0	32	0	0	121	23	0	0	0	0	356
Hr Total	0	54	623	0	0	207	0	83	0	0	499	161	0	0	0	0	1627
TOTAL	8	295	2141	0	1	815	0	402	0	0	1797	648	0	0	0	0	6107

CENTRAL BOULEVARD & 117TH COURT
 PALM BEACH GARDENS, FLORIDA
 COUNTED BY: MARCELLO MINO-WILZEK
 SIGNALIZED

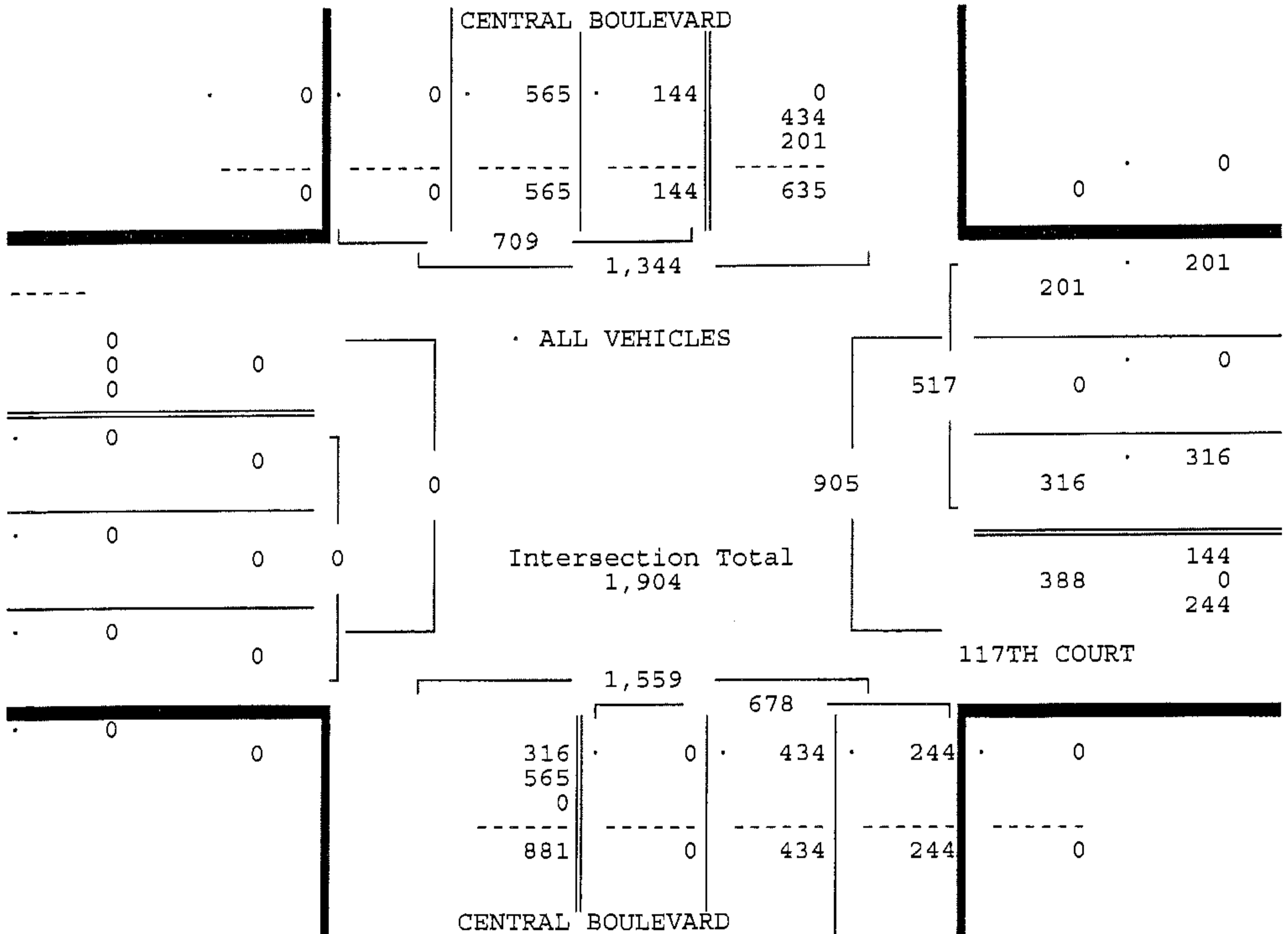
Traffic Survey Specialists, Inc.
 85 SE 4th Avenue, Unit 109
 Delray Beach, Florida 33483
 Phone (561) 272-3255

Page 1.55

Site Code : 00150180
 Start Date: 11/12/15
 File I.D. : 117CTCEN
 Page : 2

ALL VEHICLES

CENTRAL BOULEVARD From North				117TH COURT From East				CENTRAL BOULEVARD From South				From West				Total
UTurn	Left	Thru	Right	UTurn	Left	Thru	Right	UTurn	Left	Thru	Right	UTurn	Left	Thru	Right	
Date 11/12/15																
Peak Hour Analysis By Entire Intersection for the Period: 14:00 to 18:00 on 11/12/15																
Peak start 15:30				15:30				15:30				15:30				
Volume	2	142	565	0	1	315	0	201	0	0	434	244	0	0	0	0
Percent	0%	20%	80%	0%	0%	61%	0%	39%	0%	0%	64%	36%	0%	0%	0%	0%
Pk total	709				517				678				0			
Highest	16:15				16:15				15:45				14:00			
Volume	1	42	155	0	0	118	0	80	0	0	114	66	0	0	0	0
Hi total	198				198				180				0			
PHF	.90				.65				.94				.0			



2014 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
 CATEGORY: 9301 CEN.-W OF US1 TO SR7

MOCF: 0.96
 PSCF

WEEK	DATES	SF	PSCF
1	01/01/2014 - 01/04/2014	0.97	1.01
2	01/05/2014 - 01/11/2014	0.99	1.03
3	01/12/2014 - 01/18/2014	1.00	1.04
4	01/19/2014 - 01/25/2014	0.99	1.03
* 5	01/26/2014 - 02/01/2014	0.98	1.02
* 6	02/02/2014 - 02/08/2014	0.97	1.01
* 7	02/09/2014 - 02/15/2014	0.96	1.00
* 8	02/16/2014 - 02/22/2014	0.95	0.99
* 9	02/23/2014 - 03/01/2014	0.95	0.99
*10	03/02/2014 - 03/08/2014	0.95	0.99
*11	03/09/2014 - 03/15/2014	0.95	0.99
*12	03/16/2014 - 03/22/2014	0.95	0.99
*13	03/23/2014 - 03/29/2014	0.96	1.00
*14	03/30/2014 - 04/05/2014	0.96	1.00
*15	04/06/2014 - 04/12/2014	0.97	1.01
*16	04/13/2014 - 04/19/2014	0.97	1.01
*17	04/20/2014 - 04/26/2014	0.98	1.02
18	04/27/2014 - 05/03/2014	0.99	1.03
19	05/04/2014 - 05/10/2014	0.99	1.03
20	05/11/2014 - 05/17/2014	1.00	1.04
21	05/18/2014 - 05/24/2014	1.01	1.05
22	05/25/2014 - 05/31/2014	1.02	1.06
23	06/01/2014 - 06/07/2014	1.03	1.07
24	06/08/2014 - 06/14/2014	1.04	1.08
25	06/15/2014 - 06/21/2014	1.05	1.09
26	06/22/2014 - 06/28/2014	1.06	1.10
27	06/29/2014 - 07/05/2014	1.07	1.11
28	07/06/2014 - 07/12/2014	1.07	1.11
29	07/13/2014 - 07/19/2014	1.08	1.13
30	07/20/2014 - 07/26/2014	1.07	1.11
31	07/27/2014 - 08/02/2014	1.06	1.10
32	08/03/2014 - 08/09/2014	1.05	1.09
33	08/10/2014 - 08/16/2014	1.04	1.08
34	08/17/2014 - 08/23/2014	1.03	1.07
35	08/24/2014 - 08/30/2014	1.04	1.08
36	08/31/2014 - 09/06/2014	1.04	1.08
37	09/07/2014 - 09/13/2014	1.04	1.08
38	09/14/2014 - 09/20/2014	1.04	1.08
39	09/21/2014 - 09/27/2014	1.03	1.07
40	09/28/2014 - 10/04/2014	1.01	1.05
41	10/05/2014 - 10/11/2014	1.00	1.04
42	10/12/2014 - 10/18/2014	0.98	1.02
43	10/19/2014 - 10/25/2014	0.99	1.03
44	10/26/2014 - 11/01/2014	1.00	1.04
45	11/02/2014 - 11/08/2014	1.00	1.04
46	11/09/2014 - 11/15/2014	1.01	1.05
47	11/16/2014 - 11/22/2014	1.01	1.05
48	11/23/2014 - 11/29/2014	1.00	1.04
49	11/30/2014 - 12/06/2014	0.99	1.03
50	12/07/2014 - 12/13/2014	0.98	1.02
51	12/14/2014 - 12/20/2014	0.97	1.01
52	12/21/2014 - 12/27/2014	0.99	1.03
53	12/28/2014 - 12/31/2014	1.00	1.04

* PEAK SEASON

09-MAR-2015 16:07:54

830UPD

4_9301_PKSEASON.TXT

APPENDIX B

Scenario 1 ✓

Input Data

ROAD NAME: PGA Blvd
 CURRENT YEAR: 2015 ✓
 ANALYSIS YEAR: 2020 ✓
 GROWTH RATE: 0.81%

STATION: 2609
 FROM: Midpoint
 TO: N Military Trl
 COUNT DATE: 2/23/2015
 PSF: 1

Report Created: 10/27/2015

Link Analysis

Time Period Direction	AM			PM		
	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	4217	2306	1911	4210	1995	2215
Peak Volume	4217	2306	1911	4210	1995	2215
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	4217	2306	1911	4210	1995	2215

Committed Developments							Type	% Complete
Old Palm Golf Club ✓	58	43	15	72	27	45	Res	45%
Parcel 4.03/4.06 ✓	0	0	0	0	0	0	Res	100%
Central Gardens ✓	10	5	4	19	9	9	NR	50%
Paloma ✓	4	1	3	5	3	2	Res	75%
Regional Center DRI ✓	8	5	3	16	7	9	NR	97%
Legend at the Gardens ✓	0	0	0	0	0	0	NR	100%
Palm Beach Community Church ✓	10	5	5	19	9	10	NR	90%
PGA Commons (Parcels 2&3) ✓	5	2	3	15	8	7	NR	95%
Donald Ross Village ✓	1	1	1	3	1	1	NR	80%
Northlake Square East ○	0	0	0	0	0	0	NR	100%
Gardens Station East & West ✓	0	0	0	0	0	0	NR	100%
Legacy Place Commercial ✓	3	2	1	10	5	5	NR	90%
Southampton ✓	39	31	8	51	18	33	Res	0%
The Pointe ✓	0	0	0	0	0	0	NR	100%
Parcel 5B ✓	29	21	8	42	15	27	NR	44%
Parcel 5A ○	105	86	19	98	20	77	NR	0%
Florida Research Park ○	74	10	64	92	75	17	NR	15%
Mirasol ✓	49	29	20	42	18	24	Res	95%
Abacoa DRI ✓	11	5	6	15	7	8	NR	68%
Cimarron Cove ✓	63	28	35	100	54	46	NR	0%
Covenant Church Site ○	0	0	0	0	0	0	NR	100%
Minto West ○	14	7	7	28	19	8	NR	0%
Palm Beach Gradens Elem. ○	8	4	4	3	1	1	NR	65%
Divosta Office Parcel II Bank ○	14	5	9	24	14	10	NR	0%
PBOI Medical Campus ○	6	4	1	8	2	6	NR	0%
Loehmann's Plaza ✓	26	20	6	86	40	46	NR	7%
FAU Jupiter ✓	27	5	22	26	21	5	NR	20%
Briger West ✓	9	2	7	16	9	6	Res	0%
Briger East ✓	38	28	11	44	14	29	NR	0%
Franklin Academy PBG ✓	0	0	0	0	0	0	NR	100%
LA FITNESS PLAZA ✓	8	4	4	19	10	9	NR	87%
Ballenises SE Outparcel	104	22	82	131	95	37	NR	0%
Total Committed Developments	723	375	348	984	501	477		
Total Committed Residential	159	106	53	186	75	110		
Total Committed Non-Residential	564	269	295	798	426	367		
Double Count Reduction	40	27	13	47	19	28		
Total Discounted Committed Developments	683	<u>348</u>	<u>335</u>	937	<u>482</u>	<u>449</u>		

① Added Add'l projects

Input Data

ROAD NAME: PGA Blvd
 STATION: 2609
 CURRENT YEAR: 2015 ✓
 FROM: Central Blvd
 ANALYSIS YEAR: 2020 ✓
 TO: Midpoint
 GROWTH RATE: 0.81%
 COUNT DATE: 2/23/2015
 PSF: 1

Report Created: 10/27/2015

Link Analysis

Time Period Direction	AM			PM		
	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	4217	2306	1911	4210	1995	2215
Peak Volume	4217	2306	1911	4210	1995	2215
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	4217	2306	1911	4210	1995	2215

Committed Developments							Type	% Complete
Old Palm Golf Club	58	43	15	72	27	45	Res	45%
Parcel 4.03/4.06	0	0	0	0	0	0	Res	100%
Central Gardens	10	5	4	19	9	9	NR	50%
Paloma	4	1	3	5	3	2	Res	75%
Regional Center DRI	8	5	3	16	7	9	NR	97%
Legend at the Gardens	0	0	0	0	0	0	NR	100%
Palm Beach Community Church	9	5	4	16	9	8	NR	90%
PGA Commons (Parcels 2&3)	3	2	1	9	4	5	NR	95%
Donald Ross Village	1	1	1	3	1	1	NR	80%
Northlake Square East	0	0	0	0	0	0	NR	100%
Gardens Station East & West	0	0	0	0	0	0	NR	100%
Legacy Place Commercial	3	2	1	10	5	5	NR	90%
Southampton	39	31	8	51	18	33	Res	0%
The Pointe	0	0	0	0	0	0	NR	100%
Parcel 5B	29	21	8	42	15	27	NR	44%
Parcel 5A	105	86	19	98	20	77	NR	0%
Florida Research Park	74	10	64	92	75	17	NR	15%
Mirasol	49	29	20	42	18	24	Res	95%
Abacoa DRI	11	5	6	15	7	8	NR	68%
Cimarron Cove	63	28	35	100	54	46	NR	0%
Covenant Church Site	0	0	0	0	0	0	NR	100%
Minto West	14	7	7	28	19	8	NR	0%
Palm Beach Gradens Elem.	8	4	4	3	1	1	NR	65%
Divosta Office Parcel II Bank	7	5	2	12	5	7	NR	0%
PBOI Medical Campus	6	4	1	8	2	6	NR	0%
Loehmann's Plaza	26	20	6	86	40	46	NR	7%
FAU Jupiter	27	5	22	26	21	5	NR	20%
Briger West	9	2	7	16	9	6	Res	0%
Briger East	38	28	11	44	14	29	NR	0%
Franklin Academy PBG	0	0	0	0	0	0	NR	100%
LA FITNESS PLAZA	8	4	4	19	10	9	NR	87%
Bailenises SE Outparcel	104	22	82	131	95	37	NR	0%
Total Committed Developments	713	375	338	963	488	470		
Total Committed Residential	159	106	53	186	75	110		
Total Committed Non-Residential	554	269	285	777	413	360		
Double Count Reduction	40	27	13	47	19	28		
Total Discounted Committed Developments	673	348	325	916	469	442		

Scenario 1

Input Data

ROAD NAME: Central Blvd
 CURRENT YEAR: 2015 ✓
 ANALYSIS YEAR: 2020 ✓
 GROWTH RATE: 2.98%

STATION: 2608
 FROM: Midpoint
 TO: Hood Rd
 COUNT DATE: 2/2/2015
 PSF: 1

Report Created: 10/27/2015

Link Analysis

Time Period Direction	AM			PM		
	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	2180	1174	1008	1480	659	902
Peak Volume	2180	1174	1008	1480	659	902
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	2180	1174	1008	1480	659	902

Committed Developments							Type	% Complete
Frenchman's Reserve	4	1	3	5	3	2	Res	85%
Old Palm Golf Club	48	36	12	60	22	38	Res	45%
Parcel 4.03/4.06	0	0	0	0	0	0	Res	100%
Central Gardens	84	47	37	165	83	83	NR	50%
Paloma	11	8	2	14	5	9	Res	75%
Regional Center DRI	2	1	1	4	2	2	NR	97%
Legend at the Gardens	0	0	0	0	0	0	NR	100%
Palm Beach Community Church	2	1	1	4	2	2	NR	90%
PGA Commons (Parcels 2&3)	1	0	1	2	1	1	NR	95%
Donald Ross Village	20	10	10	36	18	18	NR	80%
Gardens Station East & West	0	0	0	0	0	0	NR	100%
Legacy Place Commercial	0	0	0	1	1	1	NR	90%
Southampton	33	26	7	43	15	28	Res	0%
Hood Road Residential	5	1	4	6	4	2	Res	50%
The Pointe	0	0	0	0	0	0	NR	100%
Parcel 5B	6	2	5	9	6	3	NR	44%
Mirasol	5	2	3	4	2	2	Res	95%
Abacoa DRI	76	36	40	106	51	55	NR	68%
Cimarron Cove	246	109	137	389	209	180	NR	0%
Frenchman's Crossing	0	0	0	0	0	0	NR	100%
Loehmann's Plaza	5	1	4	17	9	8	NR	7%
FAU Jupiter	107	88	19	103	20	83	NR	20%
Briger West	20	5	16	34	20	14	Res	0%
Briger East	179	130	50	204	67	137	NR	0%
Jewish Community Center	46	26	20	16	6	10	NR	50%
Franklin Academy PBG	0	0	0	0	0	0	NR	100%
LA FITNESS PLAZA	3	1	2	8	4	4	NR	87%
Ballenises SE Outparcel	23	5	18	29	21	8	NR	0%
Total Committed Developments	926	536	392	1259	571	690		
Total Committed Residential	126	79	47	166	71	95		
Total Committed Non-Residential	800	457	345	1093	500	595		
Double Count Reduction	32	20	12	42	18	24		
Total Discounted Committed Developments	894	516	380	1217	553	666		

Input Data

ROAD NAME: Central Blvd
 CURRENT YEAR: 2015 ✓
 ANALYSIS YEAR: 2020 ✓
 GROWTH RATE: 2.98%

STATION: 2608
 FROM: Pga Blvd
 TO: Midpoint
 COUNT DATE: 2/2/2015
 PSF: 1

Report Created: 10/27/2015

Link Analysis

Time Period Direction	AM			PM		
	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	2180	1174	1008	1480	659	902
Peak Volume	2180	1174	1008	1480	659	902
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	2180	1174	1008	1480	659	902

Committed Developments							Type	% Complete
Frenchman's Reserve	4	1	3	5	3	2	Res	85%
Old Palm Golf Club	33	8	25	41	26	15	Res	45%
Parcel 4.03/4.06	0	0	0	0	0	0	Res	100%
Central Gardens	29	13	16	57	28	28	NR	50%
Paloma	9	2	7	11	7	4	Res	75%
Regional Center DRI	2	1	1	4	2	2	NR	97%
Legend at the Gardens	0	0	0	0	0	0	NR	100%
Palm Beach Community Church	2	1	1	4	2	2	NR	90%
PGA Commons (Parcels 2&3)	1	0	1	2	1	1	NR	95%
Donald Ross Village	20	10	10	36	18	18	NR	80%
Gardens Station East & West	0	0	0	0	0	0	NR	100%
Legacy Place Commercial	0	0	0	1	1	1	NR	90%
Southampton	61	13	48	79	51	28	Res	0%
Hood Road Residential	5	1	4	6	4	2	Res	50%
The Pointe	0	0	0	0	0	0	NR	100%
Parcel 5B	6	2	5	9	6	3	NR	44%
Mirasol	5	2	3	4	2	2	Res	95%
Abacoa DRI	76	36	40	106	51	55	NR	68%
Cimarron Cove	132	74	59	209	97	113	NR	0%
Frenchman's Crossing	0	0	0	0	0	0	NR	100%
Loehmann's Plaza	5	1	4	17	9	8	NR	7%
FAU Jupiter	107	88	19	103	20	83	NR	20%
Briger West	20	5	16	34	20	14	Res	0%
Briger East	179	130	50	204	67	137	NR	0%
Jewish Community Center	46	26	20	16	6	10	NR	50%
Franklin Academy PBG	0	0	0	0	0	0	NR	100%
LA FITNESS PLAZA	3	1	2	8	4	4	NR	87%
Balleniesles SE Outparcel	23	5	18	29	21	8	NR	0%
Total Committed Developments	768	420	352	985	446	540		
Total Committed Residential	137	32	106	180	113	67		
Total Committed Non-Residential	631	388	246	805	333	473		
Double Count Reduction	34	8	27	45	28	17		
Total Discounted Committed Developments	734	412	325	940	418	523		

Input Data

ROAD NAME: PGA Blvd
 CURRENT YEAR: 2015 ✓
 ANALYSIS YEAR: 2030 ✓
 GROWTH RATE: 0.81%

STATION: 2609
 FROM: Midpoint
 TO: N Military Tri
 COUNT DATE: 2/23/2015
 PSF: 1

Report Created: 10/26/2015

Link Analysis

Time Period Direction	AM			PM		
	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	4217	2306	1911	4210	1995	2215
Peak Volume	4217	2306	1911	4210	1995	2215
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	4217	2306	1911	4210	1995	2215

Committed Developments	AM			PM			Type	% Complete
Old Palm Golf Club	58	43	15	72	27	45	Res	45%
Parcel 4.03/4.06	0	0	0	0	0	0	Res	100%
Central Gardens	10	5	4	19	9	9	NR	50%
Paloma	4	1	3	5	3	2	Res	75%
Regional Center DRI	8	5	3	16	7	9	NR	97%
Legend at the Gardens	0	0	0	0	0	0	NR	100%
Palm Beach Community Church	10	5	5	19	9	10	NR	90%
PGA Commons (Parcels 2&3)	5	2	3	15	8	7	NR	95%
Donald Ross Village	1	1	1	3	1	1	NR	80%
Northlake Square East	0	0	0	0	0	0	NR	100%
Gardens Station East & West	0	0	0	0	0	0	NR	100%
Legacy Place Commercial	3	2	1	10	5	5	NR	90%
Southampton	39	31	8	51	18	33	Res	0%
The Pointe	0	0	0	0	0	0	NR	100%
Parcel 5B	29	21	8	42	15	27	NR	44%
Parcel 5A	105	86	19	98	20	77	NR	0%
Florida Research Park	192	25	167	240	195	45	NR	15%
Mirasol	49	29	20	42	18	24	Res	95%
Abacoa DRI	11	5	6	15	7	8	NR	68%
Cimarron Cove	63	28	35	100	54	46	NR	0%
Covenant Church Site	0	0	0	0	0	0	NR	100%
Minto West	41	20	21	83	57	25	NR	0%
Palm Beach Gradens Elem.	8	4	4	3	1	1	NR	65%
Divosta Office Parcel II Bank	14	5	9	24	14	10	NR	0%
PBOI Medical Campus	6	4	1	8	2	6	NR	0%
Loehmann's Plaza	26	20	6	86	40	46	NR	7%
FAU Jupiter	27	5	22	26	21	5	NR	20%
Briger West	28	6	22	47	28	19	Res	0%
Briger East	115	83	32	131	43	88	NR	0%
Franklin Academy PBG	0	0	0	0	0	0	NR	100%
LA FITNESS PLAZA	8	4	4	19	10	9	NR	87%
Ballenisies SE Outparcel	104	22	82	131	95	37	NR	0%
Total Committed Developments	964	462	501	1305	707	594		
Total Committed Residential	178	110	68	217	94	123		
Total Committed Non-Residential	786	352	433	1088	613	471		
Double Count Reduction	45	28	17	54	24	31		
Total Discounted Committed Developments	919	434	484	1251	683	563		

Scenarios 2-4

Input Data

ROAD NAME: PGA Blvd
 CURRENT YEAR: 2015
 ANALYSIS YEAR: 2030
 GROWTH RATE: 0.81%

STATION: 2609
 FROM: Central Blvd
 TO: Midpoint
 COUNT DATE: 2/23/2015
 PSF: 1

Report Created: 10/26/2015

Link Analysis

Time Period Direction	AM			PM		
	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	4217	2306	1911	4210	1995	2215
Peak Volume	4217	2306	1911	4210	1995	2215
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	4217	2306	1911	4210	1995	2215

Committed Developments							Type	% Complete
Old Palm Golf Club	58	43	15	72	27	45	Res	45%
Parcel 4.03/4.06	0	0	0	0	0	0	Res	100%
Central Gardens	10	5	4	19	9	9	NR	50%
Paloma	4	1	3	5	3	2	Res	75%
Regional Center DRI	8	5	3	16	7	9	NR	97%
Legend at the Gardens	0	0	0	0	0	0	NR	100%
Palm Beach Community Church	9	5	4	16	9	8	NR	90%
PGA Commons (Parcels 2&3)	3	2	1	9	4	5	NR	95%
Donald Ross Village	1	1	1	3	1	1	NR	80%
Northlake Square East	0	0	0	0	0	0	NR	100%
Gardens Station East & West	0	0	0	0	0	0	NR	100%
Legacy Place Commercial	3	2	1	10	5	5	NR	90%
Southampton	39	31	8	51	18	33	Res	0%
The Pointe	0	0	0	0	0	0	NR	100%
Parcel 5B	29	21	8	42	15	27	NR	44%
Parcel 5A	105	86	19	98	20	77	NR	0%
Florida Research Park	192	25	167	240	195	45	NR	15%
Mirasol	49	29	20	42	18	24	Res	95%
Abacoa DRI	11	5	6	15	7	8	NR	68%
Cimarron Cove	63	28	35	100	54	46	NR	0%
Covenant Church Site	0	0	0	0	0	0	NR	100%
Minto West	41	20	21	83	57	25	NR	0%
Palm Beach Gradens Elem.	8	4	4	3	1	1	NR	65%
Divosta Office Parcel II Bank	7	5	2	12	5	7	NR	0%
PBOI Medical Campus	6	4	1	8	2	6	NR	0%
Loehmann's Plaza	26	20	6	86	40	46	NR	7%
FAU Jupiter	27	5	22	26	21	5	NR	20%
Briger West	28	6	22	47	28	19	Res	0%
Briger East	115	83	32	131	43	88	NR	0%
Franklin Academy PBG	0	0	0	0	0	0	NR	100%
LA FITNESS PLAZA	8	4	4	19	10	9	NR	87%
Ballenises 5E Outparcel	104	22	82	131	95	37	NR	0%
Total Committed Developments	954	462	491	1284	694	587		
Total Committed Residential	178	110	68	217	94	123		
Total Committed Non-Residential	776	352	423	1067	600	464		
Double Count Reduction	45	28	17	54	24	31		
Total Discounted Committed Developments	909	434	474	1230	670	556		

Scenarios 2-4

Input Data

ROAD NAME: Central Blvd STATION: 2608
 CURRENT YEAR: 2015 ✓ FROM: Pga Blvd
 ANALYSIS YEAR: 2030 ✓ TO: Midpoint
 GROWTH RATE: 2.98% COUNT DATE: 2/2/2015
 PSF: 1

Report Created: 10/26/2015

Link Analysis

Time Period Direction	AM			PM		
	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	2180	1174	1008	1480	659	902
Peak Volume	2180	1174	1008	1480	659	902
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	2180	1174	1008	1480	659	902

Committed Developments							Type	% Complete
Frenchman's Reserve	4	1	3	5	3	2	Res	85%
Old Palm Golf Club	33	8	25	41	26	15	Res	45%
Parcel 4.03/4.06	0	0	0	0	0	0	Res	100%
Central Gardens	29	13	16	57	28	28	NR	50%
Paloma	9	2	7	11	7	4	Res	75%
Regional Center DRI	2	1	1	4	2	2	NR	97%
Legend at the Gardens	0	0	0	0	0	0	NR	100%
Palm Beach Community Church	2	1	1	4	2	2	NR	90%
PGA Commons (Parcels 2&3)	1	0	1	2	1	1	NR	95%
Donald Ross Village	20	10	10	36	18	18	NR	80%
Gardens Station East & West	0	0	0	0	0	0	NR	100%
Legacy Place Commercial	0	0	0	1	1	1	NR	90%
Southampton	61	13	48	79	51	28	Res	0%
Hood Road Residential	5	1	4	6	4	2	Res	50%
The Pointe	0	0	0	0	0	0	NR	100%
Parcel 5B	6	2	5	9	6	3	NR	44%
Mirasol	5	2	3	4	2	2	Res	95%
Abacoa DRI	76	36	40	106	51	55	NR	68%
Cimarron Cove	132	74	59	209	97	113	NR	0%
Frenchman's Crossing	0	0	0	0	0	0	NR	100%
Loehmann's Plaza	5	1	4	17	9	8	NR	7%
FAU Jupiter	107	88	19	103	20	83	NR	20%
Briger West	61	14	47	103	61	41	Res	0%
Briger East	538	389	149	613	201	412	NR	0%
Jewish Community Center	46	26	20	16	6	10	NR	50%
Franklin Academy PBG	0	0	0	0	0	0	NR	100%
LA FITNESS PLAZA	3	1	2	8	4	4	NR	87%
Ballenises SE Outparcel	23	5	18	29	21	8	NR	0%
Total Committed Developments	1168	688	482	1463	621	842		
Total Committed Residential	178	41	137	249	154	94		
Total Committed Non-Residential	990	647	345	1214	467	748		
Double Count Reduction	45	10	34	62	39	24		
Total Discounted Committed Developments	1123	678	448	1401	582	818		

Scenarios 2-4 ✓

Input Data

ROAD NAME: Central Blvd STATION: 2608
 CURRENT YEAR: 2015 FROM: Midpoint
 ANALYSIS YEAR: 2030 TO: Hood Rd
 GROWTH RATE: 2.98% COUNT DATE: 2/2/2015
 PSF: 1

Report Created: 10/26/2015

Link Analysis

Time Period Direction	AM			PM		
	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	2180	1174	1008	1480	659	902
Peak Volume	2180	1174	1008	1480	659	902
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	2180	1174	1008	1480	659	902

Committed Developments							Type	% Complete
Frenchman's Reserve	4	1	3	5	3	2	Res	85%
Old Palm Golf Club	48	36	12	60	22	38	Res	45%
Parcel 4.03/4.06	0	0	0	0	0	0	Res	100%
Central Gardens	84	47	37	165	83	83	NR	50%
Paloma	11	8	2	14	5	9	Res	75%
Regional Center DRI	2	1	1	4	2	2	NR	97%
Legend at the Gardens	0	0	0	0	0	0	NR	100%
Palm Beach Community Church	2	1	1	4	2	2	NR	90%
PGA Commons (Parcels 2&3)	1	0	1	2	1	1	NR	95%
Donald Ross Village	20	10	10	36	18	18	NR	80%
Gardens Station East & West	0	0	0	0	0	0	NR	100%
Legacy Place Commercial	0	0	0	1	1	1	NR	90%
Southampton	33	26	7	43	15	28	Res	0%
Hood Road Residential	5	1	4	6	4	2	Res	50%
The Pointe	0	0	0	0	0	0	NR	100%
Parcel 5B	6	2	5	9	6	3	NR	44%
Mirasol	5	2	3	4	2	2	Res	95%
Abacoa DRI	76	36	40	106	51	55	NR	68%
Cimarron Cove	246	109	137	389	209	180	NR	0%
Frenchman's Crossing	0	0	0	0	0	0	NR	100%
Loehmann's Plaza	5	1	4	17	9	8	NR	7%
FAU Jupiter	107	88	19	103	20	83	NR	20%
Briger West	61	14	47	103	61	41	Res	0%
Briger East	538	389	149	613	201	412	NR	0%
Jewish Community Center	46	26	20	16	6	10	NR	50%
Franklin Academy PBG	0	0	0	0	0	0	NR	100%
LA FITNE55 PLAZA	3	1	2	8	4	4	NR	87%
Ballenisles 5E Outparcel	23	5	18	29	21	8	NR	0%
Total Committed Developments	1326	804	522	1737	746	992		
Total Committed Residential	167	88	78	235	112	122		
Total Committed Non-Residential	1159	716	444	1502	634	870		
Double Count Reduction	42	22	20	59	28	31		
Total Discounted Committed Developments	1284	782	502	1678	718	961		

APPENDIX C

INTERSECTION ANALYSIS SHEET

PBG Tennis/Regional Park - Existing

PGA Blvd & Shady Lakes Dr (Existing Geometrics)

Growth Rate = NA
 Peak Season = 1.08
 Buildout Year = 2015
 Years = 0

AM Peak Hour												
Intersection Volume Development												
	Northbound			Southbound			Eastbound			Westbound		
	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT
Existing Volume (9/17/15)	54	1	30	28	1	30	16	2123	39	62	1499	9
Peak Season Volume	58	1	32	30	1	32	17	2,293	42	67	1,619	10
Bkgd (Growth + Exist)	58	1	32	30	1	32	17	2,293	42	67	1,619	10
% Project Traffic	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Direction	in	in	in	out	out	out	in	out	in	in	in	in
Project Traffic	0	0	0	0	0	0	0	0	0	0	0	0
Total	58	1	32	30	1	32	17	2,293	42	67	1,619	10

PM Peak Hour												
Intersection Volume Development												
	Northbound			Southbound			Eastbound			Westbound		
	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT
Existing Volume (9/17/15)	64	4	70	24	4	12	34	1572	63	153	2013	35
Peak Season Volume	69	4	76	26	4	13	37	1,698	68	165	2,174	38
Bkgd (Growth + Exist)	69	4	76	26	4	13	37	1,698	68	165	2,174	38
% Project Traffic	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Direction	in	in	in	out	out	out	in	out	in	in	in	in
Project Traffic	0	0	0	0	0	0	0	0	0	0	0	0
Total	69	4	76	26	4	13	37	1,698	68	165	2,174	38

INTERSECTION ANALYSIS SHEET PBG Tennis/Regional Park - Scenario 1

PGA Blvd & Shady Lakes Dr (Existing Geometrics)

Growth Rate = 1.00%
 Peak Season = 1.08
 Buildout Year = 2020
 Years = 5

AM Peak Hour

Intersection Volume Development

	Northbound			Southbound			Eastbound			Westbound		
	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT
Existing Volume (9/17/15)	54	1	30	28	1	30	16	2123	39	62	1499	9
Peak Season Volume	58	1	32	30	1	32	17	2,293	42	67	1,619	10
Bkgd (Growth + Exist)	61	1	34	32	1	34	18	2,410	44	70	1,702	10
Approved Projects	0	0	0	9	0	4	1	348	0	0	335	3
% Project Traffic	0%	0%	0%	0%	0%	0%	0%	30%	0%	0%	30%	0%
Direction	in	in	in	out	out	out	in	out	in	in	in	in
Project Traffic	0	0	0	0	0	0	0	1	0	0	1	0
Total	61	1	34	41	1	38	19	2,759	44	70	2,038	13

PM Peak Hour

Intersection Volume Development

	Northbound			Southbound			Eastbound			Westbound		
	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT
Existing Volume (9/17/15)	64	4	70	24	4	12	34	1572	63	153	2013	35
Peak Season Volume	69	4	76	26	4	13	37	1,698	68	165	2,174	38
Bkgd (Growth + Exist)	73	5	79	27	5	14	39	1,784	72	174	2,285	40
Approved Projects	0	0	0	0	0	0	0	482	0	0	449	0
% Project Traffic	0%	0%	0%	0%	0%	0%	0%	30%	0%	0%	30%	0%
Direction	in	in	in	out	out	out	in	out	in	in	in	in
Project Traffic	0	0	0	0	0	0	0	3	0	0	3	0
Total	73	5	79	27	5	14	39	2,269	72	174	2,737	40

INTERSECTION ANALYSIS SHEET

PBG Tennis/Regional Park - Scenario 3

PGA Blvd & Shady Lakes Dr

(Existing Geometrics)

Growth Rate = 0.50%
 Peak Season = 1.08
 Buildout Year = 2030
 Years = 15

AM Peak Hour

Intersection Volume Development

	Northbound			Southbound			Eastbound			Westbound		
	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT
Existing Volume (9/17/15)	54	1	30	28	1	30	16	2123	39	62	1499	9
Peak Season Volume	58	1	32	30	1	32	17	2,293	42	67	1,619	10
Bkgd (Growth + Exist)	63	1	35	33	1	35	19	2,471	45	72	1,745	10
Approved Projects	0	0	0	9	0	4	1	434	0	0	484	3
% Project Traffic	0%	0%	0%	0%	0%	0%	0%	30%	0%	0%	30%	0%
Direction	in	in	in	out	out	out	in	out	in	in	in	in
Project Traffic	0	0	0	0	0	0	0	2	0	0	2	0
Total	63	1	35	42	1	39	20	2,907	45	72	2,231	13

PM Peak Hour

Intersection Volume Development

	Northbound			Southbound			Eastbound			Westbound		
	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT
Existing Volume (9/17/15)	64	4	70	24	4	12	34	1572	63	153	2013	35
Peak Season Volume	69	4	76	26	4	13	37	1,698	68	165	2,174	38
Bkgd (Growth + Exist)	74	5	81	28	5	14	40	1,830	73	178	2,343	41
Approved Projects	0	0	0	0	0	0	0	683	0	0	563	0
% Project Traffic	0%	0%	0%	0%	0%	0%	0%	30%	0%	0%	30%	0%
Direction	in	in	in	out	out	out	in	out	in	in	in	in
Project Traffic	0	0	0	0	0	0	0	7	0	0	11	0
Total	74	5	81	28	5	14	40	2,520	73	178	2,917	41

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INTERSECTION ANALYSIS SHEET

PBG Tennis/Regional Park - Scenario 4

PGA Blvd & Shady Lakes Dr

(Proposed Extension of Shady Lakes Drive to 117th Ct)

Growth Rate = 0.50%
 Peak Season = 1.08
 Buildout Year = 2030
 Years = 15

AM Peak Hour

Intersection Volume Development

	Northbound			Southbound			Eastbound			Westbound		
	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT
Existing Volume (9/17/15)	54	1	30	28	1	30	16	2123	39	62	1499	9
Peak Season Volume	58	1	32	30	1	32	17	2,293	42	67	1,619	10
Bkgd (Growth + Exist)	63	1	35	33	1	35	19	2,471	45	72	1,745	10
Approved Projects	0	0	0	9	0	4	1	434	0	0	484	3
Diversions from 117th Ct.	0	0	0	229	0	46	50	46	0	0	50	250
% Project Traffic	0%	0%	0%	30%	0%	15%	15%	0%	0%	0%	0%	30%
Direction	in	in	in	out	out	out	in	out	in	in	in	in
Project Traffic	0	0	0	2	0	1	1	0	0	0	0	2
Total	63	1	35	273	1	86	71	2,951	45	72	2,279	265

PM Peak Hour

Intersection Volume Development

	Northbound			Southbound			Eastbound			Westbound		
	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT
Existing Volume (9/17/15)	64	4	70	24	4	12	34	1572	63	153	2013	35
Peak Season Volume	69	4	76	26	4	13	37	1,698	68	165	2,174	38
Bkgd (Growth + Exist)	74	5	81	28	5	14	40	1,830	73	178	2,343	41
Approved Projects	0	0	0	0	0	0	0	683	0	0	563	0
Diversions	0	0	0	153	0	31	24	31	0	0	24	118
% Project Traffic	0%	0%	0%	30%	0%	15%	15%	0%	0%	0%	0%	30%
Direction	in	in	in	out	out	out	in	out	in	in	in	in
Project Traffic	0	0	0	7	0	4	6	0	0	0	0	11
Total	74	5	81	188	5	48	69	2,544	73	178	2,930	170

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SHORT REPORT

General Information	Site Information
Analyst <i>PTC</i>	Intersection <i>PGA Blvd & Shady Lakes</i>
Agency or Co. <i>#14-002Q</i>	Area Type <i>All other areas</i>
Date Performed <i>10/27/15</i>	Jurisdiction <i>PBC - Existing Timing</i>
Time Period <i>AM Pk - Existing</i>	Analysis Year <i>2015 - Existing Geometry</i>

Volume and Timing Input												
	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Number of Lanes	1	3	0	1	3	0	1	1	0	1	1	0
Lane Group	L	TR		L	TR		L	TR		L	TR	
Volume (vph)	17	2293	42	67	1619	10	58	1	32	30	1	32
% Heavy Vehicles	2	2	2	2	2	2	2	2	2	2	2	2
PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Pretimed/Actuated (P/A)	A	A	A	A	A	A	A	A	A	A	A	A
Startup Lost Time	2.0	2.0		2.0	2.0		2.0	2.0		2.0	2.0	
Extension of Effective Green	2.0	2.0		2.0	2.0		2.0	2.0		2.0	2.0	
Arrival Type	3	4		3	4		3	3		3	3	
Unit Extension	3.0	3.0		3.0	3.0		3.0	3.0		3.0	3.0	
Ped/Bike/RTOR Volume	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width	12.0	12.0		12.0	12.0		12.0	12.0		12.0	12.0	
Parking/Grade/Parking	N	0	N	N	0	N	N	0	N	N	0	N
Parking/Hour												
Bus Stops/Hour	0	0		0	0		0	0		0	0	
Minimum Pedestrian Time		3.2			3.2			3.2			3.2	
Phasing	Excl. Left	EW Perm	03	04	NS Perm	06	07	08				
Timing	G = 13.0	G = 115.0	G = 0.0	G = 0.0	G = 20.0	G = 0.0	G = 0.0	G = 0.0				
	Y = 7	Y = 7.5	Y = 0	Y = 0	Y = 7.5	Y = 0	Y = 0	Y = 0				
Duration of Analysis (hrs) = 0.25						Cycle Length C = 170.0						

Lane Group Capacity, Control Delay, and LOS Determination												
	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Adjusted Flow Rate	18	2458		71	1715		61	35		32	35	
Lane Group Capacity	292	3423		196	3429		161	187		161	187	
v/c Ratio	0.06	0.72		0.36	0.50		0.38	0.19		0.20	0.19	
Green Ratio	0.80	0.68		0.80	0.68		0.12	0.12		0.12	0.12	
Uniform Delay d ₁	3.9	17.3		9.3	13.4		69.3	67.7		67.8	67.7	
Delay Factor k	0.11	0.28		0.11	0.11		0.11	0.11		0.11	0.11	
Incremental Delay d ₂	0.1	0.7		1.1	0.1		1.5	0.5		0.6	0.5	
PF Factor	1.000	0.348		1.000	0.348		1.000	1.000		1.000	1.000	
Control Delay	4.0	6.8		10.5	4.8		70.8	68.2		68.4	68.2	
Lane Group LOS	A	A		B	A		E	E		E	E	
Approach Delay	6.8			5.0			69.8			68.3		
Approach LOS	A			A			E			E		
Intersection Delay	8.4			Intersection LOS						A		

SHORT REPORT

General Information	Site Information
Analyst <i>PTC</i>	Intersection <i>PGA Blvd & Shady Lakes</i>
Agency or Co. <i>#14-002Q</i>	Area Type <i>All other areas</i>
Date Performed <i>12/3/15</i>	Jurisdiction <i>PBC - Existing Timing</i>
Time Period <i>AM Pk - Scenario 1</i>	Analysis Year <i>2020 - Existing Geometry</i>

Volume and Timing Input												
	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Number of Lanes	1	3	0	1	3	0	1	1	0	1	1	0
Lane Group	L	TR		L	TR		L	TR		L	TR	
Volume (vph)	19	2759	44	70	2038	13	61	1	34	41	1	38
% Heavy Vehicles	2	2	2	2	2	2	2	2	2	2	2	2
PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Pretimed/Actuated (P/A)	A	A	A	A	A	A	A	A	A	A	A	A
Startup Lost Time	2.0	2.0		2.0	2.0		2.0	2.0		2.0	2.0	
Extension of Effective Green	2.0	2.0		2.0	2.0		2.0	2.0		2.0	2.0	
Arrival Type	3	4		3	4		3	3		3	3	
Unit Extension	3.0	3.0		3.0	3.0		3.0	3.0		3.0	3.0	
Ped/Bike/RTOR Volume	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width	12.0	12.0		12.0	12.0		12.0	12.0		12.0	12.0	
Parking/Grade/Parking	N	0	N	N	0	N	N	0	N	N	0	N
Parking/Hour												
Bus Stops/Hour	0	0		0	0		0	0		0	0	
Minimum Pedestrian Time		3.2			3.2			3.2			3.2	
Phasing	Excl. Left	EW Perm	03	04	NS Perm	06	07	08				
Timing	G = 13.0	G = 115.0	G = 0.0	G = 0.0	G = 20.0	G = 0.0	G = 0.0	G = 0.0				
	Y = 7	Y = 7.5	Y = 0	Y = 0	Y = 7.5	Y = 0	Y = 0	Y = 0				
Duration of Analysis (hrs) = 0.25						Cycle Length C = 170.0						

Lane Group Capacity, Control Delay, and LOS Determination												
	EB			WB			NB			SB		
	Adjusted Flow Rate	20	2950		74	2159		64	37		43	41
Lane Group Capacity	226	3424		179	3429		160	187		161	187	
v/c Ratio	0.09	0.86		0.41	0.63		0.40	0.20		0.27	0.22	
Green Ratio	0.80	0.68		0.80	0.68		0.12	0.12		0.12	0.12	
Uniform Delay d ₁	4.6	21.3		31.1	15.5		69.4	67.8		68.3	67.9	
Delay Factor k	0.11	0.39		0.11	0.21		0.11	0.11		0.11	0.11	
Incremental Delay d ₂	0.2	2.5		1.6	0.4		1.6	0.5		0.9	0.6	
PF Factor	1.000	0.348		1.000	0.348		1.000	1.000		1.000	1.000	
Control Delay	4.8	9.9		32.6	5.8		71.1	68.3		69.2	68.5	
Lane Group LOS	A	A		C	A		E	E		E	E	
Approach Delay	9.9			6.7			70.1			68.9		
Approach LOS	A			A			E			E		
Intersection Delay	10.6			Intersection LOS						B		

SHORT REPORT

General Information	Site Information
Analyst <i>PTC</i>	Intersection <i>PGA Blvd & Shady Lakes</i>
Agency or Co. <i>#14-002Q</i>	Area Type <i>All other areas</i>
Date Performed <i>10/27/15</i>	Jurisdiction <i>PBC - Existing Timing</i>
Time Period <i>AM Pk - Scenario 3</i>	Analysis Year <i>2030 - Existing Geometry</i>

Volume and Timing Input												
	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Number of Lanes	1	3	0	1	3	0	1	1	0	1	1	0
Lane Group	L	TR		L	TR		L	TR		L	TR	
Volume (vph)	20	2907	45	72	2231	13	63	1	35	42	1	39
% Heavy Vehicles	2	2	2	2	2	2	2	2	2	2	2	2
PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Pretimed/Actuated (P/A)	A	A	A	A	A	A	A	A	A	A	A	A
Startup Lost Time	2.0	2.0		2.0	2.0		2.0	2.0		2.0	2.0	
Extension of Effective Green	2.0	2.0		2.0	2.0		2.0	2.0		2.0	2.0	
Arrival Type	3	4		3	4		3	3		3	3	
Unit Extension	3.0	3.0		3.0	3.0		3.0	3.0		3.0	3.0	
Ped/Bike/RTOR Volume	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width	12.0	12.0		12.0	12.0		12.0	12.0		12.0	12.0	
Parking/Grade/Parking	N	0	N	N	0	N	N	0	N	N	0	N
Parking/Hour												
Bus Stops/Hour	0	0		0	0		0	0		0	0	
Minimum Pedestrian Time		3.2			3.2			3.2			3.2	
Phasing	Excl. Left	EW Perm	03	04	NS Perm	06	07	08				
Timing	G = 13.0	G = 115.0	G = 0.0	G = 0.0	G = 20.0	G = 0.0	G = 0.0	G = 0.0				
	Y = 7	Y = 7.5	Y = 0	Y = 0	Y = 7.5	Y = 0	Y = 0	Y = 0				
Duration of Analysis (hrs) = 0.25						Cycle Length C = 170.0						

Lane Group Capacity, Control Delay, and LOS Determination												
	EB			WB			NB			SB		
	Adjusted Flow Rate	21	3107		76	2362		66	38		44	42
Lane Group Capacity	204	3425		179	3430		160	187		160	187	
v/c Ratio	0.10	0.91		0.42	0.69		0.41	0.20		0.28	0.22	
Green Ratio	0.80	0.68		0.80	0.68		0.12	0.12		0.12	0.12	
Uniform Delay d ₁	5.3	23.0		37.3	16.7		69.6	67.8		68.4	68.0	
Delay Factor k	0.11	0.43		0.11	0.26		0.11	0.11		0.11	0.11	
Incremental Delay d ₂	0.2	4.0		1.6	0.6		1.7	0.5		0.9	0.6	
PF Factor	1.000	0.348		1.000	0.348		1.000	1.000		1.000	1.000	
Control Delay	5.6	12.0		38.9	6.4		71.3	68.3		69.3	68.6	
Lane Group LOS	A	B		D	A		E	E		E	E	
Approach Delay	12.0			7.4			70.2			69.0		
Approach LOS	B			A			E			E		
Intersection Delay	12.0			Intersection LOS						B		

SHORT REPORT

General Information	Site Information
Analyst <i>PTC</i>	Intersection <i>PGA Blvd & Shady Lakes</i>
Agency or Co. <i>#14-002Q</i>	Area Type <i>All other areas</i>
Date Performed <i>12/3/15</i>	Jurisdiction <i>PBC - Existing Timing</i>
Time Period <i>AM Pk - Scenario 4</i>	Analysis Year <i>2030 - Existing Geometry</i>

Volume and Timing Input												
	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Number of Lanes	1	3	0	1	3	0	1	1	0	1	1	0
Lane Group	L	TR		L	TR		L	TR		L	TR	
Volume (vph)	71	2951	45	72	2279	265	63	1	35	273	1	35
% Heavy Vehicles	2	2	2	2	2	2	2	2	2	2	2	2
PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Pretimed/Actuated (P/A)	A	A	A	A	A	A	A	A	A	A	A	A
Startup Lost Time	2.0	2.0		2.0	2.0		2.0	2.0		2.0	2.0	
Extension of Effective Green	2.0	2.0		2.0	2.0		2.0	2.0		2.0	2.0	
Arrival Type	3	4		3	4		3	3		3	3	
Unit Extension	3.0	3.0		3.0	3.0		3.0	3.0		3.0	3.0	
Ped/Bike/RTOR Volume	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width	12.0	12.0		12.0	12.0		12.0	12.0		12.0	12.0	
Parking/Grade/Parking	N	0	N	N	0	N	N	0	N	N	0	N
Parking/Hour												
Bus Stops/Hour	0	0		0	0		0	0		0	0	
Minimum Pedestrian Time		3.2			3.2			3.2			3.2	
Phasing	Excl. Left	EW Perm	03	04	NS Perm	06	07	08				
Timing	G = 13.0	G = 115.0	G = 0.0	G = 0.0	G = 20.0	G = 0.0	G = 0.0	G = 0.0				
	Y = 7	Y = 7.5	Y = 0	Y = 0	Y = 7.5	Y = 0	Y = 0	Y = 0				
Duration of Analysis (hrs) = 0.25						Cycle Length C = 170.0						

Lane Group Capacity, Control Delay, and LOS Determination												
	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Adjusted Flow Rate	75	3153		76	2678		66	38		287	38	
Lane Group Capacity	179	3425		179	3379		160	187		160	187	
v/c Ratio	0.42	0.92		0.42	0.79		0.41	0.20		1.79	0.20	
Green Ratio	0.80	0.68		0.80	0.68		0.12	0.12		0.12	0.12	
Uniform Delay d ₁	26.6	23.6		39.3	19.2		69.6	67.8		75.0	67.8	
Delay Factor k	0.11	0.44		0.11	0.34		0.11	0.11		0.50	0.11	
Incremental Delay d ₂	1.6	4.7		1.6	1.4		1.7	0.5		381.0	0.5	
PF Factor	1.000	0.348		1.000	0.348		1.000	1.000		1.000	1.000	
Control Delay	28.2	12.9		40.9	8.0		71.3	68.3		456.0	68.3	
Lane Group LOS	C	B		D	A		E	E		F	E	
Approach Delay	13.3			8.9			70.2			410.7		
Approach LOS	B			A			E			F		
Intersection Delay	32.5			Intersection LOS						C		

SHORT REPORT

General Information	Site Information
Analyst <i>PTC</i>	Intersection <i>PGA Blvd & Shady Lakes</i>
Agency or Co. <i>#14-002Q</i>	Area Type <i>All other areas</i>
Date Performed <i>12/22/15</i>	Jurisdiction <i>PBC - Proposed Timing</i>
Time Period <i>AM Pk - Scenario 4</i>	Analysis Year <i>2030 SB Dual Left</i>

	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Number of Lanes	1	3	0	1	3	0	1	1	0	2	1	0
Lane Group	L	TR		L	TR		L	TR		L	TR	
Volume (vph)	71	2951	45	72	2279	265	63	1	35	273	1	35
% Heavy Vehicles	2	2	2	2	2	2	2	2	2	2	2	2
PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Pretimed/Actuated (P/A)	A	A	A	A	A	A	A	A	A	A	A	A
Startup Lost Time	2.0	2.0		2.0	2.0		2.0	2.0		2.0	2.0	
Extension of Effective Green	2.0	2.0		2.0	2.0		2.0	2.0		2.0	2.0	
Arrival Type	3	4		3	4		3	3		3	3	
Unit Extension	3.0	3.0		3.0	3.0		3.0	3.0		3.0	3.0	
Ped/Bike/RTOR Volume	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width	12.0	12.0		12.0	12.0		12.0	12.0		12.0	12.0	
Parking/Grade/Parking	N	0	N	N	0	N	N	0	N	N	0	N
Parking/Hour												
Bus Stops/Hour	0	0		0	0		0	0		0	0	
Minimum Pedestrian Time		3.2			3.2			3.2			3.2	

Phasing	Excl. Left	EW Perm	03	04	SB Only	NB Only	07	08
Timing	G = 8.0	G = 99.0	G = 0.0	G =	G = 21.0	G = 13.0	G =	G =
	Y = 7	Y = 7.5	Y = 0	Y =	Y = 7.5	Y = 7	Y =	Y =
Duration of Analysis (hrs) = 0.25						Cycle Length C = 170.0		

Lane Group Capacity, Control Delay, and LOS Determination												
	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Adjusted Flow Rate	75	3153		76	2678		66	38		287	38	
Lane Group Capacity	127	2948		127	2909		135	122		425	197	
v/c Ratio	0.59	1.07		0.60	0.92		0.49	0.31		0.68	0.19	
Green Ratio	0.67	0.58		0.67	0.58		0.08	0.08		0.12	0.12	
Uniform Delay d ₁	36.4	35.5		44.5	32.0		75.3	74.3		71.2	66.9	
Delay Factor k	0.18	0.50		0.19	0.44		0.11	0.11		0.25	0.11	
Incremental Delay d ₂	7.1	38.9		7.6	5.5		2.8	1.5		4.2	0.5	
PF Factor	1.000	0.615		1.000	0.615		1.000	1.000		1.000	1.000	
Control Delay	43.5	60.7		52.1	25.1		78.1	75.7		75.5	67.4	
Lane Group LOS	D	E		D	C		E	E		E	E	
Approach Delay	60.3			25.9			77.2			74.5		
Approach LOS	E			C			E			E		
Intersection Delay	46.5			Intersection LOS						D		

SHORT REPORT

General Information	Site Information
Analyst <i>PTC</i>	Intersection <i>PGA Blvd & Shady Lakes</i>
Agency or Co. <i>#14-002Q</i>	Area Type <i>All other areas</i>
Date Performed <i>12/3/15</i>	Jurisdiction <i>PBC - Proposed Timing</i>
Time Period <i>AM Pk - Scenario 4</i>	Analysis Year <i>2030 SB Restripe</i>

Volume and Timing Input												
	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Number of Lanes	1	3	0	1	3	0	1	1	0	1	1	0
Lane Group	L	TR		L	TR		L	TR		L	LTR	
Volume (vph)	71	2951	45	72	2279	265	63	1	35	273	1	35
% Heavy Vehicles	2	2	2	2	2	2	2	2	2	2	2	2
PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Pretimed/Actuated (P/A)	A	A	A	A	A	A	A	A	A	A	A	A
Startup Lost Time	2.0	2.0		2.0	2.0		2.0	2.0		2.0	2.0	
Extension of Effective Green	2.0	2.0		2.0	2.0		2.0	2.0		2.0	2.0	
Arrival Type	3	4		3	4		3	3		3	3	
Unit Extension	3.0	3.0		3.0	3.0		3.0	3.0		3.0	3.0	
Ped/Bike/RTOR Volume	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width	12.0	12.0		12.0	12.0		12.0	12.0		12.0	12.0	
Parking/Grade/Parking	N	0	N	N	0	N	N	0	N	N	0	N
Parking/Hour												
Bus Stops/Hour	0	0		0	0		0	0		0	0	
Minimum Pedestrian Time		3.2			3.2			3.2			3.2	
Phasing	Excl. Left	EW Perm	03	04	SB Only	NB Only	07	08				
Timing	G = 8.0	G = 97.0	G = 0.0	G =	G = 23.0	G = 13.0	G =	G =				
	Y = 7	Y = 7.5	Y = 0	Y =	Y = 7.5	Y = 7	Y =	Y =				
Duration of Analysis (hrs) = 0.25							Cycle Length C = 170.0					

Lane Group Capacity, Control Delay, and LOS Determination												
	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Adjusted Flow Rate	75	3153		76	2678		66	38		158	167	
Lane Group Capacity	127	2889		127	2850		135	122		239	235	
v/c Ratio	0.59	1.09		0.60	0.94		0.49	0.31		0.66	0.71	
Green Ratio	0.66	0.57		0.66	0.57		0.08	0.08		0.14	0.14	
Uniform Delay d ₁	37.6	36.5		43.6	33.8		75.3	74.3		69.8	70.3	
Delay Factor k	0.18	0.50		0.19	0.45		0.11	0.11		0.24	0.27	
Incremental Delay d ₂	7.1	47.6		7.6	7.1		2.8	1.5		6.6	9.6	
PF Factor	1.000	0.641		1.000	0.641		1.000	1.000		1.000	1.000	
Control Delay	44.7	70.9		51.1	28.7		78.1	75.7		76.4	79.9	
Lane Group LOS	D	E		D	C		E	E		E	E	
Approach Delay	70.3			29.3			77.2			78.2		
Approach LOS	E			C			E			E		
Intersection Delay	53.2			Intersection LOS						D		

SHORT REPORT

General Information	Site Information
Analyst <i>PTC</i>	Intersection <i>PGA Blvd & Shady Lakes</i>
Agency or Co. <i>#14-002Q</i>	Area Type <i>All other areas</i>
Date Performed <i>10/27/15</i>	Jurisdiction <i>PBC - Existing Timing</i>
Time Period <i>PM Pk - Existing</i>	Analysis Year <i>2015 - Existing Lanes</i>

Volume and Timing Input												
	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Number of Lanes	1	3	0	1	3	0	1	1	0	1	1	0
Lane Group	L	TR		L	TR		L	TR		L	TR	
Volume (vph)	37	1698	68	165	2174	38	69	4	76	26	4	13
% Heavy Vehicles	2	2	2	2	2	2	2	2	2	2	2	2
PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Pretimed/Actuated (P/A)	A	A	A	A	A	A	A	A	A	A	A	A
Startup Lost Time	2.0	2.0		2.0	2.0		2.0	2.0		2.0	2.0	
Extension of Effective Green	2.0	2.0		2.0	2.0		2.0	2.0		2.0	2.0	
Arrival Type	3	4		3	4		3	3		3	3	
Unit Extension	3.0	3.0		3.0	3.0		3.0	3.0		3.0	3.0	
Ped/Bike/RTOR Volume	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width	12.0	12.0		12.0	12.0		12.0	12.0		12.0	12.0	
Parking/Grade/Parking	N	0	N	N	0	N	N	0	N	N	0	N
Parking/Hour												
Bus Stops/Hour	0	0		0	0		0	0		0	0	
Minimum Pedestrian Time		3.2			3.2			3.2			3.2	

Phasing	Excl. Left	EW Perm	03	04	NS Perm	06	07	08
Timing	G = 13.0	G = 125.0	G = 0.0	G = 0.0	G = 20.0	G = 0.0	G = 0.0	G = 0.0
	Y = 7	Y = 7.5	Y = 0	Y = 0	Y = 7.5	Y = 0	Y = 0	Y = 0
Duration of Analysis (hrs) = 0.25						Cycle Length C = 180.0		

Lane Group Capacity, Control Delay, and LOS Determination												
	EB			WB			NB			SB		
	Adjusted Flow Rate	39	1859		174	2328		73	84		27	18
Lane Group Capacity	207	3503		267	3515		154	177		143	183	
v/c Ratio	0.19	0.53		0.65	0.66		0.47	0.47		0.19	0.10	
Green Ratio	0.81	0.69		0.81	0.69		0.11	0.11		0.11	0.11	
Uniform Delay d ₁	4.6	13.3		5.6	15.6		75.1	75.1		72.6	71.9	
Delay Factor k	0.11	0.13		0.23	0.24		0.11	0.11		0.11	0.11	
Incremental Delay d ₂	0.4	0.2		5.6	0.5		2.3	2.0		0.6	0.2	
PF Factor	1.000	0.279		1.000	0.279		1.000	1.000		1.000	1.000	
Control Delay	5.0	3.9		11.2	4.8		77.4	77.1		73.3	72.1	
Lane Group LOS	A	A		B	A		E	E		E	E	
Approach Delay	3.9			5.3			77.2			72.8		
Approach LOS	A			A			E			E		
Intersection Delay	7.8			Intersection LOS						A		

SHORT REPORT

General Information	Site Information
Analyst <i>PTC</i>	Intersection <i>PGA Blvd & Shady Lakes</i>
Agency or Co. <i>#14-002Q</i>	Area Type <i>All other areas</i>
Date Performed <i>12/3/15</i>	Jurisdiction <i>PBC - Existing Timing</i>
Time Period <i>PM Pk - Scenario 1</i>	Analysis Year <i>2020 - Existing Lanes</i>

Volume and Timing Input												
	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Number of Lanes	1	3	0	1	3	0	1	1	0	1	1	0
Lane Group	L	TR		L	TR		L	TR		L	TR	
Volume (vph)	39	2269	72	174	2737	40	73	5	79	27	5	14
% Heavy Vehicles	2	2	2	2	2	2	2	2	2	2	2	2
PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Pretimed/Actuated (P/A)	A	A	A	A	A	A	A	A	A	A	A	A
Startup Lost Time	2.0	2.0		2.0	2.0		2.0	2.0		2.0	2.0	
Extension of Effective Green	2.0	2.0		2.0	2.0		2.0	2.0		2.0	2.0	
Arrival Type	3	4		3	4		3	3		3	3	
Unit Extension	3.0	3.0		3.0	3.0		3.0	3.0		3.0	3.0	
Ped/Bike/RTOR Volume	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width	12.0	12.0		12.0	12.0		12.0	12.0		12.0	12.0	
Parking/Grade/Parking	N	0	N	N	0	N	N	0	N	N	0	N
Parking/Hour												
Bus Stops/Hour	0	0		0	0		0	0		0	0	
Minimum Pedestrian Time		3.2			3.2			3.2			3.2	

Phasing	Excl. Left	EW Perm	03	04	NS Perm	06	07	08
Timing	G = 13.0	G = 125.0	G = 0.0	G = 0.0	G = 20.0	G = 0.0	G = 0.0	G = 0.0
	Y = 7	Y = 7.5	Y = 0	Y = 0	Y = 7.5	Y = 0	Y = 0	Y = 0
Duration of Analysis (hrs) = 0.25						Cycle Length C = 180.0		

Lane Group Capacity, Control Delay, and LOS Determination												
	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Adjusted Flow Rate	41	2464		183	2923		77	88		28	20	
Lane Group Capacity	169	3508		194	3516		154	178		140	184	
v/c Ratio	0.24	0.70		0.94	0.83		0.50	0.49		0.20	0.11	
Green Ratio	0.81	0.69		0.81	0.69		0.11	0.11		0.11	0.11	
Uniform Delay d ₁	12.0	16.4		48.4	19.9		75.3	75.2		72.7	72.0	
Delay Factor k	0.11	0.27		0.46	0.37		0.11	0.11		0.11	0.11	
Incremental Delay d ₂	0.7	0.6		48.5	1.8		2.5	2.2		0.7	0.3	
PF Factor	1.000	0.279		1.000	0.279		1.000	1.000		1.000	1.000	
Control Delay	12.8	5.2		96.9	7.4		77.8	77.4		73.4	72.2	
Lane Group LOS	B	A		F	A		E	E		E	E	
Approach Delay	5.3			12.6			77.6			72.9		
Approach LOS	A			B			E			E		
Intersection Delay	11.8			Intersection LOS						B		

SHORT REPORT

General Information	Site Information
Analyst <i>PTC</i>	Intersection <i>PGA Blvd & Shady Lakes</i>
Agency or Co. <i>#14-002Q</i>	Area Type <i>All other areas</i>
Date Performed <i>12/3/15</i>	Jurisdiction <i>PBC - Existing Timing</i>
Time Period <i>PM Pk - Scenario 3</i>	Analysis Year <i>2030 - Existing Lanes</i>

Volume and Timing Input												
	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Number of Lanes	1	3	0	1	3	0	1	1	0	1	1	0
Lane Group	L	TR		L	TR		L	TR		L	TR	
Volume (vph)	40	2520	73	178	2917	41	74	5	81	28	5	14
% Heavy Vehicles	2	2	2	2	2	2	2	2	2	2	2	2
PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Pretimed/Actuated (P/A)	A	A	A	A	A	A	A	A	A	A	A	A
Startup Lost Time	2.0	2.0		2.0	2.0		2.0	2.0		2.0	2.0	
Extension of Effective Green	2.0	2.0		2.0	2.0		2.0	2.0		2.0	2.0	
Arrival Type	3	4		3	4		3	3		3	3	
Unit Extension	3.0	3.0		3.0	3.0		3.0	3.0		3.0	3.0	
Ped/Bike/RTOR Volume	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width	12.0	12.0		12.0	12.0		12.0	12.0		12.0	12.0	
Parking/Grade/Parking	N	0	N	N	0	N	N	0	N	N	0	N
Parking/Hour												
Bus Stops/Hour	0	0		0	0		0	0		0	0	
Minimum Pedestrian Time		3.2			3.2			3.2			3.2	
Phasing	Excl. Left	EW Perm	03	04	NS Perm	06	07	08				
Timing	G = 13.0	G = 125.0	G = 0.0	G = 0.0	G = 20.0	G = 0.0	G = 0.0	G = 0.0				
	Y = 7	Y = 7.5	Y = 0	Y = 0	Y = 7.5	Y = 0	Y = 0	Y = 0				
Duration of Analysis (hrs) = 0.25						Cycle Length C = 180.0						

Lane Group Capacity, Control Delay, and LOS Determination												
	EB			WB			NB			SB		
	Adjusted Flow Rate	42	2730		187	3114		78	90		29	20
Lane Group Capacity	169	3509		173	3517		154	178		138	184	
v/c Ratio	0.25	0.78		1.08	0.89		0.51	0.51		0.21	0.11	
Green Ratio	0.81	0.69		0.81	0.69		0.11	0.11		0.11	0.11	
Uniform Delay d ₁	18.5	18.3		59.4	21.8		75.4	75.3		72.8	72.0	
Delay Factor k	0.11	0.33		0.50	0.41		0.12	0.11		0.11	0.11	
Incremental Delay d ₂	0.8	1.2		91.6	3.1		2.7	2.3		0.8	0.3	
PF Factor	1.000	0.279		1.000	0.279		1.000	1.000		1.000	1.000	
Control Delay	19.2	6.3		151.1	9.1		78.1	77.7		73.6	72.2	
Lane Group LOS	B	A		F	A		E	E		E	E	
Approach Delay	6.5			17.2			77.9			73.0		
Approach LOS	A			B			E			E		
Intersection Delay	14.5			Intersection LOS						B		

SHORT REPORT

General Information	Site Information
Analyst <i>PTC</i>	Intersection <i>PGA Blvd & Shady Lakes</i>
Agency or Co. <i>#14-002Q</i>	Area Type <i>All other areas</i>
Date Performed <i>12/3/15</i>	Jurisdiction <i>PBC - Existing Timing</i>
Time Period <i>PM Pk - Scenario 4</i>	Analysis Year <i>2030 - Existing Lanes</i>

Volume and Timing Input												
	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Number of Lanes	1	3	0	1	3	0	1	1	0	1	1	0
Lane Group	L	TR		L	TR		L	TR		L	TR	
Volume (vph)	69	2544	73	178	2930	170	74	5	81	188	5	48
% Heavy Vehicles	2	2	2	2	2	2	2	2	2	2	2	2
PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Pretimed/Actuated (P/A)	A	A	A	A	A	A	A	A	A	A	A	A
Startup Lost Time	2.0	2.0		2.0	2.0		2.0	2.0		2.0	2.0	
Extension of Effective Green	2.0	2.0		2.0	2.0		2.0	2.0		2.0	2.0	
Arrival Type	3	4		3	4		3	3		3	3	
Unit Extension	3.0	3.0		3.0	3.0		3.0	3.0		3.0	3.0	
Ped/Bike/RTOR Volume	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width	12.0	12.0		12.0	12.0		12.0	12.0		12.0	12.0	
Parking/Grade/Parking	N	0	N	N	0	N	N	0	N	N	0	N
Parking/Hour												
Bus Stops/Hour	0	0		0	0		0	0		0	0	
Minimum Pedestrian Time		3.2			3.2			3.2			3.2	
Phasing	Excl. Left	EW Perm	03	04	NS Perm	06	07	08				
Timing	G = 13.0	G = 125.0	G = 0.0	G = 0.0	G = 20.0	G = 0.0	G = 0.0	G = 0.0				
	Y = 7	Y = 7.5	Y = 0	Y = 0	Y = 7.5	Y = 0	Y = 0	Y = 0				
Duration of Analysis (hrs) = 0.25						Cycle Length C = 180.0						

Lane Group Capacity, Control Delay, and LOS Determination												
	EB			WB			NB			SB		
	Adjusted Flow Rate	73	2755		187	3263		78	90		198	56
Lane Group Capacity	169	3509		171	3494		149	178		138	179	
v/c Ratio	0.43	0.79		1.09	0.93		0.52	0.51		1.43	0.31	
Green Ratio	0.81	0.69		0.81	0.69		0.11	0.11		0.11	0.11	
Uniform Delay d ₁	43.3	18.5		60.0	23.9		75.5	75.3		80.0	73.7	
Delay Factor k	0.11	0.33		0.50	0.45		0.13	0.11		0.50	0.11	
Incremental Delay d ₂	1.8	1.2		96.0	5.5		3.4	2.3		232.0	1.0	
PF Factor	1.000	0.279		1.000	0.279		1.000	1.000		1.000	1.000	
Control Delay	45.1	6.4		156.1	12.2		78.9	77.7		312.0	74.7	
Lane Group LOS	D	A		F	B		E	E		F	E	
Approach Delay	7.4			20.0			78.2			259.6		
Approach LOS	A			B			E			F		
Intersection Delay	25.2			Intersection LOS						C		

SHORT REPORT

General Information	Site Information
Analyst <i>PTC</i>	Intersection <i>PGA Blvd & Shady Lakes</i>
Agency or Co. <i>#14-002Q</i>	Area Type <i>All other areas</i>
Date Performed <i>12/22/15</i>	Jurisdiction <i>PBC - Proposed Timing</i>
Time Period <i>PM Pk - Scenario 4</i>	Analysis Year <i>2030 - SB Dual Left</i>

Volume and Timing Input												
	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Number of Lanes	1	3	0	1	3	0	1	1	0	2	1	0
Lane Group	L	TR		L	TR		L	TR		L	TR	
Volume (vph)	69	2544	73	178	2930	170	74	5	81	188	5	48
% Heavy Vehicles	2	2	2	2	2	2	2	2	2	2	2	2
PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Pretimed/Actuated (P/A)	A	A	A	A	A	A	A	A	A	A	A	A
Startup Lost Time	2.0	2.0		2.0	2.0		2.0	2.0		2.0	2.0	
Extension of Effective Green	2.0	2.0		2.0	2.0		2.0	2.0		2.0	2.0	
Arrival Type	3	4		3	4		3	3		3	3	
Unit Extension	3.0	3.0		3.0	3.0		3.0	3.0		3.0	3.0	
Ped/Bike/RTOR Volume	0	0	0	0	0	0	0	0	10	0	0	10
Lane Width	12.0	12.0		12.0	12.0		12.0	12.0		12.0	12.0	
Parking/Grade/Parking	N	0	N	N	0	N	N	0	N	N	0	N
Parking/Hour												
Bus Stops/Hour	0	0		0	0		0	0		0	0	
Minimum Pedestrian Time		3.2			3.2			3.2			3.2	

Phasing	Excl. Left	WB Only	EW Perm	04	SB Only	NB Only	07	08
Timing	G = 8.0	G = 5.5	G = 102.0	G = 0.0	G = 21.0	G = 14.0	G = 0.0	G = 0.0
	Y = 7	Y = 0	Y = 7.5	Y = 0	Y = 7.5	Y = 7.5	Y = 0	Y = 0
Duration of Analysis (hrs) = 0.25						Cycle Length C = 180.0		

Lane Group Capacity, Control Delay, and LOS Determination												
	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Adjusted Flow Rate	73	2755		187	3263		78	80		198	45	
Lane Group Capacity	120	2863		243	3005		138	125		401	188	
v/c Ratio	0.61	0.96		0.77	1.09		0.57	0.64		0.49	0.24	
Green Ratio	0.61	0.57		0.72	0.60		0.08	0.08		0.12	0.12	
Uniform Delay d ₁	42.0	37.2		63.1	36.3		80.1	80.6		74.5	72.2	
Delay Factor k	0.19	0.47		0.32	0.50		0.16	0.22		0.11	0.11	
Incremental Delay d ₂	8.6	9.6		14.0	45.1		5.3	10.5		1.0	0.7	
PF Factor	1.000	0.649		1.000	0.582		1.000	1.000		1.000	1.000	
Control Delay	50.6	33.7		77.1	66.2		85.4	91.1		75.5	72.9	
Lane Group LOS	D	C		E	E		F	F		E	E	
Approach Delay	34.2			66.8			88.3			75.0		
Approach LOS	C			E			F			E		
Intersection Delay	53.8			Intersection LOS						D		

SHORT REPORT

General Information	Site Information
Analyst <i>PTC</i>	Intersection <i>PGA Blvd & Shady Lakes</i>
Agency or Co. <i>#14-002Q</i>	Area Type <i>All other areas</i>
Date Performed <i>12/3/15</i>	Jurisdiction <i>PBC - Proposed Timing</i>
Time Period <i>PM Pk - Scenario 4</i>	Analysis Year <i>2030 - SB Restripe</i>

Volume and Timing Input												
	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Number of Lanes	1	3	0	1	3	0	1	1	0	1	1	0
Lane Group	L	TR		L	TR		L	TR		L	LTR	
Volume (vph)	69	2544	73	178	2930	170	74	5	81	188	5	48
% Heavy Vehicles	2	2	2	2	2	2	2	2	2	2	2	2
PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Pretimed/Actuated (P/A)	A	A	A	A	A	A	A	A	A	A	A	A
Startup Lost Time	2.0	2.0		2.0	2.0		2.0	2.0		2.0	2.0	
Extension of Effective Green	2.0	2.0		2.0	2.0		2.0	2.0		2.0	2.0	
Arrival Type	3	4		3	4		3	3		3	3	
Unit Extension	3.0	3.0		3.0	3.0		3.0	3.0		3.0	3.0	
Ped/Bike/RTOR Volume	0	0	0	0	0	0	0	0	10	0	0	10
Lane Width	12.0	12.0		12.0	12.0		12.0	12.0		12.0	12.0	
Parking/Grade/Parking	N	0	N	N	0	N	N	0	N	N	0	N
Parking/Hour												
Bus Stops/Hour	0	0		0	0		0	0		0	0	
Minimum Pedestrian Time		3.2			3.2			3.2			3.2	
Phasing	Excl. Left	WB Only	EW Perm	04	SB Only	NB Only	07	08				
Timing	G = 8.0	G = 5.5	G = 102.0	G = 0.0	G = 22.0	G = 13.0	G = 0.0	G = 0.0				
	Y = 7	Y = 0	Y = 7.5	Y = 0	Y = 7.5	Y = 7.5	Y = 0	Y = 0				
Duration of Analysis (hrs) = 0.25							Cycle Length C = 180.0					

Lane Group Capacity, Control Delay, and LOS Determination												
	EB			WB			NB			SB		
	Adjusted Flow Rate	73	2755		187	3263		78	80		129	114
Lane Group Capacity	120	2863		243	3005		128	116		216	209	
v/c Ratio	0.61	0.96		0.77	1.09		0.61	0.69		0.60	0.55	
Green Ratio	0.61	0.57		0.72	0.60		0.07	0.07		0.12	0.12	
Uniform Delay d ₁	42.0	37.2		63.1	36.3		81.0	81.5		74.8	74.3	
Delay Factor k	0.19	0.47		0.32	0.50		0.20	0.26		0.19	0.15	
Incremental Delay d ₂	8.6	9.6		14.0	45.1		8.2	16.0		4.5	3.0	
PF Factor	1.000	0.649		1.000	0.582		1.000	1.000		1.000	1.000	
Control Delay	50.6	33.7		77.1	66.2		89.2	97.5		79.3	77.3	
Lane Group LOS	D	C		E	E		F	F		E	E	
Approach Delay	34.2			66.8			93.4			78.3		
Approach LOS	C			E			F			E		
Intersection Delay	54.0			Intersection LOS						D		

INTERSECTION ANALYSIS SHEET

PBG Tennis/Regional Park - Existing Conditions

117th Court N & Central Blvd

(Existing Geometrics)

Growth Rate = NA
 Peak Season = AM: 1.08 PM: 1.05 (Applied to non-school traffic.)
 Buildout Year = 2015
 Years = 0

AM Peak Hour

Intersection Volume Development

	Northbound			Southbound			Eastbound			Westbound		
	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT
Existing Volume (9/17/15)	1	496	517	201	556	0	0	0	0	474	0	129
Peak Season Volume	1	536	517	201	600	0	0	0	0	474	0	129
Bkgd (Growth + Exist)	1	536	517	201	600	0	0	0	0	474	0	129
% Project Traffic	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Direction	in	in	in	in	in	in	in	in	in	out	out	out
Project Traffic	0	0	0	0	0	0	0	0	0	0	0	0
Total	1	536	517	201	600	0	0	0	0	474	0	129

PM Peak Hour

Intersection Volume Development

	Northbound			Southbound			Eastbound			Westbound		
	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT
Existing Volume (11/12/15)	0	434	244	144	565	0	0	0	0	316	0	201
Peak Season Volume	0	456	244	144	593	0	0	0	0	316	0	201
Bkgd (Growth + Exist)	0	456	244	144	593	0	0	0	0	316	0	201
% Project Traffic	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Direction	in	in	in	in	in	in	in	in	in	out	out	out
Project Traffic	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	456	244	144	593	0	0	0	0	316	0	201

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INTERSECTION ANALYSIS SHEET

PBG Tennis/Regional Park - Scenario 1

117th Court N & Central Blvd

(Existing Geometrics)

Growth Rate = 1.00%
 Peak Season = AM: 1.08 PM: 1.05 (Applied to non-school traffic.)
 Buildout Year = 2020
 Years = 5

AM Peak Hour

Intersection Volume Development

	Northbound			Southbound			Eastbound			Westbound		
	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT
Existing Volume (9/17/15)	1	496	517	201	556	0	0	0	0	474	0	129
Peak Season Volume	1	536	517	201	600	0	0	0	0	474	0	129
Bkgd (Growth + Exist)	1	563	543	211	631	0	0	0	0	498	0	136
Approved Projects	0	516	0	0	380	0	0	0	0	0	0	0
% Project Traffic	0%	0%	65%	35%	0%	0%	0%	0%	0%	65%	0%	35%
Direction	in	in	in	in	in	in	in	in	in	out	out	out
Project Traffic	0	0	3	1	0	0	0	0	0	3	0	1
Total	1	1,079	546	212	1,011	0	0	0	0	501	0	137

PM Peak Hour

Intersection Volume Development

	Northbound			Southbound			Eastbound			Westbound		
	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT
Existing Volume (11/12/15)	0	434	244	144	565	0	0	0	0	316	0	201
Peak Season Volume	0	456	244	144	593	0	0	0	0	316	0	201
Bkgd (Growth + Exist)	0	479	256	151	624	0	0	0	0	332	0	211
Approved Projects	0	553	0	0	666	0	0	0	0	0	0	0
% Project Traffic	0%	0%	65%	35%	0%	0%	0%	0%	0%	65%	0%	35%
Direction	in	in	in	in	in	in	in	in	in	out	out	out
Project Traffic	0	0	7	4	0	0	0	0	0	6	0	3
Total	0	1,032	263	155	1,290	0	0	0	0	338	0	214

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INTERSECTION ANALYSIS SHEET PBG Tennis/Regional Park - Scenario 3

117th Court N & Central Blvd

(Existing Geometrics)

Growth Rate = 0.50%
 Peak Season = *Am:* 1.08 *Pm:* 1.05 (Applied to non-school traffic.)
 Buildout Year = 2030
 Years = 15

AM Peak Hour

Intersection Volume Development

	Northbound			Southbound			Eastbound			Westbound		
	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT
Existing Volume (9/17/15)	1	496	517	201	556	0	0	0	0	474	0	129
Peak Season Volume	1	536	517	201	600	0	0	0	0	474	0	129
Bkgd (Growth + Exist)	1	577	557	217	647	0	0	0	0	511	0	139
Approved Projects	0	782	0	0	502	0	0	0	0	0	0	0
% Project Traffic	0%	0%	65%	35%	0%	0%	0%	0%	0%	65%	0%	35%
Direction	in	in	in	in	in	in	in	in	in	out	out	out
Project Traffic	0	0	4	2	0	0	0	0	0	4	0	2
Total	1	1,359	561	219	1,149	0	0	0	0	515	0	141

PM Peak Hour

Intersection Volume Development

	Northbound			Southbound			Eastbound			Westbound		
	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT
Existing Volume (11/12/15)	0	434	244	144	565	0	0	0	0	316	0	201
Peak Season Volume	0	456	244	144	593	0	0	0	0	316	0	201
Bkgd (Growth + Exist)	0	491	263	155	639	0	0	0	0	341	0	217
Approved Projects	0	718	0	0	961	0	0	0	0	0	0	0
% Project Traffic	0%	0%	65%	35%	0%	0%	0%	0%	0%	65%	0%	35%
Direction	in	in	in	in	in	in	in	in	in	out	out	out
Project Traffic	0	0	24	13	0	0	0	0	0	16	0	8
Total	0	1,209	287	168	1,600	0	0	0	0	357	0	225

INTERSECTION ANALYSIS SHEET PBG Tennis/Regional Park - Scenario 4

117th Court N & Central Blvd

(Proposed Extension of Shady Lakes Drive to 117th Ct)

Growth Rate = 0.50%
 Peak Season = AM: 1.08 PM: 1.05 (Applied to non-school traffic.)
 Buildout Year = 2030
 Years = 15

AM Peak Hour												
Intersection Volume Development												
	Northbound			Southbound			Eastbound			Westbound		
	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT
Existing Volume (9/17/15)	1	496	517	201	556	0	0	0	0	474	0	129
Peak Season Volume	1	536	517	201	600	0	0	0	0	474	0	129
Bkgd (Growth + Exist)	1	577	557	217	647	0	0	0	0	511	0	139
Approved Projects	0	782	0	0	502	0	0	0	0	0	0	0
Diversions to Shady Lakes	0	0	(300)	0	0	0	0	0	0	(275)	0	0
% Project Traffic	0%	0%	20%	35%	0%	0%	0%	0%	0%	20%	0%	35%
Direction	in	in	in	in	in	in	in	in	in	out	out	out
Project Traffic	0	0	1	2	0	0	0	0	0	1	0	2
Total	1	1,359	258	219	1,149	0	0	0	0	237	0	141

PM Peak Hour												
Intersection Volume Development												
	Northbound			Southbound			Eastbound			Westbound		
	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT
Existing Volume (11/12/15)	0	434	244	144	565	0	0	0	0	316	0	201
Peak Season Volume	0	456	244	144	593	0	0	0	0	316	0	201
Bkgd (Growth + Exist)	0	491	263	155	639	0	0	0	0	341	0	217
Approved Projects	0	718	0	0	961	0	0	0	0	0	0	0
Diversion to Shady Lakes	0	0	(142)	0	0	0	0	0	0	(184)	0	0
% Project Traffic	0%	0%	20%	35%	0%	0%	0%	0%	0%	20%	0%	35%
Direction	in	in	in	in	in	in	in	in	in	out	out	out
Project Traffic	0	0	7	13	0	0	0	0	0	5	0	8
Total	0	1,209	129	168	1,600	0	0	0	0	162	0	225

SHORT REPORT

General Information	Site Information
Analyst <i>PTC</i>	Intersection <i>117th Court N & Central Blvd</i>
Agency or Co. <i>#14-002Q</i>	Area Type <i>All other areas</i>
Date Performed <i>12/3/15</i>	Jurisdiction <i>PBC - Existing Timing</i>
Time Period <i>AM Peak - Existing</i>	Analysis Year <i>2015 - Existing Lanes</i>

Volume and Timing Input												
	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Number of Lanes				1		1		2	1	1	2	
Lane Group				L		R		T	R	L	T	
Volume (vph)				474		129		536	517	201	600	
% Heavy Vehicles				2		2		2	2	2	2	
PHF				0.59		0.59		0.70	0.70	0.83	0.83	
Pretimed/Actuated (P/A)				A		A		A	A	A	A	
Startup Lost Time				2.0		2.0		2.0	2.0	2.0	2.0	
Extension of Effective Green				2.0		2.0		2.0	2.0	2.0	2.0	
Arrival Type				3		3		3	3	3	3	
Unit Extension				3.0		3.0		3.0	3.0	3.0	3.0	
Ped/Bike/RTOR Volume	0	0		0	0	0	0	0	0	0	0	
Lane Width				12.0		12.0		12.0	12.0	12.0	12.0	
Parking/Grade/Parking	N	0	N	N	0	N	N	0	N	N	0	N
Parking/Hour												
Bus Stops/Hour				0		0		0	0	0	0	
Minimum Pedestrian Time		3.2			3.2			3.2			3.2	
Phasing	WB Only	02	03	04	SB Only	NS Perm	07	08				
Timing	G = 75.0	G = 0.0	G = 0.0	G =	G = 25.0	G = 45.0	G = 0.0	G = 0.0				
	Y = 5	Y = 0	Y = 0	Y =	Y = 5	Y = 5	Y = 0	Y = 0				
Duration of Analysis (hrs) = 0.25						Cycle Length C = 160.0						

Lane Group Capacity, Control Delay, and LOS Determination												
	EB			WB			NB			SB		
	Adjusted Flow Rate				803		219		766	739	242	723
Lane Group Capacity				830		1039		998	1237	348	1663	
v/c Ratio				0.97		0.21		0.77	0.60	0.70	0.43	
Green Ratio				0.47		0.66		0.28	0.78	0.47	0.47	
Uniform Delay d ₁				41.3		11.0		52.7	7.2	33.3	28.4	
Delay Factor k				0.47		0.11		0.32	0.19	0.26	0.11	
Incremental Delay d ₂				23.5		0.1		3.7	0.8	5.9	0.2	
PF Factor				1.000		1.000		1.000	1.000	1.000	1.000	
Control Delay				64.8		11.1		56.4	8.0	39.2	28.5	
Lane Group LOS				E		B		E	A	D	C	
Approach Delay				53.3			32.6			31.2		
Approach LOS				D			C			C		
Intersection Delay	38.3			Intersection LOS						D		

SHORT REPORT

General Information	Site Information
Analyst <i>PTC</i>	Intersection <i>117th Court N & Central Blvd</i>
Agency or Co. <i>#14-002Q</i>	Area Type <i>All other areas</i>
Date Performed <i>12/3/15</i>	Jurisdiction <i>PBC - Existing Timing</i>
Time Period <i>AM Peak - Scenario 1</i>	Analysis Year <i>2020 - Existing Lanes</i>

Volume and Timing Input												
	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Number of Lanes				1		1		2	1	1	2	
Lane Group				L		R		T	R	L	T	
Volume (vph)				501		137		1079	546	212	1011	
% Heavy Vehicles				2		2		2	2	2	2	
PHF				0.59		0.59		0.70	0.70	0.83	0.83	
Pretimed/Actuated (P/A)				A		A		A	A	A	A	
Startup Lost Time				2.0		2.0		2.0	2.0	2.0	2.0	
Extension of Effective Green				2.0		2.0		2.0	2.0	2.0	2.0	
Arrival Type				3		3		3	3	3	3	
Unit Extension				3.0		3.0		3.0	3.0	3.0	3.0	
Ped/Bike/RTOR Volume	0	0		0	0	0	0	0	0	0	0	
Lane Width				12.0		12.0		12.0	12.0	12.0	12.0	
Parking/Grade/Parking	N	0	N	N	0	N	N	0	N	N	0	N
Parking/Hour												
Bus Stops/Hour				0		0		0	0	0	0	
Minimum Pedestrian Time		3.2			3.2			3.2			3.2	
Phasing	WB Only	02	03	04	SB Only	NS Perm	07	08				
Timing	G = 75.0	G = 0.0	G = 0.0	G =	G = 25.0	G = 45.0	G = 0.0	G = 0.0				
	Y = 5	Y = 0	Y = 0	Y =	Y = 5	Y = 5	Y = 0	Y = 0				
Duration of Analysis (hrs) = 0.25						Cycle Length C = 160.0						

Lane Group Capacity, Control Delay, and LOS Determination												
	EB			WB			NB			SB		
	Adjusted Flow Rate				849		232		1541	780	255	1218
Lane Group Capacity				830		1039		998	1237	324	1663	
v/c Ratio				1.02		0.22		1.54	0.63	0.79	0.73	
Green Ratio				0.47		0.66		0.28	0.78	0.47	0.47	
Uniform Delay d ₁				42.5		11.1		57.5	7.5	47.0	34.4	
Delay Factor k				0.50		0.11		0.50	0.21	0.33	0.29	
Incremental Delay d ₂				37.2		0.1		249.9	1.0	12.2	1.7	
PF Factor				1.000		1.000		1.000	1.000	1.000	1.000	
Control Delay				79.7		11.2		307.4	8.6	59.1	36.1	
Lane Group LOS				E		B		F	A	E	D	
Approach Delay				65.0			207.0			40.1		
Approach LOS				E			F			D		
Intersection Delay	125.0			Intersection LOS						F		

SHORT REPORT

General Information	Site Information
Analyst <i>PTC</i>	Intersection <i>117th Court N & Central Blvd</i>
Agency or Co. <i>#14-002Q</i>	Area Type <i>All other areas</i>
Date Performed <i>11/2/15</i>	Jurisdiction <i>PBC - Proposed Timing</i>
Time Period <i>AM Peak - Scenario 1</i>	Analysis Year <i>2020 - Proposed Lanes</i>

Volume and Timing Input												
	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Number of Lanes				2		1		2	1	1	2	
Lane Group				L		R		T	R	L	T	
Volume (vph)				501		137		1079	546	212	1011	
% Heavy Vehicles				2		2		2	2	2	2	
PHF				0.59		0.59		0.70	0.70	0.83	0.83	
Pretimed/Actuated (P/A)				A		A		A	A	A	A	
Startup Lost Time				2.0		2.0		2.0	2.0	2.0	2.0	
Extension of Effective Green				2.0		2.0		2.0	2.0	2.0	2.0	
Arrival Type				3		3		3	3	3	3	
Unit Extension				3.0		3.0		3.0	3.0	3.0	3.0	
Ped/Bike/RTOR Volume	0	0		0	0	0	0	0	0	0	0	
Lane Width				12.0		12.0		12.0	12.0	12.0	12.0	
Parking/Grade/Parking	N	0	N	N	0	N	N	0	N	N	0	N
Parking/Hour												
Bus Stops/Hour				0		0		0	0	0	0	
Minimum Pedestrian Time		3.2			3.2			3.2			3.2	
Phasing	WB Only	02	03	04	SB Only	NS Perm	07	08				
Timing	G = 31.0	G = 0.0	G = 0.0	G =	G = 20.0	G = 54.0	G = 0.0	G = 0.0				
	Y = 5	Y = 0	Y = 0	Y =	Y = 5	Y = 5	Y = 0	Y = 0				
Duration of Analysis (hrs) = 0.25						Cycle Length C = 120.0						

Lane Group Capacity, Control Delay, and LOS Determination												
	EB			WB			NB			SB		
	Adjusted Flow Rate				849		232		1541	780	255	1218
Lane Group Capacity				888		739		1596	1187	357	2335	
v/c Ratio				0.96		0.31		0.97	0.66	0.71	0.52	
Green Ratio				0.26		0.47		0.45	0.75	0.66	0.66	
Uniform Delay d ₁				43.8		20.0		32.1	7.4	34.6	10.7	
Delay Factor k				0.47		0.11		0.47	0.23	0.28	0.13	
Incremental Delay d ₂				20.3		0.2		15.1	1.3	6.6	0.2	
PF Factor				1.000		1.000		1.000	1.000	1.000	1.000	
Control Delay				64.1		20.2		47.2	8.7	41.3	10.9	
Lane Group LOS				E		C		D	A	D	B	
Approach Delay				54.7			34.3			16.1		
Approach LOS				D			C			B		
Intersection Delay	33.3			Intersection LOS						C		

SHORT REPORT

General Information	Site Information
Analyst <i>PTC</i>	Intersection <i>117th Court N & Central Blvd</i>
Agency or Co. <i>#14-002Q</i>	Area Type <i>All other areas</i>
Date Performed <i>12/3/15</i>	Jurisdiction <i>PBC - Existing Timing</i>
Time Period <i>AM Peak - Scenario 3</i>	Analysis Year <i>2030 - Existing Lanes</i>

Volume and Timing Input												
	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Number of Lanes				1		1		2	1	1	2	
Lane Group				L		R		T	R	L	T	
Volume (vph)				515		141		1359	561	219	1149	
% Heavy Vehicles				2		2		2	2	2	2	
PHF				0.59		0.59		0.70	0.70	0.83	0.83	
Pretimed/Actuated (P/A)				A		A		A	A	A	A	
Startup Lost Time				2.0		2.0		2.0	2.0	2.0	2.0	
Extension of Effective Green				2.0		2.0		2.0	2.0	2.0	2.0	
Arrival Type				3		3		3	3	3	3	
Unit Extension				3.0		3.0		3.0	3.0	3.0	3.0	
Ped/Bike/RTOR Volume	0	0		0	0	0	0	0	0	0	0	
Lane Width				12.0		12.0		12.0	12.0	12.0	12.0	
Parking/Grade/Parking	N	0	N	N	0	N	N	0	N	N	0	N
Parking/Hour												
Bus Stops/Hour				0		0		0	0	0	0	
Minimum Pedestrian Time		3.2			3.2			3.2			3.2	
Phasing	WB Only	02	03	04	SB Only	NS Perm	07	08				
Timing	G = 75.0	G = 0.0	G = 0.0	G =	G = 25.0	G = 45.0	G = 0.0	G = 0.0				
	Y = 5	Y = 0	Y = 0	Y =	Y = 5	Y = 5	Y = 0	Y = 0				
Duration of Analysis (hrs) = 0.25						Cycle Length C = 160.0						

Lane Group Capacity, Control Delay, and LOS Determination												
	EB			WB			NB			SB		
	Adjusted Flow Rate				873		239		1941	801	264	1384
Lane Group Capacity				830		1039		998	1237	324	1663	
v/c Ratio				1.05		0.23		1.94	0.65	0.81	0.83	
Green Ratio				0.47		0.66		0.28	0.78	0.47	0.47	
Uniform Delay d ₁				42.5		11.1		57.5	7.7	47.9	37.0	
Delay Factor k				0.50		0.11		0.50	0.23	0.36	0.37	
Incremental Delay d ₂				45.7		0.1		428.9	1.2	14.8	3.8	
PF Factor				1.000		1.000		1.000	1.000	1.000	1.000	
Control Delay				88.2		11.2		486.4	8.9	62.6	40.8	
Lane Group LOS				F		B		F	A	E	D	
Approach Delay				71.7			346.9			44.3		
Approach LOS				E			F			D		
Intersection Delay	200.6			Intersection LOS						F		

SHORT REPORT

General Information	Site Information
Analyst <i>PTC</i>	Intersection <i>117th Court N & Central Blvd</i>
Agency or Co. <i>#14-002Q</i>	Area Type <i>All other areas</i>
Date Performed <i>12/3/15</i>	Jurisdiction <i>PBC - Proposed Timing</i>
Time Period <i>AM Peak - Scenario 3</i>	Analysis Year <i>2030 - Proposed Lanes</i>

Volume and Timing Input												
	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Number of Lanes				2		1		2	1	2	2	
Lane Group				L		R		T	R	L	T	
Volume (vph)				515		141		1359	561	219	1149	
% Heavy Vehicles				2		2		2	2	2	2	
PHF				0.59		0.59		0.70	0.70	0.83	0.83	
Pretimed/Actuated (P/A)				A		A		A	A	A	A	
Startup Lost Time				2.0		2.0		2.0	2.0	2.0	2.0	
Extension of Effective Green				2.0		2.0		2.0	2.0	2.0	2.0	
Arrival Type				3		3		3	3	3	3	
Unit Extension				3.0		3.0		3.0	3.0	3.0	3.0	
Ped/Bike/RTOR Volume	0	0		0	0	0	0	0	0	0	0	
Lane Width				12.0		12.0		12.0	12.0	12.0	12.0	
Parking/Grade/Parking	N	0	N	N	0	N	N	0	N	N	0	N
Parking/Hour												
Bus Stops/Hour				0		0		0	0	0	0	
Minimum Pedestrian Time		3.2			3.2			3.2			3.2	
Phasing	WB Only	02	03	04	SB Only	Thru & RT	07	08				
Timing	G = 37.0	G = 0.0	G = 0.0	G =	G = 13.0	G = 75.0	G = 0.0	G = 0.0				
	Y = 5	Y = 0	Y = 0	Y =	Y = 5	Y = 5	Y = 0	Y = 0				
Duration of Analysis (hrs) = 0.25						Cycle Length C = 140.0						

Lane Group Capacity, Control Delay, and LOS Determination												
	EB			WB			NB			SB		
	Adjusted Flow Rate				873		239		1941	801	264	1384
Lane Group Capacity				908		622		1900	1323	319	2356	
v/c Ratio				0.96		0.38		1.02	0.61	0.83	0.59	
Green Ratio				0.26		0.39		0.54	0.84	0.09	0.66	
Uniform Delay d ₁				50.8		30.4		32.5	3.8	62.4	12.9	
Delay Factor k				0.47		0.11		0.50	0.19	0.37	0.18	
Incremental Delay d ₂				21.0		0.4		26.3	0.8	16.4	0.4	
PF Factor				1.000		1.000		1.000	1.000	1.000	1.000	
Control Delay				71.8		30.8		58.8	4.6	78.8	13.3	
Lane Group LOS				E		C		E	A	E	B	
Approach Delay				63.0			43.0			23.8		
Approach LOS				E			D			C		
Intersection Delay	41.3			Intersection LOS						D		

SHORT REPORT

General Information	Site Information
Analyst <i>PTC</i>	Intersection <i>117th Court N & Central Blvd</i>
Agency or Co. <i>#14-002Q</i>	Area Type <i>All other areas</i>
Date Performed <i>12/3/15</i>	Jurisdiction <i>PBC - Existing Timing</i>
Time Period <i>AM Peak - Scenario 4</i>	Analysis Year <i>2030 - Existing Lanes</i>

Volume and Timing Input												
	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Number of Lanes				1		1		2	1	1	2	
Lane Group				L		R		T	R	L	T	
Volume (vph)				237		141		1359	258	219	1149	
% Heavy Vehicles				2		2		2	2	2	2	
PHF				0.59		0.59		0.70	0.70	0.83	0.83	
Pretimed/Actuated (P/A)				A		A		A	A	A	A	
Startup Lost Time				2.0		2.0		2.0	2.0	2.0	2.0	
Extension of Effective Green				2.0		2.0		2.0	2.0	2.0	2.0	
Arrival Type				3		3		3	3	3	3	
Unit Extension				3.0		3.0		3.0	3.0	3.0	3.0	
Ped/Bike/RTOR Volume	0	0		0	0	0	0	0	0	0	0	
Lane Width				12.0		12.0		12.0	12.0	12.0	12.0	
Parking/Grade/Parking	N	0	N	N	0	N	N	0	N	N	0	N
Parking/Hour												
Bus Stops/Hour				0		0		0	0	0	0	
Minimum Pedestrian Time		3.2			3.2			3.2			3.2	
Phasing	WB Only	02	03	04	SB Only	NS Perm	07	08				
Timing	G = 75.0	G = 0.0	G = 0.0	G =	G = 25.0	G = 45.0	G = 0.0	G = 0.0				
	Y = 5	Y = 0	Y = 0	Y =	Y = 5	Y = 5	Y = 0	Y = 0				
Duration of Analysis (hrs) = 0.25						Cycle Length C = 160.0						

Lane Group Capacity, Control Delay, and LOS Determination												
	EB			WB			NB			SB		
	Adjusted Flow Rate				402		239		1941	369	264	1384
Lane Group Capacity				830		1039		998	1237	324	1663	
v/c Ratio				0.48		0.23		1.94	0.30	0.81	0.83	
Green Ratio				0.47		0.66		0.28	0.78	0.47	0.47	
Uniform Delay d ₁				29.2		11.1		57.5	5.0	47.9	37.0	
Delay Factor k				0.11		0.11		0.50	0.11	0.36	0.37	
Incremental Delay d ₂				0.4		0.1		428.9	0.1	14.8	3.8	
PF Factor				1.000		1.000		1.000	1.000	1.000	1.000	
Control Delay				29.7		11.2		486.4	5.1	62.6	40.8	
Lane Group LOS				C		B		F	A	E	D	
Approach Delay				22.8			409.5			44.3		
Approach LOS				C			F			D		
Intersection Delay	224.7			Intersection LOS						F		

SHORT REPORT

General Information	Site Information
Analyst <i>PTC</i>	Intersection <i>117th Court N & Central Blvd</i>
Agency or Co. <i>#14-002Q</i>	Area Type <i>All other areas</i>
Date Performed <i>12/3/15</i>	Jurisdiction <i>PBC - Proposed Timing</i>
Time Period <i>AM Peak - Scenario 4</i>	Analysis Year <i>2030 - Dual SB Lefts</i>

Volume and Timing Input												
	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Number of Lanes				1		1		2	1	2	2	
Lane Group				L		R		T	R	L	T	
Volume (vph)				237		141		1359	258	219	1149	
% Heavy Vehicles				2		2		2	2	2	2	
PHF				0.59		0.59		0.70	0.70	0.83	0.83	
Pretimed/Actuated (P/A)				A		A		A	A	A	A	
Startup Lost Time				2.0		2.0		2.0	2.0	2.0	2.0	
Extension of Effective Green				2.0		2.0		2.0	2.0	2.0	2.0	
Arrival Type				3		3		3	3	3	3	
Unit Extension				3.0		3.0		3.0	3.0	3.0	3.0	
Ped/Bike/RTOR Volume	0	0		0	0	0	0	0	0	0	0	
Lane Width				12.0		12.0		12.0	12.0	12.0	12.0	
Parking/Grade/Parking	N	0	N	N	0	N	N	0	N	N	0	N
Parking/Hour												
Bus Stops/Hour				0		0		0	0	0	0	
Minimum Pedestrian Time		3.2			3.2			3.2			3.2	
Phasing	WB Only	02	03	04	SB Only	Thru & RT	07	08				
Timing	G = 34.0	G = 0.0	G = 0.0	G =	G = 15.0	G = 66.0	G = 0.0	G = 0.0				
	Y = 5	Y = 0	Y = 0	Y =	Y = 5	Y = 5	Y = 0	Y = 0				
Duration of Analysis (hrs) = 0.25							Cycle Length C = 130.0					

Lane Group Capacity, Control Delay, and LOS Determination												
	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Adjusted Flow Rate				402		239		1941	369	264	1384	
Lane Group Capacity				463		658		1801	1279	397	2346	
v/c Ratio				0.87		0.36		1.08	0.29	0.66	0.59	
Green Ratio				0.26		0.42		0.51	0.81	0.12	0.66	
Uniform Delay d ₁				45.9		26.2		32.0	3.1	55.1	12.2	
Delay Factor k				0.40		0.11		0.50	0.11	0.24	0.18	
Incremental Delay d ₂				16.0		0.3		45.6	0.1	4.2	0.4	
PF Factor				1.000		1.000		1.000	1.000	1.000	1.000	
Control Delay				61.9		26.5		77.6	3.3	59.3	12.6	
Lane Group LOS				E		C		E	A	E	B	
Approach Delay				48.7			65.7			20.1		
Approach LOS				D			E			C		
Intersection Delay	47.0			Intersection LOS						D		

SHORT REPORT

General Information	Site Information
Analyst <i>PTC</i>	Intersection <i>117th Court N & Central Blvd</i>
Agency or Co. <i>#14-002Q</i>	Area Type <i>All other areas</i>
Date Performed <i>12/3/15</i>	Jurisdiction <i>PBC - Existing Timing</i>
Time Period <i>PM Pk; Existing</i>	Analysis Year <i>2015 - Existing Lanes</i>

Volume and Timing Input												
	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Number of Lanes				1		1		2	1	1	2	
Lane Group				L		R		T	R	L	T	
Volume (vph)				316		201		456	244	144	593	
% Heavy Vehicles				2		2		2	2	2	2	
PHF				0.95		0.95		0.95	0.95	0.95	0.95	
Pretimed/Actuated (P/A)				A		A		A	A	A	A	
Startup Lost Time				2.0		2.0		2.0	2.0	2.0	2.0	
Extension of Effective Green				2.0		2.0		2.0	2.0	2.0	2.0	
Arrival Type				3		3		3	3	3	3	
Unit Extension				3.0		3.0		3.0	3.0	3.0	3.0	
Ped/Bike/RTOR Volume	0	0		0	0	0	0	0	0	0	0	
Lane Width				12.0		12.0		12.0	12.0	12.0	12.0	
Parking/Grade/Parking	N	0	N	N	0	N	N	0	N	N	0	N
Parking/Hour												
Bus Stops/Hour				0		0		0	0	0	0	
Minimum Pedestrian Time		3.2			3.2			3.2			3.2	
Phasing	WB Only	02	03	04	SB Only	NS Perm	07	08				
Timing	G = 60.0	G = 0.0	G = 0.0	G =	G = 25.0	G = 45.0	G = 0.0	G = 0.0				
	Y = 5	Y = 0	Y = 0	Y =	Y = 5	Y = 5	Y = 0	Y = 0				
Duration of Analysis (hrs) = 0.25							Cycle Length C = 145.0					

Lane Group Capacity, Control Delay, and LOS Determination												
	EB			WB			NB			SB		
	Adjusted Flow Rate				333		212		480	257	152	624
Lane Group Capacity				732		983		1101	1201	512	1835	
v/c Ratio				0.45		0.22		0.44	0.21	0.30	0.34	
Green Ratio				0.41		0.62		0.31	0.76	0.52	0.52	
Uniform Delay d ₁				30.7		12.0		39.9	5.0	19.6	20.5	
Delay Factor k				0.11		0.11		0.11	0.11	0.11	0.11	
Incremental Delay d ₂				0.5		0.1		0.3	0.1	0.3	0.1	
PF Factor				1.000		1.000		1.000	1.000	1.000	1.000	
Control Delay				31.1		12.2		40.2	5.1	19.9	20.6	
Lane Group LOS				C		B		D	A	B	C	
Approach Delay				23.8			27.9			20.5		
Approach LOS				C			C			C		
Intersection Delay	24.0			Intersection LOS						C		

SHORT REPORT

General Information	Site Information
Analyst <i>PTC</i>	Intersection <i>117th Court N & Central Blvd</i>
Agency or Co. <i>#14-002Q</i>	Area Type <i>All other areas</i>
Date Performed <i>12/3/15</i>	Jurisdiction <i>PBC - Existing Timing</i>
Time Period <i>PM Pk; Scenario 1</i>	Analysis Year <i>2020 - Existing Lanes</i>

Volume and Timing Input												
	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Number of Lanes				1		1		2	1	1	2	
Lane Group				L		R		T	R	L	T	
Volume (vph)				338		214		1032	263	155	1290	
% Heavy Vehicles				2		2		2	2	2	2	
PHF				0.95		0.95		0.95	0.95	0.95	0.95	
Pretimed/Actuated (P/A)				A		A		A	A	A	A	
Startup Lost Time				2.0		2.0		2.0	2.0	2.0	2.0	
Extension of Effective Green				2.0		2.0		2.0	2.0	2.0	2.0	
Arrival Type				3		3		3	3	3	3	
Unit Extension				3.0		3.0		3.0	3.0	3.0	3.0	
Ped/Bike/RTOR Volume	0	0		0	0	0	0	0	0	0	0	
Lane Width				12.0		12.0		12.0	12.0	12.0	12.0	
Parking/Grade/Parking	N	0	N	N	0	N	N	0	N	N	0	N
Parking/Hour												
Bus Stops/Hour				0		0		0	0	0	0	
Minimum Pedestrian Time		3.2			3.2			3.2			3.2	
Phasing	WB Only	02	03	04	SB Only	NS Perm	07	08				
Timing	G = 60.0	G = 0.0	G = 0.0	G =	G = 25.0	G = 45.0	G = 0.0	G = 0.0				
	Y = 5	Y = 0	Y = 0	Y =	Y = 5	Y = 5	Y = 0	Y = 0				
Duration of Analysis (hrs) = 0.25							Cycle Length C = 145.0					

Lane Group Capacity, Control Delay, and LOS Determination												
	EB			WB			NB			SB		
	Adjusted Flow Rate				356		225		1086	277	163	1358
Lane Group Capacity				732		983		1101	1201	356	1835	
v/c Ratio				0.49		0.23		0.99	0.23	0.46	0.74	
Green Ratio				0.41		0.62		0.31	0.76	0.52	0.52	
Uniform Delay d ₁				31.2		12.2		49.7	5.1	27.4	27.4	
Delay Factor k				0.11		0.11		0.49	0.11	0.11	0.30	
Incremental Delay d ₂				0.5		0.1		23.8	0.1	0.9	1.6	
PF Factor				1.000		1.000		1.000	1.000	1.000	1.000	
Control Delay				31.7		12.3		73.5	5.2	28.3	29.0	
Lane Group LOS				C		B		E	A	C	C	
Approach Delay				24.2			59.6			28.9		
Approach LOS				C			E			C		
Intersection Delay	40.2			Intersection LOS						D		

SHORT REPORT

General Information	Site Information
Analyst <i>PTC</i>	Intersection <i>117th Court N & Central Blvd</i>
Agency or Co. <i>#14-002Q</i>	Area Type <i>All other areas</i>
Date Performed <i>12/3/15</i>	Jurisdiction <i>PBC - Existing Timing</i>
Time Period <i>PM Pk; Scenario 3</i>	Analysis Year <i>2030 - Existing Lanes</i>

Volume and Timing Input												
	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Number of Lanes				1		1		2	1	1	2	
Lane Group				L		R		T	R	L	T	
Volume (vph)				357		225		1209	287	168	1600	
% Heavy Vehicles				2		2		2	2	2	2	
PHF				0.95		0.95		0.95	0.95	0.95	0.95	
Pretimed/Actuated (P/A)				A		A		A	A	A	A	
Startup Lost Time				2.0		2.0		2.0	2.0	2.0	2.0	
Extension of Effective Green				2.0		2.0		2.0	2.0	2.0	2.0	
Arrival Type				3		3		3	3	3	3	
Unit Extension				3.0		3.0		3.0	3.0	3.0	3.0	
Ped/Bike/RTOR Volume	0	0		0	0	0	0	0	0	0	0	
Lane Width				12.0		12.0		12.0	12.0	12.0	12.0	
Parking/Grade/Parking	N	0	N	N	0	N	N	0	N	N	0	N
Parking/Hour												
Bus Stops/Hour				0		0		0	0	0	0	
Minimum Pedestrian Time		3.2			3.2			3.2			3.2	
Phasing	WB Only	02	03	04	SB Only	NS Perm	07	08				
Timing	G = 60.0	G = 0.0	G = 0.0	G =	G = 25.0	G = 45.0	G = 0.0	G = 0.0				
	Y = 5	Y = 0	Y = 0	Y =	Y = 5	Y = 5	Y = 0	Y = 0				
Duration of Analysis (hrs) = 0.25							Cycle Length C = 145.0					

Lane Group Capacity, Control Delay, and LOS Determination												
	EB			WB			NB			SB		
	Adjusted Flow Rate				376		237		1273	302	177	1684
Lane Group Capacity				732		983		1101	1201	356	1835	
v/c Ratio				0.51		0.24		1.16	0.25	0.50	0.92	
Green Ratio				0.41		0.62		0.31	0.76	0.52	0.52	
Uniform Delay d ₁				31.6		12.3		50.0	5.2	31.1	32.2	
Delay Factor k				0.12		0.11		0.50	0.11	0.11	0.44	
Incremental Delay d ₂				0.6		0.1		80.8	0.1	1.1	7.9	
PF Factor				1.000		1.000		1.000	1.000	1.000	1.000	
Control Delay				32.3		12.4		130.8	5.3	32.2	40.0	
Lane Group LOS				C		B		F	A	C	D	
Approach Delay				24.6			106.8			39.3		
Approach LOS				C			F			D		
Intersection Delay	63.3			Intersection LOS						E		

SHORT REPORT

General Information	Site Information
Analyst <i>PTC</i>	Intersection <i>117th Court N & Central Blvd</i>
Agency or Co. <i>#14-002Q</i>	Area Type <i>All other areas</i>
Date Performed <i>12/3/15</i>	Jurisdiction <i>PBC - Proposed Timing</i>
Time Period <i>PM Pk; Scenario 3</i>	Analysis Year <i>2030 - Existing Lanes</i>

Volume and Timing Input												
	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Number of Lanes				1		1		2	1	1	2	
Lane Group				L		R		T	R	L	T	
Volume (vph)				357		225		1209	287	168	1600	
% Heavy Vehicles				2		2		2	2	2	2	
PHF				0.95		0.95		0.95	0.95	0.95	0.95	
Pretimed/Actuated (P/A)				A		A		A	A	A	A	
Startup Lost Time				2.0		2.0		2.0	2.0	2.0	2.0	
Extension of Effective Green				2.0		2.0		2.0	2.0	2.0	2.0	
Arrival Type				3		3		3	3	3	3	
Unit Extension				3.0		3.0		3.0	3.0	3.0	3.0	
Ped/Bike/RTOR Volume	0	0		0	0	0	0	0	0	0	0	
Lane Width				12.0		12.0		12.0	12.0	12.0	12.0	
Parking/Grade/Parking	N	0	N	N	0	N	N	0	N	N	0	N
Parking/Hour												
Bus Stops/Hour				0		0		0	0	0	0	
Minimum Pedestrian Time		3.2			3.2			3.2			3.2	
Phasing	WB Only	02	03	04	SB Only	NS Perm	07	08				
Timing	G = 40.0	G = 0.0	G = 0.0	G =	G = 20.0	G = 45.0	G = 0.0	G = 0.0				
	Y = 5	Y = 0	Y = 0	Y =	Y = 5	Y = 5	Y = 0	Y = 0				
Duration of Analysis (hrs) = 0.25						Cycle Length C = 120.0						

Lane Group Capacity, Control Delay, and LOS Determination												
	EB			WB			NB			SB		
	Adjusted Flow Rate				376		237		1273	302	177	1684
Lane Group Capacity				590		857		1330	1187	357	2069	
v/c Ratio				0.64		0.28		0.96	0.25	0.50	0.81	
Green Ratio				0.33		0.54		0.38	0.75	0.58	0.58	
Uniform Delay d ₁				33.9		14.8		36.6	4.6	24.7	19.8	
Delay Factor k				0.22		0.11		0.47	0.11	0.11	0.35	
Incremental Delay d ₂				2.3		0.2		15.6	0.1	1.1	2.6	
PF Factor				1.000		1.000		1.000	1.000	1.000	1.000	
Control Delay				36.2		15.0		52.2	4.7	25.8	22.5	
Lane Group LOS				D		B		D	A	C	C	
Approach Delay				28.0			43.1			22.8		
Approach LOS				C			D			C		
Intersection Delay	31.5			Intersection LOS						C		

SHORT REPORT

General Information	Site Information
Analyst <i>PTC</i>	Intersection <i>117th Court N & Central Blvd</i>
Agency or Co. <i>#14-002Q</i>	Area Type <i>All other areas</i>
Date Performed <i>12/3/15</i>	Jurisdiction <i>PBC - Existing Timing</i>
Time Period <i>PM Pk; Scenario 4</i>	Analysis Year <i>2030 - Existing Lanes</i>

Volume and Timing Input												
	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Number of Lanes				1		1		2	1	1	2	
Lane Group				L		R		T	R	L	T	
Volume (vph)				162		225		1209	129	168	1600	
% Heavy Vehicles				2		2		2	2	2	2	
PHF				0.95		0.95		0.95	0.95	0.95	0.95	
Pretimed/Actuated (P/A)				A		A		A	A	A	A	
Startup Lost Time				2.0		2.0		2.0	2.0	2.0	2.0	
Extension of Effective Green				2.0		2.0		2.0	2.0	2.0	2.0	
Arrival Type				3		3		3	3	3	3	
Unit Extension				3.0		3.0		3.0	3.0	3.0	3.0	
Ped/Bike/RTOR Volume	0	0		0	0	0	0	0	0	0	0	
Lane Width				12.0		12.0		12.0	12.0	12.0	12.0	
Parking/Grade/Parking	N	0	N	N	0	N	N	0	N	N	0	N
Parking/Hour												
Bus Stops/Hour				0		0		0	0	0	0	
Minimum Pedestrian Time		3.2			3.2			3.2			3.2	
Phasing	WB Only	02	03	04	SB Only	NS Perm	07	08				
Timing	G = 60.0	G = 0.0	G = 0.0	G =	G = 25.0	G = 45.0	G = 0.0	G = 0.0				
	Y = 5	Y = 0	Y = 0	Y =	Y = 5	Y = 5	Y = 0	Y = 0				
Duration of Analysis (hrs) = 0.25						Cycle Length C = 145.0						

Lane Group Capacity, Control Delay, and LOS Determination												
	EB			WB			NB			SB		
	Adjusted Flow Rate				171		237		1273	136	177	1684
Lane Group Capacity				732		983		1101	1201	356	1835	
v/c Ratio				0.23		0.24		1.16	0.11	0.50	0.92	
Green Ratio				0.41		0.62		0.31	0.76	0.52	0.52	
Uniform Delay d ₁				27.6		12.3		50.0	4.6	31.1	32.2	
Delay Factor k				0.11		0.11		0.50	0.11	0.11	0.44	
Incremental Delay d ₂				0.2		0.1		80.8	0.0	1.1	7.9	
PF Factor				1.000		1.000		1.000	1.000	1.000	1.000	
Control Delay				27.7		12.4		130.8	4.7	32.2	40.0	
Lane Group LOS				C		B		F	A	C	D	
Approach Delay				18.8			118.6			39.3		
Approach LOS				B			F			D		
Intersection Delay	67.4			Intersection LOS						E		

SHORT REPORT

General Information	Site Information
Analyst <i>PTC</i>	Intersection <i>117th Court N & Central Blvd</i>
Agency or Co. <i>#14-002Q</i>	Area Type <i>All other areas</i>
Date Performed <i>12/3/15</i>	Jurisdiction <i>PBC - Proposed Timing</i>
Time Period <i>PM Pk; Scenario 4</i>	Analysis Year <i>2030 - Proposed Lanes</i>

Volume and Timing Input												
	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Number of Lanes				1		1		2	1	2	2	
Lane Group				L		R		T	R	L	T	
Volume (vph)				162		225		1209	129	168	1600	
% Heavy Vehicles				2		2		2	2	2	2	
PHF				0.95		0.95		0.95	0.95	0.95	0.95	
Pretimed/Actuated (P/A)				A		A		A	A	A	A	
Startup Lost Time				2.0		2.0		2.0	2.0	2.0	2.0	
Extension of Effective Green				2.0		2.0		2.0	2.0	2.0	2.0	
Arrival Type				3		3		3	3	3	3	
Unit Extension				3.0		3.0		3.0	3.0	3.0	3.0	
Ped/Bike/RTOR Volume	0	0		0	0	0	0	0	0	0	0	
Lane Width				12.0		12.0		12.0	12.0	12.0	12.0	
Parking/Grade/Parking	N	0	N	N	0	N	N	0	N	N	0	N
Parking/Hour												
Bus Stops/Hour				0		0		0	0	0	0	
Minimum Pedestrian Time		3.2			3.2			3.2			3.2	
Phasing	WB Only	02	03	04	SB Only	Thru & RT	07	08				
Timing	G = 50.0	G = 0.0	G = 0.0	G =	G = 25.0	G = 55.0	G = 0.0	G = 0.0				
	Y = 5	Y = 0	Y = 0	Y =	Y = 5	Y = 5	Y = 0	Y = 0				
Duration of Analysis (hrs) = 0.25							Cycle Length C = 145.0					

Lane Group Capacity, Control Delay, and LOS Determination												
	EB			WB			NB			SB		
	Adjusted Flow Rate				171		237		1273	136	177	1684
Lane Group Capacity				610		873		1345	1201	593	2079	
v/c Ratio				0.28		0.27		0.95	0.11	0.30	0.81	
Green Ratio				0.34		0.55		0.38	0.76	0.17	0.59	
Uniform Delay d ₁				34.5		17.1		43.6	4.6	52.3	23.6	
Delay Factor k				0.11		0.11		0.46	0.11	0.11	0.35	
Incremental Delay d ₂				0.3		0.2		13.8	0.0	0.3	2.5	
PF Factor				1.000		1.000		1.000	1.000	1.000	1.000	
Control Delay				34.7		17.3		57.4	4.7	52.6	26.2	
Lane Group LOS				C		B		E	A	D	C	
Approach Delay				24.6			52.3			28.7		
Approach LOS				C			D			C		
Intersection Delay	37.3			Intersection LOS						D		

14325 : 453 - PGA Blvd and Shady Lane / Hickory Dr (Standard File)

TB Coor, Day Plan [4.4]

Day Plan Table 1	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Hour		6	9	16	20											
Minute		30														
Action	100	2	1	3	4											

Day Plan Table 2	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Hour		8	11	19												
Minute																
Action	100	4	1	4												

Day Plan Table 3	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Hour		8	11	19												
Minute																
Action	100	4	1	4												

Coordination, Pattern 1-16 [2.1]/Coordination, Alt Tables+[2.6]

Pattern	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Cycle Time	110	170	180	100							140	150	140	130	110	120
Offset Time	97	34	127	25							47	38	93	65	19	33
Split Number	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Seq Number	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Ph Opt Alt																
Ph Time Alt																

Coordination, Splits [2.7.1]

Split Table 1	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time	17	52		41	17	52		41								
Mode	NON	MAX	NON	NON	NON	MAX	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord-Ph		ON														

Split Table 2	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time	19	110		41	19	110		41								
Mode	NON	MAX	NON	NON	NON	MAX	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord-Ph		ON														

Split Table 3	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time	20	119		41	20	119		41								
Mode	NON	MAX	NON	NON	NON	MAX	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord-Ph		ON														

Split Table 4	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time	19	60		21	19	60		21								
Mode	NON	MAX	NON	NON	NON	MAX	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord-Ph		ON														

Split Table 5	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time																
Mode	NON	MAX	NON	NON	NON	MAX	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord-Ph		ON														

Split Table 6	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time																
Mode	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord-Ph		ON														

Approved By: Quazi Bari

Date: _____

CONTROLLER TIME SHEET

DATE TIMING INSTALLED: _____

INTERSECTION:	117 TH COURT AND CENTRAL BLVD	CONTROLLER TYPE:	NAZTEC
SIGNAL #	12545	SYSTEM #	400
WATSON B. DUNCAN MIDDLE/TIMBER TRACE ELEM			

PHASE NUMBER	APPROACH	MIN GREEN	GAP EXT	MAX 1	MAX 2	YEL CLR	RED CLR	WALK	PED CLR	MIN RCL	MAX RCL	PED RCL	LOCK CALLS	NA1 RIW	DETECTOR SETTINGS
	INTERVAL														
1															
2	NA	20.0	4.0	45.0	45.0	4.0	1.0	0.0	0.0	1			1		L2:NORMAL
3															
4	EA	6.0	4.0	60.0	75.0	4.0	1.0	7.0	22.0	0			0		L4:D/N (5) L4R:D/N (10)
5	NALT	4.0	2.0	25.0	25.0	4.0	1.0	0.0	0.0	0			0		L5:NORMAL
6	SA	20.0	4.0	45.0	45.0	4.0	1.0	7.0	22.0	1			1		L6:NORMAL
7															
8															

PRE-EMPTION TIMING							SPECIAL FUNCTIONS				
GREEN BEFORE	TRACK CLR	TRACK CLR YEL	MIN DWELL	YEL AFTER	RED AFTER		START @	DUAL ENTRY	DET SWITCH	OUT OF FLASH	INTO FLASH
									YES		
							2-6	2,6	5	2-6	4
COMMENTS STOP-N-GO 06:30 THRU 18:30 SCHOOL DAYS ONLY. FLASH ALL OTHER HOURS.							TIMING DESIGNED BY: Q. BARI, P.E.		DATE: 1/14/2013		
MAX II ACTIVE 7:30 TO 8:00 SCHOOL DAYS ONLY.							APPROVED BY: Q. BARI, P.E.		DATE:		



PRE-PROPOSAL CONFERENCE & INFORMATION SESSION

SIGN-IN SHEET

DATE: OCTOBER 19, 2018

SOLICITATION: RFP2018-050CS, DEVELOPMENT OF THE GARDENS NORTH COUNTY DISTRICT PARK INDOOR RECREATION FACILITY

NAME	ORGANIZATION	TELEPHONE	EMAIL
KM! RA	PBG, Purchasing	34.799.4197	KMRA@PBGFL.COM
Alycia Oppenheim	The Tamara Peacock Company	954-728-8000	tamara@tamarapeacock.com
JEFF CAMPOZ	PALM BEACH NORTH Athletic Foundation	(954) 647-8090	jeff@campocconsultinggroup.com
TABB ORMSBY	WGI	(561) 713-1687	tabb.ormsby@wginc.com
Carl Kreidler	NONE	561 626 1554	carlkreidler@aol.com
NELO FREIDMEL	STEPHEN BRUFF ARCHITECTS + PLANNERS	561-471-8520	NELO@SBA-ARCH.COM
TAD ROWE	Simmons & White Inc	561-478-7848	tad@simmonsandwhite.com
JEFF BROPHY	WGI	561-309-1525	jeff.brophy@wginc.com
Charlotte Presensky	PBG Leisure Services	561-804-7042	cpresensky@pbgfl.com
David Reyes	PBG Comm. Serv.	561-804-7015	dreyes@pbgfl.com
DANIEL PRIETO	PBG LEISURE SERVICES	630-1117	dprieto@pbgfl.com
Melvern Atencio	ACAI ASSOCIATES	954-484-4000	matencio matencio@acemworld.com
Rudo Sueliano	Vipers Sports Complex	513-545-8407	rsueliano7@gmail.com



City of Palm Beach Gardens
10500 North Military Trail
Palm Beach Gardens, FL 33410

**PUBLIC NOTICE
PRE-PROPOSAL CONFERENCE,
INFORMATION SESSION & SITE VISIT**

DATE: October 4, 2018
SOLICITATION NO.: RFP2018-050CS
TITLE: Development of The Gardens North County District Park Indoor Recreation Facility

The City of Palm Beach Gardens gives public notice that a Pre-Proposal Conference, Information Session, and Site Visit for the above-referenced Solicitation will be held as follows:

Friday, October 19, 2018
10:00AM
City Hall
Council Chambers
10500 N Military Trail
Palm Beach Gardens, FL 33410

After the Conference and Information Session, a Facility Tour/Site Visit will be held at The Gardens North County District Park to review the site where the project is to be constructed.

As required by Florida Statutes, a recording of the meeting will be created and made available to anyone requesting a copy through the Office of the City Clerk.

Per:

Km! Ra

**CPPO, CPPB, CPSM, C.P.M., CAP-OM, CPCP, FCCM, PMP
Purchasing and Contracts Director**

**c: Patty Snider, CMC
City Clerk**



City of Palm Beach Gardens
10500 North Military Trail
Palm Beach Gardens, FL 33410

PURCHASING DEPARTMENT

REQUEST FOR PROPOSALS

RFP2018-050CS

DEVELOPMENT OF THE GARDENS NORTH COUNTY DISTRICT PARK INDOOR RECREATION FACILITY

DUE DATE AND TIME: FRIDAY, DECEMBER 28, 2018, AT 3:00PM (LOCAL TIME)

INSTRUCTIONS

Sealed Proposals must be received on or before the due date and time (local time) at the office of the City Clerk, 10500 North Military Trail, Palm Beach Gardens, Florida 33410. Normal City business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, except holidays.

All Proposals will be publicly opened at City Hall. Each Proposal submitted to the City Clerk **shall have the following information clearly marked on the face of the envelope**: Proposer's name, return address, RFP number, due date for Proposals, and the title of the RFP. Included in the envelope shall **be a signed original Solicitation Summary and one (1) electronic version of your Proposal on CD or a USB thumb drive in a usable PDF format**. If the Solicitation Summary is not included in the envelope as a hard copy, the City may deem your Proposal non-responsive. A hard-copy of your Proposal is not required. Proposals must contain all information required to be included in the submittal, as described in this Solicitation.

BROADCAST

The City of Palm Beach Gardens utilizes electronic online services for notification and distribution of its Solicitation documents. The City's Solicitation information can be obtained from: **a) Public Purchase** - Please contact Public Purchase at support@publicpurchase.com; www.publicpurchase.com; or call 801.932.7000 for additional information on registration; **b) DemandStar** - Please contact DemandStar at www.demandstar.com or by calling them at 1.800.711.1712; **c) Bid Notifications** - The City emails all advertised Solicitations to vendors who have signed up for bid notifications. To sign up for bid notifications, please visit the City's Purchasing webpage at www.pbgfl.com/purchasing and click on the "Sign Up for Bid Notifications" link. Proposers who obtain Solicitations from sources other than those named above are cautioned that the Request for Proposals package may be incomplete. The City will not evaluate incomplete Proposal packages. DemandStar and Public Purchase are independent entities and are not agents or representatives of the City. Communications to these entities do not constitute communications to the City. The City is not responsible for errors and omissions occurring in the transmission or downloading of any documents, addenda, plans, or specifications from these websites. In the event of any discrepancy between information on these websites and the hard copy Solicitation documents, the terms and conditions of the hardcopy documents will prevail.

CONTACT PERSON

Any questions regarding the specifications and Solicitation process must be submitted in writing to the Purchasing Department for the Purchasing and Contracts Director at kmra@pbgfl.com. To allow enough time for the City to respond, requests for clarification and additional information should be received at least **seventy-two (72) hours** before the Due Date for Proposals.



LEGAL ADVERTISEMENT

REQUEST FOR PROPOSALS NO. RFP2018-050CS

DEVELOPMENT OF THE GARDENS NORTH COUNTY DISTRICT PARK INDOOR RECREATION FACILITY

The City of Palm Beach Gardens is seeking Proposals from qualified firms for the design, construction, operation and maintenance of an Indoor Recreation Facility at the Gardens North County District Park, on the area of land proposed for such development, in accordance with the terms, conditions, and specifications contained in this Request for Proposals.

Request for Proposals documents are available beginning Wednesday, September 19, 2018, at 8:00 a.m. local time on the City of Palm Beach Gardens' website at www.pbgfl.com and following the link to the Purchasing webpage, or by contacting the City Clerk's Office at 561.799.4121.

Sealed Proposal packages must be clearly marked "RFP2018-050CS, Development of the Gardens North County District Park Indoor Recreation Facility", and delivered to the Office of the City Clerk at 10500 North Military Trail, Palm Beach Gardens, Florida 33410. The deadline for submission of Proposals is Friday, December 28, 2018, at 3:00 p.m. local time. At that time, the Proposals will be publicly opened and read aloud at City Hall, 10500 North Military Trail, Palm Beach Gardens, Florida 33410. **Late Proposals will not be accepted and will be returned to the sender unopened.**

The City will hold a Pre-Proposal Conference and Information Session on Friday, October 19, 2018, at City Hall, City of Palm Beach Gardens, starting promptly at 10:00 a.m. Attendance is strongly recommended, but not mandatory.

It is the responsibility of the Proposer to ensure all pages are included in the submission. All Proposers are advised to closely examine the Solicitation package. Any questions regarding the completeness or substance of the Solicitation package or scope of services must be submitted in writing via email or fax to Km! Ra, Purchasing and Contracts Director, kmra@pbgfl.com or 561.799.4134.

The City of Palm Beach Gardens is exempt from Federal and State Taxes for tangible personal property tax.

The City of Palm Beach Gardens reserves the right to accept or reject any or all Proposals, in whole or in part, with or without cause, to waive any irregularities and/or technicalities, and to award the contract on such coverage and terms it deems will best serve the interests of the City.

CITY OF PALM BEACH GARDENS
Patricia Snider, CMC, City Clerk

Publish: Palm Beach Post
Wednesday, September 19, 2018

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SECTION 1
PRE-PROPOSAL CONFERENCE AND INFORMATION SESSION

- 1.1 A Pre-Proposal Conference and Information Session will be held:

Friday, October 19, 2018, at 10:00 a.m. Local Time
at
Council Chambers
City of Palm Beach Gardens
10500 North Military Trail
Palm Beach Gardens, FL 33410

Attendance is highly recommended, but not mandatory, for those intending to submit a Proposal.

After the Conference, there will be a follow-up tour and Site Visit at the Gardens North County District Park where the Indoor Recreation Facility is proposed to be constructed.

If you need a sign language interpreter or materials in accessible format for this event, please contact the Purchasing Department at 561.799.4197 at least 5 days in advance.

- 1.2 The purpose of the Pre-Proposal Conference and Site Visit, is to provide and solicit information relative to the scope, purpose, nature, and extent of the work, and any local conditions that may affect the work and its performance. Submission of a Proposal shall constitute an acknowledgement by the Proposer that it has thoroughly examined and is familiar with the requirements of this Solicitation package.

The failure or neglect of a Proposer to examine the Solicitation package shall in no way relieve the Proposer of any obligation with respect to its Proposal or the requirements of the contract. No claim for additional compensation will be allowed which is based on a lack of knowledge of the requirements of this Solicitation package or the resultant contract.

SECTION 2 PROJECT OVERVIEW

- 2.1 The City of Palm Beach Gardens, Florida, is soliciting Proposals from qualified Proposers for the design, construction, operation and maintenance of an Indoor Recreation Facility at the Gardens North County District Park, on the area of land proposed for such development, in accordance with the terms, conditions, and specifications contained in this Request for Proposals.

This Solicitation is subject to the public private partnership guidelines and provisions of Florida Statutes.

- 2.2 The City intends to award a contract to the selected Proposer that will incorporate all preliminary planning, design, architectural drawings, pre-construction, construction, and post-construction work requirements of the Project, and the eventual construction, operation, and maintenance of the Indoor Recreation Facility.

The selected Proposer shall consider and include a full service architectural and engineering firm, a fully-committed financing entity, a sports consultant, and any other subcontractors or consultants necessary for a successful Project. The selected Proposer and its partners must be able and willing to work with the City's consultants and contractors on this Project. Consultants and contractors may include interior designers, security consultants, art consultants, public advisory board members, Palm beach County, residents, community groups, and others.

- 2.3 The anticipated schedule for this Solicitation is as follows:

ITEM	EVENT	DATE/TIME
a.	Solicitation Package Issued	September 19, 2018
b.	Pre-Proposal Conference	October 19, 2018
c.	Due Date for Proposals	December 28, 2018
d.	Evaluation Process Begins	January 2019
e.	Evaluation Process Completed	March 2019
f.	Contract Award	April/May 2019

- 2.4 Included in this Request for Proposals are several documents and exhibits that are provided as guidance and information to prospective Proposers. The City makes no claims as to the accuracy of the information provided. It is the responsibility of prospective Proposers to verify the accuracy of the information provided, and to perform and conduct any studies or surveys as part of their due diligence, before submitting a Proposal for this Project.

SECTION 3 GENERAL TERMS AND CONDITIONS

3.1 DEFINITIONS

- a. *Proposal: any offer(s) submitted in response to this Request for Proposal.*
- b. *Proposer: person or firm submitting a response to this Request for Proposal.*
- c. *Solicitation or Request for Proposal: this Solicitation documentation, including any and all addenda.*
- d. *Proposal Submittal forms: describes the goods or services to be purchased, and must be completed and submitted with the Proposal.*
- e. *City: shall refer to the City of Palm Beach Gardens, Florida.*
- f. *Contract or Agreement: Request for Proposal, all addenda issued thereto, all affidavits, the signed agreement, and all related documents that comprise the totality of the contract or agreement between the City and the Proposer.*
- g. *Contractor: selected Proposer that is awarded a contract to provide the goods or services to the City.*
- h. *Purchasing Department: Purchasing Department of the City of Palm Beach Gardens, Florida.*
- i. *Responsible Proposer: Proposer that has the capability in all respects to perform in full the contract requirements, as stated in the Request for Proposals, and the integrity and reliability that will assure good-faith performance.*
- j. *Responsive Proposer: Proposer whose Proposal conforms in all material respects to the terms and conditions included in the Request for Proposals.*

3.2 CONE OF SILENCE

Pursuant to Section 2-355 of the Palm Beach County Ordinance No. 2011-039, and the purchasing policies of the City of Palm Beach Gardens, all Solicitations, once advertised and until the appropriate authority has approved an award recommendation, are under the "Cone of Silence". This limits and requires documentation of communications between potential bidders and/or bidders on City Solicitations, the City's professional staff, and the City Council members.

3.3 ADDENDUM

The Purchasing Department may issue an addendum in response to any inquiry received, prior to the due date for Proposals, which changes, adds, or clarifies the terms, provisions, or requirements of the Solicitation. The Proposer should not rely on any representation, statement, or explanation, whether written or verbal, other than those made in the Solicitation document or in the addenda issued.

Where there appears to be a conflict between the Solicitation and any addenda, the last addendum issued shall prevail. It is the Proposer's responsibility to ensure receipt of all addenda and any accompanying documentation. The Proposer is required to submit with its Proposal a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

3.4 LEGAL REQUIREMENTS

This Solicitation is subject to all legal requirements contained in the applicable City Ordinances and Resolutions, as well as all applicable City, State, and Federal Statutes. Where conflict exists between this Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State, and local.

3.5 CHANGE OF PROPOSAL

Prior to the scheduled due date for Proposals, a Proposer may change its Proposal by submitting a new Proposal (as indicated on the cover page) with a letter on the firm's letterhead, signed by an authorized agent stating that the new Proposal replaces the original Proposal. The new submittal shall contain the letter and all information as required for submitting the original Proposal. No changes to a Proposal will be accepted after Proposals have been opened.

3.6 WITHDRAWAL OF PROPOSAL

A Proposal shall be irrevocable unless the Proposal is withdrawn as provided herein. Only a written letter received by the Purchasing Department prior to the due date for Proposals may withdraw a Proposal. A Proposal may also be withdrawn ninety (90) days after the Proposal has been opened and prior to award, by submitting a letter to the Purchasing and Contracts Director. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Proposer.

3.7 CONFLICTS WITHIN THE SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Scope of Services, and/or Description of Items, the Proposal Submittal forms, or any addendum issued, the order of precedence shall be: the last addendum issued, the Proposal Submittal forms, the Scope of Services and/or Description of Items, the Special Conditions, and then the General Terms and Conditions.

3.8 PROMPT PAYMENT TERMS

It is the policy of the City of Palm Beach Gardens that payment for all purchases by City departments shall be made in a timely manner. The City will pay the selected Proposer upon receipt and acceptance of the goods or services by a duly authorized representative of the City. In accordance with Florida Statutes, Section 218.74, the time at which

payment shall be due from the City shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. Proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the City Manager or designee, not later than sixty (60) days after the date on which the proper invoice was received by the City.

3.9 DISCOUNTS (PROMPT PAYMENTS)

The Proposer may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the selected Proposer during the evaluation period. Proposers are requested to provide prompt payment terms in the space provided on the Proposal submittal forms signature page of the Solicitation.

3.10 PREPARATION OF PROPOSALS

- a. The Proposal submittal forms define requirements of the services to be performed or the items to be purchased, and must be completed and submitted with the Proposal. Use of any other forms will result in the rejection of the Proposal. The Proposal submittal forms must be legible. Proposers shall use typewriter, computer, or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Proposal to be rejected.
- b. An authorized agent of the Proposer's firm must sign the Proposal submittal forms where indicated. **Failure to sign the Signature Page of the Proposal shall render the Proposal non-responsive.**
- c. The Proposer must identify any exceptions it takes to the terms and conditions of the Solicitation and contract. Exceptions will not automatically result in the Proposer being deemed non-responsive; however, such a determination is at the discretion of the City. Proposers are cautioned that they may be considered non-responsive if Proposals are conditioned to modifications, changes, or revisions to the terms and conditions of this Solicitation.
- d. The Proposer may submit alternate Proposal(s) for the same Solicitation provided that such offer is allowable under the terms and conditions. The alternate Proposal must meet or exceed the minimum requirements and be submitted as a separate Proposal marked "Alternate Proposal".
- e. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- f. Late Proposals will not be accepted and will be returned to the sender unopened. It is the Proposer's responsibility to ensure timely delivery by the due date and time, and at the place stated in this Solicitation. No exceptions will be made due to weather, carrier, traffic, illness, or other issues.

3.11 CANCELLATION OF SOLICITATION

The City of Palm Beach Gardens reserves the right to cancel, in whole or in part, any Requests for Proposals when it is in the best interest of the City.

3.12 AWARD OF CONTRACT

- a. This contract may be awarded to the responsive and responsible Proposer meeting all requirements as set forth in the Solicitation. The City reserves the right to reject any and all Proposals, to waive irregularities or technicalities, and to re-advertise for all or any part of this Solicitation as deemed in its best interest. The City shall be the sole judge of its best interest.
- b. The City reserves the right to reject any and all Proposals if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the City's best interest to do so.
- c. The Proposer's prior performance as a prime contractor or subcontractor on previous City contracts shall be taken into account in evaluating the Proposal received for this Solicitation.
- d. The City will provide a copy of the ranking and scores to all Proposers responding to this Solicitation.
- e. Award of this Proposal may be predicated on compliance with and submittal of all required documents as stipulated in the Solicitation.
- f. The City reserves the right to request and evaluate additional information from any Proposer after the due date for Proposals, as the City deems necessary.

3.13 CONTRACT EXTENSION

The City reserves the right to automatically extend any agreement for a maximum period not to exceed ninety (90) calendar days in order to provide City departments with continual service and supplies while a new agreement is being solicited, evaluated, and/or successful.

3.14 WARRANTY

All warranties express and implied shall be made available to the City for goods and services covered by this Solicitation. All goods furnished shall be fully guaranteed by the selected Proposer against factory defects and workmanship. At no expense to the City, the selected Proposer shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty.

3.15 ESTIMATED QUANTITIES

Estimated quantities or dollars are for Proposer's guidance only: (a) estimates are based on the City's anticipated needs and/or usage; and (b) the City may use these estimates to determine the selected Proposer. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The City is not obligated to place any order for the given amount subsequent to the award of this contract.

3.16 NON-EXCLUSIVITY

It is the intent of the City to enter into an agreement with the selected Proposer that will satisfy its needs as described herein. However, the City reserves the right as deemed in its

best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to, award of other contracts, use of any contractor, or perform the work with its own employees.

without the prior written consent of the City. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the City shall constitute a material breach of the agreement and may result in termination of the contract for default.

3.17 CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the City and the selected Proposer, continue until completion at the same prices, terms, and conditions.

3.22 ASSIGNMENT

The selected Proposer shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title, or interest therein, or its power to execute such contract to any person, company, or corporation without the prior written consent of the City. Assignment without the prior consent of the City may result in termination of the contract for default.

3.18 PROTEST

a. A recommendation for contract award or rejection of award may be protested by a Proposer. The Proposer may file a written protest with the City Clerk's office. The Proposer shall file its written protest with the City Clerk, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., excluding legal holidays. Protests shall contain the name, address, and phone number of the petitioner, name of the petitioner's representative (if any), and the title and Proposal number of the Solicitation. The protest shall specifically describe the subject matter, facts giving rise to the protest, and the action requested from the City.

3.23 SHIPPING TERMS

Unless otherwise specified in the Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

b. The written protest must be received no later than seventy-two (72) consecutive hours (excluding Saturdays, Sundays, and legal holidays) after the time of award posting. Failure to file a timely formal written protest within the time period specified shall constitute a waiver by the Proposer of all rights of protest under this procedure.

3.24 RESPONSIBILITIES AS EMPLOYER

The employee(s) of the selected Proposer shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the City or any of its departments. The selected Proposer shall provide physically competent employee(s) capable of performing the work as required. The City may require the selected Proposer to remove any employee it deems unacceptable. All employees of the selected Proposer shall wear proper identification.

c. In the event of a timely protest, the City will not proceed further with award of the contract and agreement until all administrative remedies are exhausted, or until the City Manager determines the award of the contract is immediately necessary to protect the public health, welfare, or safety.

It is the selected Proposer's responsibility to ensure that all its employees and subcontractors comply with the employment regulations required by the US Department of Homeland Security. The City shall have no responsibility to check or verify the legal immigration status of any employee of the selected Proposer.

3.19 LAWS AND REGULATIONS

The selected Proposer shall comply with all laws and regulations applicable to provide the goods or services specified in this Solicitation. The Proposer shall be familiar with all federal, state, and local laws that may affect the goods and/or services offered.

3.25 INDEMNIFICATION

The selected Proposer shall indemnify and hold harmless the City and its officers, employees, agents, and instrumentalities from any and all liability, losses, or damages, including attorney's fees and costs of defense, 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, relating to, or resulting from the performance of the agreement by the selected Proposer or its employees, agents, servants, partners, principals, or subcontractors. The selected Proposer 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 attorney's fees which may be incurred thereon. The selected Proposer expressly understands and agrees that any insurance protection required by this contract agreement or otherwise provided by the selected Proposer 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.

3.20 LICENSES, PERMITS AND FEES

The selected Proposer shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations, and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the City or a selected Proposer for failure to obtain and maintain required licenses, certifications, permits, and/or inspections shall be borne by the selected Proposer.

3.21 SUBCONTRACTING

Unless otherwise specified in this Solicitation, the selected Proposer shall not subcontract any portion of the work

- 3.26 **COLLUSION**
A Proposer recommended for award as the result of a competitive Solicitation for any City purchase of supplies, materials, and services (including professional services, other than professional architectural, engineering, and other services subject to Sec. 287.055 Florida Stats.), purchase, lease, permit, concession, or management agreement shall, within five (5) business days of the filing of such recommendation, submit an affidavit under the penalty of perjury, on a form provided by the City stating either that the contractor is not related to any of the other parties proposing in the competitive Solicitation or identifying all related parties; and attesting that the Proposal is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named, and that the Proposer has not, directly or indirectly, induced or solicited any other Proposer to put in a sham Proposal, or any other person, firm, or corporation to refrain from proposing, and that the Proposer has not in any manner sought by collusion to secure to the Proposer an advantage over any other Proposer. In the event a recommended Proposer identifies related parties in the competitive Solicitation, its Proposal shall be presumed to be collusive and the recommended Proposer shall be ineligible for award unless that presumption is rebutted to the satisfaction of the City. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.
- 3.27 **MODIFICATION OF CONTRACT**
The contract may be modified by mutual consent, in writing, through the issuance of a modification to the contract, a supplemental agreement, purchase order, or change order, as appropriate.
- 3.28 **TERMINATION FOR CONVENIENCE**
The City, at its sole discretion, reserves the right to terminate any contract entered into pursuant to this Request for Proposals (RFP) with or without cause immediately upon providing written notice to the selected Proposer. Upon receipt of such notice, the selected Proposer shall not incur any additional costs under the contract. The City shall be liable only for reasonable costs incurred by the selected Proposer prior to the date of the notice of termination. The City shall be the sole judge of "reasonable costs."
- 3.29 **TERMINATION FOR DEFAULT**
The City reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the selected Proposer fails to perform in accordance with the terms and conditions stated herein by providing written notice of such failure or default and by specifying a reasonable time period within which the selected Proposer must cure any such failure to perform or default. If the selected Proposer fails to cure the default within the time specified, the City may then terminate the subject contract by providing written notice to the selected Proposer. The City further reserves the right to suspend or debar the selected Proposer in accordance with the appropriate City ordinances, resolutions, and/or policies. The vendor will be notified by letter of the City's intent to terminate. In the
- event of termination for default, the City may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement costs shall be borne by the incumbent Proposer*
- 3.30 **FRAUD AND MISREPRESENTATION**
Any individual, corporation, or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation, or material misstatement, may be debarred for up to five (5) years. The City, as a further sanction, may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.
- 3.31 **ACCESS AND AUDIT OF RECORDS**
The City reserves the right to require the selected Proposer to submit to an audit by an auditor of the City's choosing at the selected Proposer's expense. The selected Proposer shall provide access to all of its records, which relate directly or indirectly to this contract, at its place of business during regular business hours. The selected Proposer shall retain all records pertaining to this contract, and upon request, make them available to the City for three (3) years following expiration of the contract. The selected Proposer agrees to provide such assistance as may be necessary to facilitate the review or audit by the City to ensure compliance with applicable accounting and financial standards.
- 3.32 **OFFICE OF THE INSPECTOR GENERAL**
Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County programs, contracts, transactions, accounts and records. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing Projects and programs. The Inspector General may, on a random basis, perform audits on all City contracts.
- 3.33 **PRE-AWARD INSPECTION**
The City may conduct a pre-award inspection of the Proposer's premises or hold a pre-award qualification hearing to determine if the Proposer is capable of performing the requirements of this Solicitation.
- 3.34 **PROPRIETARY/CONFIDENTIAL INFORMATION**
Proposers are hereby notified that all information submitted as part of, or in support of, Proposal submittals will be available for public inspection after the opening of Proposals in compliance with Chapter 119 of the Florida Statutes; popularly known as the "Public Record Law." The Proposer shall not submit any information in response to this Solicitation that Proposer considers a trade secret, proprietary, or confidential. The submission of any information to the City in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection that would otherwise be available to the Proposer. In the event that the Proposer submits

information to the City in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the Proposal as protected or confidential, the City may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's withdrawal of the confidentiality restriction, or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the Proposal. The redaction or return of information pursuant to this clause may render a Proposal non-responsive.

3.35 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Any person or entity that performs or assists the City of Palm Beach Gardens with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996. HIPAA mandates for privacy, security, and electronic transfer standards include, but are not limited to:

- a. Use of information only for performing services required by the contract or as required by law;
- b. Use of appropriate safeguards to prevent non-permitted disclosures;
- c. Reporting to the City of Palm Beach Gardens any non-permitted use or disclosure;
- d. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Proposer and reasonable assurances that IIHI/PHI will be held confidential;
- e. Making Protected Health Information (PHI) available to the customer;
- f. Making PHI available to the customer for review and amendment, and incorporating any amendments requested by the customer;
- g. Making PHI available to the City of Palm Beach Gardens for an accounting of disclosures; and
- h. Making internal practices, books, and records related to PHI available to the City of Palm Beach Gardens for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records and/or electronic transfer of data). The selected Proposer must give its customers written notice of its privacy information practices, including specifically, a description of the types of uses and disclosures that would be made with protected health information.

3.36 ADDITIONAL FEES AND SURCHARGES
 Unless provided for in the contract/agreement, the City will not make any additional payments such as fuel surcharges, demurrage fees, or delay-in-delivery charges.

3.37 COMPLIANCE WITH FEDERAL STANDARDS
 All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

3.38 COMPLIANCE WITH FEDERAL REGULATIONS DUE TO USE OF FEDERAL FUNDING
 If the goods or services to be acquired under this Solicitation are to be purchased, in part or in whole, with Federal funding, it is hereby agreed and understood that Section 60-250.4, Section 60-250.5, and Section 60-741.4 of Title 41 of the United States Code, which addresses Affirmative Action requirements for disabled workers, is incorporated into this Solicitation and resultant contract by reference.

3.39 BINDING EFFECT
 All of the terms and provisions of this contract/agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and permitted assigns.

3.40 SEVERABILITY
 If any part of this contract is contrary to, prohibited by, or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

3.41 GOVERNING LAW AND VENUE
 This contract and all transactions contemplated by this agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to any contrary conflicts of law principle. Venue of all proceedings in connection herewith shall lie exclusively in Palm Beach County, Florida, and each party hereby waives whatever its respective rights may have been in the selection of venue.

3.42 ATTORNEY'S FEES
 It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce compliance with this contract or interpret same, or if any administrative proceeding is brought for the same purposes, each party shall pay their own attorney's fees and costs, including appellate fees and costs.

3.43 EQUAL OPPORTUNITY AND ANTI-DISCRIMINATION
 The City of Palm Beach Gardens complies with all laws prohibiting discrimination on the basis of age, race, gender, religion, creed, political affiliation, sexual orientation,

physical or mental disability, color or national origin, and therefore is committed to assuring equal opportunity in the award of contracts and encourages small, local, minority, and female-owned businesses to participate.

During the performance of this contract, the selected Proposer agrees it will not discriminate or permit discrimination in its hiring practices or in its performance of the contract. The selected Proposer shall strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the State of Florida, Palm Beach County, and the federal government.

The selected Proposer further acknowledges and agrees to provide the City with all information and documentation that may be requested by the City from time to time regarding the Solicitation, selection, treatment, and payment of subcontractors, suppliers, and Proposers in connection with this contract.

contract. The City, at its sole discretion, will determine if the prices offered are reasonable, and may choose to purchase the goods or services from the selected Proposer, another contract Proposer, or a non-contract Proposer.

3.44 AVAILABILITY OF CONTRACT TO OTHER CITY DEPARTMENTS

It is agreed and understood that any City department or agency may access this contract and purchase the goods or services successful herein. Each City department will issue a separate purchase order to the selected Proposer for the department's specific purchases.

3.45 CRIMINAL HISTORY BACKGROUND CHECKS

Prior to hiring a contract employee or contracting with a Proposer, the City may conduct a comprehensive criminal background check by accessing any Federal, State, or local law enforcement database available. The contract employee or Proposer will be required to sign an authorization for the City to access criminal background information. The costs for the background checks shall be borne by the City.

3.46 LABOR, MATERIALS, AND EQUIPMENT

Unless specified elsewhere in the Solicitation or resultant contract, all labor, materials, and equipment required for the performance of the requirements of the contract shall be supplied by the selected Proposer.

3.47 MINIMUM WAGE REQUIREMENTS

The selected Proposer shall comply with all minimum wage requirements, such as Living Wage requirements, minimum wages based on Federal Law, minimum wages based on the Davis-Bacon Act, and the provisions of any other employment laws, as may be applicable to this contract.

3.48 PACKING SLIP AND DELIVERY TICKET

A packing slip and/or delivery ticket shall accompany all items delivered to the City. The documents shall include information on the contract number or purchase order, any back-order items, and the number or quantity of items being delivered.

3.49 PURCHASE OF OTHER ITEMS

The City reserves the right to purchase other related goods or services, not listed in the Solicitation, during the contract term. When such requirements are identified, the City may request a price quote from the selected Proposer on the

3.50 PUBLIC RECORDS

Florida law provides that municipal records shall at all times be available to the public for inspection. Chapter 119, Florida Statutes, the Public Records Law, requires that all material submitted in connection with a Proposal response shall be deemed to be public record subject to public inspection upon award, recommendation for award, or thirty (30) days after Proposal opening, whichever occurs first. Certain exemptions to public disclosure are statutorily provided for in Section 119.07, Florida Statutes. If the Proposer believes any of the information contained in his/her/its Proposal is considered confidential and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and is exempt from the Public Records Law, then the Proposer must, in its response, specifically identify the material which is deemed to be exempt and state the legal authority for the exemption. All materials that qualify for exemption from Chapter 119, Florida Statutes or other applicable law must be submitted in a separate envelope, clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE" with the firm's name and the Proposal number clearly marked on the outside. The City will not accept Proposals when the entire Proposal is labeled as exempt from disclosure. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, 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.

The selected Proposer(s) shall keep and maintain public records and fully comply with the requirements set forth at Section 119.0701, Florida Statutes, as applicable; failure to do so shall constitute a material breach of any and all agreements awarded pursuant to this Solicitation.

3.51 CONFLICTS OF INTEREST

All Proposers must disclose with their Proposal the name of any officer, director, or agent who is also an employee of the City of Palm Beach Gardens. Further, all Proposers must disclose the name of any City employee who has any interest, financial or otherwise, direct or indirect, of five percent (5%) or more in the Proposers' firm or any of its branches. Failure to disclose any such affiliation will result in disqualification of the Proposer from this Solicitation and may be grounds for further disqualification from participating in any future Solicitations with the City.

3.52 PUBLIC ENTITY CRIMES

As provided in Section 287.133(2) (a), Florida Statutes, a person or affiliate who has been placed on the convicted Proposers list following a conviction for a public entity crime may not submit a Proposal on a contract to 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 successful or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity.

requirements shall be borne solely by the selected Proposer. Barricades shall be provided by the selected Proposer when work is performed in areas traversed by persons, or when deemed necessary by the City.

3.53 OTHER GOVERNMENTAL AGENCIES

If a Proposer is successfully awarded a contract as a result of this Solicitation, the Proposer shall allow other governmental agencies to access this contract and purchase the goods and services under the terms and conditions at the prices awarded.

3.58 OMISSIONS IN SPECIFICATIONS

The scope of services or description of items contained within this Solicitation describes the various functions and classes of work required as necessary for the completion of the Project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the Proposer from furnishing, installing, or performing such work where required to the satisfactory completion of the Project.

3.54 COMPLETION OF WORK AND DELIVERY

All work shall be performed and all deliveries made in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the selected Proposer, except in such cases where the completion date will be delayed due to acts of nature, force majeure, strikes, or other causes beyond the control of the selected Proposer. In these cases, the selected Proposer shall notify the City of the delays in advance of the original completion so that a revised delivery schedule can be appropriately considered by the City.

3.59 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

The selected Proposer hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the selected Proposer in conjunction with this Solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the City by the selected Proposer are found to be defective or do not conform to specifications, (1) the materials may be returned to the selected Proposer at the Proposer's expense and the contract cancelled; or (2) the City may require the selected Proposer to replace the materials at the selected Proposer's expense.

3.55 FAILURE TO DELIVER OR COMPLETE WORK

Should the selected Proposer fail to deliver or complete the work within the time stated in the contract, it is hereby agreed and understood that the City reserves the authority to cancel the contract with the selected Proposer and secure the services of another Proposer to purchase the items or complete the work. If the City exercises this authority, the City shall be responsible for reimbursing the selected Proposer for work that was completed and items delivered and accepted by the City in accordance with the contract specifications. The City may, at its option, demand payment from the selected Proposer, through an invoice or credit memo, for any additional costs over and beyond the original contract price that were incurred by the City as a result of having to secure the services of another Proposer.

3.60 TOXIC SUBSTANCES/FEDERAL "RIGHT TO KNOW" REGULATIONS

The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace.

3.56 CORRECTING DEFECTS

The selected Proposer shall be responsible for promptly correcting any deficiency, at no cost to the City, within three (3) calendar days after the City notifies the selected Proposer of such deficiency in writing. If the selected Proposer fails to correct the defect, the City may (a) place the selected Proposer in default of its contract; and/or (b) procure the products or services from another source and charge the selected Proposer for any additional costs that are incurred by the City for this work or items, either through a credit memorandum or through invoicing.

Accordingly, the selected Proposer performing under this contract is required to provide two (2) complete sets of Material Safety Data Sheets to each City department utilizing any products that are subject to these regulations. This information shall be provided at the time when the initial delivery is made, on a department-by-department basis.

3.61 TAXES

The City of Palm Beach Gardens is exempt from Federal and State taxes for tangible personal property.

3.57 ACCIDENT PREVENTION AND BARRICADES

Precautions shall be exercised at all times for the protection of persons and property. All selected Proposers performing services or delivering goods under this contract shall conform to all relevant OSHA, State, and County regulations during the course of such effort. Any fines levied by the above-mentioned authorities for failure to comply with these

3.62 PROPOSER'S COSTS

The City shall not be liable for any costs incurred by Proposers in responding to this Request for Proposals.

3.63 SUBSTITUTION OF PERSONNEL

It is the intention of the City that the selected Proposer's personnel proposed for the contract shall be available for the initial contract term. In the event the selected Proposer

wishes to substitute personnel, the selected Proposer shall propose personnel of equal or higher qualifications, and all replacement personnel are subject to the City's approval. In the event the substitute personnel are not satisfactory to the City, and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the contract for cause.

Notwithstanding the above, performance shall not be excused under this section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the selected Proposer shall not constitute a force majeure. The term of the contract shall be extended by a period equal to that during which either party's performance is suspended under this section.

3.64 **FORCE MAJEURE**

The City and the selected Proposer are excused from the performance of their respective obligations under the contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control, including fire, flood, explosion, strikes or other labor disputes, natural disasters, public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance provided that:

3.65 **NOTICES**

Notices shall be effective when received at the addresses specified in the contract/agreement. Changes in respective addresses to which such notices are to be directed may be made from time to time by either party by written notice to the other party. Facsimile and email transmissions are acceptable notice effective when received; however, facsimile and email transmissions received after 5:00 p.m. or on weekends or holidays will be deemed received on the next business day. The original of the notice must also be mailed to the receiving party.

- a. The non-performing party gives the other party prompt written notice describing the particulars of the force majeure, including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the force majeure.
- b. The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure.
- c. No obligations of either party that arose before the force majeure causing the excuse of performance are excused as a result of the force majeure.
- d. The non-performing party uses its best efforts to remedy its inability to perform.

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the selected Proposer and the City of Palm Beach Gardens.

3.66 **FISCAL FUNDING OUT**

The City's obligation pursuant to any contract or agreement entered into in accordance with this Solicitation is specifically contingent upon the lawful appropriation of funds. Failure to lawfully appropriate funds for any contract or agreement awarded shall result in automatic termination of the contract or agreement. A non-appropriation event shall not constitute a default or breach of said contract or agreement by the City.

SECTION 4 SPECIAL TERMS AND CONDITIONS

4.1 PROJECT OVERVIEW

The City of Palm Beach Gardens has a 50-year inter-local agreement with Palm Beach County for the lease and development of certain recreation facilities on land known as the Gardens North County District Park. The Gardens North County District Park is located on 117th Court North in Palm Beach Gardens, FL.

Phase 1 of the development involves the creation of several soccer fields, parking, concession, and infrastructure. Phase 2 primarily involves the development of an Indoor Recreation Facility. The City has received several unsolicited Proposals, inquiries, and expressions of interest from various private groups who have expressed a desire to develop and operate the facility.

A copy of the Inter-Local Agreement with the County is attached as Exhibit A, Inter-Local Agreement with Palm Beach County.

The purpose of this Solicitation is to secure Proposals from qualified Proposers for the design, construction, operation and maintenance of an Indoor Recreation Facility at the Gardens North County District Park, on the area of land proposed for such development, in accordance with the terms, conditions, and specifications contained in this Request for Proposals. The City is seeking a long-term partner, as part of a public private partnership, who has the resources and ability to develop and operate the facility. It is not the intention of the City to commit any type of public financial resources or to guarantee any credit or financing facility for this Project. The City will not consider Proposals from interested parties that require the commitment of City funds, bonding capacity, credit access and support, or other financial resources, in order for this Project to be successful.

The City's intention is to enter into a public private partnership with a qualified Proposer for the development of the Gardens North County District Park's Indoor Recreation Facility, without any financial risk or costs to the City for the development of the building or any ongoing financial support for its operations.

4.2 TERM OF CONTRACT

Proposers shall state in their Proposal the number of years they expect to own, maintain, and operate the facility. The initial term of the contract shall not exceed the number of years remaining in the initial 50-year term of the Inter-Local Agreement with Palm Beach County. Since the City cannot guarantee that the Inter-Local Agreement will be renewed by the County in 50 years, Proposers are advised to limit their Project life-time horizon to the years remaining in the initial 50 years, in terms of return on investment for the Project and transferal of ownership to the City or County.

4.3 EXAMINATION OF SITE

Prior to submitting its Proposal, it is recommended that the Proposer visit the site of the proposed work and become familiar with any conditions which may in any manner affect the work to be done or affect the equipment, materials and labor required. The Proposer is also advised to examine carefully any drawings, specifications, or equipment, and become

thoroughly aware regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowances will be made because of lack of knowledge of these conditions.

4.4 INSURANCE

The City will require the selected Proposer to provide appropriate and adequate insurance coverage, as determined by the City, to cover the design, construction, operation, and maintenance of the Indoor Recreation Facility.

4.5 PERFORMANCE BOND AND CONSTRUCTION BOND

The City will require the selected Proposer to provide appropriate and adequate bonding, as determined by the City, to cover the design, construction, operation, and maintenance of the Indoor Recreation Facility. In addition to the bonding requirements, the City will require that liquidated damages that inure to the benefit of the City be included in any construction contract executed for this Project.

4.6 CERTIFICATIONS

The selected Proposer, and all of its subcontractors and consultants must be licensed and certified by the State of Florida or the relevant regulatory authority to perform work related to this Project. The selected Proposer shall provide copies of the relevant certifications and licenses, either with the Proposal or prior to the beginning of construction.

4.7 PROPOSAL BOND

All offers shall be accompanied by a Proposal Bond ("Bid Bond") in the form of a Cashier's Check in the amount of Five Thousand Dollars (\$5,000), payable to the City of Palm Beach Gardens, Florida. Subsequent contract award shall be conditioned upon the Proposer recommended for award submitting all required documentation to complete the award process. Any Proposal that is not accompanied by this Proposal Bond shall be considered unacceptable and/or non-responsive and ineligible for consideration or evaluation. In case of failure or refusal by the selected Proposer to complete the contract award process, the Proposal Bond shall be forfeited as liquidated damages because of such failure or default. All Proposers shall be entitled to the return of their Proposal Bond within 10 calendar days after execution of an Agreement between the selected Proposer and the City of Palm Beach Gardens.

4.8 RECREATION NEEDS ANALYSIS

Included as part of this Solicitation package is Exhibit B, Recreation Services Analysis. This analysis and report was produced by the City's Leisure Services Department. The Recreation Services Analysis report reviewed and analyzed the current recreation programs provided by the City, and the projected future needs and requirements of the community. Prospective Proposers should use this report as a guide to assist them in developing a Proposal that mirrors the specifics of the report and addresses the future needs of the City and the wider community.

SECTION 5 STATEMENT OF WORK

5.1 DESIGN AND CONSTRUCTION STANDARDS

The Indoor Recreation Facility shall be designed and constructed to meet the minimum standards for hurricane resistance by public buildings, as established in Florida Statutes. Within the specified workspace floor area, the functional layout must have sufficient space to house staff, patrons, and equipment for day-to-day operations and at a minimum be designed for 24-hours of self-contained continuous operation (not be reliant upon off-site services and utilities).

The proposed building shall meet all hurricane hazard safety criteria as set forth by U.S. Department of Homeland Security and the State of Florida, Division of Emergency Management and Palm Beach County. The design must be consistent with the architectural style of other City buildings and must complement the design language of surrounding structures.

Basic information and technical specifications regarding the proposed Project should be included with the Proposal. Preliminary drawings and renderings should be provided to allow the Selection Committee to visualize the size and impact of the building and the intention of the Proposer.

5.2 PROJECT SPECIFICS

Proposers interested in this Project shall clearly describe all aspects of their proposed Project. Proposers shall submit as part of their Proposals, complete descriptions, and preliminary layouts of the proposed Indoor Recreation Facility.

The Proposal must address the commitment and timetable for the design, construction, and operation of the Facility. Detailed information shall be provided on the types of activities and amenities proposed for the building. The Proposer shall provide information on parking, hours of operation, community engagement, types of sports catered for, etc.

A listing of all sub-contractors, and additional qualification information should be submitted, and specifics about the history and experience of the contractor that will construct the building.

Identify the contact person and supervisory personnel who will work on this Project. A resume of each person shall be provided with emphasis on their experience with similar work.

5.3 CURRENT STATE OF SITE

The current site has no buildings or structures. The site is in its natural state, and the Proposer will need to perform all the required testing and pre-engineering work to prepare the site for construction.

The Proposer shall perform all required testing and surveys, including, but not limited to, topographical surveying, geotechnical analysis, and soil testing that are required to determine the state of the site prior to construction.

The construction site will need to be platted during the site plan approval process. If there are to be any waivers on the site, the Project will be approved through the PUD process. Otherwise, the Project will be approved through a major site plan.

The City is not assigning a LEED Commissioning Agent to this Project. The service fees and other applicable fees must be accounted for by the Proposer. The City would like the Indoor Recreation Facility constructed to LEED standards or an equivalent green sustainability code, but will not require LEED certification for the Facility.

- 5.4 A component of the Inter-Local Agreement is the creation of an Advisory Committee for the development of the District Park. At its most recent meeting, the Advisory Committee had the following comments regarding the Indoor Recreational Facility.

Development Should Be A Multi-Sports/Multi-Use Facility (“Sports Plex”).

There was overwhelming support for a multi-purpose, indoor sports venue. The facility should have the ability to support basketball, volleyball (8 – 10 courts), pickleball, gymnastics, cheerleading, wrestling, and martial arts. The facility should be large enough to support tournament play. Consideration for ceiling height was a concern of the Advisory Committee with some members requiring a minimum 30-foot ceiling height.

Wellness Facility

Some members thought a wellness facility was the best use for the indoor recreation component. The facility should feature yoga, spin, and other wellness classes.

Additional Feedback

Additional elements discussed by the Advisory Committee were a rock-climbing wall, an indoor track, and classrooms for wellness, general education, and health classes.

SECTION 6 RESPONSE REQUIREMENTS

6.1 SUBMITTAL REQUIREMENTS

In response to this Solicitation, the Proposer shall return one (1) signed original Solicitation Summary and an accessible electronic copy of the Proposal on CD or USB thumb drive, of the entire completed Proposal Submittal Package as a PDF document. Proposers should carefully follow the format and instructions outlined herein. All documents and information must be fully completed and signed as required. Please do not password-protect electronic documents.

The Proposal shall be written in sufficient detail to permit the City to conduct a meaningful evaluation of the proposed services. However, overly elaborate responses are not requested or desired.

6.2 MINIMUM INFORMATION TO INCLUDE IN PROPOSALS

Proposers shall include the following minimum information in their Proposal to the City:

- a. The size of the facility to be constructed.
- b. The projected constructed start and completion date.
- c. Source and status of funding, and the estimated total investment in the Project.
- d. Nature of commitment required from City.
- e. Types of indoor programs that will be offered, including concessions and other amenities.
- f. Who will own the facility.
- g. Who will operate the facility.
- h. Who will maintain the facility.
- i. If and when ownership will transfer to the City.
- j. The financial benefits and/or revenue to the City.
- k. Marketing plans.
- l. Renderings and conceptual drawings of the proposed Project.
- m. The names and contact information for all members of the development and Project team, and any subcontractors known at the time of Proposal submission.
- n. Professional references.

- o. Any similar projects successfully financed, developed, and operated by the team or its individual members.

6.3 SUBMITTAL FORMAT

To facilitate and expedite review, the City asks that all Proposers follow the response format outlined below. Failure to submit your response in the format requested may delay evaluating your Proposal. To assist you in preparing your response, the City's selection procedures are also described herein. Please abide by these requirements to avoid any risk of disqualification.

Proposals should follow the format below:

TAB 1 – INTRODUCTION

Provide a cover letter no longer than two (2) pages in length, signed by an authorized representative of your firm. Provide a positive commitment to develop the Indoor Recreation Facility. Also, the letter should disclose the name of the primary contact person, address, phone number, and email address. The table of contents should follow the cover letter.

TAB 2 – TABLE OF CONTENTS

Include a clear identification of the material included in the Proposal by page number.

TAB 3 – FIRM INFORMATION, EXPERIENCE AND REFERENCES

Provide a brief description of the Proposer's team, organization, structure, and philosophy.

Define the target audience and patrons envisioned for the facility and explain the marketing strategy that will be used to attract participants.

Provide the Proposer's years of experience in developing and successfully operating indoor recreation facilities.

List any sub-contractors or consultants that will be used on this Project (include names, certifications, contact information and services the individuals will provide).

Describe any significant or unique awards received or accomplishments in previous, similar Projects.

Provide references for similar Projects with relevant contact information. References should include the following information:

Description of Project, including any available renderings or plans.

Performance period

Total cost of Project.

Current status of Project.

TAB 4 – PROJECT APPROACH

Describe why the Project being proposed to the City will best meet the current and Projected future needs of the City. Describe the Project Management Plan, firm’s interpretation of scope, and method of approach.

Provide information regarding any proposed innovative concepts that may enhance value and quality, any favorable cost containment approaches or additional or alternative ideas that may be successful if implemented.

TAB 5 – AFFIDAVITS

All Affidavits required by the Solicitation shall be fully executed by the Proposer and submitted as shown in Section 9 of this Solicitation. Affidavits and forms that are modified or subject to conditions may result in your Proposal being rejected.

SECTION 7 THE EVALUATION PROCESS

7.1 REVIEW OF PROPOSALS FOR RESPONSIVENESS

Each Proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in this Solicitation. A responsive Proposal is one that follows the requirements of this Solicitation, includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive.

Additional information on how the City determines vendor responsiveness is located online in the City's Purchasing Policies and Procedures Manual, which can be accessed at www.pbgfl.com/purchasing.

7.2 REVIEW OF PROPOSALS FOR RESPONSIBILITY

Each Proposal will be reviewed to determine if the Proposer is a responsible vendor. A responsible vendor is a Proposer which the City affirmatively determines (prior to the award of a contract) has the ability, capability and skill to perform under the terms of the contract; can provide the materials or service promptly within the time specified, without delay or interference; and has a satisfactory record of integrity and business ethics.

- a. In making the determination of whether the Proposer has the capability to perform the contract the City may consider factors including, but not limited to, the following:
 - i. past performance of the Proposer, its principals, affiliates, or supervisory personnel in the execution of prior City contracts;
 - ii. any information which the City may obtain relating to the performance of the Proposer, its principals, affiliates, or supervisory personnel on contracts with third parties, including without limitation, contracts with other governmental entities;
 - iii. financial performance and capability, including without limitation, pending and unsatisfied claims;
 - iv. qualifications and past performance of the personnel who will have supervisory responsibility for the performance of the specific City contract;
 - v. licensing, certifications and other permits; and
 - vi. any significant changes in the Proposer's financial position or business organization.

Additional information on how the City determines vendor responsibility is located online in the City's Purchasing Policies and Procedures Manual, which can be accessed at www.pbgfl.com/purchasing.

7.3 EVALUATION CRITERIA

Proposals will be evaluated by an Evaluation/Selection Committee that will evaluate and rank Proposals on the criteria listed below. The Evaluation/Selection Committee will be comprised of appropriate City personnel and members of the community, as deemed necessary, with the appropriate experience and/or knowledge. The criteria are itemized with their respective weights for a maximum total of **one hundred (100)** points per Evaluation/Selection Committee member.

<u>TECHNICAL CRITERIA</u>	<u>POINTS</u>
a. Organization, structure, and philosophy of Proposer	10
b. References, past experience, and performance on comparable municipal or public Projects, especially P3s.	10
c. The adequacy and qualifications of the professional staff assigned to the Project	10
d. Project approach and schedule for developing the Indoor Recreation Facility	10
e. Proposer's financial status, funding commitments, and source of financing	10
f. The overall design and mix of programs and amenities proposed	30
g. Any potential revenue or revenue-sharing for the County and/or City	20

7.4 ORAL PRESENTATIONS

Upon initial completion of the criteria evaluation indicated above, rating and ranking, the Evaluation/Selection Committee may choose to conduct an oral presentation with the Proposer(s) which the Evaluation/Selection Committee deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. Upon completion of the oral presentation(s), the Evaluation/Selection Committee will perform a final review to re-evaluate, re-rate, and re-rank the Proposals remaining in consideration based upon the written documents, combined with the oral presentation. In such circumstances, the initial ranking of the Proposers shall be considered a preliminary ranking until after the oral presentations are completed.

7.5 NEGOTIATIONS

The City reserves the right to negotiate the final terms, conditions, and pricing of the contract as may be in the best interest of the City. If the City and the Proposer(s) cannot reach agreement on a contract, the City reserves the right to terminate negotiations and may, at the City Manager's or designee's discretion, begin negotiations with the next highest-ranked

Proposer(s). This process may continue until a contract acceptable to the City has been executed or all Proposals are rejected. No Proposer shall have any rights against the City arising from such negotiations or termination thereof.

Any Proposer recommended for negotiations may be required to provide to the City:

- a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for any material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
- b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors, is or has been involved within the last three (3) years.

7.6 CONTRACT AWARD

Any contract resulting from this Solicitation will be submitted to the City Council for approval. All Proposers will be notified in writing when the City Manager or designee makes an Award Recommendation. The contract award, if any, shall be made to the Proposer whose Proposal shall be deemed by the City to be in the best interest of the City. Notwithstanding the rights of protest listed herein, the City's decision of whether to make the award and to which Proposer shall be final.

SECTION 8 FINANCIAL INFORMATION

8.1 SOURCE OF FUNDING

Each Proposal shall include information on the source and method of financing the development of the Indoor Recreation Facility. The Proposers shall also include projections for revenue, operating, and maintaining the Facility. These projections shall state the expected costs to design and construct the Facility, estimated dues to be charged to patrons and users of the amenities, other sources of income, any revenue that will be paid to the City or County, expected income from programs, etc. The basis for these projections must be clearly described to allow the Selection Committee to determine if the projections are realistic and reasonable.

Financial projections shall be provided for the first 5 years of the operations of the Facility. All financial information provided should be comprehensive, clear, and unambiguous.

Proposers are reminded that any financial information provided are considered public records unless specifically exempted by Florida Statutes.

SECTION 9 PROPOSAL SUBMITTALS

9.1 FORMS

The forms listed below must be completed by an official having legal authorization to contractually bind the company or firm. Each signature represents a binding commitment upon the Proposer to provide the goods and/or services offered to the City if the Proposer is determined to be the most responsive and responsible Proposer.

- a. Acknowledgment of Addenda
- b. Proposal Submittal Signature Page
- c. Conflict of Interest Disclosure Form
- d. Notification of Public Entity Crimes Law
- e. Notification of Public Records Law
- f. Drug-Free Work Place
- g. Non-Collusion Affidavit
- h. Truth-In-Negotiation Certificate
- i. Sample Performance Bond Format (if required, will be requested from the Proposer recommended for award)
- j. Sample Payment Bond Format (if required, will be requested from the Proposer recommended for award)
- k. Sample Letter of Credit Format (if required, will be requested from the Proposer recommended for award)

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

List below the dates of issue for each addendum received in connection with this Solicitation:

Addendum #1 Dated _____

Addendum #2 Dated _____

Addendum #3 Dated _____

Addendum #4 Dated _____

Addendum #5 Dated _____

Addendum #6 Dated _____

Addendum #7 Dated _____

Addendum #8 Dated _____

Addendum #9 Dated _____

Addendum #10 Dated _____

PART II:

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

Firm Name

Signature

Name and Title (Print or Type)

Date

PROPOSAL SUBMITTAL SIGNATURE PAGE

By signing this Proposal, the Proposer certifies that it satisfies all legal requirements as an entity to do business with the City, including all Conflict of Interest and Code of Ethics provisions.

Firm Name:

Street Address:

Mailing Address (if different from Street Address):

Telephone Number(s): _____

Fax Number(s): _____

Email Address: _____

Federal Employer Identification Number: _____

Prompt Payment Terms: ____% ____ days' net ____ days

Signature: _____
(Signature of authorized agent)

Print Name: _____

Title: _____

Date: _____

By signing this document, the Proposer agrees to all terms and conditions of this Solicitation and the resulting contract/agreement.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL, FOR NOT LESS THAN 90 DAYS, AND THE PROPOSER'S UNEQUIVOCAL OFFER TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS SOLICITATION. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE, BY AN AUTHORIZED REPRESENTATIVE, SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS PROPOSAL.

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Proposers must disclose within their Proposal: the name of any officer, director, or agent who is also an employee of the City of Palm Beach Gardens.

Furthermore, all Proposers must disclose the name of any City employee who owns, directly or indirectly, an interest of more than five percent (5%) in the Proposer's firm or any of its branches.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

_____ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this Proposal.

_____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Proposal.

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a Proposal on a contract to 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 or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-Proposer, 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 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

**Notification of Public Records Law Pertaining to Public Contracts and Requests
for Contractor Records Pursuant to Chapter 119, Florida Statutes**

Pursuant to Chapter 119, *Florida Statutes*, Contractor shall comply with the public records law by keeping and maintaining public records required by the City of Palm Beach Gardens in order to perform the service. Upon request from the City of Palm Beach Gardens' custodian of public records, Contractor shall provide the City of Palm Beach Gardens with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes* or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract. Upon completion of the contract, Contractor shall transfer, at no cost, to the City of Palm Beach Gardens all public records in possession of the Contractor or keep and maintain public records required by the City of Palm Beach Gardens in order to perform the service. If the Contractor transfers all public records to the City of Palm Beach Gardens upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City of Palm Beach Gardens, upon request from the City of Palm Beach Gardens' custodian of public records, in a format that is compatible with the information technology systems of the City of Palm Beach Gardens.

IF 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 AT OFFICE OF THE CITY CLERK LOCATED AT 10500 NORTH MILITARY TRAIL, PALM BEACH GARDENS, FLORIDA 33410, PHONE NUMBER (561) 799-4122, EMAIL ADDRESS: PSNIDER@PBGFL.COM .

Acknowledged:

Firm Name

Signature

Name and Title (Print or Type)

Date

DRUG-FREE WORKPLACE

_____ is a drug-free workplace and has
(Company Name)
a substance abuse policy in accordance with and pursuant to Section 440.102, *Florida Statutes*.

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

NON-COLLUSION AFFIDAVIT

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, personally appeared _____, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

a. He/She is _____ of _____, the Proposer that has submitted a Proposal to perform work for the following:

RFP No.: _____ Title: _____

b. He/She is fully informed respecting the preparation and contents of the attached Request for Proposals, and of all pertinent circumstances respecting such Solicitation.

Such Proposal is genuine and is not a collusive or sham Proposal.

c. Neither the said Proposer 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 Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Solicitation and contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached Proposal or any other Proposer, or to fix any overhead, profit, or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City or any person interested in the proposed contract.

d. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Subscribed and sworn to (or affirmed) before me this _____ day of _____ 20____, by _____, who is personally known to me or who has produced _____ as identification.

SEAL

Notary Signature _____
Notary Name: _____
Notary Public (State): _____
My Commission No: _____
Expires on: _____

TRUTH – IN – NEGOTIATION CERTIFICATE

The undersigned warrants (i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreement and (ii) that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

(This document must be executed by a Corporate Officer.)

Name: _____

Title: _____

Date: _____

Signature: _____

SAMPLE PERFORMANCE BOND FORMAT

KNOW ALL MEN BY THESE PRESENTS: that - _____

(Insert full name and address or legal title of successful Bidder)

as Principal, hereinafter called Contractor, and _____,
(Name of Insurer)

as Surety, hereinafter called Surety, are held and firmly bound unto the City of Palm Beach Gardens, Palm Beach County, Florida.

As Obligee, hereinafter called the City, in the amount of _____,
(\$ _____), for the payment whereof, Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severably, firmly by the presents.

WHEREAS, Contractor has by written agreement dated _____, 20__, entered into Contract No. _____ with the City in accordance with the Solicitation specifications prepared by the City, which Contract is by reference made a part hereof and is hereinafter referred as the Contract, for the performance of the following Work:

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the City.

Whenever Contractor shall be and declared by the City to be in default under the Contract, the City having performed City's obligations thereunder, the Surety may promptly remedy the default or shall promptly:

- a. Complete the Contract in accordance with its terms and conditions; or
- b. Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the most responsible Bidder, or if the City elects, upon determination by the City and the Surety jointly of the most responsible Bidder, arrange for a Contract between such Bidder and the City, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by the City to Contractor under the contract and any amendments thereto, less the amount properly paid by the City to the Contractor.

Any suit under this bond must be instituted before the expiration of twenty-five (25) months from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the City named herein or the heirs, executors, administrators, or successors of the City.

Signed and sealed this _____ day of _____, 20__.

(Principal) (Seal)

(Witness)

(Title)

(Name of Insurer) Surety (Seal)

(Witness)

By: _____
(Attorney-in-Fact)

SAMPLE PAYMENT BOND FORMAT

KNOW ALL MEN BY THESE PRESENTS: that - _____

(Insert full name and address or legal title of successful Bidder)

as Principal, hereinafter called Contractor, and _____,
(Name of Insurer)

as Surety, hereinafter called Surety, are held and firmly bound unto the City of Palm Beach Gardens, Palm Beach County, Florida.

As Obligee, hereinafter called the City, in the amount of _____,
(\$ _____), for the payment whereof, Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severably, firmly by the presents.

WHEREAS, Contractor has by written agreement dated _____, 20__, entered into Contract No. _____ with the City in accordance with the Solicitation specifications prepared by the City, which Contract is by reference made a part hereof and is hereinafter referred as the Contract, for the performance of the following Work:

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if said Contractor and all subcontractors to whom any portion of the work provided for in said Contract is sublet and all assignees of said Contract and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, products, services, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimants in suits on this bond, then the above obligation shall be void; otherwise, it shall remain in full force and effect.

HOWEVER, this bond is subject to the following conditions and limitations:

a) Any person, firm or corporation that has furnished labor, products, or supplies for or in the prosecution of the work provided for in said Contract shall have a direct right of action against the Contractor and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the county in which the work provided for in said Contract is to be performed or in any county in which Contractor or Surety does business. Such right of action shall be asserted in proceedings instituted in the name of the claimant or claimants for his or their use and benefit against said Contractor and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated, and judgment rendered thereon.

b) The Principal and Surety hereby designate and appoint _____

_____ as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Contractor and/or Surety.

c) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said Contract.

d) This bond is given pursuant to and in accordance with the provisions of Florida Statutes, and all the provisions of the law referring to this character of bond as set forth in any sections or as may be hereinafter enacted, and these are hereby made a part hereof to the same extent as if set out herein in full.

Any suit under this bond must be instituted before the expiration of twenty-five (25) months from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the City named herein or the heirs, executors, administrators, or successors of the City.

Signed and sealed this _____ day of _____, 20__.

(Principal) (Seal)

(Witness)

(Title)

(Name of Insurer) Surety (Seal)

(Witness)

By: _____
(Attorney-in-Fact)

SAMPLE LETTER OF CREDIT FORMAT

LETTER OF CREDIT NO.: _____
ISSUANCE DATE: _____

APPLICANT:
{Name of Corporation} _____
{Address} _____
{City, State, Zip} _____

BENEFICIARY:
CITY OF PALM BEACH GARDENS
10500 N. MILITARY TRAIL
PALM BEACH GARDENS, FLORIDA 33410

FOR U.S.D. \$ _____
DATE OF EXPIRATION: _____

WE HEREBY ESTABLISH OUR IRREVOCABLE LETTER OF CREDIT NO. _____ IN FAVOR OF THE BENEFICIARY, THE CITY OF PALM BEACH GARDENS, FLORIDA (HEREINAFTER "PBG") FOR THE ACCOUNT OF THE ABOVE-REFERENCED APPLICANT, AVAILABLE BY YOUR DRAFTS DRAWN ON (Insert name of Bank) PAYABLE AT SIGHT FOR ANY SUM OF MONEY NOT TO EXCEED A TOTAL OF (Insert the amount of money), THE AMOUNT REFERENCED ABOVE.

DEMANDS OF THE LETTER OF CREDIT MUST BE ACCOMPANIED BY A STATEMENT FROM THE CITY MANAGER OF THE CITY OF PALM BEACH GARDENS CERTIFYING EITHER: (1) THAT SAID LETTER OF CREDIT IS ABOUT TO EXPIRE AND HAS NOT BEEN RENEWED, OR (2) THAT WORK HAS NOT BEEN COMPLETED IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS, AND AGREEMENTS (INCLUDING ANY AMENDMENTS THEREOF) FOR THE FOLLOWING PROJECT: **{Name of Project}** _____ (THE 'PROJECT').

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT WILL BE AUTOMATICALLY EXTENDED FOR PERIODS OF ONE YEAR FROM EXPIRY DATE HEREOF, OR ANY FUTURE EXPIRATION DATE, WITHOUT ANY AMENDMENT, UNLESS THIRTY (30) DAYS BUT NO MORE THAN SIXTY (60) DAYS PRIOR TO ANY EXPIRATION DATE WE SHALL NOTIFY PBG IN WRITING BY CERTIFIED MAIL RETURN RECEIPT REQUESTED, OR BY COURIER VIA HAND DELIVERY AT THE ABOVE-LISTED ADDRESS, THAT WE ELECT NOT TO CONSIDER THIS LETTER OF CREDIT RENEWED FOR ANY SUCH ADDITIONAL PERIOD.

WE HEREBY AGREE WITH THE DRAWERS, ENDORSERS, AND BONA FIDE HOLDERS OF ALL DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THE CREDIT THAT SUCH DRAFTS WILL BE DULY HONORED UPON PRESENTATION TO **{Name of Bank}** _____ (THE 'BANK'), WHICH IS DULY AUTHORIZED TO CONDUCT BUSINESS IN THE STATE OF FLORIDA IN ACCORDANCE WITH THE TERMS HEREOF. IF A DRAFT, AS DESCRIBED IN THIS LETTER OF CREDIT, IS PRESENTED PRIOR TO THE EXPIRATION DATE AND IN CONFORMITY WITH THE TERMS OF THIS LETTER OF CREDIT AND UPON PRESENTATION IT IS WRONGFULLY DISHONORED BY THE BANK, THE BANK AGREES TO PAY REASONABLE ATTORNEYS FEES AND COSTS, INCLUDING FEES AND COSTS ON APPEAL, INCURRED BY THE CITY OF PALM BEACH GARDENS TO ENFORCE THIS LETTER OF CREDIT SHOULD PBG PREVAIL.

DOCUMENTS MUST BE PRESENTED FOR PAYMENT TO:

{Name of Bank Branch} _____
{Address} _____
{City, State, Zip} _____
ATTN: **{Department}** _____

ALL DRAWINGS UNDER THIS LETTER OF CREDIT MUST BE ACCOMPANIED BY THE ORIGINAL LETTER OF CREDIT INSTRUMENT WHICH WILL BE RETURNED TO THE BENEFICIARY AFTER ENDORSING THE BACK OF SAME WITH THE AMOUNT OF EACH DRAWING BY US.

PARTIAL DRAWINGS ARE PERMITTED.

THE AMOUNT OF ANY DRAFT DRAWN UNDER THIS CREDIT MUST BE ENDORSED ON THE REVERSE OF THE ORIGINAL CREDIT. ALL DRAFTS MUST BE MARKED "DRAWN UNDER **{Name of Bank}** _____ LETTER OF CREDIT NUMBER _____ DATED _____, 20__."

THIS CREDIT IS SUBJECT TO THE "UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS, (2007 REVISION), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 600", AND TO THE PROVISIONS OF FLORIDA LAW. IF A CONFLICT BETWEEN THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS AND FLORIDA LAW SHOULD ARISE, FLORIDA LAW SHALL PREVAIL. IF A CONFLICT BETWEEN THE LAW OF ANOTHER STATE OR COUNTRY AND FLORIDA LAW SHOULD ARISE, FLORIDA LAW SHALL PREVAIL. VENUE FOR ANY DISPUTES RELATING TO THE ENFORCEMENT OF THIS LETTER OF CREDIT SHALL BE PALM BEACH COUNTY, FLORIDA.

{Name of Bank} _____

BY: _____
{Name} _____
{Title} _____

SAMPLE PUBLIC CONSTRUCTION BOND

KNOW ALL MEN BY THESE PRESENTS: that _____

(Insert full name and address or legal title of successful Proposer)

as Principal, hereinafter called Contractor, and _____,
(Name of Insurer)

as Surety, hereinafter called Surety, are held and firmly bound unto the City of Palm Beach Gardens, Palm Beach County, Florida, as Obligee, hereinafter called the City, in the amount of _____, (\$ _____), for the payment whereof, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severably, firmly by these presents.

WHEREAS, the Contractor has by written agreement dated _____, 20__, entered into a Contract with the City in accordance with Solicitation specifications RFP _____ prepared by the City, hereinafter referred as the Contract; and

WHEREAS, all of the terms and conditions of the Contract, including, but not limited to the Contractor and Surety's obligation for liquidated damages, the Contractor's and Surety's acknowledgment of all provisions referring to or related to "no damages for delay" as well as all warranty and guarantee provisions are hereby incorporated herein and made a part hereof by reference.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, _____ 20__ between Principal and Owner for Design/Build Public Services Operations Center, the contract being made part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05 (1)(a), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorneys' fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.
5. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.
6. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of construction liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against the bond.

7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the contract are expressly covered by and made a part of this Public Construction Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.

8. Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. This instrument regardless of its form, shall be construed and deemed a statutory bond issued in accordance with section 255.05, Florida Statute.

9. Any action brought under this instrument shall be brought in the court of competent jurisdiction in the County in which the Project or any part thereof, is situated (i.e. Palm Beach County) and not elsewhere.

Any suit under this bond must be instituted before the expiration of twenty-five (25) months from the date on which final payment under the Contract falls due. No right of action shall accrue on this bond to or for the use of any person or corporation other than the City named herein or the heirs, executors, administrators, or successors of the City.

Signed and sealed this _____ day of _____, 20__.

(Principal) (Seal)

(Witness)

(Title)

(Name of Insurer) Surety (Seal)

(Witness)

By: _____
(Attorney-in-Fact)

SECTION 10
DRAFT FORM OF AGREEMENT

- 10.1 A sample of the City's standard Draft Agreement for Goods and Services is available for review at www.pbgfl.com/purchasing. This standard Agreement format will be revised and used to develop the Agreement to be executed by the City and the selected Proposer for this Project.

SECTION 11
EXHIBITS

1. Exhibit A – Inter-Local Agreement with Palm Beach County
2. Exhibit B – Recreation Services Analysis Report
3. Exhibit B – Attachment A to Report
4. Exhibit C – Rendering of Proposed Park Layout

**SECTION 12
SOLICITATION SUMMARY**

City of Palm Beach Gardens
10500 North Military Trail
Palm Beach Gardens, FL 33410

PURCHASING DEPARTMENT

SOLICITATION SUMMARY

IMPORTANT NOTICE

The information you provide on this page will be read aloud at the PUBLIC OPENING for this Solicitation. It is VERY IMPORTANT that the summary information you provide below is exactly the same information contained in your Proposal. If subsequent to the opening of Proposals, the City determines that the information contained in the electronic version of your Proposal is different from the information on this Solicitation Summary, the City reserves the right to deem your Proposal NON-RESPONSIVE, and remove your Proposal from further evaluation and consideration for contract award.

PROPOSAL INFORMATION

Proposal Number: RFP2018-050CS

Title: Development of the Gardens North County District Park Indoor Recreation Facility

Due Date and Time: December 28, 2018 @ 3:00PM

Name of Proposer: _____

Address: _____

Contact Person: _____

Authorized Signature: _____

Date: _____

By signing and submitting this Solicitation Summary, the Proposer affirms that the information provided above is an exact and correct summary of the information contained in the electronic version of the Proposer's Proposal to the City of Palm Beach Gardens.

THIS SOLICITATION SUMMARY MUST BE SIGNED AND INCLUDED AS AN ORIGINAL HARDCOPY IN THE ENVELOPE CONTAINING YOUR PROPOSAL.

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RESOLUTION 54, 2017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM BEACH GARDENS, FLORIDA, APPROVING AN INTERLOCAL LEASE AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF PALM BEACH GARDENS FOR THE DISTRICT PARK PROPERTY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the County is the owner in fee simple of an 82-acre parcel of land located at 5101 117th Court North, Palm Beach Gardens, Florida 33418; and

WHEREAS, the County and City desire to enter into a Lease Agreement to facilitate the development of the District Park Property for park purposes for the use and benefit of all residents of Palm Beach County; and

WHEREAS, the City has requested use of the District Park Property to design, construct, operate, and maintain a park with active recreational facilities; and

WHEREAS, Section 163.01, *Florida Statutes*, permits public agencies to enter into Lease Agreements with each other to jointly exercise any power, privilege, or authority that such agencies share in common and that each might exercise separately; and

WHEREAS, both parties desire to increase the recreational and cultural opportunities for residents of Palm Beach County and to enter into this Lease Agreement; and.

WHEREAS, the Interlocal Lease Agreement has been prepared and is attached hereto as Exhibit "A"; and

WHEREAS, the City Council deems approval of this Resolution to be in the best interest of the health, safety, and welfare of the residents and citizens of the City of Palm Beach Gardens and the public at large.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM BEACH GARDENS, FLORIDA, that:

SECTION 1. The foregoing recitals are hereby affirmed and ratified.

SECTION 2. The City Council of the City of Palm Beach Gardens hereby approves the Interlocal Lease Agreement with Palm Beach County for the District Park Property, attached hereto as Exhibit "A", and authorizes the Mayor to execute such Interlocal Lease Agreement.

SECTION 3. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 7th day of December, 2017.

CITY OF PALM BEACH GARDENS, FLORIDA

BY: Maria G. Marino
Maria G. Marino, Mayor

ATTEST:

BY: Patricia Snider
Patricia Snider, CMC, City Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY: R. Max Lohman
R. Max Lohman, City Attorney

VOTE:

AYE NAY ABSENT

MAYOR MARINO	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
VICE MAYOR MARCIANO	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COUNCILMEMBER WOODS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COUNCILMEMBER LANE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
COUNCILMEMBER LITT	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

EXHIBIT "A"



**City of Palm Beach Gardens
Office of the City Clerk
10500 North Military Trail
Palm Beach Gardens, FL 33410
(561) 799-4122 psnider@pbgfl.com**

Letter of Transmittal

DATE: December 18, 2017

TO: Palm Beach County Parks and Recreation Department
2700 6th Avenue South
Lake Worth, FL 33461
Attn: Eric Call, Director, Parks and Recreation

Hand Delivered to Eric Call by Marcus Dinger, Maintenance III, City of Palm Beach Gardens.

Re: Palm Beach County Lease Agreement between Palm Beach County, a Political Subdivision of the State of Florida and the City of Palm Beach Gardens, a Municipal Corporation Organized and Existing under the Laws of the State of Florida.

Attached are two (2) original Revised Lease Agreements. The original three (3) sketches and legal documents were enclosed in the packet hand delivered on December 13, 2017 and should be made part of this revised Agreement.

Upon completion, please return one original to my office in the enclosed FedEx Envelope Tracking No. 8121 0116 3984 that was also hand delivered on December 13, 2017.

For Your Records

For Recording

As Requested

Returned for Corrections

For Review and Signature

Other: _____

Signed
Patricia Snider, CMC, City Clerk

Received by: Jean Matthews
(Please print)

(Please sign)

Date 12-18-2017



City of Palm Beach Gardens
Office of the City Clerk
10500 North Military Trail
Palm Beach Gardens, FL 33410
(561) 799-4122 psnider@pbgfl.com

Letter of Transmittal

DATE: December 13, 2017

TO: Palm Beach County Parks and Recreation Department
2700 6th Avenue South
Lake Worth, FL 33461
Attn: Eric Call, Director, Parks and Recreation

Hand Delivered to Eric Call by Marcus Dinger, Maintenance III, City of Palm Beach Gardens.

Re: Palm Beach County Lease Agreement between Palm Beach County, a Political Subdivision of the State of Florida and the City of Palm Beach Gardens, a Municipal Corporation Organized and Existing under the Laws of the State of Florida.

Attached is a certified copy of Resolution 54, 2017 and two original Lease Agreements and three sketch and legal documents for signature. Upon completion, please return one original to my office in the enclosed FedEx Envelope Tracking No. 8121 0116 3984.

For Your Records

For Recording

As Requested

Returned for Corrections

For Review and Signature

Other: _____

Signed *PS*
Patricia Snider, CMC, City Clerk

Received by: Jean Matthews
(Please print)

Jean Matthews
(Please sign)

Date 12-13-2017

PALM BEACH COUNTY

LEASE AGREEMENT

between

PALM BEACH COUNTY

A POLITICAL SUBDIVISION OF THE

STATE OF FLORIDA

(County)

and

THE CITY OF PALM BEACH GARDENS

A MUNICIPAL CORPORATION ORGANIZED AND EXISTING

UNDER THE LAWS OF THE STATE OF FLORIDA

(City)

LEASE AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF PALM BEACH GARDENS FOR THE CONSTRUCTION AND FUNDING OF NORTH COUNTY DISTRICT PARK

THIS LEASE AGREEMENT is made and entered into _____ by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County," and THE CITY OF PALM BEACH GARDENS, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the "City."

WHEREAS, the County is the owner in fee simple of an 82-acre parcel of land located at 5101 117th Court North, Palm Beach Gardens, Florida 33418, as more specifically described in Exhibit "A" (District Park Property), attached hereto; and

WHEREAS, the County and City desire to enter into a Lease Agreement to facilitate the development of the District Park Property for park purposes for the use and benefit of all residents of Palm Beach County; and

WHEREAS, the City has requested use of the District Park Property to design, construct, operate, and maintain a park with active recreational facilities, which park project, as more specifically described hereinafter, shall be referred to herein as the "Project"; and

WHEREAS, the Project shall be open to and benefit all residents of Palm Beach County regardless of residency; and

WHEREAS, Section 163.01, Florida Statutes, permits public agencies to enter into Lease Agreements with each other to jointly exercise any power, privilege, or authority that such agencies share in common and that each might exercise separately; and

WHEREAS, both parties desire to increase the recreational and cultural opportunities for residents of Palm Beach County and to enter into this Lease Agreement.

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

**ARTICLE I
BASIC LEASE PROVISIONS**

Section 1.01 District Park Property.

In consideration of the rents, covenants, and agreements hereafter reserved and contained on the part of the City to be observed and performed, the County demises and leases to the City, and the City rents from the County approximately 82 acres of real property described in Exhibit "A", attached hereto and made a part hereof (the "District Park Property").

Section 1.02 District Park Property Phasing Plan.

The County and City agree that the City shall complete the recreational amenities located on the 36.5 acre Phase I property. The City shall also remove exotic vegetation, develop trails and open space, construct the retention lake, stabilized grass parking, and the road accessway immediately south of the retention lake and open space to be located on the remaining forty-five

(45.4) acre Phase II property within 24 months of the effective date of this Lease. The City must complete all recreational amenities, including vertical construction for the 45.4 acre Phase II property within ten (10) years of the effective date of this Lease as depicted on the Conceptual Master Plan. Should the City fail to meet the timelines set forth, the County, at its sole discretion, may unilaterally redact the 45.4 acre Phase II property, as depicted on the Conceptual Master Plan, from this Lease, which shall terminate the City's leasehold thereon. However, any such redaction shall have no effect on the City's tenancy and leasehold of the 36.5 acre Phase I property, unless the City fails to complete construction of Phase I within the required time periods set forth in this Lease, then this Lease shall terminate.

Section 1.03 Term.

This Lease shall be effective upon the Effective Date, as defined hereinafter. The Lease shall extend for a period of fifty (50) years ("Initial Term") thereafter, unless sooner terminated pursuant to the provisions of this Lease. The term of this Lease may be modified or extended with the mutual consent of the parties.

Section 1.04 Option to Renew.

Provided the City is not then in default of any term, covenant, condition, or payment of Rent under this Lease, the City may extend this Lease, for one additional fifty (50) year term under the same terms and conditions as this Lease and commencing upon the expiration of the initial Term of this Lease. The City shall exercise such option to renew if at all, by written notice to the County received by the County no later than one hundred eighty (180) days prior to the expiration of the Initial Term of this Lease. Failure of the City to duly and timely exercise its option to renew the Term of this Lease shall be deemed a waiver of the City's right to such option.

**ARTICLE II
RENT**

Section 2.01 Annual Rent.

The City shall pay the County an annual net rent of Ten Dollars and no/100 (\$10.00) (the "Annual Rent"), payable without notice on the Commencement Date and each subsequent anniversary thereof. Annual Rent shall be made payable to the Palm Beach County Board of County Commissioners and shall be delivered to the Palm Beach County Finance Department, Revenue Section, P.O. Box 4036, West Palm Beach, Florida 33402. This Lease shall be what is commonly referred to as "triple net" to the County, it being understood by the parties that the County shall receive the rent payable hereunder free and clear of any and all impositions, taxes, liens, charges, and expense of any nature whatsoever relating to ownership or operation of the, including, without limitation, those relating to taxes, if any, insurance, repair, maintenance, use, care, or operation.

Section 2.02 Assessments and Personal Property Taxes.

The City shall pay all sales, use or rent taxes assessed by any governmental authority against the Annual Rent and/or Additional Rent, if any, even if such tax is intended to be imposed against the County. The City shall pay before delinquency all ad valorem and non-ad valorem taxes and assessments, whether general or special, and all tangible or intangible personal property taxes and assessments of any kind or nature that may be levied by any governmental authority against the District Park Property, the City's leasehold interest in the District Park Property, the City's Alterations or personal property located on the District Park Property.

Section 2.03 Additional Rent.

Any and all sums of money or charges required to be paid by the City under this Lease other than Annual Rent shall be considered "Additional Rent", whether or not the same is specifically so designated, and the County shall have the same rights to enforce due and timely payment by the City of all Additional Rent as are available to the County with regards to Annual Rent.

Section 2.04 Unpaid Fees, Holdover.

In the event the City fails to make timely payment of any rentals, fees, charges, and payments due and payable in accordance with the terms of this Lease within ten (10) days after same shall become due and payable, interest at the rate of one and one-half percent (1½ percent per month (or the highest rated permitted by law if lower) shall accrue against the delinquent payment(s) from the date due until the date payment is received by the County. Such interest shall constitute Additional Rent. Notwithstanding the foregoing, the County shall not be prevented from terminating this Lease for default in the payment of rentals, fees, charges, and payments due to the County pursuant to this Lease or from enforcing any other provisions contained herein or implied by law. In the event the City shall holdover, refuse, or fail to relinquish possession of the District Park Property at the expiration or termination of this Lease, the City shall be liable to the County for any and all damages, and in addition thereto, the City shall also be strictly liable to pay to the County during the entire period of such holdover, double the actual fair market rental value of the District Park Property.

Section 2.05 Accord and Satisfaction.

In the event the City pays any amount that is less than the amount stipulated to be paid under this Lease, such payment shall be considered to be made only on account of the stipulated amount. No endorsement or statement on any check or letter shall be deemed an accord and satisfaction. The County may accept any check or payment without prejudice to the County's right to recover the balance due or to pursue any other remedy available to the County pursuant to this Lease or under the law.

ARTICLE III

CONDITION OF LEASED DISTRICT PARK PROPERTY, DESIGN, AND CONSTRUCTION

Section 3.01 Acceptance of the District Park Property by the City.

The City certifies that the City has inspected the District Park Property and accepts same "As Is," in its existing condition together with any defects, latent or patent, if any, and subject to all easements, encumbrances, restrictions, and matters of record. The City further acknowledges that the County has made no representations or warranties of any nature whatsoever regarding the District Park Property, including, without limitation, the physical condition of the District Park Property, any improvements or equipment located thereon, if any, or the suitability thereof for the City's intended use thereof. No repair work, alterations, or remodeling of the District Park Property is required to be done by the County as a condition of this Lease. The City agrees to perform any and all work at its own cost and expense that is necessary to fully equip and maintain the District Park Property for the lawful use of the District Park Property by the City as specified in Section 4.01 of this Lease.

Section 3.02 Approved Master Plan.

A conceptual design of the Project and Phase I and II thereof are reflected in the Conceptual Master Plan. The City shall be responsible for the design, construction, and improvements necessary for both Phase I and Phase II Improvements. The City shall prepare and deliver to the County for review and written approval, which approval shall not be unreasonably withheld, a final master plan for Phase I and Phase II of the Project. The County hereby designates its Parks and Recreation Director as the approving authority for the County. Upon the City's submittal of the Phase I and Phase II Master Plan to the Parks and Recreation Director, the Director, or designee, shall respond to the City within 90 days or the Master Plan shall be deemed automatically approved. The final Master Plan, approved by the County, shall be referred to herein as the Approved Master Plan (the "AMP"). The City shall design and construct the Project at the City's sole cost and expense, in accordance with the requirements of this Lease and the AMP. The City shall utilize its procurement process for all services required for the Project. Said procurement process shall be consistent with all federal, state, and local laws, rules, and regulations. The County shall have no contractual obligation to any person retained by the City with regards to the Project. Any dispute, claim, or liability that may arise as a result of the City's procurement shall be the sole responsibility of the City and the City hereby holds the County harmless for same. Nothing contained herein shall be construed as a waiver of sovereign immunity or an agreement by the City to indemnify the County beyond the statutory limits of liability set forth in Section 768.28, Florida Statutes.

Section 3.03 Construction of Project.

The City shall design, construct, fund, operate, and maintain the Project at the City's sole expense, in accordance with the requirements of this Lease and the Conceptual Master Plan, attached hereto as Exhibit "B". All construction and improvements shall be made and performed in a good and workmanlike manner and in full compliance with applicable building codes, zoning regulations, and the provisions of this Lease. The County hereby delegates to the City all authority necessary and proper for the City to obtain any and all permits, necessary to design, construct, maintain, and operate the District Park Property. The City's subcontractors shall obtain, prior to commencing any work upon District Park Property, a public construction payment and performance bond in accordance with the provisions of Florida Statute 255.05 in an amount equal to the total cost of construction of such work. Notwithstanding the foregoing, the parties recognize that existing field conditions may necessitate minor deviations in the location of park amenities; however, any deviation from the AMP that would reduce the quality, quantity, or functionality of the park amenities shall not be considered a minor deviation and shall require review and approval by the County. Requests to make minor deviations shall be submitted to the Parks Director, or designee, who shall respond to the City within 14 days or the subject submittal shall be deemed to be automatically approved.

Section 3.04 Expenses and "As Built."

The City shall be responsible for all expenses associated with the Project including, without limitation those relating to architecture and engineering, site work, utilities, drainage, securing requisite permits and approvals, and physical construction of the Project. The City shall provide the County with complete "As Built" plans for all infrastructure, building, stormwater management systems, and lighting systems for the Project and any alterations upon completion of the Project.

Section 3.05 Project Elements.

The City shall be responsible to complete Phase I as depicted on the AMP within four (4) years of the effective date of this Lease and in accordance Section 3.06 hereinbelow.

The Project shall contain the following minimum improvements as depicted in the Conceptual Master Plan:

1. Program Elements including three (3) lighted regulation multipurpose fields, two (2) lighted flexible use playing fields, one (1) playground large enough to serve a minimum of 30 children, picnic facilities, restroom/concession/meeting room building, maintenance compound and upland preserve.
2. Site improvements including bleachers, shade structures, nature trails, and interpretive signs.
3. Civil work including paving, grading, drainage, water retention lake, parking, lighting and related infrastructure.
4. Fencing, gates and/or other approved means of securing the and controlling access to the Project.

The parties acknowledge the AMP may differ from the Conceptual Master Plan and the minimum improvements set forth above. In the event of such a conflict, the AMP shall control and this Lease shall be deemed amended to require construction of the minimum Phase I improvements in accordance with the AMP.

Section 3.06 Project Timeline

A. The City shall construct the Project in accordance with the following schedule:

1. Commencement of construction of Phase I of the Project within two (2) years of the effective date of the Lease Agreement.
2. Completion of construction of Phase I within four (4) years of the effective date of the Lease Agreement.

For purposes hereof, commencement of construction shall be defined as issuance of all requisite permits for Phase I, execution of a construction contract and commencement of site work. For purposes hereof, completion of construction shall mean completion of construction of the improvements in accordance with the approved plans and specifications, issuance to the County by the City's engineer of record of a substantial completion, issuance of a certificate of completion, if applicable, and opening the facility to the general public for its intended use as a public park. In the event the City fails to construct the Project in accordance with the above schedule, the County shall be entitled to terminate this Lease, and all improvements located on the District Park Property shall become the property of the County.

Section 3.07 Alterations.

After completion of the Project and issuance of a certificate of completion therefore, the City shall not make any improvements, additions, modifications or alterations costing in excess of \$75,000 (hereinafter collectively referred to as "Alterations") without the prior written consent from the County, which consent will not be unreasonably withheld. The City shall submit detailed plans and specifications for all such Alterations to the County for the County's written approval prior to commencing work on same. The City agrees and acknowledges that all work performed to the

District Park Property, whether pursuant to this Section or otherwise, shall be performed and accomplished solely for the benefit of the City, and not for the benefit of the County, such work being nevertheless subject to each and every provision of this Lease. All work done by the City shall be done in a good and workmanlike manner and shall be diligently pursued to completion in accordance with the approved plans and specifications therefor.

Section 3.08 Construction Payments.

The City shall ensure that all improvements are constructed to completion in accordance with the approved plans therefor and that all persons or entities performing work or providing materials relating to such improvements including, without limitation, all contractors, subcontractors, sub-subcontractors, laborers, materialmen, suppliers and professionals, are paid in full for such services and materials.

Section 3.09 Contractor Bond Requirements.

For Alterations costing in excess of \$75,000, the City shall require contractors to furnish for the benefit of the City a payment and performance bond to the City equal to the cost of the improvements and in the form required under Section 255.05, Florida Statutes. The City shall also require contractors to furnish satisfactory evidence of statutory Worker's Compensation insurance, comprehensive general liability insurance, comprehensive automobile insurance, and physical damage insurance on a Builder's Risk form, in such amounts and in such manner as the City may reasonably require.

Section 3.10 No Liens.

The City covenants and agrees that nothing contained in this Lease shall be construed as consent by the County to subject the estate of the County to liability under the Construction Lien Law of the State of Florida, it being expressly understood that the County's estate shall not be subject to such liability. The City shall notify any and all parties or entities performing work or providing materials relating to any improvements made by the City of this provision of this Lease. If so requested by the County, the City shall file a notice satisfactory to the County in the Public Records of Palm Beach County, Florida stating that the County's interest shall not be subject to liens for improvements made by the City. In the event that a construction lien is filed against the District Park Property or other County property in connection with any work performed by or on behalf of the City, the City shall satisfy such claim, or transfer same to security, within 10 days from the date of filing. In the event that the City fails to satisfy or transfer such claim within said 10-day period, the County may do so and thereafter charge the City, and the City shall promptly pay to the County upon demand, as Additional Rent, all costs incurred by County in connection with the satisfaction or transfer of such claim, including attorney's fees. Further, the City agrees to indemnify, defend, and save the County harmless from and against any damage or loss incurred by the County as a result of any such construction lien.

**ARTICLE IV
CONDUCT OF BUSINESS AND USE OF DISTRICT PARK PROPERTY BY CITY**

Section 4.01 Use of the District Park Property.

The City shall use and occupy the District Park Property solely and exclusively as a public park as specified in this Lease and Conceptual Master Plan. The City shall not use, permit, or suffer the use of the District Park Property for any other purpose whatsoever without the prior written consent of the County, which consent may be granted or withheld in the County's sole discretion.

The City shall provide supervision and strictly enforce all rules, regulations, and safety procedures established by the City, the requirements of this Lease, and in general, good standards and practices for the safe and orderly use of the District Park Property. At all times the District Park Property is in use by the City or its invitees, such use shall be under the control and supervision of the City and such supervision shall be conducted by a supervisor authorized by the City. The City shall not use the District Park Property or allow the District Park Property to be used for any commercial or unauthorized purpose, or by any other groups, foundations, or persons not authorized by the City. The City shall not commit or permit any reckless or dangerous conduct on the District Park Property at any time.

The City shall be in full control of the operation of the District Park Property, and shall set and establish the times of operation and the rules and regulations for use by the public. The City shall ensure that all access areas to the District Park Property are locked and secured outside of normal operating hours. The County shall have no control or responsibility with regard to the use of the District Park Property, except as is otherwise set out in this Lease.

The City agrees that the District Park Property shall be used only and exclusively for lawful purposes, and the City will not use, or suffer anyone to use, the District Park Property, for any purpose in violation of the laws of the United States, the State of Florida, or the ordinances and regulations of Palm Beach County or any governmental entity having jurisdiction over the District Park Property.

Section 4.02 Program and User Fees.

The City shall provide programs and facility access to all residents of Palm Beach County on a first come first serve basis regardless of residency, with no preference given to Palm Beach Gardens residents. The City may assess and collect a program fee of up to 20% higher to non-City residents to help offset the City's cost to maintain, program, operate, and staff the District Park Property.

Section 4.03 Sports Commission Accommodations.

The Palm Beach County Sports Commission shall have use privileges of the District Park Property facilities to host regional, state, national, and international events on a "not-to-conflict" basis with City programs. Fees for such events shall be reasonable and shall not exceed the City's cost of providing maintenance and staffing for said events.

Section 4.04 North County District Park Advisory Committee

The City shall establish a North County District Park Advisory Committee comprised of representatives from the County, municipalities, sports providers and other appropriate representatives located within northern Palm Beach County. Municipal representation shall include but not be limited to: City of Palm Beach Gardens, Town of Jupiter, Village of North Palm Beach, Town of Lake Park, City of Riviera Beach, Village of Tequesta, Town of Juno Beach, Town of Palm Beach Shores, and Town of Jupiter Inlet Colony. The committee shall provide input and recommendations to the City regarding the development and programming of the District Park Property. Committee membership is voluntary and no compensation shall be provided. The Advisory Committee shall continue to exist for the duration of this Lease.

Section 4.05 Waste or Nuisance.

The City shall not commit or suffer to be committed any waste upon the District Park Property, commit or permit the maintenance or commission of any nuisance or other act or thing that may result in damage or depreciation of value of the District Park Property, or that may affect the County's fee interest in the District Park Property, or that results in an unsightly condition. All refuse is to be removed from the District Park Property at the City's sole cost and expense, and the City will keep such refuse in proper containers on the interior of the District Park Property until removed. The City will keep the access to the District Park Property, the parking areas, and other contiguous areas to the District Park Property free and clear of obstruction. The City, at its sole cost and expense, will keep the District Park Property free of rodents, vermin, and other pests.

Section 4.06 Governmental Regulations.

The City shall, at the City's sole cost and expense, comply with all ordinances, laws, statutes, and regulations promulgated thereunder of all county, municipal, state, federal, and other applicable governmental authorities, now in force or that may hereafter be in force, pertaining to the City or its use of the District Park Property or the District Park Property generally.

The parties acknowledge and agree that the County is entering into this Lease in its proprietary capacity as the owners of the District Park Property and that nothing contained herein shall be construed to constitute any form of approval by the County in its governmental capacity or limit or alter the City's obligation to comply with all applicable governmental regulations.

The City shall not use the District Park Property in a manner, which causes the County to be in violation of any current or future local, state, or Federal permits, rules, regulations, deed restrictions or covenants applicable to the District Park Property. The County shall have the right to require any modifications to the City's use of the District Park Property if the County in its reasonable discretion determines such use violates any current or future local, state or Federal permits, rules, regulations, deed restrictions or covenants applicable to the District Park Property. In the event the required modification is determined by the City to be not financially feasible in the City's sole discretion, the City shall have the right to terminate this Lease upon the City's 45-day written notification to the County. In the event that the City has not terminated this Lease and fails to timely make such modifications or changes, the County shall have the right to enter upon the District Park Property and make such modifications or changes at the City's expense as the County in its sole discretion determines are necessary to meet such compliance. The City shall promptly pay to the County upon demand, as Additional Rent, all costs incurred by the County in connection with such modifications.

Section 4.07 Non-Discrimination.

The City shall assure and certify that it will comply with the Title VI of the Civil Rights Act of 1964, as amended, and Palm Beach County Resolution No. R92-13, and shall not discriminate against any individual on the basis of their race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information, with respect to any activity occurring on the District Park Property or conducted pursuant to this Lease.

The City warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression or genetic information. The City shall conform to the County's non-discrimination policy as provided in R-2014-1421, as may be amended. The City has submitted to the County a copy of its non-discrimination policy that is consistent with the above paragraph, as set forth in the City's Recreational Facilities Use Policies and Procedures Manual. In the event the City's Recreational Facilities Use Policies and Procedures Manual changes in regards to its non-discrimination policy, the City shall provide the County with a copy of its new policy to ensure the City is in compliance with the County's non-discrimination policy as provided in R-2014-1421, as may be amended.

Section 4.08 Surrender of the District Park Property.

Upon termination or expiration of this Lease, the City, at its sole cost and expense, shall remove the City's non-real property or chattel, if so directed by the County and shall surrender the District Park Property to the County. Upon surrender of the District Park Property, title to any and all remaining improvements, alterations, and structures within the District Park Property shall vest in the County.

Section 4.09 Hazardous Substance.

The City shall not use, maintain, store, or dispose of any contaminants, including, but not limited to, Hazardous Materials or toxic substances, chemicals, or other agents on the District Park Property, or any adjacent land, in any manner not permitted by Environmental Laws. Furthermore, the City shall not cause or permit the Disposal of Hazardous Materials upon the District Park Property or upon adjacent lands and shall operate and occupy the District Park Property in compliance with all Environmental Laws. For purposes hereof, Hazardous Materials shall mean any hazardous or toxic substance, material, waste of any kind, petroleum product or by-product, and contaminant or pollutant as defined or regulated by Environmental Laws. Disposal shall mean the release, storage, use, handling, discharge, or disposal of such Hazardous Materials. Environmental Laws shall mean any applicable federal, state, or local laws, statutes, ordinances, rules, regulations, or other governmental restrictions.

Any discharge, release, spill, or disposal of a Hazardous Material, whether by the City or any third party, shall be reported to the County immediately upon the knowledge thereof by the City. The City shall be solely responsible for the entire cost of remediation and cleanup of any Hazardous Materials disposed of or discovered upon the District Park Property or emanating from the District Park Property onto adjacent lands that occurs as a result of the use and occupancy of the District Park Property by the City, or the City's agents, licensees, invitees, subcontractors, or employees.

The City hereby agrees to indemnify, defend, and hold harmless the County from and

against any and all claims, suits, judgments, loss, damage, fines, or liability that may be incurred by the County, including reasonable attorney's fees and cost, that may arise from the use or disposal of Hazardous Material upon District Park Property. The City's responsibility hereunder shall continue and apply to any violation hereof, whether the same is discovered during the term hereof or otherwise.

Nothing set forth hereinabove shall constitute a waiver of sovereign immunity or an agreement to indemnify the County beyond the monetary limits set forth at Section 768.28, Florida Statutes. This provision shall survive expiration or termination of this Lease.

Section 4.10 Concessions.

The City may enter into contracts with or issue licenses to vendors for the operation of the concession space(s) on the District Park Property for sale of food and/or merchandise. The City shall be entitled to retain the proceeds generated by such contracts and/or licenses. Such contracts and/or licenses shall not release the City from any obligations under this Lease. Further, the City shall comply with and shall be obligated to ensure that all such contracts and/or licenses comply with the terms of this Lease and all applicable federal, state, and county laws, rules, regulations, and ordinances pertaining to the foregoing, including, without limitation, the sale of retail goods, food, and beverages, and the collection and remittance of sales tax as applicable.

Section 4.11 Park Rules and Special Events.

The City shall be entitled to grant short-term licenses reserving the Park's picnic facilities for user groups. Any such special event license shall incorporate the terms of this Lease by reference. The City shall be entitled to retain the proceeds generated by such licenses. Such licenses shall not release the City from any of its obligations under this Lease. Further, the City shall be obligated to ensure that such licensees comply with the terms of this Lease and all applicable federal, state, and county laws, rules, regulations, and ordinances.

ARTICLE V REPAIRS AND MAINTENANCE OF DISTRICT PARK PROPERTY

Section 5.01 Responsibility of the County and City.

The County shall not be obligated or required to make or conduct any maintenance or repairs whatsoever to the District Park Property. The City shall keep and maintain all portions of the District Park Property, and all alterations or improvements currently existing or constructed hereinafter on or about the District Park Property, in good condition and repair, at the City's sole cost and expense.

Section 5.02 County's Right to Inspect.

The County or County's agents shall have the right, upon reasonable prior notice to the City (except that no notice need be given in case of emergency) to enter the District Park Property for the purpose of inspection of the District Park Property and the improvements located thereon. Any such entrance into the District Park Property shall be conducted by the County in a manner calculated to minimize interference with or disruption of the City's operations within the District Park Property.

ARTICLE VI

UTILITIES

The City shall be solely responsible for and promptly pay all costs and expenses relating to providing utility service to the District Park Property, and shall pay directly to the utility company or the provider of such service all charges and assessments for any utility services provided, including, without limitation, water, sewer, gas, electricity, trash collection and removal, or any other utility used or consumed on the District Park Property. In no event shall the County be liable for an interruption or failure in the supply of any such utility to the District Park Property.

ARTICLE VII INSURANCE

Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, the City acknowledges and represents that the City is self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence, or such monetary waiver limits that may change and be set forth by the legislature.

The City shall at all times during the term hereof and at its sole expense, maintain property insurance in an amount not less than 100 percent of the total replacement cost of any betterments and improvements made by or on behalf of the City, as well as the City's contents located on the District Park Property. This coverage shall include, without limitation, stock, inventory, fixtures, and equipment belonging to the City or any occupant of the District Park Property. Coverage shall be provided on a primary basis, and the settlement clause shall be on a replacement cost basis with coverage written on a Special – Cause of Loss (All-Risk) form. The City shall deliver to the County certificates of such insurance policies that shall contain a clause requiring the insurer to give the County thirty (30) days prior notice of cancellation of such policies.

When requested, the City agrees to provide a statement or Certificate of Insurance evidencing insurance, self-insurance, and/or sovereign immunity status that the County agrees to recognize as acceptable for the above-mentioned coverages, as required herein to Insurance Tracking Services, Inc. (ITS), the County's authorized insurance consultant. The required certificates must be signed by the authorized representative of the Insurance Company shown on the certificate.

Submit certificates of insurance to:

Palm Beach County
c/o Insurance Tracking Services, Inc. (ITS)
P.O. Box 20270
Long Beach, CA 90801
Email: psc@instracking.com or Facsimile: (562) 435-2999

Subsequently, the City shall, during the term of the Lease and prior to each renewal thereof, provide such evidence to ITS at psc@instracking.com or fax (561) 435-2999, which is Palm Beach County's insurance management system.

Compliance with the foregoing requirements shall not relieve the City of its liability and

obligations under this Lease.

The City agrees its self-insurance, general liability, automobile liability, and property insurance shall be primary as respects to any coverage afforded to or maintained by the County.

The City shall require its contractors to provide insurance with at least the minimum limits as designated in this Article and shall require its contractors include Palm Beach County Board County Commissioners and City of Palm Beach Gardens of as Additional Insureds on contractors' general liability and automobile liability policies.

Commercial General Liability -	\$1,000,000 per occurrence \$2,000,000 per aggregate
Business Automobile Liability -	\$ 500,000 per occurrence
Workers' Compensation -	Statutory
Employer's Liability -	\$ 100,000 each accident

ARTICLE VIII INDEMNIFICATION

It is understood and agreed that the City is merely a City of the County and is an independent contractor and is not an agent, servant, or employee of the County or its Board of County Commissioners. The City shall, to the extent permitted by law, indemnify, defend, and save harmless the County from and against any and all claims, suits, actions, damages, and/or causes of action arising as a result of the City's use and occupancy of the District Park Property, any personal injury, loss of life, environmental contamination, and/or damage to property sustained in or about the District Park Property by reason, during, or as a result of the use and occupancy of the District Park Property by the City, its agents, employees, licensees, invitees, and the general public, and from and against any orders, judgments, and/or decrees that may be entered thereon, and from and against all costs, attorney's fees, expenses, and liabilities incurred in and about the defense of any such claim at trial or on appeal. In the event the County shall be made a party to any litigation commenced against the City or by the City against any third party, then the City shall protect and hold the County harmless and pay all costs and attorney's fees incurred by the County in connection with such litigation and any appeals thereof. Notwithstanding anything herein to the contrary, the City shall not be obligated to indemnify or hold harmless the County for matters that are attributable to the negligent or intentional acts or omissions of the County. The City recognizes the broad nature of this indemnification and hold harmless clause and voluntarily makes this covenant and expressly acknowledges the receipt of good and valuable consideration provided by the County in support hereof in accordance with the laws of the State of Florida. This section shall survive the termination of this Lease. Nothing contained herein shall be construed as a waiver of sovereign immunity or an agreement to indemnify the County beyond the statutory monetary limits of liability set forth in Section 768.28, Florida Statutes.

**ARTICLE IX
DESTRUCTION OF DISTRICT PARK PROPERTY**

Section 9.01 Damage or Destruction by Fire, War, or Act of God.

In the event the District Park Property shall be destroyed or damaged or injured by fire or other casualty during the Term of this Lease, the City shall restore the District Park Property to the same or better condition than that which existed prior to such casualty. The City shall commence such restoration within a reasonable time after such casualty but in no event later than one hundred and eighty (180) days of such casualty, unless it is commercially unreasonable and/or practicably impossible to do so. In which case, the County shall agree to a reasonable extension of time to commence restoration. The City shall thereafter diligently pursue such restoration to completion.

**ARTICLE X
ASSIGNMENT AND SUBLETTING**

Section 10.01 Consent Required.

The City may not assign, mortgage, pledge, or encumber this Lease in whole or in part, nor sublet or rent all or any portion of the District Park Property nor grant any easements affecting the District Park Property without prior written consent of the County, which may be granted or withheld at the County's absolute discretion. Any attempted assignment, mortgage, pledge, encumbrance, or subletting without such consent shall be null and void, without legal effect and shall constitute a breach of this Lease. This provision shall be construed to include a prohibition against any assignment, mortgage, pledge, encumbrance, or sublease by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

**ARTICLE XI
DEFAULT**

Section 11.01 Default by the City.

The occurrence of any one or more of the following shall constitute an Event of Default by the City under this Lease: (i) the City's failure to pay any sum due hereunder within thirty (30) days after the same shall become due; (ii) the City's use of the District Park Property for a purpose other than that allowed under this Lease; (iii) the City's failure to perform or observe any of the agreements, covenants, or conditions contained in this Lease on the City's part to be performed or observed if such failure continues for more than thirty (30) days after notice from the County, unless the same is of such a nature that it cannot reasonably be cured within such a time period, in which event the City shall be entitled to a reasonable period under the circumstances; (iv) the City's vacating or abandoning the District Park Property; or (v) the City's leasehold estate being taken by execution, attachment, or process of law or being subjected to any bankruptcy proceeding; (vi) failure to maintain the District Park Property in accordance with the AMP and acceptable maintenance procedures with normal wear and tear excepted. If any Event of Default occurs, then at any time thereafter while the Event of Default continues, the County shall have the right to give the City notice that the County intends to terminate this Lease upon a specified date not less than thirty (30) days after the date notice is received by the City, and this Lease shall then expire on the date specified as if that date had been originally fixed as the expiration date of the Term of this Lease. If, however, the default is cured within the thirty- (30) day period and the County is so notified, this Lease will continue; provided, however, if the nature of the City's

obligations are such that more than thirty (30) days are required for performance, then the City shall not be in default if the City commences performance within such thirty- (30) day period and thereafter diligently pursues the same to completion. Upon such termination, the County shall be entitled to pursue such damages as are available to the County pursuant to this Lease or the laws of the State of Florida. In the event City fails or refuses to perform any term, covenant, or condition of this Lease for which a specific remedy is not set forth in this Lease, County shall, in addition to any other remedies provided at law or in equity, have the right of specific performance and injunctive relief. Specific performance will only be required pursuant to this section if there is an annual budgetary funding and appropriations by its respective body.

Section 11.02 Default by the County.

The County shall not be in default unless the County fails to perform obligations required of the County within a reasonable time, but in no event later than thirty (30) days after written notice by the City to the County, specifying wherein the County has failed to perform such obligations; provided, however, that if the nature of the County's obligations is such that more than thirty (30) days are required for performance, then the County shall not be in default if the County commences performance within such thirty- (30) day period and thereafter diligently pursues the same to completion.

**ARTICLE XII
ANNUAL BUDGETARY FUNDING**

This Lease and all obligations of the County and City hereunder are subject to and contingent upon annual budgetary funding and appropriations by their respective legislative bodies.

**ARTICLE XIII
QUIET ENJOYMENT**

Upon payment by the City of the Rent, Additional Rent, and other charges herein provided, and upon the observance and performance of all the covenants, terms, and conditions on the City's part to be observed and performed, the City shall peaceably and quietly hold and enjoy the District Park Property for the Term hereby demised without hindrance or interruption by the County or any other person or persons lawfully or equitably claiming by, through, or under the County, subject, nevertheless, to the terms and conditions of this Lease.

**ARTICLE XIV
MISCELLANEOUS**

Section 14.01 Entire Agreement.

This Lease and any Exhibits attached thereto constitute all agreements, conditions, and understandings between the County and City concerning the District Park Property. All representations, either oral or written, shall be deemed to be merged into this Lease. Except as herein otherwise provided, no subsequent alteration, waiver, change, or addition to this Lease shall be binding upon the County or the City, unless reduced to writing and signed by both parties.

Section 14.02 Notices.

Notices: All notices, consents, approvals, and elections (collectively "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service (provided in each case a receipt is obtained). The effective date of any such notice shall be the date of delivery of the notice if by personal delivery, courier service, or national overnight delivery service. The parties designate the following addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

(a) If to the County at:

Property and Real Estate Management Division
Attention: Director
2633 Vista Parkway
West Palm Beach, Florida 33411-5605
Telephone: (561) 233-0217
Fax: (561) 233-0210

with a copy to:

Palm Beach County Attorney's Office
Attention: Parks Attorney
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401
Telephone: (561) 355-2225
Fax: (561) 355-4398

and a copy to:

Palm Beach County Parks and Recreation Department
Attention: Director
2700 6th Avenue South
Lake Worth, Florida 33461
Telephone: (561) 966-6614
Fax: (561) 963-6734

(b) If to the City at:

City of Palm Beach Gardens
Attn: City Manager
10500 North Military Trail
Palm Beach Gardens, Florida 33410
Telephone: (561) 799-4110

With a copy to:

City of Palm Beach Gardens
Attn: Sports Director
10500 North Military Trail
Palm Beach Gardens, Florida 33410
Telephone: (561) 630-1117

With a copy to:

City of Palm Beach Gardens
Attn: City Attorney
10500 North Military Trail
Palm Beach Gardens, Florida 33410
Telephone: (561) 799-4138

Any party may from time to time change the address at which notices under this Lease shall be given such party, upon three (3) days' prior written notice to the other parties.

Section 14.03 Severability.

If any term of this Lease or the application thereof to any person or circumstances shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 14.04 Broker's Commission.

The County and City both represent and warrant that neither has dealt with any real estate salesperson, agent, finder, or broker in connection with this Lease

Section 14.05 Recording.

The City shall not record this Lease or any memorandum or short form thereof without the written consent and joinder of the County, which may be granted or withheld at the County's sole discretion.

Section 14.06 Waiver of Jury Trial.

THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTER CLAIMS BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER IN CONNECTION WITH THIS LEASE.

Section 14.07 Governing Law and Venue.

This Lease shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Lease will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 14.08 Time of Essence.

Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

Section 14.09 Waiver.

The waiver by either Party of any default of any term, condition, or covenant herein contained shall not constitute a waiver of such term, condition, or covenant for any subsequent default of the same or any other term, condition, or covenant herein contained.

Section 14.10 Non-exclusivity of 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 or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 14.11 Construction.

No party shall be considered the author of this Lease since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final agreement. Thus, the terms of this Lease shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Lease, and the same shall remain in full force and effect.

Section 14.12 Incorporation by Reference.

Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Lease by reference.

Section 14.13 Survival.

Notwithstanding any early termination of this Lease, the City shall remain obligated hereunder to perform any duty, covenant, or obligation imposed upon the City hereunder arising prior to the date of such termination or surviving such termination.

Section 14.14 No Third-Party Beneficiary.

No provision of this Lease 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 Lease, including, but not limited to, any citizen or employees of the County and/or City.

Section 14.15 Office of the Inspector General.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General is authorized with the power to review past, present, and proposed County contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 – 2-

440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

Section 14.16 Effective Date of Lease.

This Lease is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners ("Effective Date"). Upon termination or expiration of this Lease, all improvements on the Property shall become County property.

Section 14.17 Public Entity Crimes.

As provided in Section 287.132-133, Florida Statutes, a person or affiliate who has been placed on the State of Florida convicted vendor list following a conviction for a public entity crime may not submit a bid for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. By entering into this Lease or performing any work in furtherance hereof, City certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the effective date hereof. This notice is required by Section 287.133(3) (a), Florida Statutes.

Section 14.18 Headings.

The paragraph headings or captions appearing in this Lease are for convenience only, are not part of this Lease, and are not to be considered in interpreting this Lease.

Section 14.19 Condemnation.

If the District Park Property, or any part thereof, or any improvements thereto, shall be taken, appropriated, or condemned by exercise of the power of eminent domain, or conveyed or transferred pursuant to an agreement in lieu of condemnation, the County shall be entitled to that portion of the award relating to the County's reversionary interest in the fee simple estate. The City shall be entitled to that portion of the award relating to the City's leasehold estate, which includes any and all improvements made to the District Park Property by the City, including depreciation deducted from the award total, if the City is not in default of this Lease Agreement. Notwithstanding the foregoing, the City shall be entitled to pursue in such condemnation proceeding such award as may be allowed for moving expenses, business damages, and value of any crops. In the event of a total taking of the District Park Property, the rent shall be prorated, and this Lease shall terminate upon, the date title vests in the condemning authority. Notwithstanding such termination, the City shall remain liable for all matters arising under this Lease prior to such termination. In the event of a partial taking, Rent shall be reduced on a pro rata basis. In the event of a temporary taking, Rent shall be abated on a pro rata basis for the period of time the City is unable to use the portion of the District Park Property temporarily taken. After such period, Rent shall be restored to the Rent that would have been then due without regard to such taking. The County shall have no obligation to restore the District Park Property improvements or otherwise perform any work upon same as a result of any such taking.

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease Agreement as of the day and year first above written.

COUNTY:

PALM BEACH COUNTY, a political
Subdivision of the State of Florida

By: _____
Melissa McKinlay, Mayor

Signed and delivered in the presence of:

Witness Signature

Print Witness Name

Witness Signature

Print Witness Name

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
Assistant County Attorney

CITY:

By: Maria G. Marino
Maria G. Marino, Mayor

Signed and delivered in the presence of:

[Signature]
Witness Signature

Kenthia White
Print Witness Name

BERTHA L. MA-ROQUE
Witness Signature

BERTHA L. MA-ROQUE
Print Witness Name

ATTEST:

By: [Signature]
Patricia Snider, CMC, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: [Signature]
R. Max Lohman, City Attorney

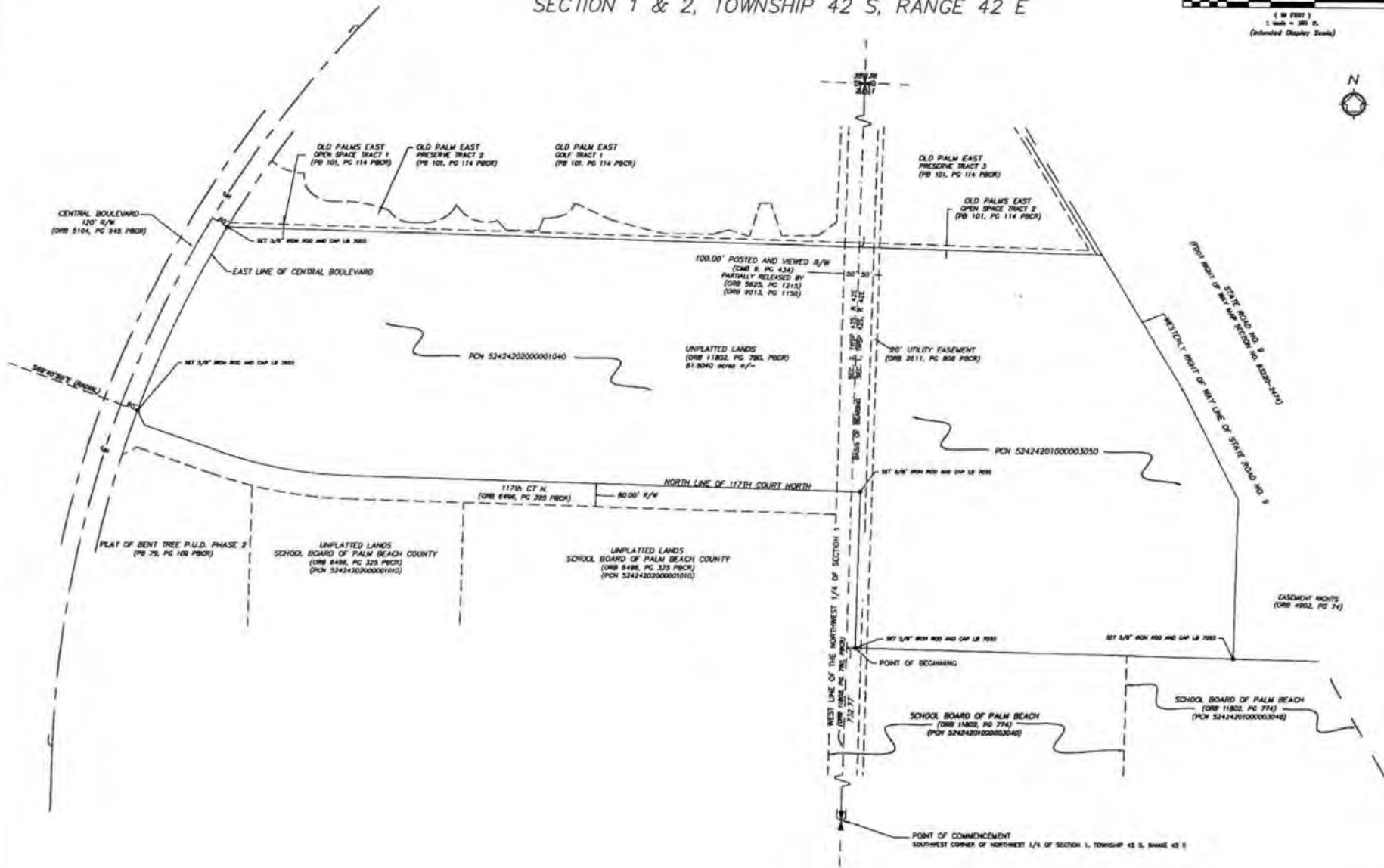
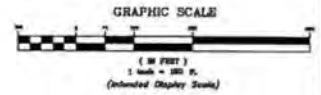
LIST OF EXHIBITS

Description	Exhibits
The District Park Property	Exhibit "A"
Conceptual Master Plan	Exhibit "B"

EXHIBIT "A"

BOUNDARY SURVEY

SECTION 1 & 2, TOWNSHIP 42 S, RANGE 42 E



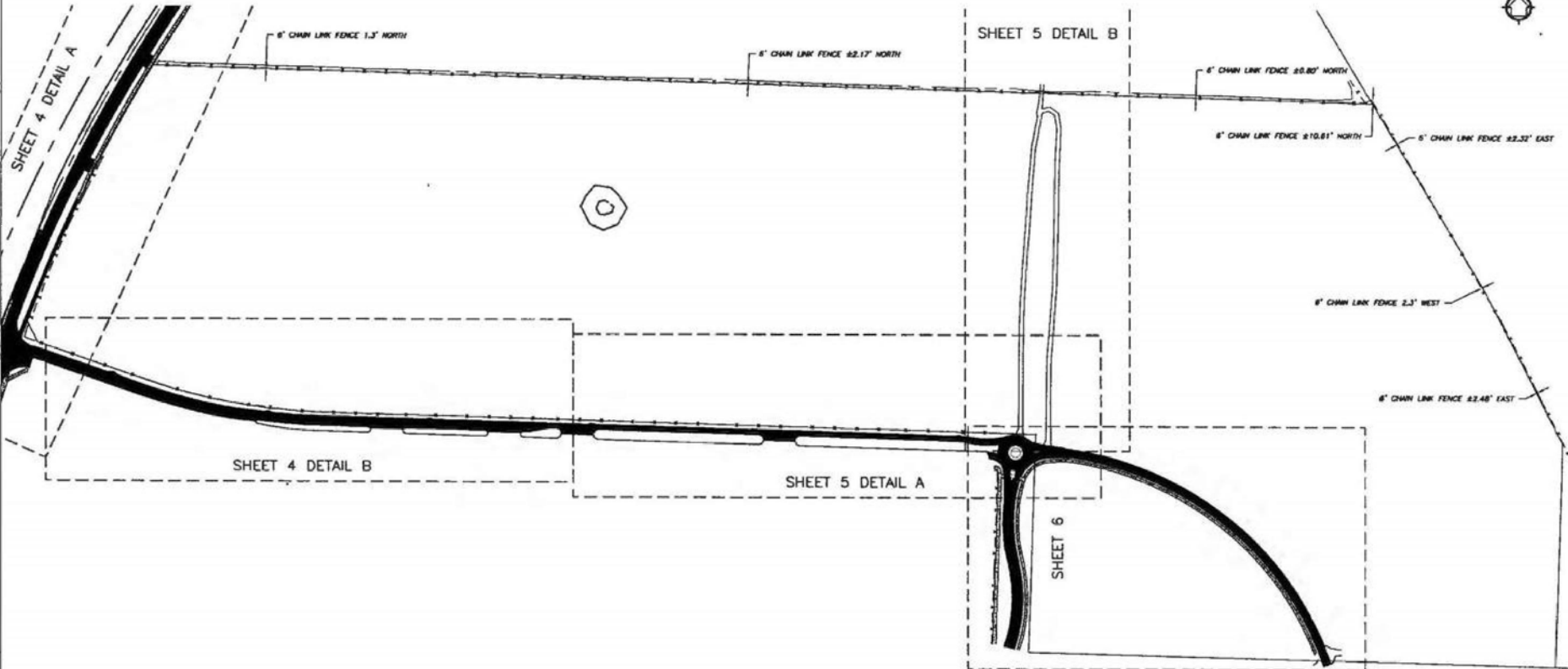
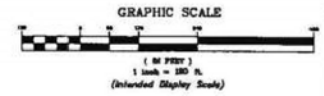
323 West Palm Beach, FL 33411
 Phone: 561.996.2222
 Fax: 561.996.1800
 Email: info@mwgi.com

DATE	REV	BY	APP	DATE	BY

NORTH COUNTY DISTRICT PARK
 SECTION 1&2, TOWNSHIP 42S, RANGE 42E
 AS PREPARED FOR
 CITY OF PALM BEACH GARDENS, FLORIDA

TOPOGRAPHIC SURVEY

SECTION 1 & 2, TOWNSHIP 42 S, RANGE 42 E



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2023 VEGE Paragon...
From: Car No. 491 - 10.00.00

BY: _____

DATE: _____

REVISIONS:

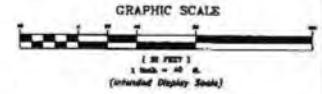
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C/O	REF	JOB	DATE	DWC	SHEET
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		01-15-18-03			
		01-15-18-03			
		01-15-18-03			

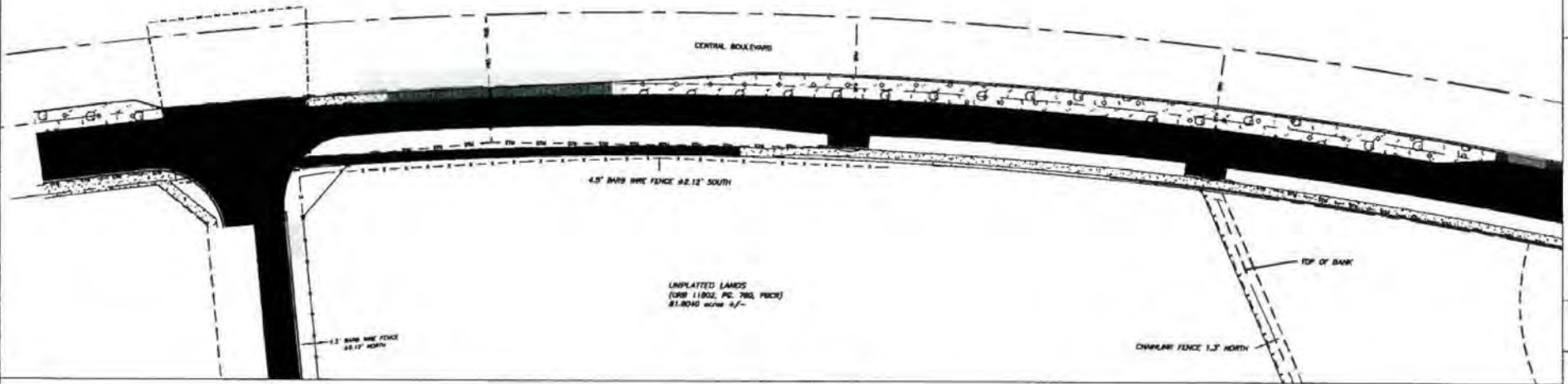
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AS PREPARED FOR
CITY OF PALM BEACH GARDENS, FLORIDA

TOPOGRAPHIC SURVEY
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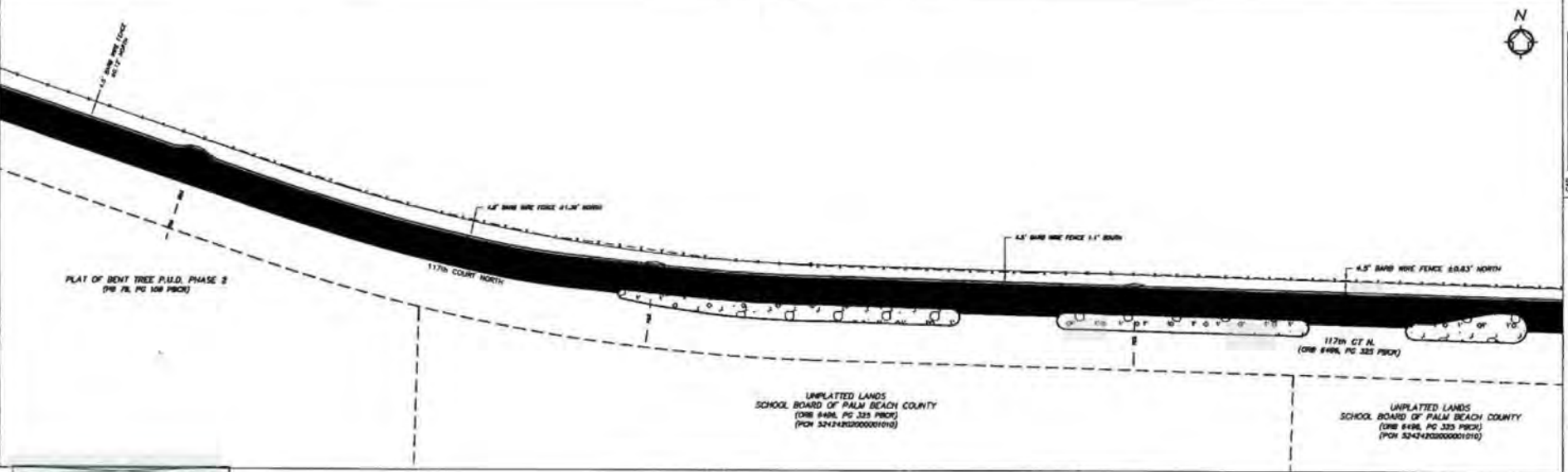
SHEET 4 DETAIL A



DWG
3035 U.S. Parkway, West Palm Beach, FL 33411
Phone No. 561.999.2220 www.dwg.com
C.O. # 13713, P.E. # 1242



SHEET 4 DETAIL B



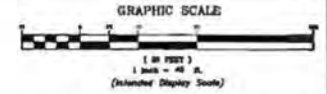
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NORTH COUNTY DISTRICT PARK
SECTION 1&2, TOWNSHIP 42S, RANGE 42E
AS PREPARED FOR
CITY OF PALM BEACH GARDENS, FLORIDA

TOPOGRAPHIC SURVEY

SECTION 1 & 2, TOWNSHIP 42 S, RANGE 42 E

SHEET 5 DETAIL A



UNPLATTED LANDS
 (DWS 11802, PG. 280, PBCK)
 81.8040 acres 1/-

4.5' BOND WIRE FENCE 60.28' NORTH

11.75' CT. W.
 (DWS 8498, PG. 325, PBCK)

UNPLATTED LANDS
 SCHOOL BOARD OF PALM BEACH COUNTY
 (DWS 8498, PG. 325, PBCK)
 (PGY 5542430300001010)

SHEET 5 DETAIL B

UNPLATTED LANDS
 (DWS 11802, PG. 280, PBCK)
 81.8040 acres 1/-

6' CHAIN LINK FENCE 1.4' NORTH

10' DIRT ROAD

10.00'

10' DIRT ROAD

10.00'

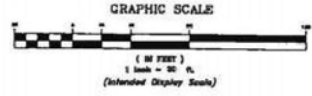
WVG
 SURVEYING & ENGINEERING, INC.
 2001 S. W. 11th St., Suite 100
 Ft. Lauderdale, FL 33304
 Phone: 954.348.2222 Fax: 954.348.2223
 www.wvg.com
 Cert. No. 6791 - 13 Nov. 2015

NO.	DATE	BY	REVISION

CAD	REV	DATE	BY	CHK	DATE

NORTH COUNTY DISTRICT PARK
 SECTION 1&2, TOWNSHIP 42S, RANGE 42E
 AS REQUIRED FOR
CITY OF PALM BEACH GARDENS, FLORIDA

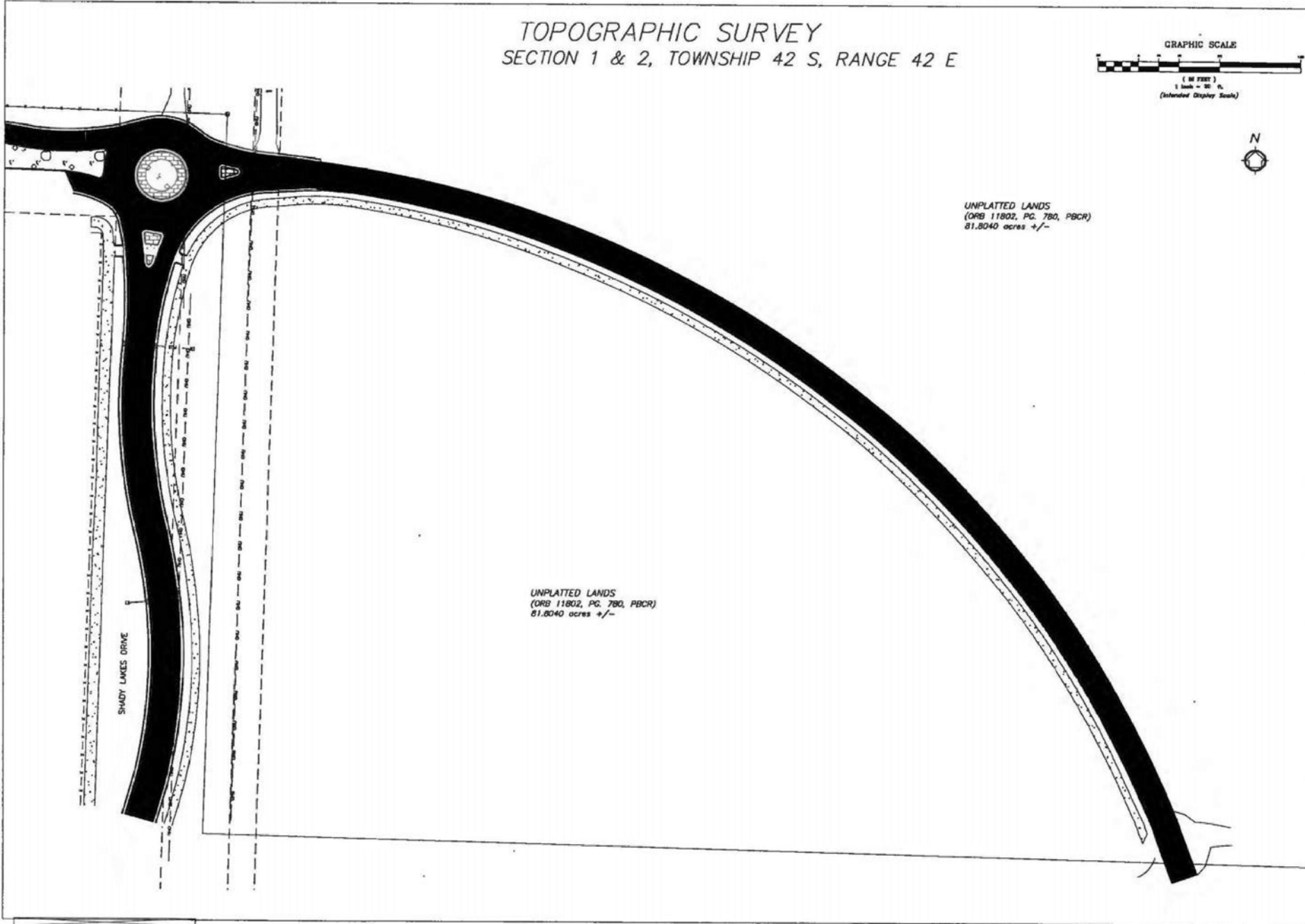
TOPOGRAPHIC SURVEY
SECTION 1 & 2, TOWNSHIP 42 S, RANGE 42 E



UNPLATTED LANDS
(ORB 11802, PG. 780, PBCR)
81.8040 acres +/-

UNPLATTED LANDS
(ORB 11802, PG. 780, PBCR)
81.8040 acres +/-

SHADY LAKES DRIVE



MWGI
MUNICIPAL & WATERWAY
SURVEYING & ENGINEERING, INC.
13011
Palm Beach Gardens, FL 33411
Phone: 561.299.2225
Fax: 561.299.2225
Cert. No. 691 - 13, No. 2023

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NO. 173	DATE	BY:
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NO. 196	DATE	BY:
NO. 197	DATE	BY:
NO. 198	DATE	BY:
NO. 199	DATE	BY:
NO. 200	DATE	BY:

NORTH COUNTY DISTRICT PARK
SECTION 1&2, TOWNSHIP 42S, RANGE 42E
AS PREPARED FOR
CITY OF PALM BEACH GARDENS, FLORIDA



2035 Vista Parkway, West Palm Beach, FL 33411
 Phone No. 866.909.2220 www.wginc.com
 Cert No. 6091 - LB No. 7055

DESCRIPTION & SKETCH

PREPARED FOR:

CITY OF PALM BEACH GARDENS

LEGAL DESCRIPTION: OVERALL BOUNDARY

A PARCEL OF LAND LYING IN SECTIONS 1 AND 2, TOWNSHIP 42 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 1; THENCE NORTH 01°52'52" EAST, ALONG THE WEST LINE OF SAID NORTHWEST ONE-QUARTER, A DISTANCE OF 732.77 FEET; THENCE SOUTH 88°07'08" EAST, DEPARTING SAID WEST LINE, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01°52'52" EAST, A DISTANCE OF 541.55 FEET; THENCE NORTH 88°21'18" WEST, ALONG, IN PART, THE NORTH LINE OF 117TH COURT NORTH, AS DESCRIBED IN OFFICIAL RECORD BOOK 6496, PAGE 325, OF THE PUBLIC RECORDS OF SAID COUNTY, A DISTANCE OF 1758.02 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 1460.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°24'33", A DISTANCE OF 443.62 FEET TO A POINT ON A NON-TANGENT LINE; THENCE NORTH 70°54'39" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 274.84 FEET; THENCE NORTH 25°17'46" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 57.13 FEET TO A POINT ON THE EAST LINE OF CENTRAL BOULEVARD, AS DESCRIBED IN OFFICIAL RECORD BOOK 5104, PAGE 945, OF THE SAID PUBLIC RECORDS, SAID POINT BEING A POINT ON A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 3759.72 FEET, AND FROM SAID POINT A RADIAL LINE BEARS SOUTH 69°40'50" EAST; THENCE NORTHEASTERLY, ALONG SAID EAST LINE AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°48'18", A DISTANCE OF 709.02 FEET; THENCE SOUTH 88°21'18" EAST, A DISTANCE OF 2993.88 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 9 (PER FDOT (I-95) RIGHT-OF-WAY MAP SECTION NO. 93220-2474; THENCE SOUTH 30°31'49" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 529.73 FEET; THENCE SOUTH 26°31'49" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 433.18 FEET, THENCE SOUTH 01°48'15" WEST, DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 554.22 FEET; THENCE NORTH 88°31'06" WEST, A DISTANCE OF 1287.10 FEET TO THE POINT OF BEGINNING.

SURVEYOR'S NOTES: (NOT A SURVEY-DESCRIPTION AND SKETCH ONLY)

1. DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

2. BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH, AND ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, 2007 ADJUSTMENT. THE BASIS OF BEARINGS IS THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 42 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA BEING NORTH 01°52'52" EAST AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

FOR THE FIRM
 WANTMAN GROUP, INC.

BY:  DATE: 12/11/17

ERIC MATTHEWS, P.S.M.
 PROFESSIONAL SURVEYOR AND MAPPER
 STATE OF FLORIDA LICENSE NO. 6717

DATE:	REVISION:	BY:	OFFICE	MRG	DATE	12/05/17	JOB
			CHECKED	ERM	SHEET	1 OF 3	DWG 197602_OA Bndy

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LEGEND:

- C/L = Center line
- Δ = Delta (Central Angle)
- FDOT = Florida Department of Transportation
- L = Length of Arc
- ORB = Official Records Book
- PBCR = Palm Beach County Records
- PB = Plat Book
- PG. = Page
- R = Radius
- R/W = Right-of-Way

OLD PALM EAST (PB 101, PG 114 PBCR) | OLD PALM EAST (PB 101, PG 114 PBCR)

S88°21'18"E 2993.88'

SECTION 2-42-42

SECTION 1-42-42

LANDS PER
(ORB 11802, PG. 780, PBCR)
81.807 ACRES +/-

STATE ROAD NO. 9
(FDOT (I-95) RIGHT OF WAY
MAP SECTION NO. 93220-2474)
WESTERLY RIGHT OF WAY LINE
S30°31'49"E 529.73'
S26°31'49"E 433.18'

NORTH LINE OF
117TH COURT NORTH
(ORB 6496, PG 325 PBCR)

N88°21'18"W
1758.02'

FOR CONTINUATION SEE SHEET 3

SCHOOL BOARD OF
PALM BEACH COUNTY
(ORB 6496, PG 325 PBCR)

WEST LINE OF THE
NORTHWEST 1/4 OF SECTION 1
(BASIS OF BEARINGS)

N01°52'52"E
732.77'

N01°52'52"E
541.55'

POINT OF
BEGINNING

N88°31'06"W 1287.10'

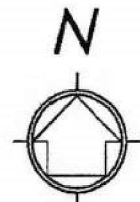
S01°48'15"W
554.22'

S88°07'08"E 30.00'

SCHOOL BOARD OF
PALM BEACH
(ORB 11802, PG 774)

SCHOOL BOARD OF
PALM BEACH
(ORB 11802, PG 774)

POINT OF COMMENCEMENT
SOUTHWEST CORNER OF
NORTHWEST 1/4 OF SECTION 1-42-42



SCALE: 1" = 300'
(Intended Display Scale)

DATE: REVISION: BY:

(NOT A SURVEY-DESCRIPTION AND SKETCH ONLY)

OFFICE	MRG	DATE	12/05/17	JOB
CHECKED	ERM	SHEET	2 OF 3	DWG 197602_OA Bndy

OLD PALM EAST
(PB 101, PG 114 PBCR)

S88°21'18"E 2993.88'

CENTRAL BOULEVARD
120' R/W
(ORB 5104, PG 945 PBCR)

EAST LINE OF
CENTRAL BOULEVARD

R=3759.72'
Δ=10°48'18"
L=709.02'

SECTION 2-42-42

LANDS PER
(ORB 11802, PG. 780, PBCR)
81.807 ACRES +/-

S69°40'50"E
(RADIAL)

N25°17'46"W
57.13'

N70°54'39"W
274.84'

R=1460.00'
Δ=17°24'33"
L=443.62'

N88°21'18"W 1758.02'

NORTH LINE OF
117TH COURT NORTH
(ORB 6496, PG 325 PBCR)

PLAT OF BENT TREE
P.U.D. PHASE 2
(PB 79, PG 109 PBCR)

SCHOOL BOARD OF
PALM BEACH COUNTY
(ORB 6496, PG 325 PBCR)

SCHOOL BOARD OF
PALM BEACH COUNTY
(ORB 6496, PG 325 PBCR)

LEGEND:

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- R/W = Right-of-Way



SCALE: 1" = 300'
(Intended Display Scale)

FOR CONTINUATION SEE SHEET 2

DATE: REVISION: BY:

(NOT A SURVEY-DESCRIPTION AND SKETCH ONLY)

			OFFICE	MRG	DATE	12/05/17	JOB
			CHECKED	ERM	SHEET	3 OF 3	DWG 197602_OA Bndy



2035 Vista Parkway, West Palm Beach, FL 33411
 Phone No. 866.909.2220 www.wginc.com
 Cert No. 6091 - LB No. 7055

DESCRIPTION & SKETCH

PREPARED FOR:
CITY OF PALM BEACH GARDENS

LEGAL DESCRIPTION: PHASE 1

A PARCEL OF LAND LYING IN SECTION 1, TOWNSHIP 42 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 1; THENCE NORTH 01°52'52" EAST, ALONG THE WEST LINE OF SAID NORTHWEST ONE-QUARTER, A DISTANCE OF 732.77 FEET; THENCE SOUTH 88°07'08" EAST, DEPARTING SAID WEST LINE, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01°52'52" EAST, A DISTANCE OF 1388.13 FEET; THENCE SOUTH 88°21'18" EAST, A DISTANCE OF 796.29 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 9 (PER FDOT (I-95) RIGHT-OF-WAY MAP SECTION NO. 93220-2474; THENCE SOUTH 30°31'49" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 529.73 FEET; THENCE SOUTH 26°31'49" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 433.18 FEET, THENCE SOUTH 01°48'15" WEST, DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 554.22 FEET; THENCE NORTH 88°31'06" WEST, A DISTANCE OF 1287.10 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAIN 36.456 ACRES, MORE OR LESS.

(NOT A SURVEY-DESCRIPTION AND SKETCH ONLY)

SURVEYOR'S NOTES:

1. DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

2. BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH, AND ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, 2007 ADJUSTMENT. THE BASIS OF BEARINGS IS THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 42 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA BEING NORTH 01°52'52" EAST AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

FOR THE FIRM
 WANTMAN GROUP, INC.

BY: Eric Matthews DATE: 12/11/17

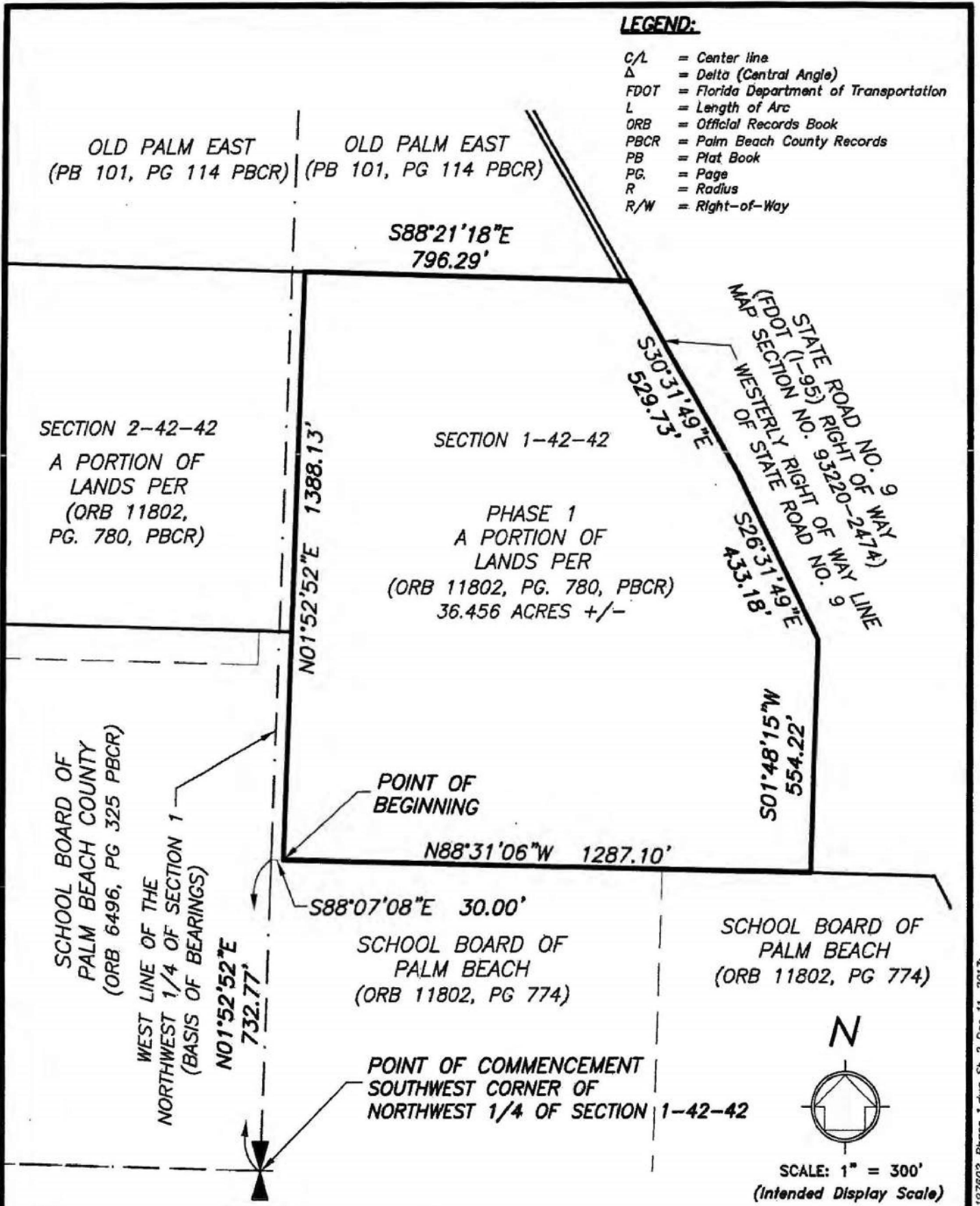
ERIC MATTHEWS, P.S.M.
 PROFESSIONAL SURVEYOR AND MAPPER
 STATE OF FLORIDA LICENSE NO. 6717

DATE: REVISION: BY:

			OFFICE	MRG	DATE	12/06/17	JOB
			CHECKED	ERM	SHEET	1 OF 2	DWG 197602_Phase 1

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DATE:	REVISION:	BY:

(NOT A SURVEY-DESCRIPTION AND SKETCH ONLY)

OFFICE	MGR	DATE	12/06/17	JOB
CHECKED	ERM	SHEET	2 OF 2	DWG 197602_Phase 1



2035 Vista Parkway, West Palm Beach, FL 33411
 Phone No. 866.909.2220 www.wginc.com
 Cert No. 6091 - LB No. 7055

DESCRIPTION & SKETCH

PREPARED FOR:

CITY OF PALM BEACH GARDENS

LEGAL DESCRIPTION: PHASE 2

A PARCEL OF LAND LYING IN SECTIONS 1 AND 2, TOWNSHIP 42 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 1; THENCE NORTH 01°52'52" EAST, ALONG THE WEST LINE OF SAID NORTHWEST ONE-QUARTER, A DISTANCE OF 732.77 FEET; THENCE SOUTH 88°07'08" EAST, DEPARTING SAID WEST LINE, A DISTANCE OF 30.00 FEET; THENCE NORTH 01°52'52" EAST, A DISTANCE OF 541.55 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°21'18" WEST, ALONG, IN PART, THE NORTH LINE OF 117TH COURT NORTH, AS DESCRIBED IN OFFICIAL RECORD BOOK 6496, PAGE 325, OF THE PUBLIC RECORDS OF SAID COUNTY, A DISTANCE OF 1758.02 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 1460.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°24'33", A DISTANCE OF 443.62 FEET TO A POINT ON A NON-TANGENT LINE; THENCE NORTH 70°54'39" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 274.84 FEET; THENCE NORTH 25°17'46" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 57.13 FEET TO A POINT ON THE EAST LINE OF CENTRAL BOULEVARD, AS DESCRIBED IN OFFICIAL RECORD BOOK 5104, PAGE 945, OF THE SAID PUBLIC RECORDS, SAID POINT BEING A POINT ON A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 3759.72 FEET, AND FROM SAID POINT A RADIAL LINE BEARS SOUTH 69°40'50" EAST; THENCE NORTHEASTERLY, ALONG SAID EAST LINE AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°48'18", A DISTANCE OF 709.02 FEET; THENCE SOUTH 88°21'18" EAST, A DISTANCE OF 2197.59 FEET; THENCE SOUTH 01°52'52" WEST, A DISTANCE OF 846.58 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAIN 45.351 ACRES, MORE OR LESS.

(NOT A SURVEY-DESCRIPTION AND SKETCH ONLY)

SURVEYOR'S NOTES:

1. DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

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FOR THE FIRM
 WANTMAN GROUP, INC.

BY: *Eric Matthews* DATE: 12/11/17

ERIC MATTHEWS, P.S.M.
 PROFESSIONAL SURVEYOR AND MAPPER
 STATE OF FLORIDA LICENSE NO. 6717

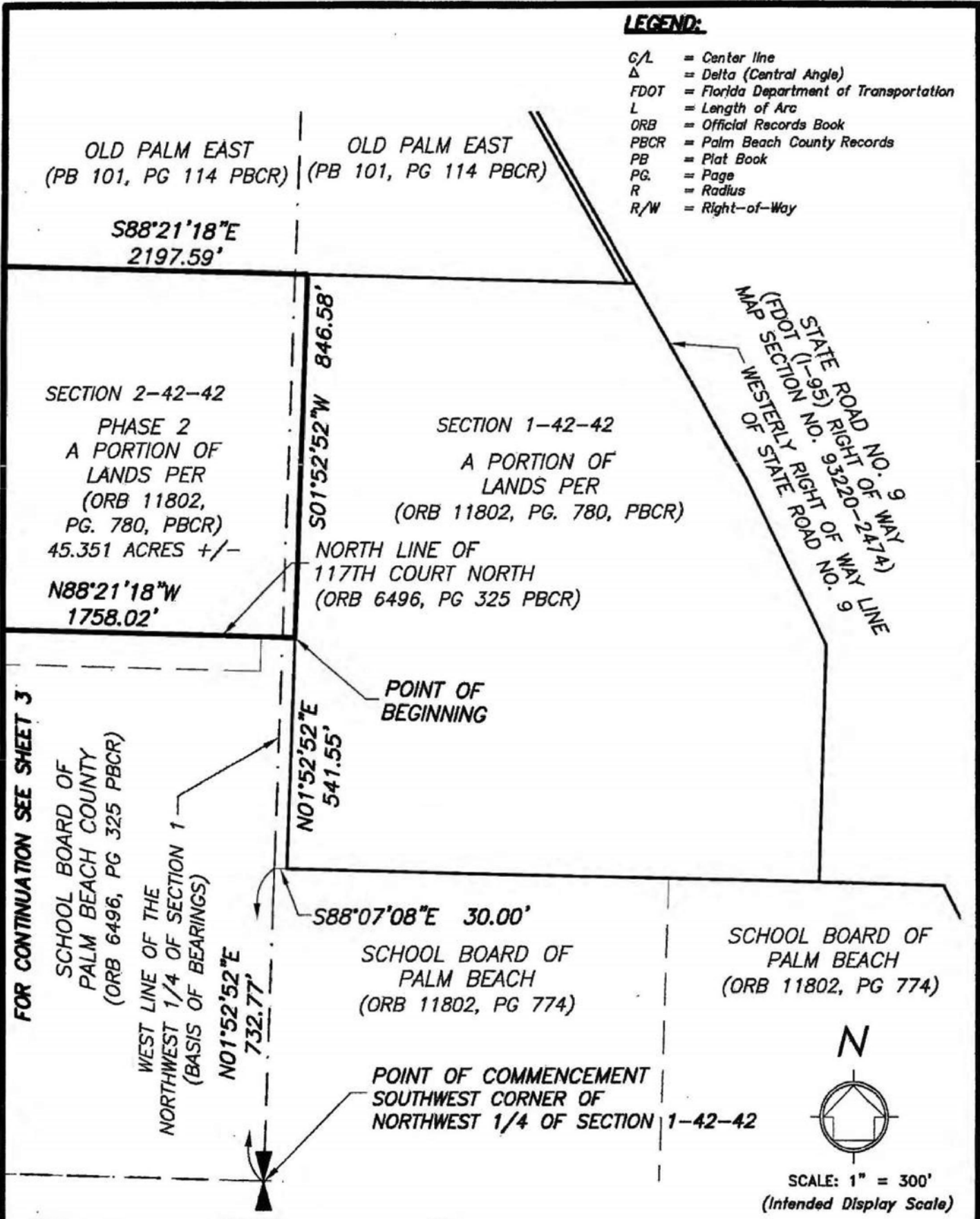
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OFFICE	MRG	DATE	12/05/17	JOB
CHECKED	ERM	SHEET	1 OF 3	DWG 197602_Phase 2

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FOR CONTINUATION SEE SHEET 3

SCHOOL BOARD OF PALM BEACH COUNTY (ORB 6496, PG 325 PBCR)

WEST LINE OF THE NORTHWEST 1/4 OF SECTION 1 (BASIS OF BEARINGS)

DATE: REVISION: BY:

(NOT A SURVEY-DESCRIPTION AND SKETCH ONLY)

OFFICE	MRG	DATE	12/05/17	JOB
CHECKED	ERM	SHEET	2 OF 3	DWG
				197602_Phase 2

OLD PALM EAST
(PB 101, PG 114 PBCR)

S88°21'18"E 2197.59'

SECTION 2-42-42

PHASE 2
A PORTION OF
LANDS PER

(ORB 11802, PG. 780, PBCR)
45.351 ACRES +/-

EAST LINE OF
CENTRAL BOULEVARD

R=3759.72'
Δ=10°48'18"
L=709.02'

N25°17'46"W
57.13'

N70°54'39"W
274.84'

R=1460.00'
Δ=17°24'33"
L=443.62'

N88°21'18"W 1758.02'

NORTH LINE OF
117TH COURT NORTH
(ORB 6496, PG 325 PBCR)

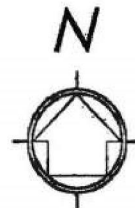
PLAT OF BENT TREE
P.U.D. PHASE 2
(PB 79, PG 109 PBCR)

SCHOOL BOARD OF
PALM BEACH COUNTY
(ORB 6496, PG 325 PBCR)

SCHOOL BOARD OF
PALM BEACH COUNTY
(ORB 6496, PG 325 PBCR)

LEGEND:

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SCALE: 1" = 300'
(Intended Display Scale)

FOR CONTINUATION SEE SHEET 2

DATE: REVISION: BY:

(NOT A SURVEY-DESCRIPTION AND SKETCH ONLY)

OFFICE	MGR	DATE	12/05/17	JOB
CHECKED	ERM	SHEET	3 OF 3	DWG 197602_Phase 2

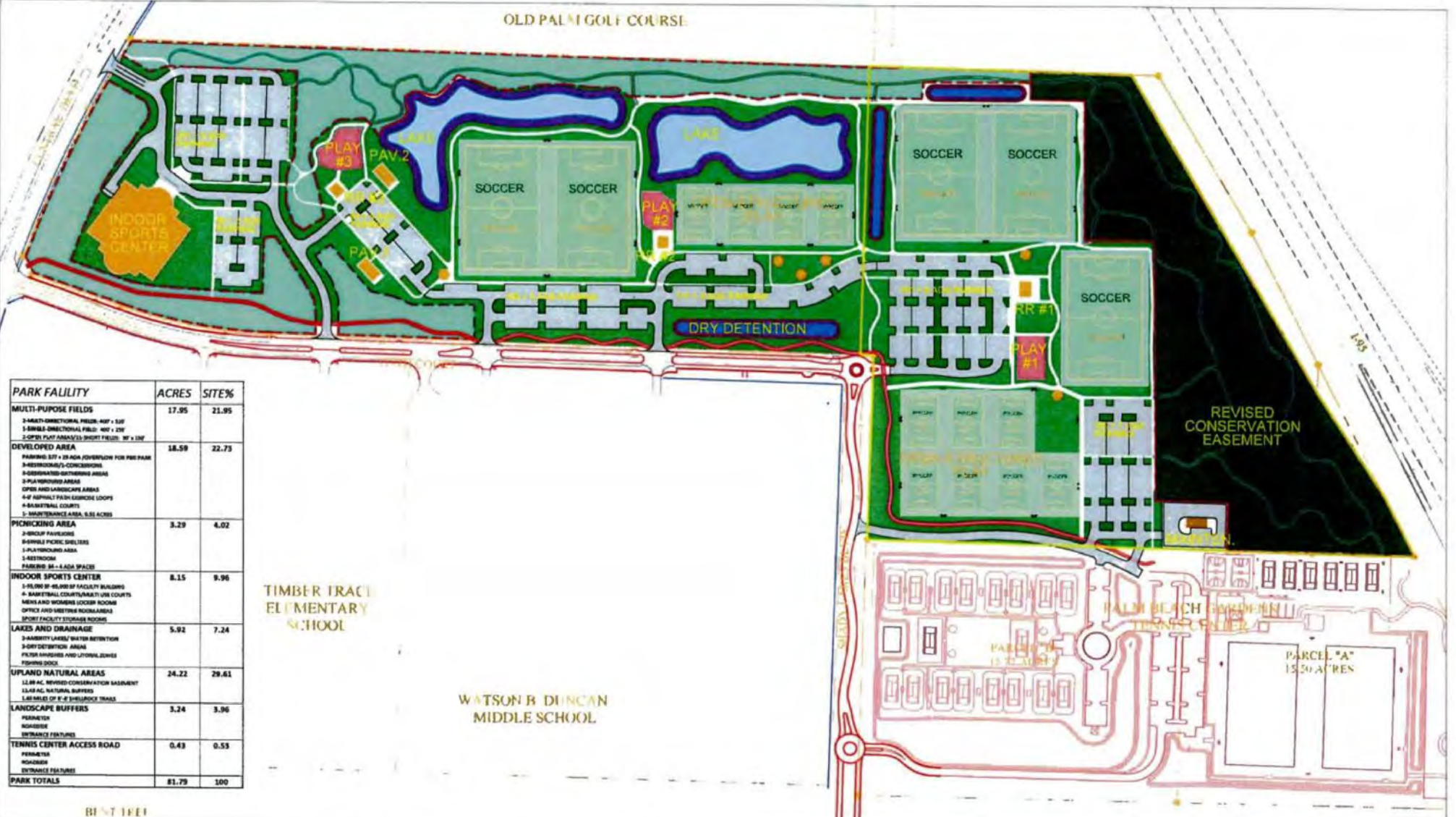
EXHIBIT "B"



PHASE I CONCEPTUAL MASTER PLAN



OLD PALM GOLF COURSE



PARK FACILITY	ACRES	SITE%
MULTI-PUPOSE FIELDS	17.95	21.95
2-MULTI-DIRECTIONAL FIELD: 400' x 100'		
1-SINGLE-DIRECTIONAL FIELD: 400' x 100'		
2-OPEN FUTURE/SHORT FIELD: 80' x 100'		
DEVELOPED AREA	18.59	22.73
PARKING: 1572 SPACES (CONVERSION FOR PRE PLAN)		
3-RESTROOMS/ CONCESSIONS		
2-RESTROOMS/ BATHING AREAS		
2-PLAYGROUND AREAS		
OPEN AND LANDSCAPE AREAS		
4-4' ASPHALT PATH EXERCISE LOOPS		
4-BASKETBALL COURTS		
1-MAINTENANCE AREA, 6.85 ACRES		
PICNIC AREA	3.29	4.02
2-BENCH PARKINGS		
8-BENCH PICNIC TABLES		
1-PLAYGROUND AREA		
1-RESTROOM		
PARKING: 36 - ADA SPACES		
INDOOR SPORTS CENTER	8.15	9.96
1-BUILDING: 40,000 SF FACILITY BUILDING		
4-BASKETBALL COURT/AMATEUR COURTS		
MEAS AND WOMENS LOCKER ROOMS		
OFFICE AND MEETING ROOMS/AMENITIES		
SPORT FACILITY STORAGE ROOMS		
LAKES AND DRAINAGE	5.92	7.24
2-HABITAT LAKES/ WATER RETENTION		
2-DRY DETENTION AREAS		
FILTER SANDBEDS AND UPGRADE EXISTING		
FISHING DOCK		
UPLAND NATURAL AREAS	24.22	29.61
12.88 AC. REVISED CONSERVATION EASEMENT		
1.6 AC. NATURAL BUFFERS		
1.6 MILES OF 8'-6" SHOULDER TRAILS		
LANDSCAPE BUFFERS	3.24	3.96
PERIMETER		
ROADSIDE		
ENTRANCE FEATURES		
TENNIS CENTER ACCESS ROAD	0.43	0.53
PERIMETER		
ROADSIDE		
ENTRANCE FEATURES		
PARK TOTALS	81.79	100

TIMBER TRACE
ELEMENTARY
SCHOOL

WATSON B. DUNCAN
MIDDLE SCHOOL

REVISED
CONSERVATION
EASEMENT

PALM BEACH GARDEN CITY
TRANSFER CENTER

PARCEL "A"
15,500 ACRES

BENT 11E1



PALM BEACH COUNTY
PARKS & RECREATION DEPARTMENT
PLANNING & DESIGN DIVISION

NORTH COUNTY DISTRICT PARK
CONCEPTUAL MASTER PLAN 2017
OPTION 3a: 3/17/2017

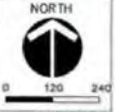




EXHIBIT "B"



PALM BEACH COUNTY
 PARKS & RECREATION DEPARTMENT
 PLANNING & DESIGN DIVISION

NORTH COUNTY DISTRICT PARK
 CONCEPTUAL MASTER PLAN 2017
 EXHIBIT "B"



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Number

8055 5135 1420

1 From 
Date _____

Sender's Name Patricia Sander Phone 799 4122

Company PARKS & RECREATION

Address 2700 6TH AVE S
Dept./Floor/Suite/Room _____

City LAKE WORTH State FL ZIP 33461-4727

2 Your Internal Billing Reference

3 To Recipient's Name Patricia Sander Phone 799 4122

Company Parks & Recreation

Address 2700 6th Ave S
We cannot deliver to P.O. boxes or P.D. ZIP codes. Dept./Floor/Suite/Room _____

Address _____
Use this line for the HOLD location address or for continuation of your shipping address.

City LAKE WORTH State FL ZIP 33461

HOLD Weekday
FedEx location address
REQUIRED. **NOT** available for
FedEx First Overnight.

HOLD Saturday
FedEx location address
REQUIRED. **Available ONLY** for
FedEx Priority Overnight and
FedEx 2Day to select locations.

0114386209



8055 5135 1420

4 Express Package Service * To most locations.
NOTE: Service order has changed. Please select carefully.

Packages up to 150 lbs.
For packages over 150 lbs., use the
FedEx Express Freight US Airbill.

Next Business Day

- FedEx First Overnight**
Earliest next business morning delivery to select locations. Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
- FedEx Priority Overnight**
Next business morning. * Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
- FedEx Standard Overnight**
Next business afternoon. * Saturday Delivery NOT available.

2 or 3 Business Days

- FedEx 2Day A.M.**
Second business morning. * Saturday Delivery NOT available.
- FedEx 2Day**
Second business afternoon. * Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
- FedEx Express Saver**
Third business day. * Saturday Delivery NOT available.

5 Packaging * Declared value limit 2000.

- FedEx Envelope*** **FedEx Pak*** **FedEx Box** **FedEx Tube** **Other**

6 Special Handling and Delivery Signature Options

- SATURDAY Delivery**
NOT available for FedEx Standard Overnight, FedEx 2Day A.M., or FedEx Express Saver.

No Signature Required
Package may be left without
obtaining a signature for delivery.

Direct Signature
Someone at recipient's address
may sign for delivery. **Fee applies.**

Indirect Signature
If no one is available at recipient's
address, someone at a neighboring
address may sign for delivery. For
residential deliveries only. **Fee applies.**

Does this shipment contain dangerous goods?

One box must be checked.

- No Yes As per attached Shipper's Declaration Yes Shipper's Declaration not required Dry Ice Dry Ice, 8 L/IN 1845 _____ x _____ kg
- Dangerous goods (including dry ice) cannot be shipped in FedEx packaging or placed in a FedEx Express Drop Box. **Cargo Aircraft Only**

7 Payment Bill to:

Enter FedEx Acct. No. or Credit Card No. below.

Obtain recip Acct No.

Sender Recipient Third Party Credit Card Cash/Check

Total Packages Total Weight lbs. Credit Card Auth.

Your liability is limited to US\$100 unless you declare a higher value. See the current FedEx Service Guide for details.



Agenda Item #

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

SC-1
SAHV 7-0
R-2018-0121
and

R-2018-0122

Meeting Date: January 23, 2018

[] Consent [X] Regular
[] Ordinance [] Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to: **A) adopt** Resolution authorizing the lease of certain real property to the City of Palm Beach Gardens, pursuant to Florida Statute Section 125.38; and **B) approve** a Lease Agreement with the City of Palm Beach Gardens (City) for the funding, construction, operation and maintenance of an active park on approximately 82 acres identified on the conceptual master plan.

Summary: On June 20, 2017, the Board approved the conceptual master plan for the North County District Park Property (5D-1), and authorized staff to negotiate a long-term lease agreement with the City. The City desires to lease 81.7 acres of County owned property for the development of a district park with active recreational facilities to serve residents and visitors in northern Palm Beach County. The City will develop the Park in two phases and is required to commence construction of the improvements associated with the 36.5 acre Phase I within two years of execution of the Lease Agreement. The City must also remove exotic vegetation, develop trails and open space, construct a retention lake, and provide stabilized grass parking with road access on the 45.4 acre Phase II property within 24 months of execution of this Lease Agreement. The City must complete Phase II facilities as depicted on the Conceptual Master Plan, including vertical construction, within 10 years of execution of this Lease Agreement or the 45.4 acre property will be automatically redacted from the lease and return to County control. The initial lease term is for 50 years with one 50 year renewal option. The Parks and Recreation Department will be responsible for administration this Lease Agreement. District 1 (AH)

Background and Policy Issues: The City will utilize up to \$11.2 million in sales tax funding for this project. In February, 2017, the City Council passed a \$30 million bond which will be repaid over the next ten years using proceeds from the Local Government One-Cent Infrastructure Surtax Capital Improvement Fund. The City will be responsible to fund, construct, maintain and program the new park. The Parks and Recreation Department is supportive of this Lease Agreement.

Attachments:


1. Resolution
2. Lease Agreement
3. Summary of Key Terms

Recommended by: _____


Department Director

12/22/17
Date

Approved by: _____


Deputy County Administrator

12/18
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>(10.00)</u>	<u>(10.00)</u>	<u>(10.00)</u>	<u>(10.00)</u>	<u>(10.00)</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>(10.00)</u>	<u>(10.00)</u>	<u>(10.00)</u>	<u>(10.00)</u>	<u>(10.00)</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

Is Item Included in Current Budget? Yes No **X**
 Does this item include the use of federal funds? Yes No **X**


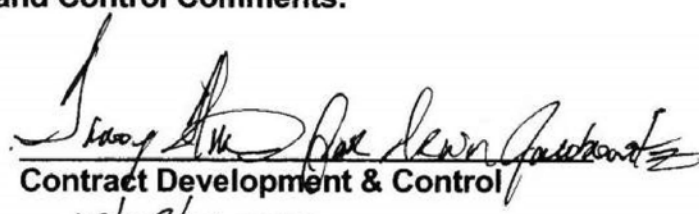
Budget Account No.: Fund 0001 Department 580 Unit 5110
 Object /Revenue Source 4902 Program

B. Recommended Sources of Funds/Summary of Fiscal Impact:

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

 12/22/17
 OFMB SP 12/22 JAN 15/17
 12/28/17
 Contract Development & Control

B. Legal Sufficiency:

Anne Helgert 12-29-17
 Assistant County Attorney

C. Other Departmental Review:


 Department Director

This summary is not to be used as a basis for payment

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE LEASE OF CERTAIN REAL PROPERTY TO THE CITY OF PALM BEACH GARDENS, FLORIDA, PURSUANT TO FLORIDA STATUTE SECTION 125.38; PROVIDING FOR CONFLICT WITH FEDERAL, STATE OR LOCAL LAW; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, THE CITY OF PALM BEACH GARDENS, a municipal corporation organized and existing under the laws of the State of Florida, ("City") has made application to the Board of County Commissioners of Palm Beach County requesting that Palm Beach County lease certain real property owned by Palm Beach County to the City for use by the City as a district park; and

WHEREAS, the County is the owner in fee simple of an 82 acre parcel of land located at 5101 117th Court North, Palm Beach Gardens, Florida 33418 ("District Park Property"); and

WHEREAS, the County and City desire to enter into a Lease Agreement to facilitate the development of the District Park Property for park purposes for the use and benefit of all residents of Palm Beach County; and

WHEREAS, the City has requested use of the District Park Property to design, construct, operate, and maintain a park with active recreational facilities; and

WHEREAS, the District Park Property shall be open to and benefit all residents of Palm Beach County regardless of residency; and

WHEREAS, Section 163.01, Florida Statutes, permits public agencies to enter into Lease Agreements with each other to jointly exercise any power, privilege, or authority that such agencies share in common and that each might exercise separately; and

WHEREAS, both parties desire to increase the recreational and cultural opportunities for residents of Palm Beach County and to enter into this Lease Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:

Section 1. Recitals

The foregoing recitals are true and correct and incorporated herein by reference.

Section 2. Authorization to Extend Funding Benchmark

The Board of County Commissioners of Palm Beach County shall lease to the City, pursuant to the Lease Agreement attached hereto and incorporated herein by reference, for a term of fifty (50) years with an option to renew for one (1) additional fifty (50) year term, at an annual rent of ten (\$10) , the real property identified in the Lease Agreement for the use as a park with active recreational facilities.

Section 3. Conflict with Federal, State or Local Law

Any Federal, State or Local Law in conflict with this Resolution shall prevail.

Section 4. Effective Date

The provisions of this Resolution shall be effective immediately upon adoption hereof.

The foregoing resolution was offered by Commissioner Abrams who moved its adoption. The Motion was seconded by Commissioner Valeche, and upon being put to a vote, the vote was as follows:

Commissioner Melissa McKinlay, Mayor	Aye
Commissioner Mack Bernard, Vice Mayor	Aye
Commissioner Hal R. Valeche	Aye
Commissioner Paulette Burdick	Aye
Commissioner Dave Kerner	Aye
Commissioner Steven L. Abrams	Aye
Commissioner Mary Lou Berger	Aye

The Mayor thereupon declared this resolution duly passed and adopted this 23rd day of January, 2018.

PALM BEACH COUNTY, a political subdivision
of the State of Florida
BOARD OF COUNTY COMMISSIONERS

Sharon R. Bock, Clerk & Comptroller
Palm Beach County

By: Nancy Powell
Deputy Clerk



Approved as to Form and Legal
Sufficiency

By: Anne Helgert
Assistant County Attorney

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Commissioner Steven L. Abrams	Aye
Commissioner Mary Lou Berger	Aye

The Mayor thereupon declared this resolution duly passed and adopted this 23rd day of January, 2018.

PALM BEACH COUNTY, a political subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

Sharon R. Bock, Clerk & Comptroller
Palm Beach County

By: [Signature]
Deputy Clerk



Approved as to Form and Legal Sufficiency

By: Anne Helgant
Assistant County Attorney

STATE OF FLORIDA, COUNTY OF PALM BEACH
I, SHARON R. BOCK, Clerk and Comptroller
certify this to be a true and correct copy of the original
filed in my office on JAN 23 2018

dated at West Palm Beach, Fla. on 5-25-18
By: [Signature]
Deputy Clerk

PALM BEACH COUNTY

LEASE AGREEMENT

R2018 0122

between

JAN 23 2018

PALM BEACH COUNTY

A POLITICAL SUBDIVISION OF THE

STATE OF FLORIDA

(County)

and

THE CITY OF PALM BEACH GARDENS

A MUNICIPAL CORPORATION ORGANIZED AND EXISTING

UNDER THE LAWS OF THE STATE OF FLORIDA

(City)

LEASE AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF PALM BEACH GARDENS FOR THE CONSTRUCTION AND FUNDING OF NORTH COUNTY DISTRICT PARK

THIS LEASE AGREEMENT is made and entered into JAN 23 2018 by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County," and THE CITY OF PALM BEACH GARDENS, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the "City."

WHEREAS, the County is the owner in fee simple of an 82-acre parcel of land located at 5101 117th Court North, Palm Beach Gardens, Florida 33418, as more specifically described in Exhibit "A" (District Park Property), attached hereto; and

WHEREAS, the County and City desire to enter into a Lease Agreement to facilitate the development of the District Park Property for park purposes for the use and benefit of all residents of Palm Beach County; and

WHEREAS, the City has requested use of the District Park Property to design, construct, operate, and maintain a park with active recreational facilities, which park project, as more specifically described hereinafter, shall be referred to herein as the "Project"; and

WHEREAS, the Project shall be open to and benefit all residents of Palm Beach County regardless of residency; and

WHEREAS, Section 163.01, Florida Statutes, permits public agencies to enter into Lease Agreements with each other to jointly exercise any power, privilege, or authority that such agencies share in common and that each might exercise separately; and

WHEREAS, both parties desire to increase the recreational and cultural opportunities for residents of Palm Beach County and to enter into this Lease Agreement.

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

**ARTICLE I
BASIC LEASE PROVISIONS**

Section 1.01 District Park Property.

In consideration of the rents, covenants, and agreements hereafter reserved and contained on the part of the City to be observed and performed, the County demises and leases to the City, and the City rents from the County approximately 82 acres of real property described in Exhibit "A", attached hereto and made a part hereof (the "District Park Property").

Section 1.02 District Park Property Phasing Plan.

The County and City agree that the City shall complete the recreational amenities located on the 36.5 acre Phase I property. The City shall also remove exotic vegetation, develop trails and open space, construct the retention lake, stabilized grass parking, and the road accessway immediately south of the retention lake and open space to be located on the remaining forty-five

(45.4) acre Phase II property within 24 months of the effective date of this Lease. The City must complete all recreational amenities, including vertical construction for the 45.4 acre Phase II property within ten (10) years of the effective date of this Lease as depicted on the Conceptual Master Plan. Should the City fail to meet the timelines set forth, the County, at its sole discretion, may unilaterally redact the 45.4 acre Phase II property, as depicted on the Conceptual Master Plan, from this Lease, which shall terminate the City's leasehold thereon. However, any such redaction shall have no effect on the City's tenancy and leasehold of the 36.5 acre Phase I property, unless the City fails to complete construction of Phase I within the required time periods set forth in this Lease, then this Lease shall terminate.

Section 1.03 Term.

This Lease shall be effective upon the Effective Date, as defined hereinafter. The Lease shall extend for a period of fifty (50) years ("Initial Term") thereafter, unless sooner terminated pursuant to the provisions of this Lease. The term of this Lease may be modified or extended with the mutual consent of the parties.

Section 1.04 Option to Renew.

Provided the City is not then in default of any term, covenant, condition, or payment of Rent under this Lease, the City may extend this Lease, for one additional fifty (50) year term under the same terms and conditions as this Lease and commencing upon the expiration of the initial Term of this Lease. The City shall exercise such option to renew if at all, by written notice to the County received by the County no later than one hundred eighty (180) days prior to the expiration of the Initial Term of this Lease. Failure of the City to duly and timely exercise its option to renew the Term of this Lease shall be deemed a waiver of the City's right to such option.

**ARTICLE II
RENT**

Section 2.01 Annual Rent.

The City shall pay the County an annual net rent of Ten Dollars and no/100 (\$10.00) (the "Annual Rent"), payable without notice on the Commencement Date and each subsequent anniversary thereof. Annual Rent shall be made payable to the Palm Beach County Board of County Commissioners and shall be delivered to the Palm Beach County Finance Department, Revenue Section, P.O. Box 4036, West Palm Beach, Florida 33402. This Lease shall be what is commonly referred to as "triple net" to the County, it being understood by the parties that the County shall receive the rent payable hereunder free and clear of any and all impositions, taxes, liens, charges, and expense of any nature whatsoever relating to ownership or operation of the, including, without limitation, those relating to taxes, if any, insurance, repair, maintenance, use, care, or operation.

Section 2.02 Assessments and Personal Property Taxes.

The City shall pay all sales, use or rent taxes assessed by any governmental authority against the Annual Rent and/or Additional Rent, if any, even if such tax is intended to be imposed against the County. The City shall pay before delinquency all ad valorem and non-ad valorem taxes and assessments, whether general or special, and all tangible or intangible personal property taxes and assessments of any kind or nature that may be levied by any governmental authority against the District Park Property, the City's leasehold interest in the District Park Property, the City's Alterations or personal property located on the District Park Property.

Section 2.03 Additional Rent.

Any and all sums of money or charges required to be paid by the City under this Lease other than Annual Rent shall be considered "Additional Rent", whether or not the same is specifically so designated, and the County shall have the same rights to enforce due and timely payment by the City of all Additional Rent as are available to the County with regards to Annual Rent.

Section 2.04 Unpaid Fees, Holdover.

In the event the City fails to make timely payment of any rentals, fees, charges, and payments due and payable in accordance with the terms of this Lease within ten (10) days after same shall become due and payable, interest at the rate of one and one-half percent (1½ percent per month (or the highest rated permitted by law if lower) shall accrue against the delinquent payment(s) from the date due until the date payment is received by the County. Such interest shall constitute Additional Rent. Notwithstanding the foregoing, the County shall not be prevented from terminating this Lease for default in the payment of rentals, fees, charges, and payments due to the County pursuant to this Lease or from enforcing any other provisions contained herein or implied by law. In the event the City shall holdover, refuse, or fail to relinquish possession of the District Park Property at the expiration or termination of this Lease, the City shall be liable to the County for any and all damages, and in addition thereto, the City shall also be strictly liable to pay to the County during the entire period of such holdover, double the actual fair market rental value of the District Park Property.

Section 2.05 Accord and Satisfaction.

In the event the City pays any amount that is less than the amount stipulated to be paid under this Lease, such payment shall be considered to be made only on account of the stipulated amount. No endorsement or statement on any check or letter shall be deemed an accord and satisfaction. The County may accept any check or payment without prejudice to the County's right to recover the balance due or to pursue any other remedy available to the County pursuant to this Lease or under the law.

ARTICLE III

CONDITION OF LEASED DISTRICT PARK PROPERTY, DESIGN, AND CONSTRUCTION

Section 3.01 Acceptance of the District Park Property by the City.

The City certifies that the City has inspected the District Park Property and accepts same "As Is," in its existing condition together with any defects, latent or patent, if any, and subject to all easements, encumbrances, restrictions, and matters of record. The City further acknowledges that the County has made no representations or warranties of any nature whatsoever regarding the District Park Property, including, without limitation, the physical condition of the District Park Property, any improvements or equipment located thereon, if any, or the suitability thereof for the City's intended use thereof. No repair work, alterations, or remodeling of the District Park Property is required to be done by the County as a condition of this Lease. The City agrees to perform any and all work at its own cost and expense that is necessary to fully equip and maintain the District Park Property for the lawful use of the District Park Property by the City as specified in Section 4.01 of this Lease.

Section 3.02 Approved Master Plan.

A conceptual design of the Project and Phase I and II thereof are reflected in the Conceptual Master Plan. The City shall be responsible for the design, construction, and improvements necessary for both Phase I and Phase II Improvements. The City shall prepare and deliver to the County for review and written approval, which approval shall not be unreasonably withheld, a final master plan for Phase I and Phase II of the Project. The County hereby designates its Parks and Recreation Director as the approving authority for the County. Upon the City's submittal of the Phase I and Phase II Master Plan to the Parks and Recreation Director, the Director, or designee, shall respond to the City within 90 days or the Master Plan shall be deemed automatically approved. The final Master Plan, approved by the County, shall be referred to herein as the Approved Master Plan (the "AMP"). The City shall design and construct the Project at the City's sole cost and expense, in accordance with the requirements of this Lease and the AMP. The City shall utilize its procurement process for all services required for the Project. Said procurement process shall be consistent with all federal, state, and local laws, rules, and regulations. The County shall have no contractual obligation to any person retained by the City with regards to the Project. Any dispute, claim, or liability that may arise as a result of the City's procurement shall be the sole responsibility of the City and the City hereby holds the County harmless for same. Nothing contained herein shall be construed as a waiver of sovereign immunity or an agreement by the City to indemnify the County beyond the statutory limits of liability set forth in Section 768.28, Florida Statutes.

Section 3.03 Construction of Project.

The City shall design, construct, fund, operate, and maintain the Project at the City's sole expense, in accordance with the requirements of this Lease and the Conceptual Master Plan, attached hereto as Exhibit "B". All construction and improvements shall be made and performed in a good and workmanlike manner and in full compliance with applicable building codes, zoning regulations, and the provisions of this Lease. The County hereby delegates to the City all authority necessary and proper for the City to obtain any and all permits, necessary to design, construct, maintain, and operate the District Park Property. The City's subcontractors shall obtain, prior to commencing any work upon District Park Property, a public construction payment and performance bond in accordance with the provisions of Florida Statute 255.05 in an amount equal to the total cost of construction of such work. Notwithstanding the foregoing, the parties recognize that existing field conditions may necessitate minor deviations in the location of park amenities; however, any deviation from the AMP that would reduce the quality, quantity, or functionality of the park amenities shall not be considered a minor deviation and shall require review and approval by the County. Requests to make minor deviations shall be submitted to the Parks Director, or designee, who shall respond to the City within 14 days or the subject submittal shall be deemed to be automatically approved.

Section 3.04 Expenses and "As Builts."

The City shall be responsible for all expenses associated with the Project including, without limitation those relating to architecture and engineering, site work, utilities, drainage, securing requisite permits and approvals, and physical construction of the Project. The City shall provide the County with complete "As Built" plans for all infrastructure, building, stormwater management systems, and lighting systems for the Project and any alterations upon completion of the Project.

Section 3.05 Project Elements.

The City shall be responsible to complete Phase I as depicted on the AMP within four (4) years of the effective date of this Lease and in accordance Section 3.06 hereinbelow.

The Project shall contain the following minimum improvements as depicted in the Conceptual Master Plan:

1. Program Elements including three (3) lighted regulation multipurpose fields, two (2) lighted flexible use playing fields, one (1) playground large enough to serve a minimum of 30 children, picnic facilities, restroom/concession/meeting room building, maintenance compound and upland preserve.
2. Site improvements including bleachers, shade structures, nature trails, and interpretive signs.
3. Civil work including paving, grading, drainage, water retention lake, parking, lighting and related infrastructure.
4. Fencing, gates and/or other approved means of securing the and controlling access to the Project.

The parties acknowledge the AMP may differ from the Conceptual Master Plan and the minimum improvements set forth above. In the event of such a conflict, the AMP shall control and this Lease shall be deemed amended to require construction of the minimum Phase I improvements in accordance with the AMP.

Section 3.06 Project Timeline

A. The City shall construct the Project in accordance with the following schedule:

1. Commencement of construction of Phase I of the Project within two (2) years of the effective date of the Lease Agreement.
2. Completion of construction of Phase I within four (4) years of the effective date of the Lease Agreement.

For purposes hereof, commencement of construction shall be defined as issuance of all requisite permits for Phase I, execution of a construction contract and commencement of site work. For purposes hereof, completion of construction shall mean completion of construction of the improvements in accordance with the approved plans and specifications, issuance to the County by the City's engineer of record of a substantial completion, issuance of a certificate of completion, if applicable, and opening the facility to the general public for its intended use as a public park. In the event the City fails to construct the Project in accordance with the above schedule, the County shall be entitled to terminate this Lease, and all improvements located on the District Park Property shall become the property of the County.

Section 3.07 Alterations.

After completion of the Project and issuance of a certificate of completion therefore, the City shall not make any improvements, additions, modifications or alterations costing in excess of \$75,000 (hereinafter collectively referred to as "Alterations") without the prior written consent from the County, which consent will not be unreasonably withheld. The City shall submit detailed plans and specifications for all such Alterations to the County for the County's written approval prior to commencing work on same. The City agrees and acknowledges that all work performed to the

District Park Property, whether pursuant to this Section or otherwise, shall be performed and accomplished solely for the benefit of the City, and not for the benefit of the County, such work being nevertheless subject to each and every provision of this Lease. All work done by the City shall be done in a good and workmanlike manner and shall be diligently pursued to completion in accordance with the approved plans and specifications therefor.

Section 3.08 Construction Payments.

The City shall ensure that all improvements are constructed to completion in accordance with the approved plans therefor and that all persons or entities performing work or providing materials relating to such improvements including, without limitation, all contractors, subcontractors, sub-subcontractors, laborers, materialmen, suppliers and professionals, are paid in full for such services and materials.

Section 3.09 Contractor Bond Requirements.

For Alterations costing in excess of \$75,000, the City shall require contractors to furnish for the benefit of the City a payment and performance bond to the City equal to the cost of the improvements and in the form required under Section 255.05, Florida Statutes. The City shall also require contractors to furnish satisfactory evidence of statutory Worker's Compensation insurance, comprehensive general liability insurance, comprehensive automobile insurance, and physical damage insurance on a Builder's Risk form, in such amounts and in such manner as the City may reasonably require.

Section 3.10 No Liens.

The City covenants and agrees that nothing contained in this Lease shall be construed as consent by the County to subject the estate of the County to liability under the Construction Lien Law of the State of Florida, it being expressly understood that the County's estate shall not be subject to such liability. The City shall notify any and all parties or entities performing work or providing materials relating to any improvements made by the City of this provision of this Lease. If so requested by the County, the City shall file a notice satisfactory to the County in the Public Records of Palm Beach County, Florida stating that the County's interest shall not be subject to liens for improvements made by the City. In the event that a construction lien is filed against the District Park Property or other County property in connection with any work performed by or on behalf of the City, the City shall satisfy such claim, or transfer same to security, within 10 days from the date of filing. In the event that the City fails to satisfy or transfer such claim within said 10-day period, the County may do so and thereafter charge the City, and the City shall promptly pay to the County upon demand, as Additional Rent, all costs incurred by County in connection with the satisfaction or transfer of such claim, including attorney's fees. Further, the City agrees to indemnify, defend, and save the County harmless from and against any damage or loss incurred by the County as a result of any such construction lien.

ARTICLE IV
CONDUCT OF BUSINESS AND USE OF DISTRICT PARK PROPERTY BY CITY

Section 4.01 Use of the District Park Property.

The City shall use and occupy the District Park Property solely and exclusively as a public park as specified in this Lease and Conceptual Master Plan. The City shall not use, permit, or suffer the use of the District Park Property for any other purpose whatsoever without the prior written consent of the County, which consent may be granted or withheld in the County's sole discretion.

The City shall provide supervision and strictly enforce all rules, regulations, and safety procedures established by the City, the requirements of this Lease, and in general, good standards and practices for the safe and orderly use of the District Park Property. At all times the District Park Property is in use by the City or its invitees, such use shall be under the control and supervision of the City and such supervision shall be conducted by a supervisor authorized by the City. The City shall not use the District Park Property or allow the District Park Property to be used for any commercial or unauthorized purpose, or by any other groups, foundations, or persons not authorized by the City. The City shall not commit or permit any reckless or dangerous conduct on the District Park Property at any time.

The City shall be in full control of the operation of the District Park Property, and shall set and establish the times of operation and the rules and regulations for use by the public. The City shall ensure that all access areas to the District Park Property are locked and secured outside of normal operating hours. The County shall have no control or responsibility with regard to the use of the District Park Property, except as is otherwise set out in this Lease.

The City agrees that the District Park Property shall be used only and exclusively for lawful purposes, and the City will not use, or suffer anyone to use, the District Park Property, for any purpose in violation of the laws of the United States, the State of Florida, or the ordinances and regulations of Palm Beach County or any governmental entity having jurisdiction over the District Park Property.

Section 4.02 Program and User Fees.

The City shall provide programs and facility access to all residents of Palm Beach County on a first come first serve basis regardless of residency, with no preference given to Palm Beach Gardens residents. The City may assess and collect a program fee of up to 20% higher to non-City residents to help offset the City's cost to maintain, program, operate, and staff the District Park Property.

Section 4.03 Sports Commission Accommodations.

The Palm Beach County Sports Commission shall have use privileges of the District Park Property facilities to host regional, state, national, and international events on a "not-to-conflict" basis with City programs. Fees for such events shall be reasonable and shall not exceed the City's cost of providing maintenance and staffing for said events.

Section 4.04 North County District Park Advisory Committee

The City shall establish a North County District Park Advisory Committee comprised of representatives from the County, municipalities, sports providers and other appropriate representatives located within northern Palm Beach County. Municipal representation shall include but not be limited to: City of Palm Beach Gardens, Town of Jupiter, Village of North Palm Beach, Town of Lake Park, City of Riviera Beach, Village of Tequesta, Town of Juno Beach, Town of Palm Beach Shores, and Town of Jupiter Inlet Colony. The committee shall provide input and recommendations to the City regarding the development and programming of the District Park Property. Committee membership is voluntary and no compensation shall be provided. The Advisory Committee shall continue to exist for the duration of this Lease.

Section 4.05 Waste or Nuisance.

The City shall not commit or suffer to be committed any waste upon the District Park Property, commit or permit the maintenance or commission of any nuisance or other act or thing that may result in damage or depreciation of value of the District Park Property, or that may affect the County's fee interest in the District Park Property, or that results in an unsightly condition. All refuse is to be removed from the District Park Property at the City's sole cost and expense, and the City will keep such refuse in proper containers on the interior of the District Park Property until removed. The City will keep the access to the District Park Property, the parking areas, and other contiguous areas to the District Park Property free and clear of obstruction. The City, at its sole cost and expense, will keep the District Park Property free of rodents, vermin, and other pests.

Section 4.06 Governmental Regulations.

The City shall, at the City's sole cost and expense, comply with all ordinances, laws, statutes, and regulations promulgated thereunder of all county, municipal, state, federal, and other applicable governmental authorities, now in force or that may hereafter be in force, pertaining to the City or its use of the District Park Property or the District Park Property generally.

The parties acknowledge and agree that the County is entering into this Lease in its proprietary capacity as the owners of the District Park Property and that nothing contained herein shall be construed to constitute any form of approval by the County in its governmental capacity or limit or alter the City's obligation to comply with all applicable governmental regulations.

The City shall not use the District Park Property in a manner, which causes the County to be in violation of any current or future local, state, or Federal permits, rules, regulations, deed restrictions or covenants applicable to the District Park Property. The County shall have the right to require any modifications to the City's use of the District Park Property if the County in its reasonable discretion determines such use violates any current or future local, state or Federal permits, rules, regulations, deed restrictions or covenants applicable to the District Park Property. In the event the required modification is determined by the City to be not financially feasible in the City's sole discretion, the City shall have the right to terminate this Lease upon the City's 45-day written notification to the County. In the event that the City has not terminated this Lease and fails to timely make such modifications or changes, the County shall have the right to enter upon the District Park Property and make such modifications or changes at the City's expense as the County in its sole discretion determines are necessary to meet such compliance. The City shall promptly pay to the County upon demand, as Additional Rent, all costs incurred by the County in connection with such modifications.

Section 4.07 Non-Discrimination.

The City shall assure and certify that it will comply with the Title VI of the Civil Rights Act of 1964, as amended, and Palm Beach County Resolution No. R92-13, and shall not discriminate against any individual on the basis of their race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information, with respect to any activity occurring on the District Park Property or conducted pursuant to this Lease.

The City warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression or genetic information. The City shall conform to the County's non-discrimination policy as provided in R-2014-1421, as may be amended. The City has submitted to the County a copy of its non-discrimination policy that is consistent with the above paragraph, as set forth in the City's Recreational Facilities Use Policies and Procedures Manual. In the event the City's Recreational Facilities Use Policies and Procedures Manual changes in regards to its non-discrimination policy, the City shall provide the County with a copy of its new policy to ensure the City is in compliance with the County's non-discrimination policy as provided in R-2014-1421, as may be amended.

Section 4.08 Surrender of the District Park Property.

Upon termination or expiration of this Lease, the City, at its sole cost and expense, shall remove the City's non-real property or chattel, if so directed by the County and shall surrender the District Park Property to the County. Upon surrender of the District Park Property, title to any and all remaining improvements, alterations, and structures within the District Park Property shall vest in the County.

Section 4.09 Hazardous Substance.

The City shall not use, maintain, store, or dispose of any contaminants, including, but not limited to, Hazardous Materials or toxic substances, chemicals, or other agents on the District Park Property, or any adjacent land, in any manner not permitted by Environmental Laws. Furthermore, the City shall not cause or permit the Disposal of Hazardous Materials upon the District Park Property or upon adjacent lands and shall operate and occupy the District Park Property in compliance with all Environmental Laws. For purposes hereof, Hazardous Materials shall mean any hazardous or toxic substance, material, waste of any kind, petroleum product or by-product, and contaminant or pollutant as defined or regulated by Environmental Laws. Disposal shall mean the release, storage, use, handling, discharge, or disposal of such Hazardous Materials. Environmental Laws shall mean any applicable federal, state, or local laws, statutes, ordinances, rules, regulations, or other governmental restrictions.

Any discharge, release, spill, or disposal of a Hazardous Material, whether by the City or any third party, shall be reported to the County immediately upon the knowledge thereof by the City. The City shall be solely responsible for the entire cost of remediation and cleanup of any Hazardous Materials disposed of or discovered upon the District Park Property or emanating from the District Park Property onto adjacent lands that occurs as a result of the use and occupancy of the District Park Property by the City, or the City's agents, licensees, invitees, subcontractors, or employees.

The City hereby agrees to indemnify, defend, and hold harmless the County from and

against any and all claims, suits, judgments, loss, damage, fines, or liability that may be incurred by the County, including reasonable attorney's fees and cost, that may arise from the use or disposal of Hazardous Material upon District Park Property. The City's responsibility hereunder shall continue and apply to any violation hereof, whether the same is discovered during the term hereof or otherwise.

Nothing set forth hereinabove shall constitute a waiver of sovereign immunity or an agreement to indemnify the County beyond the monetary limits set forth at Section 768.28, Florida Statutes. This provision shall survive expiration or termination of this Lease.

Section 4.10 Concessions.

The City may enter into contracts with or issue licenses to vendors for the operation of the concession space(s) on the District Park Property for sale of food and/or merchandise. The City shall be entitled to retain the proceeds generated by such contracts and/or licenses. Such contracts and/or licenses shall not release the City from any obligations under this Lease. Further, the City shall comply with and shall be obligated to ensure that all such contracts and/or licenses comply with the terms of this Lease and all applicable federal, state, and county laws, rules, regulations, and ordinances pertaining to the foregoing, including, without limitation, the sale of retail goods, food, and beverages, and the collection and remittance of sales tax as applicable.

Section 4.11 Park Rules and Special Events.

The City shall be entitled to grant short-term licenses reserving the Park's picnic facilities for user groups. Any such special event license shall incorporate the terms of this Lease by reference. The City shall be entitled to retain the proceeds generated by such licenses. Such licenses shall not release the City from any of its obligations under this Lease. Further, the City shall be obligated to ensure that such licensees comply with the terms of this Lease and all applicable federal, state, and county laws, rules, regulations, and ordinances.

**ARTICLE V
REPAIRS AND MAINTENANCE OF DISTRICT PARK PROPERTY**

Section 5.01 Responsibility of the County and City.

The County shall not be obligated or required to make or conduct any maintenance or repairs whatsoever to the District Park Property. The City shall keep and maintain all portions of the District Park Property, and all alterations or improvements currently existing or constructed hereinafter on or about the District Park Property, in good condition and repair, at the City's sole cost and expense.

Section 5.02 County's Right to Inspect.

The County or County's agents shall have the right, upon reasonable prior notice to the City (except that no notice need be given in case of emergency) to enter the District Park Property for the purpose of inspection of the District Park Property and the improvements located thereon. Any such entrance into the District Park Property shall be conducted by the County in a manner calculated to minimize interference with or disruption of the City's operations within the District Park Property.

ARTICLE VI

UTILITIES

The City shall be solely responsible for and promptly pay all costs and expenses relating to providing utility service to the District Park Property, and shall pay directly to the utility company or the provider of such service all charges and assessments for any utility services provided, including, without limitation, water, sewer, gas, electricity, trash collection and removal, or any other utility used or consumed on the District Park Property. In no event shall the County be liable for an interruption or failure in the supply of any such utility to the District Park Property.

ARTICLE VII INSURANCE

Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, the City acknowledges and represents that the City is self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence, or such monetary waiver limits that may change and be set forth by the legislature.

The City shall at all times during the term hereof and at its sole expense, maintain property insurance in an amount not less than 100 percent of the total replacement cost of any betterments and improvements made by or on behalf of the City, as well as the City's contents located on the District Park Property. This coverage shall include, without limitation, stock, inventory, fixtures, and equipment belonging to the City or any occupant of the District Park Property. Coverage shall be provided on a primary basis, and the settlement clause shall be on a replacement cost basis with coverage written on a Special – Cause of Loss (All-Risk) form. The City shall deliver to the County certificates of such insurance policies that shall contain a clause requiring the insurer to give the County thirty (30) days prior notice of cancellation of such policies.

When requested, the City agrees to provide a statement or Certificate of Insurance evidencing insurance, self-insurance, and/or sovereign immunity status that the County agrees to recognize as acceptable for the above-mentioned coverages, as required herein to Insurance Tracking Services, Inc. (ITS), the County's authorized insurance consultant. The required certificates must be signed by the authorized representative of the Insurance Company shown on the certificate.

Submit certificates of insurance to:

Palm Beach County
c/o Insurance Tracking Services, Inc. (ITS)
P.O. Box 20270
Long Beach, CA 90801
Email: pbcc@instracking.com or Facsimile: (562) 435-2999

Subsequently, the City shall, during the term of the Lease and prior to each renewal thereof, provide such evidence to ITS at pbcc@instracking.com or fax (561) 435-2999, which is Palm Beach County's insurance management system.

Compliance with the foregoing requirements shall not relieve the City of its liability and

obligations under this Lease.

The City agrees its self-insurance, general liability, automobile liability, and property insurance shall be primary as respects to any coverage afforded to or maintained by the County.

The City shall require its contractors to provide insurance with at least the minimum limits as designated in this Article and shall require its contractors include Palm Beach County Board County Commissioners and City of Palm Beach Gardens of as Additional Insureds on contractors' general liability and automobile liability policies.

Commercial General Liability -	\$1,000,000 per occurrence \$2,000,000 per aggregate
Business Automobile Liability -	\$ 500,000 per occurrence
Workers' Compensation -	Statutory
Employer's Liability -	\$ 100,000 each accident

ARTICLE VIII INDEMNIFICATION

It is understood and agreed that the City is merely a City of the County and is an independent contractor and is not an agent, servant, or employee of the County or its Board of County Commissioners. The City shall, to the extent permitted by law, indemnify, defend, and save harmless the County from and against any and all claims, suits, actions, damages, and/or causes of action arising as a result of the City's use and occupancy of the District Park Property, any personal injury, loss of life, environmental contamination, and/or damage to property sustained in or about the District Park Property by reason, during, or as a result of the use and occupancy of the District Park Property by the City, its agents, employees, licensees, invitees, and the general public, and from and against any orders, judgments, and/or decrees that may be entered thereon, and from and against all costs, attorney's fees, expenses, and liabilities incurred in and about the defense of any such claim at trial or on appeal. In the event the County shall be made a party to any litigation commenced against the City or by the City against any third party, then the City shall protect and hold the County harmless and pay all costs and attorney's fees incurred by the County in connection with such litigation and any appeals thereof. Notwithstanding anything herein to the contrary, the City shall not be obligated to indemnify or hold harmless the County for matters that are attributable to the negligent or intentional acts or omissions of the County. The City recognizes the broad nature of this indemnification and hold harmless clause and voluntarily makes this covenant and expressly acknowledges the receipt of good and valuable consideration provided by the County in support hereof in accordance with the laws of the State of Florida. This section shall survive the termination of this Lease. Nothing contained herein shall be construed as a waiver of sovereign immunity or an agreement to indemnify the County beyond the statutory monetary limits of liability set forth in Section 768.28, Florida Statutes.

**ARTICLE IX
DESTRUCTION OF DISTRICT PARK PROPERTY**

Section 9.01 Damage or Destruction by Fire, War, or Act of God.

In the event the District Park Property shall be destroyed or damaged or injured by fire or other casualty during the Term of this Lease, the City shall restore the District Park Property to the same or better condition than that which existed prior to such casualty. The City shall commence such restoration within a reasonable time after such casualty but in no event later than one hundred and eighty (180) days of such casualty, unless it is commercially unreasonable and/or practicably impossible to do so. In which case, the County shall agree to a reasonable extension of time to commence restoration. The City shall thereafter diligently pursue such restoration to completion.

**ARTICLE X
ASSIGNMENT AND SUBLETTING**

Section 10.01 Consent Required.

The City may not assign, mortgage, pledge, or encumber this Lease in whole or in part, nor sublet or rent all or any portion of the District Park Property nor grant any easements affecting the District Park Property without prior written consent of the County, which may be granted or withheld at the County's absolute discretion. Any attempted assignment, mortgage, pledge, encumbrance, or subletting without such consent shall be null and void, without legal effect and shall constitute a breach of this Lease. This provision shall be construed to include a prohibition against any assignment, mortgage, pledge, encumbrance, or sublease by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

**ARTICLE XI
DEFAULT**

Section 11.01 Default by the City.

The occurrence of any one or more of the following shall constitute an Event of Default by the City under this Lease: (i) the City's failure to pay any sum due hereunder within thirty (30) days after the same shall become due; (ii) the City's use of the District Park Property for a purpose other than that allowed under this Lease; (iii) the City's failure to perform or observe any of the agreements, covenants, or conditions contained in this Lease on the City's part to be performed or observed if such failure continues for more than thirty (30) days after notice from the County, unless the same is of such a nature that it cannot reasonably be cured within such a time period, in which event the City shall be entitled to a reasonable period under the circumstances; (iv) the City's vacating or abandoning the District Park Property; or (v) the City's leasehold estate being taken by execution, attachment, or process of law or being subjected to any bankruptcy proceeding; (vi) failure to maintain the District Park Property in accordance with the AMP and acceptable maintenance procedures with normal wear and tear excepted. If any Event of Default occurs, then at any time thereafter while the Event of Default continues, the County shall have the right to give the City notice that the County intends to terminate this Lease upon a specified date not less than thirty (30) days after the date notice is received by the City, and this Lease shall then expire on the date specified as if that date had been originally fixed as the expiration date of the Term of this Lease. If, however, the default is cured within the thirty- (30) day period and the County is so notified, this Lease will continue; provided, however, if the nature of the City's

obligations are such that more than thirty (30) days are required for performance, then the City shall not be in default if the City commences performance within such thirty- (30) day period and thereafter diligently pursues the same to completion. Upon such termination, the County shall be entitled to pursue such damages as are available to the County pursuant to this Lease or the laws of the State of Florida. In the event City fails or refuses to perform any term, covenant, or condition of this Lease for which a specific remedy is not set forth in this Lease, County shall, in addition to any other remedies provided at law or in equity, have the right of specific performance and injunctive relief. Specific performance will only be required pursuant to this section if there is an annual budgetary funding and appropriations by its respective body.

Section 11.02 Default by the County.

The County shall not be in default unless the County fails to perform obligations required of the County within a reasonable time, but in no event later than thirty (30) days after written notice by the City to the County, specifying wherein the County has failed to perform such obligations; provided, however, that if the nature of the County's obligations is such that more than thirty (30) days are required for performance, then the County shall not be in default if the County commences performance within such thirty- (30) day period and thereafter diligently pursues the same to completion.

**ARTICLE XII
ANNUAL BUDGETARY FUNDING**

This Lease and all obligations of the County and City hereunder are subject to and contingent upon annual budgetary funding and appropriations by their respective legislative bodies.

**ARTICLE XIII
QUIET ENJOYMENT**

Upon payment by the City of the Rent, Additional Rent, and other charges herein provided, and upon the observance and performance of all the covenants, terms, and conditions on the City's part to be observed and performed, the City shall peaceably and quietly hold and enjoy the District Park Property for the Term hereby demised without hindrance or interruption by the County or any other person or persons lawfully or equitably claiming by, through, or under the County, subject, nevertheless, to the terms and conditions of this Lease.

**ARTICLE XIV
MISCELLANEOUS**

Section 14.01 Entire Agreement.

This Lease and any Exhibits attached thereto constitute all agreements, conditions, and understandings between the County and City concerning the District Park Property. All representations, either oral or written, shall be deemed to be merged into this Lease. Except as herein otherwise provided, no subsequent alteration, waiver, change, or addition to this Lease shall be binding upon the County or the City, unless reduced to writing and signed by both parties.

Section 14.02 Notices.

Notices: All notices, consents, approvals, and elections (collectively "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service (provided in each case a receipt is obtained). The effective date of any such notice shall be the date of delivery of the notice if by personal delivery, courier service, or national overnight delivery service. The parties designate the following addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

(a) If to the County at:

Property and Real Estate Management Division
Attention: Director
2633 Vista Parkway
West Palm Beach, Florida 33411-5605
Telephone: (561) 233-0217
Fax: (561) 233-0210

with a copy to:

Palm Beach County Attorney's Office
Attention: Parks Attorney
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401
Telephone: (561) 355-2225
Fax: (561) 355-4398

and a copy to:

Palm Beach County Parks and Recreation Department
Attention: Director
2700 6th Avenue South
Lake Worth, Florida 33461
Telephone: (561) 966-6614
Fax: (561) 963-6734

(b) If to the City at:

City of Palm Beach Gardens
Attn: City Manager
10500 North Military Trail
Palm Beach Gardens, Florida 33410
Telephone: (561) 799-4110

With a copy to:

City of Palm Beach Gardens
Attn: Sports Director
10500 North Military Trail
Palm Beach Gardens, Florida 33410
Telephone: (561) 630-1117

With a copy to:

City of Palm Beach Gardens
Attn: City Attorney
10500 North Military Trail
Palm Beach Gardens, Florida 33410
Telephone: (561) 799-4138

Any party may from time to time change the address at which notices under this Lease shall be given such party, upon three (3) days' prior written notice to the other parties.

Section 14.03 Severability.

If any term of this Lease or the application thereof to any person or circumstances shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 14.04 Broker's Commission.

The County and City both represent and warrant that neither has dealt with any real estate salesperson, agent, finder, or broker in connection with this Lease

Section 14.05 Recording.

The City shall not record this Lease or any memorandum or short form thereof without the written consent and joinder of the County, which may be granted or withheld at the County's sole discretion.

Section 14.06 Waiver of Jury Trial.

THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTER CLAIMS BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER IN CONNECTION WITH THIS LEASE.

Section 14.07 Governing Law and Venue.

This Lease shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Lease will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 14.08 Time of Essence.

Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

Section 14.09 Waiver.

The waiver by either Party of any default of any term, condition, or covenant herein contained shall not constitute a waiver of such term, condition, or covenant for any subsequent default of the same or any other term, condition, or covenant herein contained.

Section 14.10 Non-exclusivity of 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 or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 14.11 Construction.

No party shall be considered the author of this Lease since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final agreement. Thus, the terms of this Lease shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Lease, and the same shall remain in full force and effect.

Section 14.12 Incorporation by Reference.

Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Lease by reference.

Section 14.13 Survival.

Notwithstanding any early termination of this Lease, the City shall remain obligated hereunder to perform any duty, covenant, or obligation imposed upon the City hereunder arising prior to the date of such termination or surviving such termination.

Section 14.14 No Third-Party Beneficiary.

No provision of this Lease 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 Lease, including, but not limited to, any citizen or employees of the County and/or City.

Section 14.15 Office of the Inspector General.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General is authorized with the power to review past, present, and proposed County contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 – 2-

440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

Section 14.16 Effective Date of Lease.

This Lease is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners ("Effective Date"). Upon termination or expiration of this Lease, all improvements on the Property shall become County property.

Section 14.17 Public Entity Crimes.

As provided in Section 287.132-133, Florida Statutes, a person or affiliate who has been placed on the State of Florida convicted vendor list following a conviction for a public entity crime may not submit a bid for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. By entering into this Lease or performing any work in furtherance hereof, City certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the effective date hereof. This notice is required by Section 287.133(3) (a), Florida Statutes.

Section 14.18 Headings.

The paragraph headings or captions appearing in this Lease are for convenience only, are not part of this Lease, and are not to be considered in interpreting this Lease.

Section 14.19 Condemnation.

If the District Park Property, or any part thereof, or any improvements thereto, shall be taken, appropriated, or condemned by exercise of the power of eminent domain, or conveyed or transferred pursuant to an agreement in lieu of condemnation, the County shall be entitled to that portion of the award relating to the County's reversionary interest in the fee simple estate. The City shall be entitled to that portion of the award relating to the City's leasehold estate, which includes any and all improvements made to the District Park Property by the City, including depreciation deducted from the award total, if the City is not in default of this Lease Agreement. Notwithstanding the foregoing, the City shall be entitled to pursue in such condemnation proceeding such award as may be allowed for moving expenses, business damages, and value of any crops. In the event of a total taking of the District Park Property, the rent shall be prorated, and this Lease shall terminate upon, the date title vests in the condemning authority. Notwithstanding such termination, the City shall remain liable for all matters arising under this Lease prior to such termination. In the event of a partial taking, Rent shall be reduced on a pro rata basis. In the event of a temporary taking, Rent shall be abated on a pro rata basis for the period of time the City is unable to use the portion of the District Park Property temporarily taken. After such period, Rent shall be restored to the Rent that would have been then due without regard to such taking. The County shall have no obligation to restore the District Park Property improvements or otherwise perform any work upon same as a result of any such taking.

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease Agreement as of the day and year first above written.

COUNTY:

R2018-00122 JAN 23 2018

PALM BEACH COUNTY, a political Subdivision of the State of Florida

Signed and delivered in the presence of:

By: Melissa McKinlay
Melissa McKinlay, Mayor

Glendia Y. Harvey
Witness Signature

Glendia Y. Harvey
Print Witness Name

Timothy Montiglio
Witness Signature

TIMOTHY MONTIGLIO
Print Witness Name

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

By: Sharon R. Bock
Deputy Clerk



APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS & CONDITIONS

By: Anne Helgort
Assistant County Attorney

By: Eric Call
Eric Call, Director
Parks & Recreation Department

CITY:

By: Maria G. Marino
Maria G. Marino, Mayor

Signed and delivered in the presence of:

K. White
Witness Signature

Kentria White
Print Witness Name

BERTHA L ROA-ROQUE
Witness Signature

BERTHA L ROA-ROQUE
Print Witness Name

ATTEST:

By: Patricia Snider
Patricia Snider, CMC, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: R. Max Lehman
R. Max Lehman, City Attorney

LIST OF EXHIBITS

Description	Exhibits
The District Park Property	Exhibit "A"
Conceptual Master Plan	Exhibit "B"

City of Palm Beach Gardens - Current Recreation Facilities

Attachment A

Element	Sub Elements/Features	Total Number of Each Element	Burns Road Recreation Complex			117th Court Park Property			PGA National Park	Mirasol Park	Gardens Park Property			Lake Catherine	LC Softball Complex	Plant Drive Park	Oaks Park	Sandhill Crane Golf Course	Lilac Park	Ironwood Park	Riverside	Twins Park
			Center	Lakeside Building	Park	Tennis Center	JR Athletic Complex	Future Distict			Baseball Complex	Future	City Hall									
Aquatic																						
	25M lap pool	1	1																			
	Play Pool	1	1																			
	Splash Pool	1	1																			
	Splash Pad	2	1																			
	Water Slides	2	2																			
	Rock Wall	1	1																			
	Group Corals	6	6																			
	Restroom Facility	1	1																			
Indoor Facilities																						
	Auditorium	1	1																			
	Meeting Rooms Large 50+ ppl	6	3	1		1											1					
	Meeting Room Small	7		2																		
	Stage	1	1						2					1								
	Multi Use Gym Rubber Floor	2	2																			
	Basketball	8	2					6														
	Volleyball	4	4																			
	Pickleball	6	6																			
	Dance Studio	1	1																			
	Art Studio	1	1																			
	Prep Kitchen	4	1	1					1											1		
	Restroom (more than 1 stall per gender)	1	4	2		0			2					2								
	Locker Room	6	2			2											2					
	Desk/Pro Shop/Merchandise	4	1			1											1			1		
	Training Facility	3				1											1					
	F&B Service	2				1											1					
	Licensed Childcare	1																		1		
	0	0																				
Outdoor Amphitheater/Stage/Sound																						
	Covered Stage	2																				
	Sound System	5																				
	0	0																				
Outdoor Fields Turf																						
	Multipurpose Fields	17						2	8	3	2									2		
	Baseball	11																		1		
	Softball	8								2	1			4	1							
	0	0																				
Outdoor Park Facilities																						
	Large Pavilion 50+ ppl	1																				
	Medium Pavilion	17		1				1	2	5	2	2							1	2		
	Individual Pavilion	4		1															1	2		
	Playground	21		3				1	2	1	2	2		1					3	5		
	Excercise Trail	8		1				1	1		1					1			1			
	Excercise Equipment	3		1							1								1			
	Dog Park	2																	2			
	Concession Stand	10						1	1	1	1	2	1	1	1				1			
	Restroom	32						2	2	6	2	4	2	4	2				2	2		
	Boat Launch	4		1						1												
	Fishing Pier	4		1						1												
	Wildlife Observation Deck	1																				
	Disc Golf	1								1												
	Batting Cages	18										6	6									
	Open Space	0												2								
	Skate Park	1																				
	Golf Course	1																				
	Golf Range/Practice	1																		1		
	0	0																				
Outdoor Courts																						
	Sand Volleyball	1																				
	Racquetball	4																				
	Basketball	11						4		3	4				2							
	Rollar Hockey	0																				
	Handball	2																				
	Pickleball	18																		12		
	Hard Tennis Courts	8																		2		
	Clay Tennis Courts	18																				
	Clay Competition Tennis Court	2																				
	Bocce	3			3																	
	Shuffleboard	5			5																	
	0	0																				
	0	0																				



PALM BEACH
Gardens

Recreation Services Analysis

June 2018

City of Palm Beach Gardens

Authored by: Leisure Services Department

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Leisure Services Administrator

Daniel Prieto,

Deputy Leisure Services Administrator

Recreation Services and Participation Background

The City of Palm Beach Gardens (City) maintains 364 acres of parkland. The Parks Division has 24 full-time staff who are responsible for the general care of the parks, fields, and facilities. The maintenance of parks and facilities is supported by the Public Facilities Division. The Leisure Services Department (Department) has 34 full-time staff, 100-plus part-time staff and a significant number of independent contractors providing recreation services.

To enhance the quality of programs and sustain the recreation operation as self-funding, the targeted service region extends outside of the municipal boundaries approximately 10 miles. This regional view helps to meet participation goals and creates a better experience for the participant through a larger number of attendees in a program.

Example: A youth swim team program with 100 participants instead of 50 increases the competition level, team camaraderie, and creates a better learning atmosphere for all levels of youth swimmer.

Currently, the programs and activities offered by the Department and its partners are attended by 69% residents of the City.

The services provided by the Department focus on social interaction, wellness, youth enrichment, sport development, and cultural arts. Most programs, events, and sports are held in City-owned facilities. The community is served through special events, a public art program, licensed childcare, tennis and golf facilities, and a targeted senior program.

The diverse programming schedule includes: *(Youth, Adult, Senior)*

Art Enrichment *(Y/A/S)*

Day Care *(Y)*

Camp *(Y)*

Athletics/Sport *(Y/A/S)*

Wellness *(A/S)*

Aquatics *(Y/A/S)*

Social Programs *(A/S)*

Dance *(Y/A/S)*

Inclusion Programs *(Y)*

Special Events *(Y/A/S)*

General Recreational *(Y/A/S)*

The total number of participants in the participating in programs annually are: (Note the number reflected counts each program participant once, not the number of times they attended)

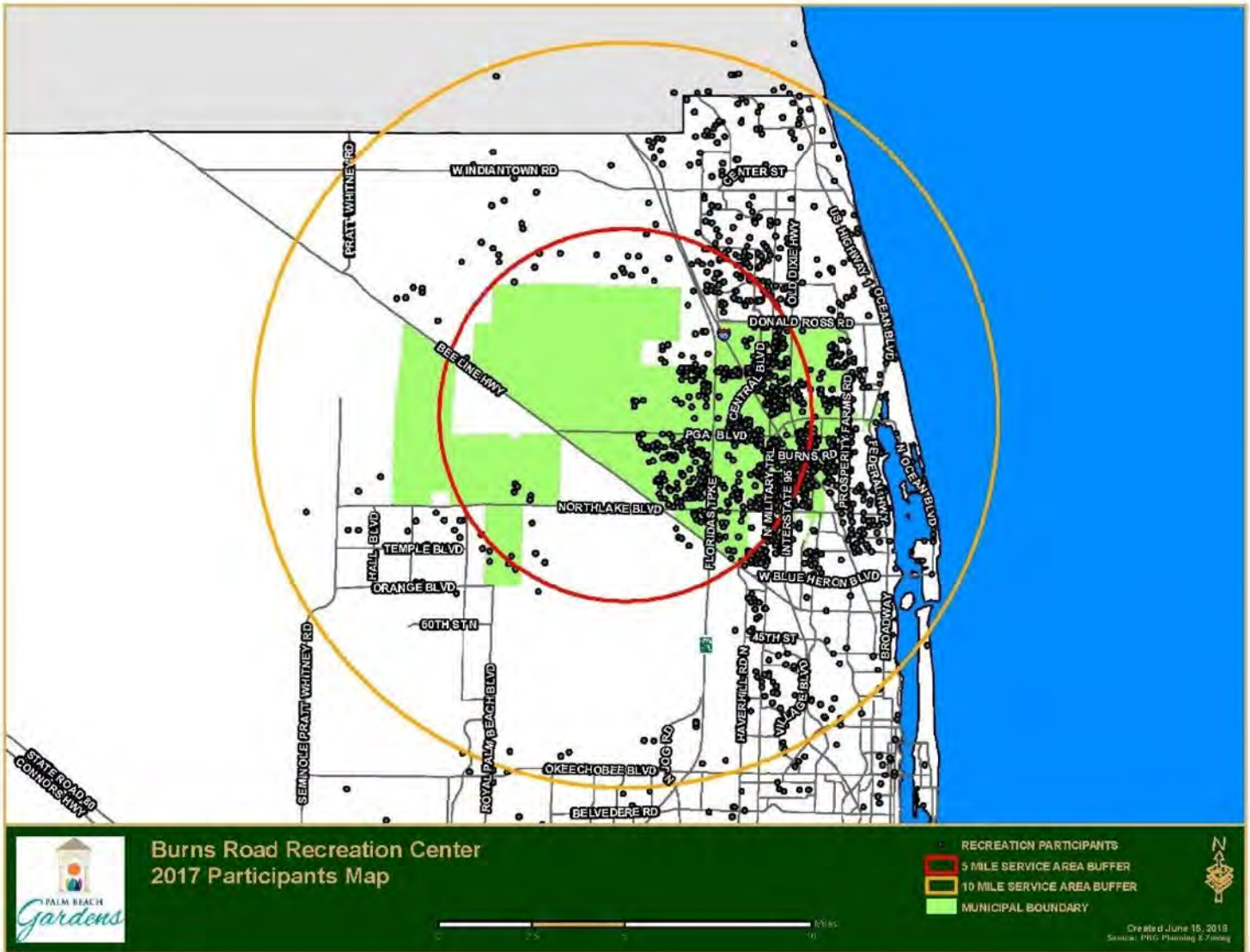
	2015	2016	2017
Riverside Youth Enrichment Center	365	286	418
Tennis Center	26,075	26,619	26,549
Lakeside	5,909	6,848	8,095
Burns Road Recreation Center	37,812	40,659	45,610
Aquatic Center	16,942	13,110	9,718

To increase the number and different types of recreational services, the department enters into contractual agreements with several individuals and businesses. In addition to individual instructors, the following contractors/partners provide programming throughout City facilities:

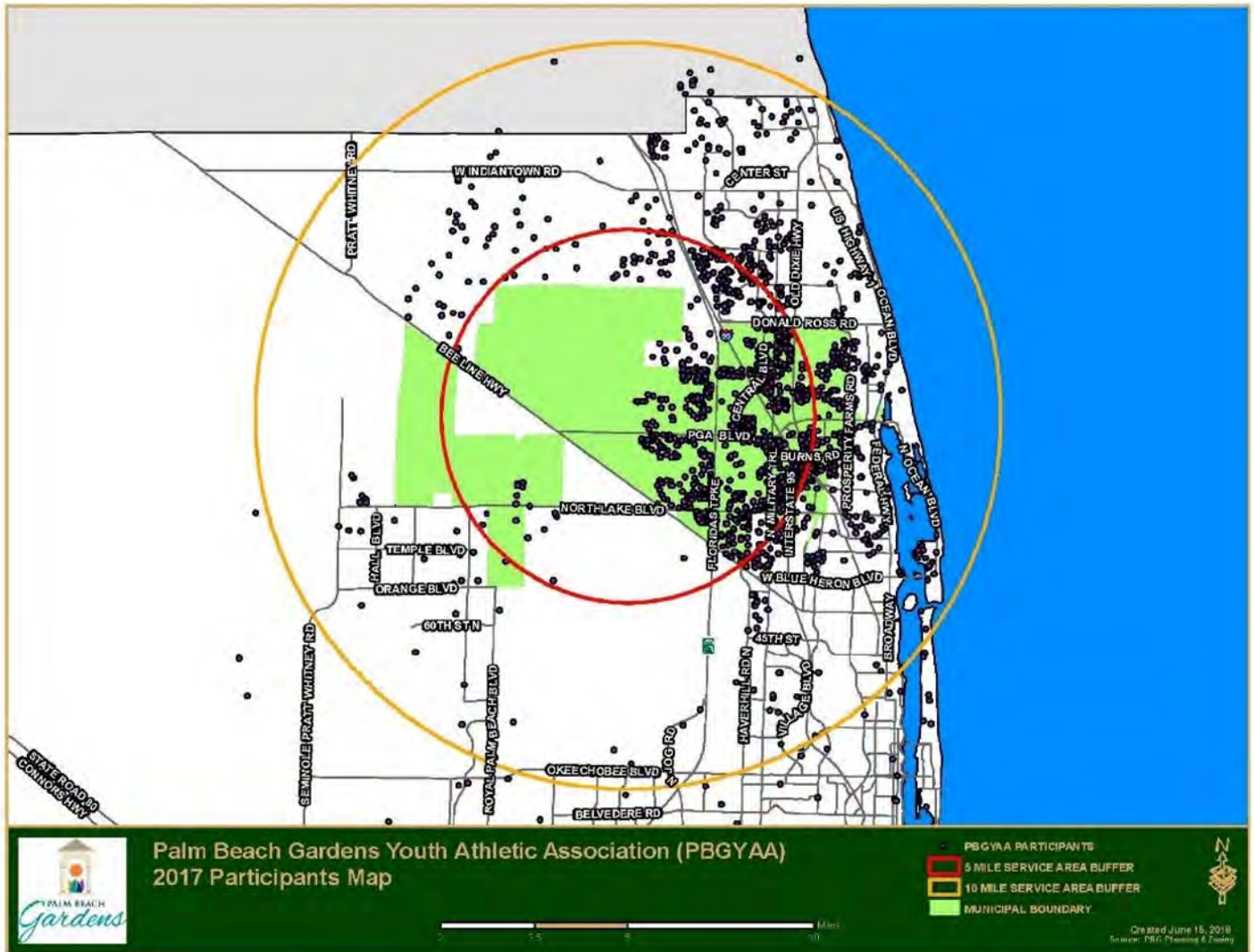
- | | |
|--|--|
| ARC of Palm Beach County | Palm Beach Gardens Youth Athletic Association (PBGYAA) |
| Green Mouse Academy | the Director’s Cut |
| Jamie’s Angels | Gymnastics Revolution |
| Building Up Sports Academy | Locals Surf Shop |
| Youth Orchestra of
Palm Beach County | USTA |
| Mad Science | AARP |
| Fun Chefs | Sideout Volleyball Club |
| Palm Beach Soccer Academy | Love Serving Autism |
| Pickleball Athletics Club | Diva Soccer |
| Stroller Power of Jupiter | Beaches Adult Soccer Leagues |
| Florida Shotokan Traditional
Karate Association | STORE Self Storage & Wine Storage |

Annually, staff tracks participation number and where those participants reside. This helps us to understand the market we and our partners serve. The maps below are a visual representation of the overall participants. The first map shows the distribution of the 5,000 plus households that are served regionally by the Department. The second map shows the distribution of the 4,800 households served by our largest partner, the Palm Beach Gardens Youth Athletic Association.

Households Participating in Recreation Services – Department



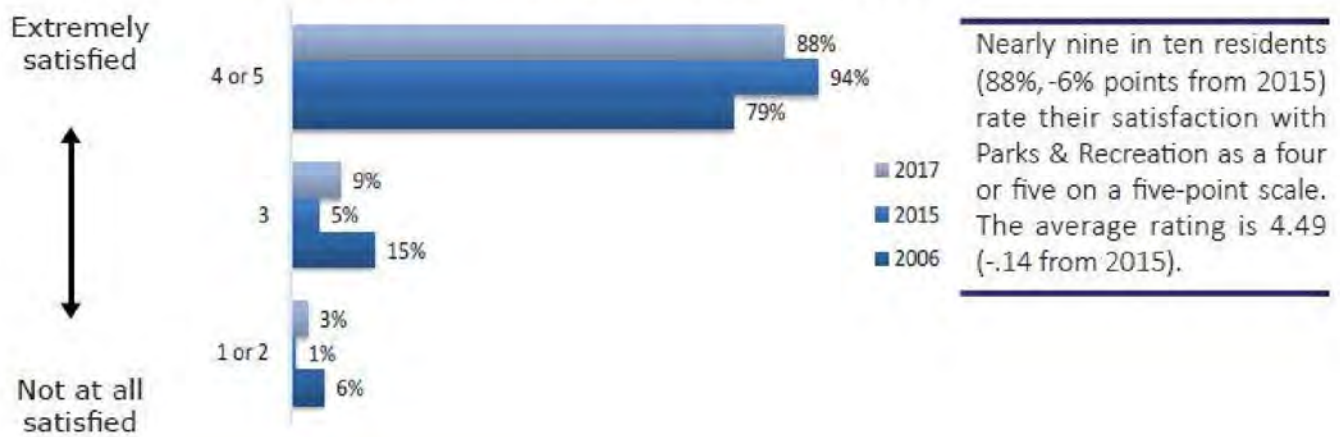
Households Participating in Recreation Services – PBGYAA



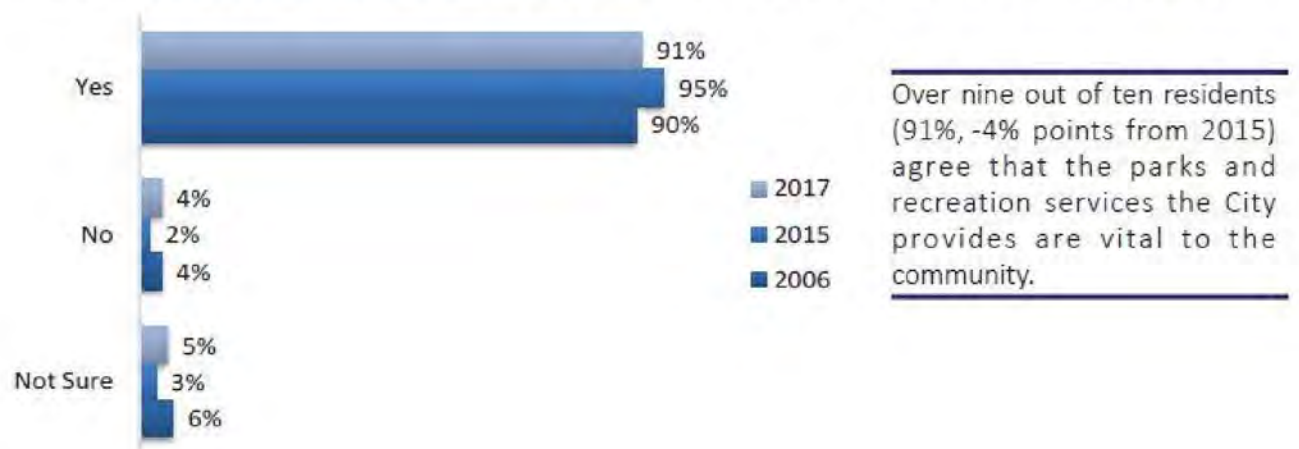
The PBGYAA coordinates all the major youth sports including inclusion offerings for children with disabilities. The City and local businesses realize a significant economic benefit when state, regional and national tournaments are held by the PBGYAA.

There is significant support within the community for the recreation services currently provided to the community. The following three charts are taken from the 2017 Palm Beach Gardens Citizen Survey.

Satisfaction with Parks & Recreation*



Parks & Recreation services are vital to the community



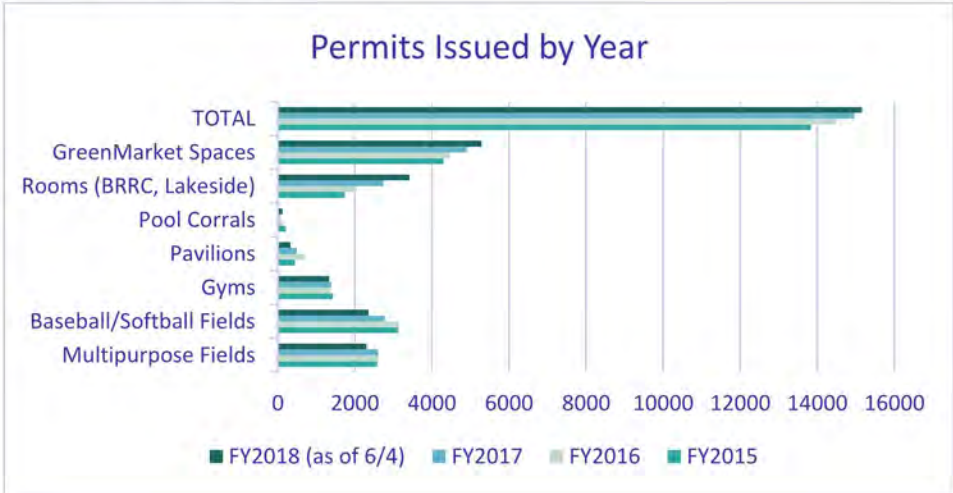
Facility and Use Overview

As a general goal, the City has strived to provide the public with at least one (1) of each unique recreation facility type and multiple of the more common recreational facilities.

Example: The City operates one unique aquatic complex but has multiple baseball fields.

Attachment A is a matrix of the existing facilities, both indoor and outdoor, by type and location. Facilities are open sunrise to sunset unless the facility is lighted. Most of the athletic fields have lighting for night play.

Permits are issued annually to individuals and groups for their use of facilities. A permit can be a rental of a field or space, or it can be in conjunction with a program offered by a contractor/partner. The largest permitted group is the PBGYAA. The chart below reflects the permits issued by facility.



Partners, Trends, and Future Facility Planning

Neighboring communities, private businesses, non-profit entities, and POA/HOA entities all provide competing social, sport, and recreational programming for the same region as the department and its partners. For business planning purposes, the Department considers this in the planning phase before offering services to the public.

Example: Generally, yoga programs are still popular with adults, but there is strong competition from other providers. Therefore, does the department continue to try to provide this general program or do we attempt to specialize in a certain type of yoga, possibly for the older adult who might not attend at a gym?

Core recreation services provided by the department are similar to those traditionally offered by other cities. The department provides those services through internal staff, partners, or operators.

Example: The department programs certain athletic camps while also partnering with the PBGYAA for other camps. This reduces competition for the same demographic of participant while leveraging marketing capabilities and teaching expertise for quality.

For definition purposes, programming can be offered by:

- | | |
|-----------------------|---|
| Internal Staff: | Department staff develop and plan the service. |
| Contractors/Partners: | People or entities under contract or agreement to provide services that are offered through the Leisure Services Department. |
| Operators: | People or entities who have entered into a lease or agreement with the department to provide a service and/or facility on City property with administrative oversight of the department, but as a stand-alone entity. |

Planning for the future involves an analysis of existing facilities, current participation levels and potential growth and trends. City staff annually review and recommend a 5-year capital plan to modify, expand, or build new recreational facilities. Staff believe the following trends provide a vision for the future of recreational services in our community:

1. The demand for outdoor fitness/jogging/walking is growing and is popular with residents and visitors of all age groups.
2. Demand for lifetime sports and wellness activities is a significant trend for adults.

3. To remain competitive in the market, facilities should be updated, and a social component added (i.e. lobby/lounge areas, coffee kiosks, waiting areas/children’s “romp rooms”).
4. Participation is holding steady or increasing in the following areas: including baseball/softball, basketball, fitness walking/jogging, football, golf, soccer, swimming (public pool), and tennis. (source: Florida SCORP – State Comprehensive Outdoor Recreation Plan)
5. Staff experience is that racquet sports, premier athletic training, social activities for older adults, swimming, youth camps/daycare, and individual fitness activities are steady and growing activities/programs.
6. Demand remains high for childcare type programs to meet the needs of working families.
7. There is a demand for indoor facilities in the region to serve court and active sports. This may include extreme sports, such as rock climbing.
8. Families, participants, and supporters will travel for organized youth and adult sport, especially elite travel programs for youth.
9. Unstructured outdoor fitness and play is still an attraction for all age groups (source: Florida SCORP)

Internally, the department will continue to focus on creating or enhancing the following programs through staff or contractors/partners:

Senior Social Programs	Community Events	Childcare
Youth Camps	Art Enrichment	Youth Sports
Adult Sports	GreenMarket	Aquatic Activities
Recreational dance (Adult & Youth)		Wellness
Youth Programming	Adult Enrichment	Tennis/Golf

Externally, the department will entertain other operator’s programs and facilities that would be a benefit to the public, but do not directly compete with programs already established. Examples would be:

Elite/Professional Sport Leagues	Performance Training
Indoor Specialty Facilities	Food & Beverage Services
Elite Sport Training	Retail Sales
Professional Theater	Fitness Gyms
Non-Traditional Recreation	Ropes/Ninja/Aerial Courses

The highest needs identified by staff include the updating/expansion of the Burns Road Recreation Center and the Riverside Youth Enrichment Center along with the continued expansion of sporting facilities. This is necessary to remain relevant to the community and sustain revenue operations.

Both the Recreation Center and Riverside facilities are aging and outdated compared to the market. In addition to updating the interiors, there is a need for another gym, multi-use fitness rooms, art/dance studio space, meeting/classrooms, and indoor track. Staff is unable to add or expand programming due to facility constraints.

Examples are:

1. Lakeside Senior Programs – Membership in these programs are increasing and cannot be expanded because of space constraints. In the summer months, the program is limited to the number of participants that can be served because summer camp utilizes most of the indoor space.
2. Summer Camps – Due to the lack of gyms, studio and meeting room space, the ability to serve more youth and the ability to provide new and innovative types of camps is inhibited. For example, specialty camps like “robot technology” cannot be held.
3. Youth and Adult Volleyball – These programs are not held because other sports consume the time available in the gyms.
4. After School and STEM Programs – Because of the traditional type classes offered (art & dance) and the lack of studio space these programs cannot be offered.
5. Basketball – Both adult and youth programs are constrained by available gym time.
6. One-day and Community Events – The parks are active and programmed most nights of the year. Staff and partners are unable to plan more of these events because they will displace a regular recreation program.
7. Outdoor Fields – Weather is a challenge in expanding our field sport offerings. Current facilities have built in weather dates. This removes from the schedule the ability to add new and innovative programming for youth and adults.

To summarize the input provided by staff, the following facilities should be added to the inventory of space by the City, or an operator, to meet current needs or to expand programs:

Indoor:

- Gyms – 1 to 2 full size gyms with spectator space, 2 short courts, volleyball
- Track – 3 or 4 lanes
- Pickleball courts – 6 dedicated courts
- Racquetball – 4, four-wall courts
- Wellness studio – 2 rooms capable of holding 40 people
- Dance Studio – capable of holding 40 people with a “green room”
- Art/Cooking/Trade Studio – 2 capable of holding 20 people along with the technology needed for such programs.

-
- Meeting Rooms – 1 large room for 100 people at rounds, dividable in two with sound proof air-walls
 - Extreme Sports – trampoline, ropes course, ninja training etc.
 - Elite Sport Performance Training Area – large enough to house major tournaments and travel team trainings
 - Event Rooms – 4 rooms to hold 40 people each, located adjacent to aquatic areas and gyms

Outdoor:

- Artificial Multipurpose Turf Fields – minimum of 2 full size soccer fields
- Track – 1 regulation high school track with amenities
- BMX Track – 1 for general use and competition
- Inclusion Turf Field – 1 to allow for group use and organized play
- Sand Volleyball – 6 regulation college courts with lights
- Extreme Sports – 1 facility to house ropes course, outdoor training etc.
- Training Pavilions – large enough to allow for 4 batting cages that can be transformed into sport and wellness trainings areas.
- Group Rental Pavilions – 2 to accommodate 200, with restrooms
- Open Space – general play areas
- Competition Tennis & Pickleball Complex – 8 hard courts, college regulation
- Outdoor Recreation Area – kayaking, hiking, bird watching

Whether it be indoor or outdoor, consideration should be given to providing enough of each type of facility to allow for structured competition/tournaments. Single or double courts/fields/gyms do not allow for this. Amenities to be considered for each facility include restrooms, shade or airconditioned areas, space or kiosks for the sale of merchandise, food and beverage services, social gathering space, access to wi-fi, infrastructure for tournament operations, parking, covered walkways, and the storage of all equipment.

An opportunity exists with the last phase of the Gardens District Park for a unique, specialized community facility, or significant field-house type of facility. This could be accomplished by the City or through an agreement with an operator. This facility should complement the current and future planned City operated facilities and be unique in nature as to what it offers the community.

Staff acknowledge that finding operators to deliver exception recreation services is important to serving the community. It is fiscally responsible and can increase the scope of services. As proposed operator agreements are developed, the following should be taken into consideration:

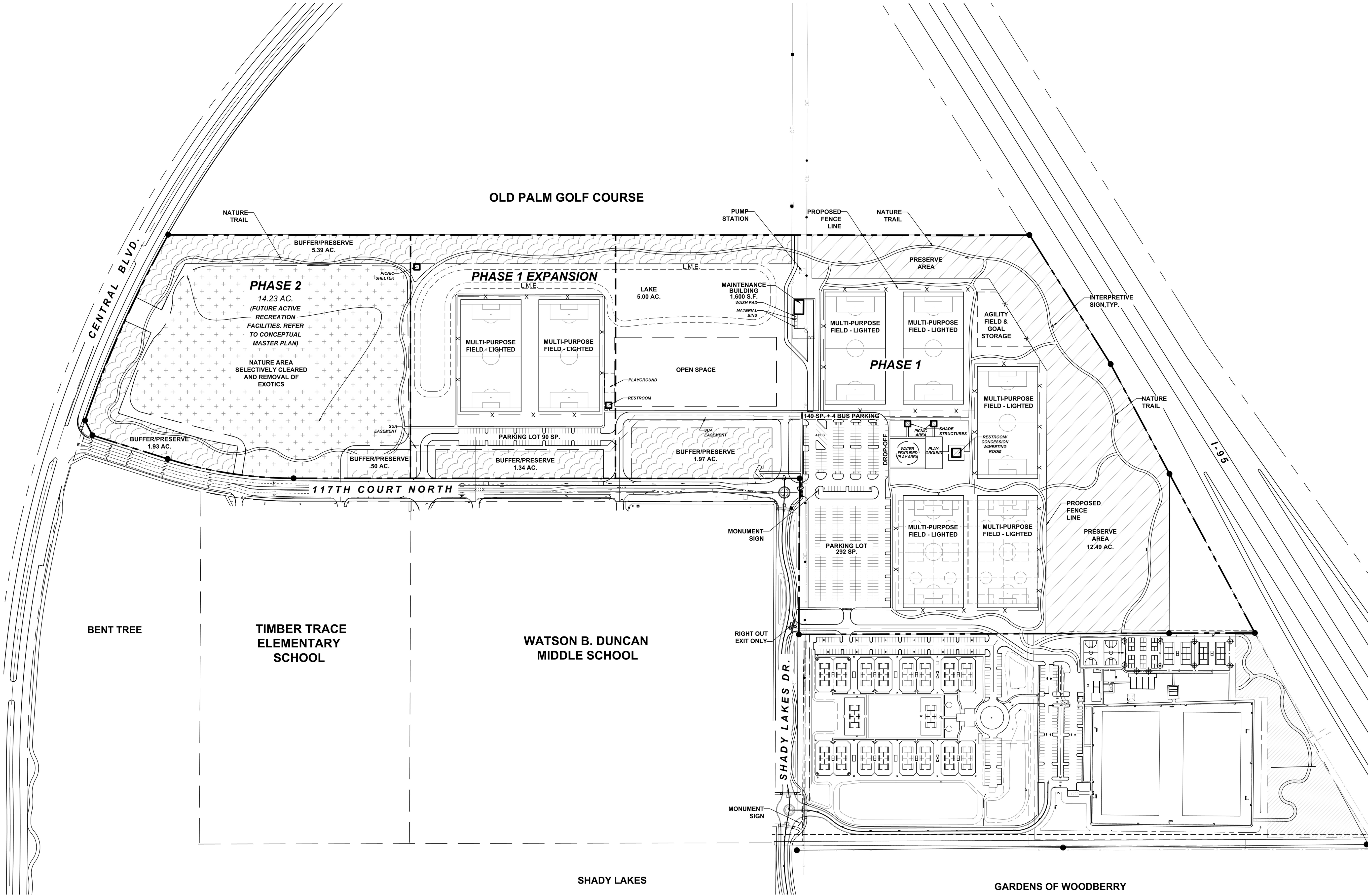
1. Does the program/activity/sport duplicate or compete against a current department or established partner's offering?
2. If it does, could the proposed agreement provide the program/activity/sport in a better manner while remaining a recreational service to the public.
3. What city resources will be consumed if the agreement is awarded?
4. What is the business arrangement sought by the operator, and does the use of city resources create revenue for the department to offset the loss of use of the resources?
5. If new facilities are built for the proposed operation, will the resource created be of use to the department once the partnership is dissolved?

Conclusion

Recreation services are important to the residents who live within the City and the surrounding community. This is demonstrated by the citizen survey response numbers and the growing number of participants in recreational activities.

The recreation services offered by the City, and through its partners/operators, have an economic impact to the community. These services sustain small businesses, attract people to hotels and restaurants, and encourage people to move to the community. As cited in the *National Parks & Recreation Report: The Economic Impact of Parks and Recreation* “seven in ten Americans regularly visit their local parks and recreation facilities”. Additionally, the report noted that in the State of Florida the economic activity is over \$7B and it creates over 60,000 jobs. There is a clear trend that parks and recreation is an important component in community making.

It is incumbent that the City continue with its vision of presenting only the best in facilities and recreation programming. By doing this the City continues to create a sense of community which in turn makes the City of Palm Beach Gardens a desirable place to live and work.



**"The Gardens"
North County District Park**
Palm Beach Gardens, Florida
Conceptual Site Plan



NORTH
0 75' 150' 300'
Scale: 1" = 150'-0"

Date: June 6, 2017
Project No.: 16-017.003
Designed By: HLC
Drawn By: HLC
Checked By: CWW

Revision Dates:

PARKING SHOWN:
PAVED PARKING

PH1: 441 STANDARD SPACES + 4 BUS SPACES and DROP-OFF
PH2: 90 STANDARD SPACES

PRESERVE = 12.49 AC.
BUFFER / PRESERVE = 11.13 AC.

06/12/18