

Roger Michaud

Lake Park Town Commission, Florida Special Call Community Redevelopment Agency Meeting Agenda

Wednesday, September 20, 2023

Immediately Following the Regular Commission Meeting
Commission Chamber, Town Hall, 535 Park Avenue, Lake Park, FL 33403

Chair

Kimberly Glas-Castro — Vice-Chair

John Linden — Agency Member

Carmen Rodriguez — Agency Member

Mary Beth Taylor — Agency Member

Judith Thomas — Agency Member

Henry K. Stark — Agency Member

John O. D'Agostino — Executive Director

Thomas J. Baird, Esq. — Agency Attorney Vivian Mendez, MMC — Agency Clerk

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision of the Town Commission, with respect to any matter considered at this meeting, such interested person will need a record of the proceedings, and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Persons with disabilities requiring accommodations in order to participate in the meeting should contact the Town Clerk's office by calling 881-3311 at least 48 hours in advance to request accommodations.

CALL TO ORDER/ROLL CALL

PLEDGE OF ALLEGIANCE

SPECIAL PRESENTATION/REPORT:

PUBLIC COMMENT:

This time is provided for addressing items that do not appear on the Agenda. Please complete a comment card and provide it to the Agency Clerk so speakers may be announced. Please remember comments are limited to a TOTAL of three minutes.

CONSENT AGENDA:

1. September 6, 2023 Special Call Community Redevelopment Agency Board Meeting Minutes

NEW BUSINESS:

- 2. Resolution 71-09-23 A Resolution of the Community Redevelopment Agency of the Town of Lake Park, Florida, authorizing and directing the Chairman to sign a grant agreement with Liberty Square LLC; and providing for an effective date.
- 3. Resolution 69-09-23 Authorizing and directing the Executive Director to renew for fiscal year 2024 property and casualty insurance coverage through the Florida Municipal Insurance Trust; and providing for an effective date.
- 4. Resolution 38-05-23 A Resolution of the Town Commission of the Town of Lake Park, Florida, providing for a finding of necessity and determining the existence of two or more conditions in a certain area of the Town of Lake Park that meet the criteria described in Section 163.340 (8), Florida Statutes; providing for the acceptance, approval and adoption of the Town of Lake Park Community Redevelopment Agency's Finding of Necessity Study; Finding the need for a Community Redevelopment area under the provisions of Chapter 163, Part III, of the Florida Statutes.

AGENCY MEMBER REQUESTS:

ADJOURNMENT:

FUTURE MEETING DATE: The next scheduled Community Redevelopment Agency Meeting will be conducted on December 2, 2022.



Community Redevelopment Agency Agenda Request Form

Meeting Date: September 20, 2023 Agenda Item No.

Agenda Title: September 6, Meeting Minutes.	2023 Special Call Commun	ity Redevelopment Agency					
[] SPECIAL PRESENTATE [] OLD BUSINESS [] OTHER:	John Digitally signed by John D'Agostino, 0=17 DN: cn=John D'Agostino, 0=17						
Approved by Executive Dire	ctor: D'Agostino enalidad de la compositio de la composit	rida. Date:					
Vivian Mendez, Agency Clerk, MMC							
Originating Department:	Costs: \$ 0.00	Attachments:					
Agency Clerk	Funding Source: Acct. # [] Finance	Meeting Minutes Exhibits A-B					
	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone Or Not applicable in this case <u>V.M</u> . Please initial one.					

<u>Recommended Motion:</u> I move to approve the September 6, 2023 Special Call Community Redevelopment Agency Meeting Minutes.



Lake Park Town Commission, Florida

Community Redevelopment Agency Meeting Minutes

Wednesday, September 06, 2023 at 6:30 PM

Commission Chamber, Town Hall, 535 Park Avenue, Lake Park, FL 33403

Roger Michaud — Chair

Kimberly Glas-Castro — Vice-Chair

John Linden — Agency Member
Carmen Rodriguez — Agency Member
Mary Beth Taylor — Agency Member
Judith Thomas — Agency Member
Henry K. Stark — Agency Member
John O. D'Agostino — Executive Director
Lainey Francisco — Agency Attorney

Vivian Mendez, MMC — Agency Clerk

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision of the Town Commission, with respect to any matter considered at this meeting, such interested person will need a record of the proceedings, and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Persons with disabilities requiring accommodations in order to participate in the meeting should contact the

Town Clerk's office by calling 881-3311 at least 48 hours in advance to request accommodations.

CALL TO ORDER/ROLL CALL

6:30 P.M.

PRESENT

Chair Roger Michaud

Vice-Chair Kimberly Glas-Castro

Board Member John Linden

Board Member Carmen Rodriguez

Board Member Mary-Beth Taylor

Board Member Judith Thomas

ABSENT

Board Member Henry Stark

PLEDGE OF ALLEGIANCE

A member of the audience led the pledge.

SPECIAL PRESENTATION/REPORT:

NONE

PUBLIC COMMENT:

This time is provided for addressing items that do not appear on the Agenda. Please complete a comment card and provide it to the Agency Clerk so speakers may be announced. Please remember comments are limited to a TOTAL of three minutes.

NONE

CONSENT AGENDA:

Motion made to approve the Consent Agenda by Board Member Linden, Seconded by Board Member Rodriguez.

Voting Yea: Chair Michaud, Vice-Chair Glas-Castro, Board Member Taylor, Board Member Thomas

1. Special Call Community Redevelopment Agency Meeting Minutes

NEW BUSINESS:

2. Discussion of the Fiscal Year 2023/2024 Budget and Approval of Resolution 68-09-23 to Adopt the Community Redevelopment Agency Budget.

Executive Director John D'Agostino explained the budget (see Exhibit "A"). Board Member Linden asked if the Town had a total cost estimated to complete the Septic to Sewer project. Executive Director D'Agostino explained that the estimate to complete the project was approximately \$4 Million.

Vice-Chair Glas-Castro asked if there was a list of projects planned and an estimated cost. Executive Director D'Agostino stated that a list has not been completed, but would provide the board with a list by the September 20, 2023 Special Call CRA Meeting. Vice-Chair Glas-Castro asked what the policing schedule was for the area. Executive Director D'Agostino provided the schedule. He stated that the streets would be power washed prior to the holiday season.

Chair Michaud asked if additional policing services would be sought in the future. Executive Director D'Agostino explained that they may hire additional Code Compliance Officers for the area. He explained the educational opportunities available to Code Compliance Officers.

Motion made to approve Resolution 68-09-23 by Board Member Linden, Seconded by Board Member Taylor.

Voting Yea: Chair Michaud, Vice-Chair Glas-Castro, Board Member Thomas, and Board Member Rodriguez.

EXECUTIVE DIRECTOR COMMENTS:

Executive Director D'Agostino provided his comments via Exhibit "B".

AGENCY MEMBER REQUESTS:

NONE

ADJOURNMENT:

7:02 P.M.

Motion made to adjourn by Board Member Taylor, Seconded by Vice-Chair Glas-Castro.

Voting Yea: Chair Michaud, Board Member Linden, Board Member Rodriguez, Board Member Thomas

FUTURE MEETING DATE: The next Special Call Community Redevelopment Agency Meeting will be conducted on September 20, 2023.

Chair, Roger Michaud		_	Town Seal
Agency Clerk, Vivian Mo	endez, MMC	-	
Approved on this	of	. 2023	



Community Redevelopment Agency <u>Agenda Request Form</u>

Meeting Date: September 20, 2023 Agenda Item No.

_	ida Title: September 6, ing Minutes.	2023 Special Ca	all Cor	nmuni	ty Redevelopment Agency
[] []	SPECIAL PRESENTAT OLD BUSINESS OTHER:	FION/REPORT	[X] []		SENT AGENDA BUSINESS
Appro	oved by Executive Dire	ctor:			_Date:
<u>Vivia</u>	an Mendez, Agency (<u> </u>			
Orig	ginating Department:	Costs: \$ 0.00			Attachments:
	Agency Clerk	Funding Source: Acct. # [] Finance			Meeting Minutes Exhibits A-B
		All parties that have in this agenda ite notified of meetin time. The following filled out to be on a	tem mu ng date g box mi	st be and ust be	Yes I have notified everyone Or Not applicable in this case V.M. Please initial one.

<u>Recommended Motion:</u> I move to approve the September 6, 2023 Special Call Community Redevelopment Agency Meeting Minutes.

Exhibit "A

TOWN OF LAKE PARK PROPOSED BUDGET

Item 2.

COMMUNITY REDEVELOPMENT FUND

FISCAL YEAR October 1, 2023 through September 30, 2024

		Rept:124 - Itemized Budget For Year 2024 Version 1 PROPOSED CRA	ed Budget For Year 20 PROPOSED CRA	124 Version 1		
		2022	2023	2023	2024	
G/L Account	Description REVENUES	Actual	Budget	YTD+BDC	Budget Notes	
110-311,115	Ad Valorem Taxes - County	517,894.00	631,382.00	621,952.00	696,877.00	
110-369,100	Miscellaneous Income	400,000.00	00.00	00.00	0.00	
110-381.001	Transfer from General Fund	959,790.00	1,162,739.00	1,162,739.00	1,338,794.00	
110-399,999	Balance Brought Forward	0.00	93,412.00	00.00	1,555,578.00	
	TOTAL REVENUE	1,877,684.00	1,887,533.00	1,784,691.00	3,591,249.00	
	EXPENDITURES					
110-55-552-520-12000	Regular Salaries	00.00	81,040.00	00.00	57,013.00	
	1 Code Compliance Officer				57,013.00	
110-55-552-520-21000	FICA	00.0	6,200.00	00.00	4,361.00	
	1 Code Compliance Officer				4,361.00	
110-55-552-520-22000	Retirement 1 Code Compliance Officer	00.0	3,040.00	00.0	4,276.00	
110-55-552-520-23100	Health Insurance 1 Code Compliance Officer	00.0	22,006.00	00.00	11,572.00 11,572.00	
110-55-552-520-23200	Dental 1 Code Compliance Officer	00.00	812.00	00.00	426.00	
110-55-552-520-23300	Insurance - Life 1 Code Compliance Officer	00.00	288,00	00.00	122.00 122.00	
110-55-552-520-23400	Insurance - Vision 1 Code Compliance Officer	0.00	110.00	00.0	55.00	
110-55-552-520-23500	Disability	00.00	1,000.00	00.00	316.00	-

		t:124 - Itemized PR	Rept:124 - Itemized Budget For Year 2024 Version 1 PROPOSED CRA	124 Version 1		
		2022	2023	2023	2024	
G/L Account	Description	Actual	Budget	YTD+Enc	Budget Notes	
	1 Code Compliance Officer				316,00	
110-55-552-520-2400	Worker's Compensation Insurance	0.00	981.00	00.00	0.00	
110-55-552-520-24000	Worker's Compensation Insurance	00.00	00.0	899.25	698.00	
	TOTAL PERSONNEL EXPENSES	00.00	115,477.00-	899.25-	78,839.00-	
	a.					
110-55-552-520-31000	Professional Services	73,347.69	109,412.09	153,378.45	25,000.00	
	1 Marketing				25,000.00	
110-55-552-520-31100	Professional Svc - Town Attorney	10,200.00	40,000.00	21,900.00	32,000.00	
110-55-552-520~34000	Contractual Services	180,800.31	114,870.00	107,667.04	657,480.00	
	1 Landscape Services				92,000.00	
	2 Landscape Services Contingency Tree 1	Trimming			10,700.00	
	3 Johnson Controls				1,930.00	
	4 Holiday Displays Including Blectrical	ical Upgrades			120,000.00	
	5 Signage				75,000.00	
	6 Custodial Services				3,440.00	
	7 EV Chargers including Electrical Upg	Upgrades			14,000.00	
	8 It's About Place, LLC				90,000,06	
	9 Hello Sunshine LLC				54,000.00	
	10 Creative Contracting Group				193,410.00	
110-55-552-520-34010	Contract PBC Sheriff	127,980.00	138,000,00	75,125.00	133,680.00	
110-55-552-520-40000	Travel & Training	2,854.57	2,500.00	2,395.41	3,500.00	
110-55-552-520-41200	Postage & Shipping	1.73	2,500.00	11.14	00.000.9	
	1 Outreach				00.000.9	
110-55-552-520-43000	Utilities	18,343.69	15,000.00	10,952.75	15,000.00	
110-55-552-520-44100	Equipment Rentals	8,827.80	00.00	714.08	l,000.00	
110-55-552-520-45000	Insurance	5,783.00	6,566.00	6,566.00	13,000.00	
110-55-552-520-46000	Repair and Maintenance	4,403.22	4,000.00	1,529.16	2,000.00	
110-55-552-520-47000	Printing	00.00	1,000.00	00.00	1,000.00	
110-55-552-520-48005	Tree Lighting	3,607.63	6,700.00	6,013.17	6,700.00	l

		Rept:124 - Itemized Budget For Year 2024 Version 1 PROPOSED CRA	ed Budget For Year 20 PROPOSED CRA	24 Version 1		
		2022	2023	2023		
G/L Account	_	Actual	Budget	TTD+Enc	Budget Notes	
	1 Banners				1,000.00	
					800.00	
					300.00	
	5 Photography/Videography				300.00	
					1,000.00	
	7 Portable Restrooms				500.00	
	8 Stage				500.00	
	9 Santa Suite Rental				300.00	
	10 Tents				1,500.00	
110-55-552-520-48100	Advertising	151,41	2,500.00	98.88	2,500.00	
110-55-552-520-48101	Office Supplies	00.00	100.00	00.00	100.00	
110-55-552-520-48102	SEASONAL RENTALS	2,537.00	26,000.00	26,000.00	29,900.00	
	1 Rental of Menorah and Kinara				2,400.00	
	2 Rental of Holiday Tree				17,000.00	
	3 Pole Decorations and Wraps				10,500.00	
110-55-552-520-52000	Operating Expenses	13,788.99	7,500.00	993.48	2,000.00	
110-55-552-520-54200	Memberships, Dues, & Subscriptions	1,045.00	1,045.00	1,045.00	1,045.00	
	1 Department of Economic Opportunity District Annual	District Annual	Fees		175.00	
	2 Florida Redevelopment Association				870.00	
	TOTAL OPERATING EXPENSES	453,672.04-	477,693.09-	414,389.56-	931,905.00-	
110-55-552-520-63000	Improvement Other Than Bldg	14,058.00	329,500.00	98,912.42	432,000.00	
	1 To Complete Scope for Landscape Upgrades	grades			200,000.00	
					200,000.00	
	3 New LPR Camera System				32,000.00	
	TOTAL CAPITAL OUTLAY	14,058.00-	329,500.00-	98,912.42-	432,000.00-	

00.00

0.00

0.00

0 . 0

TOTAL DEBT SERVICE

0.00

00.00

0.00

TOTAL CAPITAL OUTLAY

bu246_lp_pg.php/Job No: 92666		Print Itemized Budgets Rept:124 - Itemized Budget For Year 2024 Version 1	Print Itemized Budgets Itemized Budget For Year 202 PROPOSED CRA	S 024 Version 1		USER: JDU
G/L Account	Description	2022 Actual	2023 Budget	2023 YTD+Enc	2024 Budget Notes	B
	TOTAL DEBT SERVICE	00.0	00.00	0.00	00.0	
110-55-552-520-82111	Grant - Business Development 1 Oceana (2 of 5) 2 Other	82,869.00	387,223.00	293,998.72	422,871.00 200,000.00 222,871.00	
110-55-552-520-82118	Grants and Incentives 1 Previously Approved/Suggested Programs	0.00 rams	00.0	00.0	1,166,397.00 1,166,397.00	
110-55-552-520-91010 110-55-552-520-91030 110-55-552-520-99110	Transfer to Gen Fund - ILA 2008 Transfer to Gen Fund - ILA 2009 Indirect Cost Allocation	168,780.00 7,609.08 539,207.52	168,690.00 54,793.00 354,157.00	154,632.50 50,226.88 232,977.25	168,597.00 0.00 390,640.00	
	TOTAL OTHER EXPENSES	798,465.60-	964,863.00-	731,835.35-	2,148,505.00-	

Rept:124 - Itemized Budget For Year 2024 Version 1		DOCKET PLUGGE POOR NO. 32000	Print Item	Print Itemized Budgets			Page 5 of 5 Item 2. USER: JDU
Description Actual Budget YTD+Enc			Rept:124 - Itemized Bu PROP	dget For Year 2024 OSED CRA	Version 1		
Description Actual Budget YTD+Enc			2022	2023	2023	2024	
	d/L Account	Description	Actual	Budget	YTD+Enc	Budget Notes	

 00.00		3,591,249.00-		0.00
 00.00		1,246,036.58-		538,654.42
 00.00		1,266,195.64- 1,887,533.09- 1,246,036.58- 3,591,249.00-		-60.0
 00.00		1,266,195.64-		611,488.36
TOTAL OTHER EXPENSES		TOTAL DEPT EXPENDITURES		NET INCOME

Item 1.



Exhibit B

CRA EXECUTIVE DIRECTOR COMMENTS

COMMUNITY REDEVELOPMENT AGENCY MEETING Wednesday, September 6, 2023

COMMUNITY DEVELOPMENT

- Oceana Coffee at 1301 10th Street is receiving their master permit this week. Site
 work/construction is estimated to commence next week. They are on schedule and
 have complied with the dates prescribed in their CRA grant agreement up until this
 point.
- A CRA special call meeting is needed on **September 20** at 6:30 p.m. to consider a Grant application for 796 10th Street for exterior property/facade improvements. The CRA Board would need to confirm their acceptance for a special call meeting.
- FYI- A Holiday Lights Stakeholder Meeting will be held on September 12 at 8:30 a.m. at Town Hall (for property owners and business owners within the project area ONLY this meeting is NOT open to the general public). The goal is to receive input on this initiative that will be presented at a future meeting for contract award. Mailers, emails and hand delivery of flyers has been provided to property owners and business owners.

Item 2.



CRA Agenda Request Form

Meeting Date: September 20, 2023 Agenda Item No.

Agenda Title: A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE CHAIRMAN TO SIGN A GRANT AGREEMENT WITH LIBERTY SQUARE LLC; AND PROVIDING FOR AN EFFECTIVE DATE.

[] [] []	SPECIAL PRESENTATION/REPO OLD BUSINESS DISCUSSION FOR FUTURE ACTI	Ĩ	[X]	CONSENT AGENDA NEW BUSINESS: Resolution OTHER: General Business	
Appro	John oved by Executive Director: D'Ago	ostin e	DN: cn=John	ed by John D'Agostino D'Agostino, o=Town ou=Town Manager, stino@lakeparkflorida. Date:	_

Nadia Di Tommaso, Community Development Director

	1	
Originating Department: Town Manager/Community	Costs: \$ 360K - FY 24 (project completion required by Dec. 20, 2024 therefore, 50% may only be reimbursed in FY 25).	Attachments: -Resolution09-23
Development	Funding Source:	-Redevelopment
	CRA-Grants / Legal #108	Grant Agreement and Exhibit "A" ("Scope of Work"- Itemized
	Acct. # 110-55-552-520-82111	Breakdown/Request/Appraisal/Survey/Renderings/Elevations)
	[] Finance Jeffrey P. Duval Digitally signed by Jeffrey P. Qual Digitally signed by Jeffrey P. Qual Digitally signed by Jeffrey P. Qual Digitally signed signed by Jeffrey P. Qual Digitally Signed by Jeffrey P.	i veyitelideliligs/Lievations/
		-Unconditional Guaranty of Repayment and Performance
		-Liberty Square Tenant Roster
		-LLC Registration and Property Details
		CRA Master Plan Redevelopment Goal

Liberty Square LLC owns the property at 796 10th Street. The LLC's Registered Agent and Managing Partner is Carlo Vernia. Mr. Vernia has owned 796 10th Street since June 2019. Mr. Vernia also owns additional property in the Town and has been monitoring the Town's vision plans and improvements for almost a decade. Mr. Vernia has been tracking the progress and the foresight of the CRA Board, the Town Commission and Town Staff and would like to be part of what he refers to as the 'rennaisance' of Lake Park. This is the primary reason as to why he has invested in purchasing several properties in the Town.

796 10th Street is a key property in our CRA. It is currently home to a variety of tenants (tenant roster is enclosed). Mr. Vernia is interested in reinventing the older 1962 aesthetics into more vibrant, modern and economically stimulating aesthetics. The CRA Master Plan encourages Economic Incentives and other support to projects as a Redevelopment Goal (enclosed for reference).

Mr. Vernia is prepared to invest a minimum of \$720,000 of his own funds into the proposed improvements and is requesting \$360,000 from the CRA in grant assistance funds. An unconditional guaranty of repayment and performance associated with the LLC and him personally will also be executed and recorded with the Agreement. This provides ample protection to the CRA in the event the project is not realized, especially since the entirety will be recorded as a Lien against the property and the property does not have a mortgage or any bank loans, allowing this lien to be first in line. The funds on a reimbursement basis only per the proposed terms and 50% will only be paid if all is completed with a Certificate of Completion in-hand by the end of the term (i.e. no later than 15 months from the date of the approved Grant Agreement - December 20, 2024). The Town Attorney prepared both the Grant Agreement and Guaranty.

The total costs for the improvement, as provided in the enclosed Exhibit A, is summarized as the following:

General Conditions: \$149,586.50 (please refer to the enclosure for additional details)

Overhead and General Contractor Fee: \$184,927.30

Construction Costs (for permit application value): \$853,050

Total: \$1,187,563.80

The property's current estimated market value for 2023 per the property appraiser's website is \$3,015,708 (with an associated \$5,713 in Lake Park operating tax contribution). The property owns additionally provided an appraisal report that is also enclosed in Exhibit A. The appraiser concluded that the final "as completed" value is estimated at \$5,840,000 (resulting in a possible increase in Lake Park operating tax revenue of approximately \$5,500 annually).

Refreshed facades and exterior improvement is intended to serve as an additional economic catalyst to the area, attracting additional tenants and creating more jobs since redevelopment often stimulates more development. Actually, this property's proposal is a result of all the developments and advancements experienced by the CRA/Town over the past few years.

The proposed renderings/elevations are enclosed and are being included as well for quick reference:

Existing Building:



Proposed Facades/Exterior Improvements:









Recommended Motion: I move to APPROVE Resolution ___-09-23.

RESOLUTION NO. : $\frac{71}{1}$ **-09-23**

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE CHAIRMAN TO SIGN A GRANT AGREEMENT WITH LIBERTY SQUARE LLC; AND PROVIDING FOR AN EFFECTIVE DATE.

- **WHEREAS,** the CRA has such powers and authority as have been conferred upon it by Chapter 163, Part III, Florida Statutes; and
- **WHEREAS**, the Property Owner owns the property located at 796 10th Street in the Town If Lake Park, Florida (the Property); and
- **WHEREAS**, the Property Owner is seeking a redevelopment grant from the CRA in the amount of **\$360,000** (the Grant) to be used for the rehabilitation and redevelopment of commercial property it owns at 796 10th Street, Lake Park, Florida; and
- **WHEREAS**, the CRA may only exercise its authority consistent with the powers enumerated in Fla. Stat. § 163.370; and
- WHEREAS, pursuant to Fla. Stat. § 163.360(7)(d), the CRA has determined that its adopted redevelopment Master Plan affords the maximum opportunity for the rehabilitation or redevelopment by private enterprise within the redevelopment area; and
- **WHEREAS**, pursuant to Fl. Stat. § 163.360(9), once a redevelopment Master Plan has been approved, the CRA may then carry out the provisions contained therein; and
- **WHEREAS,** the CRA Master Plan identifies aesthetic improvement grants as an opportunity for the rehabilitation and redevelopment of properties within the community redevelopment area governed by the CRA Master Plan; and
- **WHEREAS**, the CRA's Executive Director has determined that providing the Grant to the Property Owner for "façade/exterior improvements" to the Property Owner's building would further the rehabilitation and redevelopment of property within the redevelopment area and is recommending that the CRA's Board of Commissioners award the Grant to the Property Owner; and
- **WHEREAS,** the CRA Board of Commissioners (the Board) finds that awarding the Grant to the Property Owner based upon the terms set forth in this Agreement is within its powers as set forth in Fla. Stat. § 163.370.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF LAKE PARK COMMUNITY REDEVELOPMENT AGENCY:

- **Section 1.** The foregoing recitals are incorporated herein.
- <u>Section 2.</u> The Commission hereby directs and authorizes the Chairman of the Commission to execute the Redevelopment Grant Agreement with Liberty Square LLC, a copy of which is attached hereto and made a part hereof.
 - **Section 3.** This Resolution shall become effective upon its execution.

REDEVELOPMENT GRANT AGREEMENT

•	THIS REDEVELOPMENT GRANT AGREEMENT ("Agreement") is made this d	ay
of	, 2023, by and between The Town of Lake Park Community Redevelopme	∍nt
Agency	(the "CRA"), having an address at 535 Park Avenue, Lake Park, Florida 33403, a	nd
Liberty	Square LLC, (the "Property Owner") having an address at 796 10th Street, Lake Park, I	FL
33403.		

RECITALS

WHEREAS, the CRA has such powers and authority as have been conferred upon it by Chapter 163, Part III, Florida Statutes; and

WHEREAS, the Property Owner owns the property located at 796 10th Street in the Town If Lake Park, Florida (the Property); and

WHEREAS, the Property Owner is seeking a redevelopment grant from the CRA in the amount of **\$360,000** (the Grant) to be used for the rehabilitation and redevelopment of commercial property it owns at 796 10th Street, Lake Park, Florida; and

WHEREAS, the CRA may only exercise its authority consistent with the powers enumerated in Fla. Stat. § 163.370; and

WHEREAS, pursuant to Fla. Stat. § 163.360(7)(d), the CRA has determined that its adopted redevelopment Master Plan affords the maximum opportunity for the rehabilitation or redevelopment by private enterprise within the redevelopment area; and

WHEREAS, pursuant to Fl. Stat. § 163.360(9), once a redevelopment Master Plan has been approved, the CRA may then carry out the provisions contained therein; and

WHEREAS, the CRA Master Plan identifies aesthetic improvement grants as an opportunity for the rehabilitation and redevelopment of properties within the community redevelopment area governed by the CRA Master Plan; and

WHEREAS, the CRA's Executive Director has determined that providing the Grant to the Property Owner for "façade/exterior improvements" to the Property Owner's building would further the rehabilitation and redevelopment of property within the redevelopment area and is recommending that the CRA's Board of Commissioners award the Grant to the Property Owner; and

WHEREAS, the CRA Board of Commissioners (the Board) finds that awarding the Grant to the Property Owner based upon the terms set forth in this Agreement is within its powers as set forth in Fla. Stat. § 163.370.

NOW THEREFORE, in consideration of the above recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

- **1. Recitals.** The recitals are incorporated herein.
- **2. Grant.** The Board of the Town of Lake Park Community Redevelopment Agency agrees to provide the Property Owner with a one-time Grant in the amount of **\$360,000**. As a condition precedent to the award of the Grant by the Board, the Property Owner shall present receipts which demonstrate that it has already invested **\$720,000** or more of its own funds toward the rehabilitation and redevelopment of the Property.
- 3. Use of Funds, Reimbursement, Time of Completion. The Grant funds shall only be used by the Property Owner for the rehabilitation and/or redevelopment of the Property's building façade and signage; the exterior areas of the building, including landscaping; and those related improvements identified in the scope of work (the Improvements) as set forth in the attached Exhibit "A" which is incorporated herein. The Property Owner shall only be entitled to the reimbursement of a maximum of 50% of the Grant for work associated with the design and construction of the Improvements. Upon the presentation and the CRA's acceptance of receipts associated with the rehabilitation and redevelopment of the Property, the Property Owner shall be entitled to the remaining 50% upon the receipt of a certificate of occupancy or completion. Provided, however, the Property Owner shall only be entitled to the reimbursement of the remaining 50% of the Grant upon the completion of all Improvements as set forth in Exhibit A, and the issuance of a certificate of occupancy or completion by the Building Official within 15 months from the execution of this Agreement.
- **4. Term**. The term of this Agreement is five years (the Term). In order to be entitled to the funds during the Term, the Property Owner shall remain the owner of the Property during the Term. Should the Property Owner elect to sell or transfer ownership of the Property to another entity during the Term, it shall return any funds which the CRA has paid to it.
- 5. **Lien**. Upon the execution of the Agreement by the parties, and prior to the disbursement of any funds from the Grant, this Agreement shall be recorded as a lien against the Property and may be enforced to recover any funds provided to the Property Owner in the event the CRA is required to enforce any of the terms of the Grant. Should the Property Owner fail to comply with any of the terms contained herein, the CRA shall be entitled to immediately seek a money judgement and/or to initiate foreclosure proceedings to collect any funds provided to the Property Owner by the CRA pursuant to the Grant.
- **6**. **Guarantee**. The Managing Member of the Property Owner shall provide the CRA with a personal and corporate guarantee as collateral for the Property Owner's performance of the obligations of this Agreement.
- **7. Assignment.** This Agreement shall not be assigned without the CRA's written prior written consent.
- **8. Amendment.** This Agreement shall not be revised, changed or amended except by a written amendment executed by both parties.
- **9. Governing Law/Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida, without giving effect to choice of law rules. Venue shall be in the federal or state courts located in Palm Beach County, Florida.

- **10. Counterparts.** This Agreement may be executed in duplicate counterparts which when construed together shall constitute a single instrument.
- **11. Severability.** Any provision of this Agreement which is deemed by a court of competent jurisdiction to be ineffective shall not effect or render the remaining provisions of this Agreement unenforceable or invalid.
- **12. Indemnification.** The Property Owner agrees to indemnify and save harmless the Town its elected or appointed officers, employees, agents, and consultants from and against any and all liability, expense, or damage of any kind or nature and from any suits or claims, including reasonable legal fees and expenses, on account of any matter, whether in suit or not, arising out of this Agreement.
- **13. Attorney Fees.** In the event either party is required to enforce the terms of this Agreement, the prevailing party shall be entitled to the reimbursement of its attorney fees.
- **14**. **Successors and Assigns**. This Agreement and the terms herein shall inure to the benefit of and be legally binding upon the parties successors and assigns.
- **15. Notices**. All notices between the parties shall be in writing and be made by certified mail, return receipt requested or by hand delivery at the following addresses:

Town of Lake Park:

Community Redevelopment Agency Attn: Executive Director 535 Park Avenue Lake Park, FL 33403

Liberty Square LLC. 796 10th Street Lake Park, FL 33403 The parties hereto have duly executed this Agreement on the day and year first above written.

TOWN OF LAKE PARK CRA				
Ву:				
Roger Michaud, Chairman				
Liberty Square LLC				
By:				
Its:				

P:\DOC\$\26508\00003\DOC\28J0843.DOC

EXHIBIT A

SCOPE OF WORK



Liberty Square LLC



To,

The Town Of Lake Park

Introducing the all-new Lake Park, Downtown District, a vibrant destination in Palm Beach County where living, working, and leisure merge into a seamless tapestry of modern living. As we embark on a transformational journey, our commercial location is poised to be at the forefront of this exciting vision. Our remodeled space will become the beating heart of the community, a hub of innovation, creativity, and opportunity. By investing in this rebranding, we are not just renovating a location; we are actively shaping the future of Lake Park, propelling it to new heights of prosperity. As the go-to destination for residents and visitors alike, our revitalized space will spark commerce, attract business, and inspire a dynamic social scene. Together, we will forge a new identity for Lake Park, fostering a community where dreams are nurtured, ambitions are fulfilled, and memories are made. Join us in this thrilling journey as Lake Park shines brightly as a true gem in Palm Beach County's crown.

My name is Carlo Vernia, and I am both an investment property owner and a business owner in Lake Park. I own the plaza located at 796-804 10th Street. The vision from the time the building was purchased was to make this a destination place. People from all over will come with their friends and families to visit. I know eventually the area will grow to be like downtown Delray. With all of the new residential homes along the waterway and new and upcoming commercial buildings being built in Lake Park, the vision is getting closer. It has taken a little bit longer than we thought but we are finally here! We are so excited to see all that is happening and will continue to happen and the future of Liberty Square Plaza.

At this time I am seeking grant funding from the town of Lake Park for a facade change to take Liberty Square Plaza to the next level. I would also like to add a beautiful deck that can be used by all the tenants and their customers to enjoy and relax. There will be wifi access. Brooklyn Cupcakes is now open. Customers will be able to sit and eat a meal, have a dessert, enjoy a coffee or they can enjoy a beer from the brewery on a beautiful day. There will be comfortable furniture to relax and socialize. There will be music. Starting this Fall, we plan on having charity events, Art Festivals, and car shows. The possibilities are endless. Please consider helping with the funding of this facade change.

I have included in this package all of the plans and necessary information that was required to move forward for your consideration. Thank you for the opportunity to present this vision to you.

Carlo Vernia

Carlo Vernia

Owner

(914) 906-0905 | qbw700@aol.com

STRUCTURA Development

Structura Development LLC. CBC1266416 461 Springdale Cir Palm Spring, FL 33461 (561) 301-7316



PREPARED FOR:

Liberty Square LLC. 796 10th Ave, Lake Park (914) 906-0905 qbw700@aol.com

PREPARED BY:

Structura Development LLC.
461 Springdale Cir
Palm Spring, FL 33461
(561) 301-7316
Structuradevelopment@gmail.com

SCHEDULE OF VALUES

Liberty Square LLC.

Divisions	Description	Cost
Division 1	General Conditions	\$149,586.50
Division 2	Site Work	\$27,000.00
Division 3	Concrete	\$80,500.00
Division 4	Masonry	\$178,500.00
Division 5	Metals	n/a
Division 6	Wood & Plastics	\$61,800.00
Division 7	Thermal & Moisture	\$16,500.00
Division 8	Doors & Windows	\$354,250.00
Division 9	Finishes	\$124,000.00
Division 10	Specialties	n/a
Division 11	Equipment	n/a
Division 12	Fire Suppression	n/a
Division 13	Plumbing	n/a
Division 14	HVAC	n/a
Division 15	Electrical	\$10,500.00

Overhead and GC Fee	\$184,927.30
Total Project Cost	\$1,187,563.80

Note: Costs may fluctuate, but minimum investment by the Property Owner is \$720,000.

General Conditions = \$149,586.50 Overhead and GC Fee = \$184,927.30 Construction Costs (for permit application) = \$853,050

SCOPE CLARIFICATIONS

Below is a list of clarifications organized by division and include the scope of work and any exclusions.

This Bid is based on the drawings dated: Tue, Feb 21, 2023, 5:30 pm

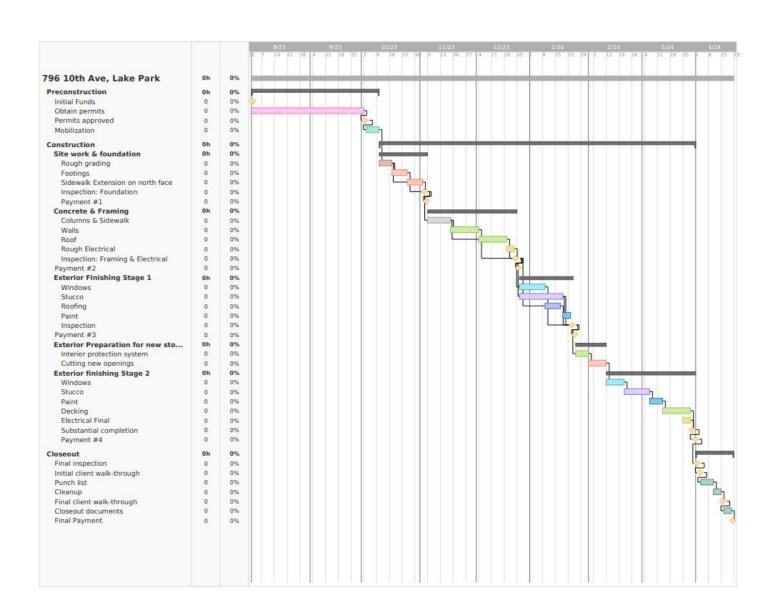
Division	Scope of Work
General Conditions	 Includes the Following: Permitting fees. Project management throughout the project. Dumpster rental throughout the project. Temporary toilets throughout the project. Equipment Rental. Jobsite storage throughout the project. Project cleanup. Bonding and Insurance.
Site Work	 Includes the Following: Demolition in specific areas. Asphalt Removal in the north face of the building. Concrete cutting. Excavation for column footings. Site grading and preparation for concrete pouring. Temporary walls for interior protection of tenants occupying the units subject to modifications. Exterior wall cutting for new storefronts.
Concrete	 Includes the Following: Concrete pouring for footings, columns and beams. Concrete pouring for sidewalk extension.
Masonry	Includes the Following: • Column construction. • Façade structure construction.

		Item 2.
Metals	Includes the Following:	
	Rebar	
	Aluminum Roof System	
Wood & Plastics	Includes the Following:	
	New exterior deck.	
Thermal & Moisture	Includes the Following:	
	 Roofing for new façade structures. 	
	 Any necessary roof patching due to the new construction. 	
Doors & Windows	Includes the Following:	
	 Windows for façade Structures. 	
	 New and replacement storefront windows. 	
	Replacement of storefront doors.	
Finishes	Includes the Following:	
	 New Stucco for all the new and existing façade of the building 	ng.
	 Exterior wall tile on specified areas. 	
	 Exterior painting of the new façade of the building. 	
Specialties	Includes the Following:	
	• N/A	
Equipment	Includes the Following:	
	• N/A	
Fire Suppression	Includes the Following:	
	• N/A	
Pluming	Includes the Following:	
	• N/A	
HVAC	Includes the Following:	
	• N/A	
Electrical	Includes the Following:	
	 Electrical line for the new deck's lighting. 	

Exclusions:

GANTT CHART SCHEDULE

A full Gantt Schedule will be completed and will be available to all involved with the project from day one until completion. Attached to this proposal is a preliminary Gantt Schedule.



THANK YOU!

We look forward to working with you on your construction project and can't wait for you to see the final product. You will not be disappointed with Structura Development.

(561) 301-7316

A SUMMARY NARRATIVE APPRAISAL REPORT OF

A Shopping Center aka Liberty Square

ADDRESS 796 10th Street Lake Park, Florida

PREPARED FOR
Liberty Square LLC
c/o Carlo Vernia
724 Sandy Point Lane
Palm Beach Gardens, Florida 33410



EFFECTIVE DATE June 15, 2023

PREPARED BY
MICHAEL VINCENT JOHN SPAZIANI
Michael Vincent John Spaziani, BA, MABA, AMD, MSA, MNAA
State Certified General Real Estate Appraiser RZ1167
State Licensed Real Estate Broker 462488
2875 South Ocean Boulevard
Palm Beach, Florida 33480

COMMERCIAL AND RESIDENTIAL REAL ESTATE APPRAISERS 2875 SOUTH OCEAN BOULEVARD SUITE 200 PALM BEACH, FLORIDA 33480

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Item 2.

MICHAEL VINCENT JOHN SPAZIANI, P.A.

LETTER OF TRANSMITTAL June 15, 2023

Michael Vincent John Spaziani, BS, MBA, AMD, MSA, MNAA 2875 South Ocean Boulevard Suite 200 Palm Beach, Florida 33480

Liberty Square LLC c/o Mr. Carlo Vernia 724 Sandy Point Lane Palm Beach Gardens, Florida 33410

Job Number: 23-190

To Whom It May Concern:

The following narrative appraisal presented in a summary format has been prepared to comply with the reporting guidelines of the Appraisal Institute, those of the Appraisal Foundation and the State of Florida.

The subject property is improved with one (1) shopping center building containing a total of 26,182 square feet. This is a one-story Class "C" retail shopping center presently being leased by six tenants. The building is in very good condition and above average quality construction and was built in 1963 and has been renovated over the last five years. The building sits on 2.29 acres of land +/- with 239 feet of frontage on 10th Street.

The tenants within the building are on various term leases which are explained in detail in the Income Approach of this report. A detailed study of shopping center rents and sales were derived from the market. Market rates will be used in this appraisal to estimate the market value via the Income Approach and the Sales Comparison Approach. The Cost Approach was added for insurance purposes only, no weight was placed on the Cost Approach due to the difficulty of estimating the long-lived depreciation on a shopping center that has been recently renovated.

The purpose of the appraisal is to estimate the Market Value of the subject as of June 15, 2023 for internal decision making. The intended user is Liberty Square LLC, etal and the intended use is to determine the market value for internal decision making regarding a proposed construction to the shopping center.

Item 2.

MICHAEL VINCENT JOHN SPAZIANI, P.A.

LETTER OF TRANSMITTAL (Continued)

The final indicated "as is" value as of June 15, 2023 via the Sales Comparison and the Income Approach is \$4,450,000 and \$5,840,000 "as completed as per plans and specifications".

Sincerely,

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Michael Vincent John Spaziani

Michael Vincent John Spaziani, BS, MBA, AMD, MSA, MNAA Cert. Gen. RZ1167 State Certified General Real Estate Appraiser RZ1167 Licensed Real Estate Broker BK 462488

CERTIFICATION

- 1) The statements of fact contained in this report are true and correct.
- 2) The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and is my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- 3) I have no present or prospective interest in the property that is the Subject of this appraisal report, and I have no personal interest or bias with respect to the parties involved.
- 4) I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- 5) My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- 6) My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value of direction in value that favors the cause of the client, the amount of value, opinion. The attainment of a stipulated results, or the occurrence of a subsequent event directly replated to the intended use of the appraisal.
- 7) The reported analyses, opinions, and conclusions were developed, and this review report has been prepared, in conformity with the requirements of the Code of Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute and the Uniform Standards of Professional Appraisal Practice (USPAP)
- 8) The use of this report to the requirements of the Appraisal Institute and the State of Florida relating to review by its duly authorized representatives.
- 9) Michael Vincent John Spaziani has made a personal inspection of the property that is the subject of this report.
- 10) No one provided significant professional assistance other than the person signing the report.
- 11) Michael Vincent John Spaziani has not performed any services, as an appraiser, regarding the subject of this report within the three-year period immediately preceding acceptance of this assignment.

The final indicated "as is" is: \$4,450,000 "as completed": \$5,840,000

Michael Vincent John Spaziani

Michael Vincent John Spaziani, BS, MABA, AMD, MSA, MNAA

Cert. Gen. RZ1167

State Certified General Real Estate Appraiser RZ1167

State Licensed Real Estate Broker BK462488

Statement of Limiting Conditions and Certifications

- 1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is valued on the basis of it being under responsible ownership.
- 2. Any sketch provided in the appraisal report may show approximate dimensions of the improvements and is included only to assist the reader of the report in visualizing the property. The appraiser had no survey of the property.
- 3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless I have been given specific arrangements to do so beforehand, or as otherwise required by law.
- 4. Any distribution of valuation between land and improvements in the report applies only under the existing program of utilization. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
- 5. The appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous waste, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. This appraisal report must not be considered an environmental assessment of the subject property.
- 6. The appraiser obtained the information, estimated, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
- 7. The appraiser will not disclose the contents of the appraisal report except as provided in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws
- 8. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
- 9. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgage or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency or instrumentally of the United States or any stare or District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service (s) without having to obtain the appraiser's written consent. The appraiser's written consent and approval must be also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.
- 10. The appraiser is not any an employee of the company or individual (s) ordering this report and compensation is not contingent upon the reporting of a predetermined value or direction of value or upon an action or event resulting from the analysis, opinions, conclusions, or the use of this report. This assignment is not based on a required minimum, specific valuation, or the approval of aloan.

COMMERCIAL AND RESIDENTIAL REAL ESTATE APPRAISERS 2875 SOUTH OCEAN BOULEVARD SUITE 200 PALM BEACH, FLORIDA 33480

APPRAISAL REPORT

This is an appraisal which is intended to comply with the reporting requirements set forth under the Uniform Standards of Professional Appraisal Practice (USPAP). As such, it presents discussions of the data, reasoning and analysis that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning and analysis is summarized in this report and /or retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated within this report. The appraiser is not responsible for the unauthorized use of this report.

Subject Property

Tax Parcel Number 36-43-42-20-06-001-0010

Client: Liberty Square LLC, c/o Mr. Carlo Vernia

Appraiser: Michael Vincent John Spaziani, BS, MABA, AMD, MSA, MNAA

Cert. Gen. RZ1167

State Certified General Real Estate Appraiser RZ1167

State Licensed Real Estate Broker BK462488 2875 South Ocean Boulevard, Suite 200

Palm Beach, Florida

33480

Subject Property Owner: Liberty Square LLC

Legal Description: City Square Tr A (Less Northerly 277 ft) Meas Along E LI

Purpose of the Appraisal: The purpose of the appraisal is to provide an opinion of Market

Value of the Subject Property, as of June 15, 2023.

Intended Use and User of the Report: The intended use of this appraisal is to provide an opinion of

market value of the Subject property to the client to render a

decision relative to an asset valuation. The valuation

assignment was developed consistent with the scope specified by the client. The intended user of this appraisal report is

Liberty Square LLC, its successors or assigns.

Interest Appraised: The property rights appraised are the unencumbered Leased

Fee Estate of the Subject Property.

Leased Fee Estate: "An ownership interest held by a landlord with the right

of use and occupancy conveyed to a tenant by a lease".

SUITE 200

PALM BEACH, FLORIDA 33480

Estimated Marketing Time & Exposure Time:

Exposure time relates to the time preceding the appraisal date that the Subject hypothetically would have been offered on the market prior to a hypothetical sale on the effective date of the appraisal. Marketing time is the time required to sell the property after the appraisal date. Please see the charts in the rear of this appraisal, regarding length of marketing time & exposure time.

In estimating the marketing period for the subject, discussions were held with local real estate professionals including brokers and property managers specializing in the Subject's area. Based on discussions with brokers and other professionals in the market, a marketing time and exposure time is estimated at 2 to 4 months which is considered reasonable, assuming the marketing is done by an experienced broker at a reasonable price.

Five Year History: Sales Date Price OR Book/Page Sale Type

June 2019 \$1,775,000 30693/00075 WD

Flood Plain Information Zone "X", Community Panel 12099 CO387, 10/05/2017

Subject is NOT in the flood Plain

Effective Date of the Appraisal: 06/15/2023

Date of the Appraisal Report: 06/15/2023

Date of Inspection: 06/15/2023

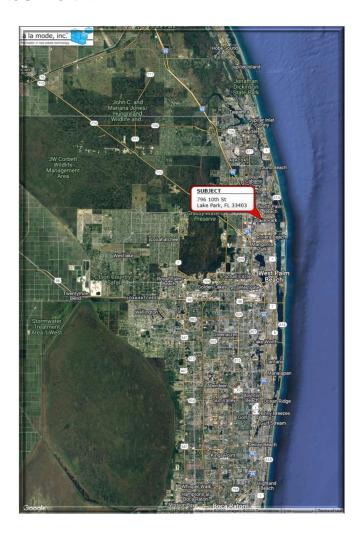
Indicated Values: "As Is"

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Cost Approach: \$4,530,000 Sales Comparison Approach: \$4,720,000 Income Approach: \$4,180,000 Final Indicated Value: \$4,450,000

Indicated Value "As Completed" \$5,840,000

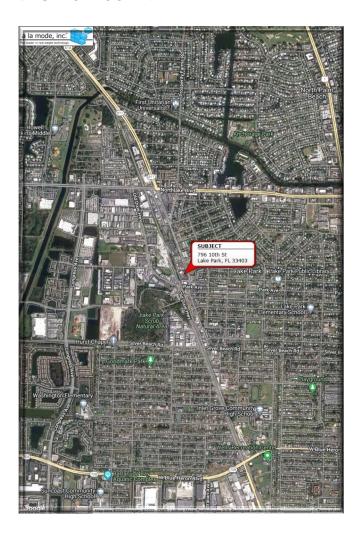
LOCATION MAP



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NEIGHBORHOOD MAP

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AERIAL OF SUBJECT PROPERTY



Definition of Market Value:

The most probable price which a property should bring in a competitive and open market under all condition's requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit is this definition in consummation of a sale as of a specified date and passing of title from seller to buyer under conditions whereby.

- 1) Buyer and sellers are typically motivated;
- 2) Both parties are well informed or well advised and each acting in what they consider their own best interests;
- 3) A reasonable time is allowed for exposure in the open market;
- 4) Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- 5) The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Federal Reserve System, 12 CFR Parts 208 and 225, Sec 225.6

Scope of the Appraisal

This report is intended to comply with the reporting requirements set forth in the Uniform Standards of Professional Appraisal Practice for an appraisal report. As such, it presents discussions of the data, reasoning, and analysis that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentations concerning the data, reasoning. Analyses are retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated in this appraisal report. The appraiser is not responsible for the unauthorized use of the report.

In formulating this report, the appraiser personally inspected the Subject Property and the sales comparable. All sales comparable were verified with an interested party. The search for data was concentrated primarily in the Subjects immediate area, using similar design, condition, and quality construction office buildings.

This report will provide the appraiser's opinion of market value "as though vacant and improved" of the Subject Property and will be abbreviated format, with complete sales information contained herein. This report will contain charts summarizing the comparable properties.

The Market Value Estimate will be derived by considering the Sales Comparison Approach and the Income Approach. The Cost Approach was included for insurance purposes only.

In completing this assignment, the appraiser has engaged in original research of sales and general trends in the marketplace. Data has been gathered various sources, including public records, are brokers, appraisers, property owner, LoopNet, MLS, Showcase and published sources.

COMMERCIAL AND RESIDENTIAL REAL ESTATE APPRAISERS 2875 SOUTH OCEAN BOULEVARD SUITE 200 PALM BEACH, FLORIDA 33480

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REGIONAL DATA

The subject property is located within Palm Beach County, Florida. Palm Beach County is located along the southeast "Gold Coast" of Florida and is the second-largest county in the state and seventh in the nation with a land area of 2,386 square miles, of which roughly 20% is within Lake Okeechobee and other wetland areas.

The county is rectangular-shaped and is bounded on the east by the Atlantic Ocean, on the west by Glades and Hendry Counties, on the south by Broward County and on the north by Martin County. The geographic center of the county is 67 miles north of Miami and 171 miles southeast of Orlando. Elevation averages 15 feet above sea-level. Natural habitat, moving east to west, includes coastal beach dune ecosystems, pine flatlands and freshwater wetland areas.

The County includes 45 miles of coastline and an average year-round temperature of 75 degrees. Average temperature ranges from a low of 65 degrees in January to 83 degrees in August. Winter temperatures are moderated by the Gulf Stream warm water current less than two miles offshore. These conditions have proven favorable for tourism, agriculture and population in-migration.

Education

For 2020 the Palm Beach County school system ranks as the 5th largest in Florida and the 11th largest in the nation with 174,866 students enrolled. There are number of public schools including 109 elementary schools, 33 middle schools, 23 high schools, and 41 charter schools. Overall enrollment has risen with the increase in the population over the last year. There are a number of larger private schools serving the Palm Beach County from preschool through 12th grade.

Transportation

Roads in the county essentially run east-west and north-south, forming a grid system over the eastern one-third of the county. Roadways that extend beyond the county's borders include State Road 80, State Road 710, Interstate 95 and the Florida Turnpike.

State Road 80 connects coastal Palm Beach County with the Glades and the west coast of Florida. This roadway was widened to four lanes from West Palm Beach to Belle Glade several years ago.

State Road 710 (Beeline Highway) runs from the West Palm Beach area of Palm Beach County and travels northwest into Martin County.

Interstate 95 is an interstate highway running from Florida to Maine. It serves as the main north/south artery in the county, transporting over 145,000 cars per day.

Florida's Turnpike is a toll road running from Wildwood to Miami. It serves a mix of tourist and local traffic. The Turnpike is generally parallel and to the west of Interstate 95. Several exits and all of the rest stops have recently undergone renovation.

Rail transport is via two carriers, the Florida East Coast Railway and Seaboard Systems Railroad. Both lines are primarily freight oriented with limited passenger service via Amtrak.

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There are five public general aviation airports in Palm Beach County and eight private airfields. The largest, Palm Beach International is centrally located southwest of the city of West Palm Beach and is served by every major airline. The Palm Beach Airport had a total 5,769,583 passengers for the twelve-month period. The largest passenger carrier for the twelve-month period was Jet Blue and Delta Airlines.

Economy

Palm Beach County's population was 1,482,900 people in 2020. Tourism is one the major economic drivers in Palm Beach County. The county employs more than 50,000 people and contributes more than 2.6 billion annually to the economy. Hotels have experienced an increase in revenues over the last year with the pandemic what appears to be under-control.

Palm Beach County Office Market

High Population Growth and Tenant Demand

The Palm Beach County office market stood strong in the first quarter of 2022, with steady population growth, a decreased unemployment rate, and an influx of new tenants entering the market. These factors coupled with tenants returning to the office spurred healthy fundamentals throughout the County. Despite a steady flow of new supply over the past five years, absorption has remained positive for the past four quarters. Similarly, the vacancy rate stood at 9.6 percent, a 200-basis point drop year over- year. Palm Beach County stands out among the tri-county area for population growth over the past few years, and the forecasts expect that trend to accelerate further in 2022. As more companies continue to move into South Florida and housing prices continue to surge further south, Palm Beach may continue to sustain the highest population growth providing a workforce to support a healthy office market too.

Key Takeaways

- Q1 2022 ended with positive net absorption as it prepares for 702,000 square feet of new office supply currently under construction.
- The vacancy rate was stabilized and stood at 9.6%, a 200-basis point drop YOY.
- Palm Beach County is the strongest among the tri-county region in terms of the population growth rate forecasted for 2022.

PALM BEACH COUNTY SALES

Investment sales in Palm Beach County continued an upward trajectory in the first quarter, despite a slight uptick in interest rates. The largest office sale in the first quarter of 2022 was the Parmenter Realty Partners' purchase of the 224,663 square foot Fairway Office Center for \$81 million, or \$361 per square foot. The second largest sale was the joint venture with Related Companies, Key International and Wexford Real Estate Investors paying \$35 million, or \$270 per square foot, for the 129,253 square foot Reflections Buildings I & II. As the global financial markets cause the market to hit an inflection point there may be a little trepidation and pause among some investors. However, the strength of Palm Beach's office market, as well as population and employment growth, positions it well to capture the attention of more opportunistic buyers.

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PALM BEACH COUNTY OFFICE MARKET (Continued)

Executive Summary

In the first quarter of 2022, office market fundamentals in Palm Beach County continued to strengthen. Asking rental rates in the market experienced an increase of 4.9 percent year-over-year, ending the first quarter at \$37.59 per square triple net. In stark contrast, Class A asking rental rates in the West Palm Beach Central Business District (CBD) increased 27.4 percent year-over-year, ending the first quarter at \$71.47 per square foot. Continued demand for space has been pushing rental rates and stimulating a steady flow of new construction.

At the end of first quarter, there was a total of 700,000 square feet of new supply under way. With steady leasing activity and vacancy rates dropping lower than pre-pandemic levels, it's expected that new deliveries will get absorbed quickly. As rents continue to climb in the West Palm Beach CBD, many tenants looked for high-quality space outside of the urban core. The largest lease in the first quarter of 2022 was the 120,000 square foot lease signed by Unified Physicians Management at 1751 N Military Trail in Boca Raton. The second largest lease was the 48,899 square foot renewal signed by K. Hovnanian Companies in Quantum Park. Additionally, Polen Capital Management renewed 42,277 square feet at Lynn Financial and Industrious signed a new 27,128 square foot lease at Esperante Corporate Center.

PALM BEACH RETAIL STUDY

The Palm Beach County Retail Market remained stable with a 3.4% vacancy unchanged from a year ago. Due to continued tenant demand, leasing activity totaled 338,000 square feet in Quarter 1 of 2023. Rental rates continued to climb and jumped up to \$30.40 per square foot triple net, an increase of 4.5% over the last year.

The Palm Beach County Retail market started 2023 on a strong footing; market with rising rental rates and healthy demand. Although there are some concerns over economic uncertainty, South Florida continues to attract new retailers with continued population growth and strong tourism. It's anticipated that this dynamic will keep the retail markets across the tri-county region afloat, despite a looming downturn in the US economy.

Historic Comparison

Year	22Q1	22Q4	23Q1	
Total Inventory	65,060	65,166	65,303	thousands of SF
New Supply	141.1	13.9	136.1	thousands of SF
Net Absorption	456.1	68.4	135.4	thousands of SF
Overall Vacancy	4.1%	3.4%	3.4%	
Under Construction	435.6	618.8	545.9	thousands of SF
Leasing Rates (NNN)	\$27.11/sf	\$29.10/sf	\$30.40/sf	(NNN)

Based on continued interest from new-to-market retailers wanting to open flagship locations in South Florida, its expected that the 545,900 square feet currently under construction will get absorbed quickly upon completion.

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Significant leasing activity was seen throughout the first quarter of 2023 with the largest lease of the quarter being SkyZone signing a new 27,000 square foot lease at Catalina Centre. True Treasures Consigned Furniture & Home Décor signed a 12,000 square foot lease at PGA Professional and Design Center in North Palm Beach. TRX, a fitness company, also signed a new lease for 11,762 square feet of office and gym space, moving their headquarters from San Francisco to Delray Beach, one of many retailers opening a flagship location in South Florida.

In the first quarter of 2023, retail sales continued to trade in Palm Beach County. The largest purchase of the quarter was the Shoppes at Golf, which sold to Boynton Trail Shopping Center for \$41,000,000 or \$524 per square foot. A five-property portfolio of the Leviathan Buildings purchased Soloviev Group in Delray Beach submarket of \$32,000,000 and the purchase of Walgreens in Palm Springs/Lake Worth for \$6,200,000 or \$447 per square foot.

With retail supply dwindling amidst heavy demand, South Florida retail landlords have picked up on the trend of "rightsizing by resizing stores". This concept has gained attention of big retailers who are creating innovative ways to expand their reach to consumers, through down-sized, small format, brick and mortar stores. With 37 percent more on-line shoppers in 2022 than in 2021, retailers are starting to lean on in-person shopping experiences, such as using storefronts to serve as hubs of digital fulfillment, in order to continue to draw in crowds. Other benefits include the ability to experiment with new brand concepts, encourage impulse purchases and increase cost efficiencies with smaller footprints. Most of the storefront players are big-box retailers include Target, Green wise by Publix, Market by Macy's and Bloomies by Bloomingdales. This trend is expected to continue through 2023 and beyond, as economic uncertainty will continue to push retailers into cost effective, consumer focused, ways to draw in more customers. As such, landlords are breaking down big box floorplans into smaller footprints to accommodate the demand.

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	# Buildings	Inventory (SF)	,	Net Absorption	Rent (NNN)
	100	2,814,457	6.3%	(2,798)	\$33.19/sf
Delray Beach	172	6,580,632	3.4%	(12,047)	\$31.55/sf
N Palm Beach	198	9,271,980	3.4%	(16,571)	\$36.48/sf
Palm Beach	27	767,862	3.7%	2,988	\$77.22/sf
WPB CBD	38	1,731,549	.6%	5,750	\$48.86/sf
Suburban					
Boca Raton N	13	436,437	.4%	(1,950)	\$45.00/sf
Boca Raton W	97	5,726,750	1.8%	(9,016)	\$39.78/sf
Boyn/Lantana	189	9,221,439	3.4%	(7,920)	\$23.86/sf
Jupiter	96	3,788,186	2.1%	70,676	\$25.60/sf
PB County	76	3,208,748	3.3%	51,685	\$27.16/sf
PSprings/LW	38	1,729,653	3.0%	(2,840)	\$20.75/sf
RPB/Welling	110	7,130,142	5.6%	(31,078)	\$26.18/sf
West Palm B	295	12,878,943	3.3%	88,496	\$26.57/sf



Outlook.

Retail real estate's post-pandemic revival has held up firmly despite unease about a potential recession, high inflation and interest rates, and broader financial market volitivity. Near-term challenges have not yet deterred retailers from seeking out the value that physical retail locations provide in terms of profitability and customer acquisition over the long term.

No two recessions are the same, and a potential downturn in 2023 would have very different implications for retail real estate compared to past cycles. For example, household debt burdens, as a share of income, are about 20% below where they were prior to the global financial crises in 2007, meaning that a widespread consumer crisis is unlikely. Retailers' financial health is also in a better position, as we saw many troubled brands restructure prior and during the pandemic. Additionally, the rapid rise of e-commerce that disrupted retail CRE from 2010-2019 has become a more integrated part of retailer's sales strategies, so the threat to store demand is significantly lower. Despite the uncertain economic climate, retail is at low risk of major disruption over the next few years.

LAKE PARK COMPREHENSIVE PLAN

Ensure that the historic small-town character of Lake Park is maintained, while fostering development and redevelopment that is compatible with and improves existing neighborhoods and commercial areas. The Town shall maintain and seek opportunities to improve its ability to provide: (1) a full range of municipal services; (2) diversity of housing alternatives consistent with existing residential neighborhoods; (3) commercial, industrial and mixed-use development opportunities that will further the achievement of economic development goals; and (4) a variety of recreational activities and community facilities oriented to serving the needs and desires of the Town. Various land use activities, consistent with these Town character parameters, will be located to maximize the potential for economic benefit and the enjoyment of natural and man-made resources by residents and property owners, while minimizing potential threats to health, safety and welfare posed by hazards, nuisances, incompatibles land uses and environmental degradation.

Future growth and development shall be managed through the Future Land Use Plan Map and Comprehensive Plan, as implemented by land development regulations which: (1) coordinate future land uses with appropriate topography, soil conditions and the availability of facilities and services; (2) encourage the prevention, elimination or reduction of uses inconsistent with the Town goal statement and future land use plan; and (3) encourage redevelopment, renewal or renovation that maintains or improves existing neighborhoods and commercial areas; (4) facilitate the achievement of economic development, historic preservation, resource preservation, and other key goals; and (5) discourage the proliferation of urban sprawl. New, revised, or redeveloped uses of land shall be consistent with the designations shown on the Future Land Use Map (FLUM).

The achievement of the maximum density or intensity on a development or redevelopment site, and all development and redevelopment approvals, shall be contingent upon, and limited by, the provision of data and analysis that demonstrates the ability to meet adopted Level of Service Standards in the short term (five-year) planning horizon. Improvements necessary to achieve the Level of Service Standard as a result of development or redevelopment must be programmed in the Five-Year Capital improvements schedule as condition for the development approval. It is the Town's intent to promote development and redevelopment in accordance with the Future Land Use Plan Map over a 20-year long-range planning period, and only to permit development or redevelopment when services are in place or planned to meet the increased demand, in accordance with the concurrency management system.

Concurrency, site constraints, and other factors will ensure that redevelopment happens in a deliberate and controlled manner and may inhibit the developers' ability to achieve maximum build-out.

New Development in Lake Park

Boaters at the Lake Park Marina see a significant change to the small-scale neighborhood as the town pushes for more development along U.S. 1. The project's name is Nautilus 220, and the town hopes the \$180 million development will jumpstart its vision for what its waterfront will be one day: an area with restaurants, shops and sky-scraping luxury condos walkable from the town's neighborhoods.

Anyone driving north on U.S. 1 today will see Nautilus 220 at Cypress and Lake Shore drives, just west of the town marina. The project sits opposite strip malls that give way to seven blocks of single-family homes to the west of U.S. 1.

A gas station, St. Mark's Thrift Store and a Dunkin' will one day be the immediate neighborhood where residents of the 330 luxury condos next door will walk their dogs when the development opens in late 2023.

Lake Park changed master plan, zoning code to allow for towers

The project signals a new vision for Lake Park's waterfront. It's one that Community Development Director Nadia DiTommaso said the town negotiated with developers in order to achieve.

Lake Park amended its comprehensive plan, which previously didn't allow for buildings taller than eight stories, in order to pave the way for Nautilus 220. It made changes in its zoning code and allowed new levels of density for the project.

Nautilus 220 promises \$2 million in property taxes each year, a contribution that will make up 16% of the town's current annual budget of \$12 million.

Money has already begun to flow in from the project. Boca Raton-based Forest Development paid the town \$1.8 million to go toward public improvements just days after its site plan was submitted, DiTommaso said. Nautilus 220 will be the firm's first development in Palm Beach County, said Peter Baytarian, Forest Development's managing partner.

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O'Rourke said that money will pay for improvements at the public parks around town, including those such as Bert Bostrom Park that are far from the project site and in neighborhoods where a majority of the town's Black and Hispanic residents live.

"Those are huge numbers for a small town like ours," O'Rourke said. "This gives us the opportunity to work to make that area a real part of our community and have them share in all the benefits."

Developers also will pay \$2.1 million in permitting fees to the town, which O'Rourke said will fund new programs and services the town couldn't afford to put on in the past, such as youth activities, park developments and a potential workforce housing program.

Besides taxes, business leaders are taking notice of the development and what it means for jobs in Lake Park. "With an estimated \$750 million in economic impact for our northern region, including the creation of 1,850+ direct and indirect jobs, we believe Nautilus 220 will be a transformational development for the Town of Lake Park and Palm Beach North as a whole," Noel Martinez, CEO of the Palm Beach North Chamber of Commerce, said in a written statement about the project.

At the same time, the project represents a stark departure from the quiet, small-town-feel Lake Park has long enjoyed. "People have mixed feelings about the development," DiTommaso said. "They want to make sure that the small-town character and feel is retained over time."

Nautilus 220 will cast shadows over homes to its west in the morning and at the Lake Park Marina in the evening. The building will have condos that range from one to four bedrooms that are estimated to cost between \$600,000 and \$3 million.

The top penthouse units will have private terraces and plunge pools — small pools equipped with motors so swimmers can work against moving water. Baytarian said a penthouse unit sold for just under \$4 million, and he said a majority of pre-construction buyers are coming from New York, New Jersey and the Boston area.

The building will be the tallest development in Lake Park, but it will mirror tall condo developments across the Intracoastal Waterway on Singer Island. Tiara Condominiums, a 42-floor building, and Eastpointe 1, which has 22 floors, are among two dozen buildings that will dot the horizon from the balconies at Nautilus 220.

The collapse of Champlain Towers South in Surfside has government officials across South Florida discussing the safety of high-rise condominium buildings, especially those like Nautilus 220 that are near the water and that could be vulnerable to storms and other weather conditions.

As the new investment comes in, boaters may struggle to recognize the small-scale neighborhood around the marina, where some of them have been docking since the mid-1950s.

O'Rourke said Nautilus' location is important because it "holds in place the history" of Lake Park by not displacing entire neighborhoods. "This is a change in what the town had been used to, but it

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all takes place in commercial areas and it doesn't really disturb the residential areas of our town," he said.

Forest Development planned to buy two residential properties and four commercial properties to make way for the project.

A New mixed-use development along Park Avenue and a portion of 10th Street is noted within Municode and explains alternatives to the small commercial development already in this area. There is some interest in this development as one project on the corner of 10th and Park is under review in the Planning Department according to Anders, Planner of Lake Park. Detailed explanation of the mixed-use development can be found in Municode.

LAKE PARK DEMOGRAPHICS

Originally incorporated in 1923 as Kelsey City, the city was renamed in 1939 to the Town of Lake Park. The Town of Lake Park is a political subdivision of the State of Florida with a population of 8,505 residents (U.S. Census Bureau, 2018 estimate), ideally located in the southeastern part of the State on the Atlantic Intracoastal Waterway. The Town is primarily residential but has several types of light industry, commercial and retail businesses and shopping centers.

The Town of Lake Park operates under a commission-manager form of government. Policymaking and legislative authority are vested in a governing commission consisting of the Mayor, Vice-Mayor and three Commissioners. The governing body is responsible for, among other things, passing ordinances, adopting the budget, appointing committees, and hiring both the Town Manager and Town Attorney. The Town Manager serves as the Chief Administrative Officer for the Town and is responsible for day-to-day operations, including the hiring, discipline, and firing of all town employees.

In 2008, the Department of Justice of the United States filed a civil action against the Town alleging that the then current at-large method of electing the Commissioners for the Town, enhanced by the use of staggered terms and designated posts, resulted in black citizens of the Town having less opportunity than white citizens to participate in the political process and elect candidates of choice in violation of Section 2 of the Voting Rights Act of 1965.

Subsequent to the end of Fiscal Year 2009, as a result of the Department of Justice Consent Decree with the Town, which requires that the Town change the manner in which candidates for Commission seats are elected by imposing a method known as "Limited Voting", an ordinance was adopted to amend the Charter to reflect this change. The seat of Mayor is elected in one election year and the four remaining commissioners are elected in the next election year, with no election occurring in the third year. The Mayor and Commission members are elected on a non-partisan basis. There are no term limits for elected officials.

The Town of Lake Park provides a full range of services, including building inspections, code enforcement, residential and commercial sanitation service, a public library, recreation and cultural events. Police and fire protection are contracted through Palm Beach County. Water and sewer service is provided through the Seacoast Utility Authority.

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The Town's financial statements also include the Lake Park Community Redevelopment Agency (CRA); a dependent special district established by the Town, under authority granted by Florida Statute 163, Section III. The Town is financially accountable for the CRA which is included in the Town's financial statements as a blended component unit reported in a governmental (special revenue) fund, the CRA Fund.

The Town is required by State law to adopt an annual budget for the general fund. The annual budget serves as the foundation for the Town's financial planning and control. The budget is prepared by fund, function (e.g., public safety) and department (e.g., police). The Town Manager may transfer resources within a department or fund up to \$10,000. Budgetary transfers require the approval of the Town Commission for any of the following: transfers above \$10,000, transfers between funds, transfers from Unassigned Fund Balance, or transfers from the Town's Contingency Account.

LOCAL ECONOMY

The Town's economic growth continues to be stable over the last few years. Property values increased dramatically throughout Palm Beach County and the Town of Lake Park between the years of 2021 through 2023. The taxable value of property within the Town decreased 6.3% in 2009, mainly due to the passage of Amendment One (Property Tax Reform), an additional 15.6% in 2010 due to the economic downturn, and values dropped an additional 18.3% in 2011, and 5.5% in 2012. The taxable value has recovered 3.90% in 2013, 7.1% in 2014, 9.1% in 2015, 10.1% in 2016, 8.6% in 2017, 6.14% in 2018, 8.6% in 2019, 7.3% in 2020 and 5.79% in 2021. The relationship of commercial assessments compared to residential assessment has historically been around 50/50, but with the decline in the housing market, this relationship has shifted to approximately 54/46. The Town is experiencing the buildout of some of the remaining vacant parcels but does not anticipate any significant changes in the type of development that will occur. It is anticipated that redevelopment and reuse of existing structures will eventually take place and that the Town will continue to diversify is tax base. The decline in both commercial and residential assessments appear to have been reversed.

The Town continues to look for ways to provide essential services to the public in the most cost efficient, effective way without the health, safety and welfare of the community being compromised. The use of one-time sources of revenue for recurring expenditures is not an option given the modest level of reserves and the threat of hurricanes an annual possibility. Alternative sources of revenue and possibly increased fees will be explored for future budgets.

With the arrival of Covid in March of 2020, the Town became adept at changing the way it conducted day to day business to cope with the restrictions, quarantine notices and business closures that occurred. Staff from all departments and funds stepped up to the challenge and continued to provide quality service to the Town's residents.

The Community Redevelopment Agency (CRA) purchased commercial property in 2008, located at 800 Park Avenue, was refurbished and was used as an art studio and gallery for a period in 2010 and 2011. In 2012 the building was leased to The Artists of the Palm Beaches who are to provide free

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classes, have monthly exhibits, and use the building as the group's base of operations. Currently, the building is now operating as the Recreation Center for the Town of Lake Park. The building will host various recreation programs including summer camp. Improvements have continued for the downtown alleyways; in 2012 completing the alleyway between 7th and 8th streets south of Park Avenue. There are several incentives included in the CRA Plan including; façade improvement grants and limited business development loan programs that continues to be in place. These incentives may be utilized in the future to encourage development of the downtown business district located within the CRA boundaries.

> 12.2% 12.9%

> 25.9%

LAKE PARK DEMOGRAPHICS	
Population Estimates, July 1, 2022, (V2022)	8,981
Population estimates base, April 1, 2020, (V2022)	9,070
Population, percent change - April 1, 2020 to July 1, 2022	-1.0%
Population, Census, April 1, 2020	9,047
Population, Census, April 1, 2010	8,155
Age and Sex	
Persons under 5 years, percent	8.0%
Persons under 18 years, percent	28.1%
Persons 65 years and over, percent	13.9%
Female persons, percent	56.7%
Race and Hispanic Origin	
White alone, percent	31.9%
Black or African American alone, percent(a)	54.6%
American Indian and Alaska Native alone, percent(a)	0.0%
Asian alone, percent(a)	0.4%

Native Hawaiian and Other Pacific Islander alone, percent(a) 0.0%

COMMERCIAL AND RESIDENTIAL REAL ESTATE APPRAISERS 2875 SOUTH OCEAN BOULEVARD SUITE 200 PALM BEACH, FLORIDA 33480

Two or More Races, percent

Hispanic or Latino, percent(b)

White alone, not Hispanic or Latino, percent

LAKE PARK DEMOGRAPHICS Population Characteristics Veterans, 2017-2021 Foreign born persons, percent, 2017-2021	161 24.7%
Housing Housing units, July 1, 2022, Owner-occupied housing unit rate, 2017-2021 Median value of owner-occupied housing units, 2017-2021 Median selected monthly owner costs -with a mortgage, 2017-2021 Median selected monthly owner costs -without a mortgage Median gross rent, 2017-2021	47.6% \$264,800 \$1,642 \$555 \$1,207
Families & Living Arrangements Households, 2017-2021 Persons per household, 2017-2021 Language other than English spoken at home	2,944 3.04 31.2%
Computer and Internet Use Households with a computer, percent, 2017-2022 Households with a broadband Internet subscription 2017-2022	95.1% 90.8%
Education High school graduate or higher, percent of persons age 25 years+ Bachelor's degree or higher, percent of persons age 25 years+`	84.9% 29.0%
Health With a disability, under age 65 years, percent, 2017-2021 Persons without health insurance, under age 65 years, percent	3.8% 20.8%
Economy In civilian labor force, total, percent of population age 16 years In civilian labor force, female, percent of population age 16 years Total accommodation and food services sales, (\$1,000)(c) Total health care and social assistance receipts/revenue, (\$1,000)(c) Total transportation and warehousing receipts/revenue, (\$1,000)(c) Total retail sales, (\$1,000)(c) Total retail sales per capita, 2017(c)	66.7% 65.3% 31,645 20,385 5,899 686,358 \$80,417

Transportation	
Mean travel time to work (minutes), workers age 16 years+,	22.2
Income & Poverty	
Median household income (in 2022 dollars), 2017-2022	\$60,632
Per capita income in past 12 months (in 2021 dollars), 2017-2022	\$25,015
Persons in poverty, percent	15.2%
Businesses	
All employer firms, Reference year 2022	461
Men-owned employer firms, Reference year 2022	275
Nonminority-owned employer firms, Reference year 2022	355
Nonveteran-owned employer firms, Reference year 2022	366
Geography	
Population per square mile, 2020	4,339.1
Population per square mile, 2010	3,749.0
Land area in square miles, 2020	2.09
Land area in square miles, 2010	2.18

SHIFTING DEMOGRAPHICS

There has been a significant shift in demographics over the last couple of years in South Florida. Despite the influx of new companies moving into the market and in-migration numbers being strong, the net population growth of Miami-Dade and Broward Counties is less striking. However, Palm Beach County continues to see significant increases. Over recent years, multiple firms from larger cities have been drawn to South Florida for the lenient tax structure and lower cost of office rents. In many cases, this has caused corporate branches (including higher earning executives) to relocate. Another dynamic within the region is a migration north, to Palm Beach County, where more affordable residential developments are growing and the office market is strengthening.

SUBJECT SITE ANALYSIS

Tax Parcel Lot Size Sf 36-43-42-20-06-001-0010 2.2886 acres

99,691 square feet

TAXES

 Tax Parcel
 Total Assessed Value
 Taxes

 36-43-42-20-06-001-0010
 2,394,577
 \$53,556

Size and Shape The subject's lot is an irregularly shaped lot and contains a total of

99,961 square feet.

Location and Accessibility: The subject is located on 10th Street, a four-lane median divided

street which runs parallel to Old Dixie Highway. Location is considered good with ease of accessibility from 10th Street to the

subject parcel.

Topography: The subject sits above road grade and is level in topography.

Easements and

Encroachments: There does not appear to be any encroachments on the subject

according to the survey furnished to the appraiser. Typical utility

easements are noted.

Environmental Concerns: The appraiser is unaware of any environmental issues with the

subject property. Should there be any issues such as mold, asbestos, or other environmental issues, this may or may not affect the value

herein.

Utilities: The subject is supplied with city water and city sewer by Seacoast

Utility Authority. Electricity is provided by FPL and

communications are provided by AT&T/Bell South or other private contractors. All other municipal services are also available

to the site including police and fire protection.

Zoning: "C2"- Business District

Land Use: Commercial

SUBJECT

REAL ESTATE ASSESSMENTS & TAXES

36-43-42-20-06-001-0010

 Tax Year
 Assessed Value
 Real Estate Taxes
 Change y-t-y

 2022
 \$2,394,577
 \$53,556
 11.6%

 2021
 \$1,500,000
 \$47,968
 2.6%

 2020
 \$1,450,000
 \$46,752

SUBJECT- BUILDING IMPROVEMENTS

Building Size: The subject is improved with a 26,182 square foot concrete block retail

shopping center that was built in 1963 and renovated from 2019 through 2023. The subject building is in very good condition and of above average

quality construction.

Effective Age: 25 years
Actual Age: 60 years
Remaining Economic Life: 35 years

Retail: There are six retail units within this retail building. Please see the sketch on the

following pages. The retails spaces are improved with acoustical drop

ceilings/exposed metal support beams with drywall walls. Flooring is tile/vinyl

flooring.

Air

Conditioning: The subject is cooled by central air conditioning units. The air conditioning was

in very good condition at the time of the inspection.

Foundation: Concrete slab.

Roof: The subject is improved with a flat bitumen roof which appears to be in very

good condition as it was replaced a few years ago. No apparent leaks were

noted at the time of the inspection.

Doors: Entrance doors to the office are glass doors throughout the building.

Windows: Tempered Glass

Please see the photographs on the following pages for a detailed view of the exterior and interior of the subject building.





FRONT OF SUBJECT

REAR OF SUBJECT





REAR/SIDE OF SUBJECT

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REAR/SIDE OF SUBJECT





REAR OF SUBJECT

REAR OF SUBJECT





REAR OF SUBJECT

REAR/SIDE OF SUBJECT





FRONT/SIDE OF SUBJECT

PARKING LOT





FRONT OF SUBJECT

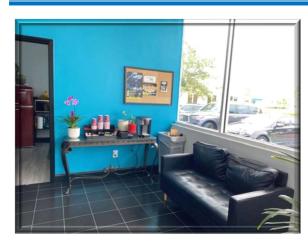
FRONT OF SUBJECT



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UNIT 1 UNIT 1





UNIT 2 UNIT 2





UNIT 2 UNIT 2





UNIT 3 UNIT 3



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UNIT 3 UNIT 3





UNIT 4 UNIT 4



31)



UNIT 4- BREW MAKING EQUIPMENT-PERSONAL PROPERTY





UNIT 5 UNIT 5





UNIT 5 UNIT 5





UNIT 6 UNIT 6





UNIT 6 UNIT 6

THE PHOTOS ARE REPRESENTATIVE OF THE ENTIRE OFFICE BUILDING

SEC. 78-72. - C-2 BUSINESS DISTRICTS. WITHIN C-2 BUSINESS DISTRICTS, THE FOLLOWING REGULATIONS SHALL APPLY:

(1) Uses permitted.

Within C-2 business districts, no building, structure or land shall be used and no building shall be erected, structurally altered or enlarged, unless otherwise permitted by these regulations, except for the following uses:

- a. Appliance stores, including radio and television services.
- b. Bakeries having not more than five employees.
- c. Bakeries the products of which are sold at retail but not produced on the premises.
- d Banks
- e. Barbershops, beauty shops, chiropodists and masseurs.
- f. Grocery stores, specialty, at least 2,000 square feet and not more than 10,000 square feet with at least 50 percent of the sales area, including shelving, containing foods of a specialty or ethnic nature and otherwise subject to the requirements of section 78-70(r).
- g. Clubs for social, recreational, fraternal or benevolent purposes.
- h. Fertilizer, stored and sold at retail only.
- i. Ice delivery stations.
- j. Laundry-pickup stations.
- k. Offices, business and professional.
- 1. Outdoor miniature golf courses, all objects limited to eight feet in height and the building or premises is located not less than 500 feet from the premises of an existing nursery school, elementary school or high school.
- m. Restaurants.
- n. Shops, including shops for making articles without use of machinery, to be sold, at retail on the premises.
- o. Theatres.
- p. No residences, dwellings or living quarters shall be permitted in C-2 business districts.
- q. Transient residential use.
- (2) Special exception uses permitted.

Within the C-2 business district, no building, structure or land shall be used, and no building shall be erected, structurally altered or enlarged for the following uses unless a special exception has been approved by the town commission, pursuant to section 78-184 and the standards set forth herein:

- a. Boats and marine engines. Sales, service and installation thereof in an enclosed building.
- b. Building supplies/garden center, retail and wholesale outlets.
- c. Bus stations.
- d. Electric substations.
- e. Garages.
- f. Gasoline and other motor-fuel stations.
- g. Hospitals, sanitariums and medical clinics.
- h. Laundries, dry cleaning and dyeing establishments.
- i. Mortuaries.
- j. Motor vehicle sales on property on which a permanent building is erected, shall mean the area where buildings are used in connection with the sale or lease of motor vehicles and the areas where motor vehicles are displayed for lease or sale.
- k. Printing and publishing plants.
- 1. Planned unit developments.
- m. Railroad passenger station.
- n. Storage warehouses.

The town commission may permit special exception uses in the C-2 zoning district provided the town commission determines that the proposed use meets the special exception zoning criteria established in this chapter and is consistent with the goals, objectives and policies of the town's comprehensive plan. In order to ensure that the special exception use is consistent with and implements good zoning practices and the goals, objectives and policies of the town's comprehensive plan. The town commission may impose conditions upon the approval of a special exception use,

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including, but not limited to, conditions which require an applicant to exceed standards which have been adopted pursuant to the town's land development regulations.

- o. Brewpub. Is an establishment that manufactures and sells beer products in conjunction with a restaurant that acts as the primary use. A brewpub may only be located within the boundaries of the town's community redevelopment area. In addition to meeting the land development regulations established for the use of restaurant in the appropriate zoning district, a brewpub shall comply with the following:
- 1. Revenue from food sales shall constitute more than 50 percent of the total business revenues;
- 2. No more than 50 percent of the total gross floor area of the establishment shall be used to brew beer including, but not limited to, the brewing house, boiling and water treatment areas, bottling and kegging lines, malt milling and storage, fermentation tanks, conditioning tanks and serving tanks;
- 3. Where permitted by local ordinance, state and federal law, retail carryout sale of beer produced on the premises is permitted provided the product is sealed in a growler or crowler holding no more than a U.S. gallon (3,785 ml/128 US fluid ounces);
- 4. Brewpubs shall produce no more than 15,000 barrels (465,000 US gallons/17,602.16 hectoliters) of beer per year and may sell beer in keg containers larger than a U.S. gallon (3,785 ml/128 US fluid ounces) for the following purposes and in the following amounts:
- (a)An unlimited number of kegs for special events, the primary purpose of which is the exposition of beers brewed by brewpubs, which may include the participation several brewers;
- (b)An unlimited number of kegs for town co-sponsored events where the purpose of the event is not for commercial profit and where the beer is not wholesaled to the event co-sponsors but is instead, dispensed by employees of the brewpub.
- 5. All mechanical equipment visible from public streets, or rights-of-way, an adjacent residential use or residential zoning district shall be screened such that they are not visible using architectural features which are consistent with the principal structure;
- 6. Access and loading bays shall not face toward any street, excluding alleys;
- 7. Access and loading bays facing an adjacent residential use or residential zoning district, shall have the doors closed at all times, except during the movement of raw materials used for brewing, and finished products into and out of the building;
- 8. Service trucks for the purpose of loading and unloading materials and equipment are prohibited between the hours of 8:00 a.m. and 8:00 p.m. Monday through Saturday and between 11:00 a.m. and 7:00 p.m. on Sundays and national holidays;
- 9. No outdoor storage of materials, supplies, portable storage units, cargo containers and/or permanent parking of tractor trailers is permitted.
- p. Microbrewery. Is an establishment that manufactures and sells beer products in conjunction with an accessory use such as a restaurant, tasting room, or other retail sales. A microbrewery may only be located within the boundaries of the town's community redevelopment area. In addition to meeting the land development regulations for the use of restaurant, tasting room, or retail use types in the appropriate zoning district, a microbrewery shall comply with the following:
- 1. The microbrewery shall produce no more than 15,000 barrels (465,000 US gallons/17,602.16 hectoliters) of beer per year;
- 2. This use shall be permitted only in conjunction with the use of restaurant, tasting room or other retail sales and service:
- (a) No more than 75 percent of the total gross floor space of the establishment shall be used to brew beer including, but not limited to, the brewing house, boiling and water treatment areas, bottling and kegging lines, malt milling and storage, fermentation tanks, conditioning tanks and serving tanks;
- (b) The façade of an interior accessory use(s) (examples listed hereinabove) shall be oriented toward the street, and, if located in a shopping center, to spaces of public access;
- (c) Pedestrian connections shall be provided between public sidewalks and the primary entrance(s) to any accessory use(s).

- 3. All mechanical equipment visible from the street, or public right-of-way, an adjacent residential use or residential zoning district shall be screened using architectural features consistent with the principal structure;
 - 4. Access and loading bays shall not be located along primary facades.
- 5. Access and loading bays facing any street, adjacent residential use or residential zoning district, shall have the doors closed at all times, except during the movement of raw materials used for brewing, and finished products into and out of the building;
- 6. Service trucks for the purpose of loading and unloading materials and equipment are prohibited between the hours of 8:00 a.m. and 8:00 p.m. Monday through Saturday and between 11:00 a.m. and 7:00 p.m. on Sundays and national holidays;
- 7. No outdoor storage of portable storage units, cargo containers, or permanent parking of tractor trailers, is permitted except spent or used grain may be stored outdoors for more than 24 hours consecutively. The temporary storage area of spent or used grain shall be:
 - (a) Designated on the approved plan that identifies the outdoor areas;
 - (b) Permitted within the interior side or rear yard or within the minimum building setbacks;
 - (c) Prohibited within any yard directly abutting a residential use or a residential zoning district;
- (d) Fully enclosed within a suitable container, secured and screened behind a solid, opaque fence or wall measuring a minimum five feet in height.
- q. Brewery—Regional (small) and large brewery. Is an establishment that manufactures beer products. A brewery may only be located within the boundaries of the town's community redevelopment area. Regional (small) and large breweries shall comply with the microbrewery standards herein, but shall be permitted to occupy 100 percent of the total gross floor space of the establishment. A public viewing area shall be made available and opened during certain hours.
- (3) Building height limit. No building or structure shall exceed two stories or 30 feet in height and the minimum external height shall not be less than 13 feet. The minimum internal height from floor to ceiling shall be eight feet. No dwelling structure shall exceed two stories or 30 feet in height.
- (4) Building site area. The minimum width and length of any store building shall be 25 feet.
- (5) Minimum floor area. For dwelling structures, the following restrictions shall apply:
- a. The minimum required first floor area of a single-family dwelling structure shall be 1,000 square feet, exclusive of carport, garage, unenclosed terraces and porches. Where a carport or garage is attached to the structure, the required first floor area may be reduced to 900 square feet. The minimum required first floor area of a two-family dwelling structure (duplex) shall be 1,400 square feet, exclusive of carports, garages, unenclosed terraces and porches, with each unit 700 square feet. A one-bedroom unit of not less than 580 square feet may be built together with a second unit of not less than 820 square feet.
- b. Where a utility or storage room is constructed and finished in a like manner and type of construction as the balance of the living quarters and has direct entrance and access to the living quarters, such utility room may be considered a part of the living quarters
- c. For structures of more than two dwelling units, the minimum required floor area shall have an additional 580 square feet for each dwelling unit in excess of two, added to the base of 1,400 square feet.
- d. The minimum required first floor area of a business or commercial structure shall be 1,200 square feet and in no event less than 25 feet in depth.
- (6) Yard regulations.
- a. Front yard. There shall be a front yard of not less than 25 feet measured from the street or highway or highway right-of-way line to the front wall of the building or structure. On "thru" lots having frontages on two streets, the required front yard shall be provided on both streets.
- b. Side yard. On a corner lot, there shall be a side yard of not less than 15 feet from the property line of the intersecting streets. However, there shall be a rear yard of not less than five feet on all property lying east of the Florida East Coast Railroad right-of-way and west of 10th Court between North Lake Boulevard and Northern Drive.
- c. Rear yard. There shall be a rear yard of not less than 15 feet, except where there is an existing dedicated alleyway adjacent to the rear lot line, the rear yard shall be not less than five feet.
- (7) Off-street parking. See section 78-142 for off-street parking regulations.

- (8) Special exception subject to commission approval. The commission may permit the use of a premises in the C-2 zoning district as an educational facility, by approval of a special exception therefor, provided the town commission determines as a fact, after review of the application and plans submitted therewith, that the proposed use or uses are consistent with good zoning practice and are not contrary to the policies of the town comprehensive plan, and that the conditions and requirements enumerated below have been met:
- a. The site must comply with all applicable regulations of this Code, including, but not limited to, this chapter, including parking regulations and landscaping requirements and this subpart B, land development regulations.
 - b. No outdoor instruction or recreational activities will be permitted on the site.
- c. Enrollment shall not exceed a limit which is mutually agreed upon by the owner of the premises and the community development director; such limit to be established so as to avoid congestion and adverse impact on adjacent and nearby properties, with special consideration to properties located within 300 feet of the site.
 - d. The facility is in compliance with all laws and regulations governing educational facilities.
- e. The owners of all properties within 300 feet have had an opportunity to provide comment regarding the appropriateness of the intended use in light of the general business/office character of the district.
- f. The application for special exception hereunder has fulfilled the requirements of the community development director and has been reviewed by the planning and zoning board. (Code 1966, § 45-37; Ord. No. 32-1967, § II, 6-19-1967; Ord. No. 10-1984, § 1, 8-1-1984; Ord. No. 7-1992, § XI, 8-5-1992; Ord. No. 14-1995, § I, 8-15-1995; Ord. No. 25-2001, § 1, 1-2-2002; Ord. No. 23-2002, § 1, 9-18-2002; Code 1978, § 32-52; Ord. No. 1-2005, § 2, 4-20-2005; Ord. No. 12-2009, § 3, 9-16-2009; Ord. No. 05-2017, § 12, 6-7-2017; Ord. No. 02-2018, § 3, 1-17-2018; Ord. No. 02-2019, § 2, 4-17-2019)

PADD Sub-District Regulating Plan

As illustrated in Municode, the PADD is divided into two sub-districts: the Core Sub-District and the Outer Sub-District. Within the Core Sub-District, see the property development regulations within Table 78-70-2. The subject is located within the Core Sub-District as per the map. Within the Outer Sub-District, see the property development regulations within Table 78-70-3.

Table 78-70-2 - CORE Sub-District Regulations

Building Height (Maximum) 12 stories (160 feet).

See 78-70(b)(7)b.3. for an additional height waiver for structured parking.

Story Height Maximum 12 feet per story, 20 feet maximum for ground floor,

and top floor or middle floor

Minimum Building Height New development shall have a minimum building height of two stories.

Building Coverage 90% maximum Front Setback 15 feet (Maximum)

Side Setback (Interior) 15 feet when adjacent to existing buildings

Side Street Setback None Rear Setback None

Parking Standards Parking shall be located at the rear of the site

Sidewalk Width (Minimum) 10 feet

Lot Size 1 acre (minimum, or Outer Sub-District Regulations shall apply)

Density Maximum density shall be 48 dwelling units per acre.

The Town Commission may approve a project in excess of 48 units provided that the average density for the entire contiguous Downtown Future Land Use area does not exceed 48 du/acre and the Town Commission finds it in keeping with the purpose and intent established for the PADD.

HIGHEST AND BEST USE

Highest and Best Use is defined by The Appraisal Institute in the publication Real Estate Appraisal Terminology as follows:

Highest and Best Use: That reasonable and probable use that will support the present value as of the effective date of the appraisal. Alternatively, that use, from among the reasonable, probable, and legal alternative uses, found to be physically possible, appropriately supported, financially feasible and which results in the highest land value.

As Though

Vacant

Legally Permissible

The subject property is zoned, "C-2", Business District. The land has development requirements based upon its zoning, see above. The subject is located within a commercially zoned area and a commercial use (retail use) appears to be a legally permissible use of the property. No legal restrictions such as easements or deed covenants are noted which would impair the development of the subject property.

Physically Possible

The subject size was relied upon the Palm Beach County Property Appraisers Website and a survey. The subject property contains 2.2886 acres of land +/- or 99,691 square feet.

There is ample amount of land on the site to develop most commercial uses.

Financially Feasible

The subject's neighborhood along this strip of 10th Street in Lake Park, Florida. This street contains numerous shopping centers, retail/office use and restaurants. It appears that most commercial uses would be financially feasible, due to its location and visibility to the public.

Maximally Productive

Based upon the legally permissible, physically possible, and financially feasible the maximally productive use of the subject property would be a commercial use.

HIGHEST AND BEST USE AS THOUGH IMPROVED

Legally Permissible

According to the Zoning Codes, the use of the property as a retail shopping center is a permissible use. The subject has been used for this purpose since 1963. Please see the zoning requirements.

Physically Possible

The subject property has been used as a retail use since 1963 and has been renovated through the years. This building conforms to today's building and zoning requirements, except for the maximum lot coverage. Below are the minimum/maximum requirements of CPD PUD

Minimum/Maximum Restrictions	Code	Existing
Minimum Side Yard	15 feet	15 feet/60 feet
Minimum Rear Yard	15 feet	16 feet
Minimum Front Yard	25 feet	110 feet

Financially Feasible

The property has been used as a retail building for the last sixty years. It is presently designed for that purpose with a plethora of office rooms/retail space and support areas. The design is appealing and the layout of the rooms is well-planned. The demand for retail space is considered to be desirable. The financially feasibility of the subject as improved appears to be a retail use.

Maximally Productive Use

The subject is in very good condition and of above average quality construction materials. The layout and design for the building is functional and well-planned for a retail use. Based upon the above noted criteria, the highest and best use of the property is its continued use as a retail building.

SALES COMPARISON APPROACH

The Sales Comparison Approach is an appraisal technique that compares similar properties that have recently sold. The sales are compared to the subject property and adjusted for any dissimilarity. The principle behind the sales comparison approach is a buyer will not pay more than what similar properties in the area are selling for. This approach is most reliable when there are adequate data available.

A comprehensive search was conducted in the subject market area for recent sales of similarly improved properties considered comparable to the subject, which have sold within the past few years. The appraiser was able to locate five similar properties from the Lake Park Downtown area.

Adjustments

Date of Sale: Based upon the observation and analysis of the comparable sales, the sales prices have increased over the last year. Albeit the market appears to be appreciating, there was not enough sales in this price range to perform a reliable time adjustment.

Location: Most of the sales are located in similar locations and thus no adjustment was made to the location.

Quality: All of the sales were built of concrete block construction. Some adjustments were made for quality of construction. Retail buildings with higher-end materials often sell for a premium. There are no items of immediate repair which were adjusted after the adjusted sale price. The proposed renovations to the subject will be discusses in the "as completed" section of this appraisal.

Age/Condition: The sales were built at various times and are in various states of condition. The appraiser adjusted the sales for age/condition on a quantitative basis primarily on age differences.

RECONCILIATION

After making the proper adjustments to the sales, most weight was placed on Sales #2 and #4 which required the least percentage of gross adjustments. The value via the Sales Comparison Approach is \$4,720,000.

Description of the Improved Sales

Improved Sale #1 is located at 1220 10th Street in Lake Park, Florida. This property contained a 19,866 square foot retail/office/warehouse building that was built in 1967 and renovated in 2010. The property sits on 2.7755 acres of land and sits on the same side of the road as the subject and backs up to the railroad line. The property sold for \$4,500,000 in June 2022 and was recorded in Official Records Book 33644, Page 01964. This property sold from 1220 Lake Park Partners LLC to JS 1220 10th Street LLC. It was on the market for 30 months, partially due to Covid.

Improved Sale #2 is located at 700 Park Avenue in Lake Park, Florida. This property contained a 30,160 square foot retail/theatre/brewery building that was built in 1962. The property has been renovated through the years. The property sits on 1.3918 acres of land and sits on the main business district, Park Avenue. The property sold for \$3,800,000 in September 2021 and was recorded in Official Records Book 32901, Page 00475. This property sold from 700 Park Avenue Holdings LLC to Aram LLC. It was on the market for 68 Days.

Improved Sale #3 is located at 955 Park Avenue in Lake Park, Florida. This property contained a 6,750 square foot retail/restaurant building that was built in 1964/1965. The property has been renovated through the years. The property sits on 21,976 square feet of land and sits on the main business district, Park Avenue. The property sold for \$1,445,000 in February 2023 and was recorded in Official Records Book 34121, Page 00625. This property sold from Southbound Realty Inc, grantor to Tenth and Park Avenue. It was on the market for 112 days.

Improved Sale #4 is located at 924 Park Avenue in Lake Park, Florida. This property contains 3,516 square foot retail/office building that was built in 1958. The property was in above average condition and upgraded through the years. The property sits on 9,426 square feet of land and sits on the main business district, Park Avenue. The property sold in May 2023 for \$660,000 and was recorded in Official Records Book 34312, Page 01122. This property sold from Todd Dry, grantor to Alder at Lake Park, LLC, grantee.

Please see the chart on the following page. Sales on Park Avenue are in a superior location compared to the subject and were adjusted for that location difference.

SALES COMPARISON	CHART					
	0111111					
	SUBJECT	SALE #1	SALE #2	SALE #3	SALE #4	Listing #1
	796 10th Street	1220 10th St	700 Park Ave	955 Park Ave	924 Park Ave	450 Northlake Boulevan
Comparable:	Lake Park, Florida	Lake Park, Florida	Lake Park., Florida	Lake Park, Florida	Lake Park, Florida	Lake Park, Florida
	, , , , , , , , , , , , , , , , , , ,	, , , , , , , , , , , , , , , , , , , ,	, , , , , , , , , , , , , , , , , , , ,	, , , , , , , , , , , , , , , , , , , ,	, , , , , , , , , , , , , , , , , , , ,	, , , , , , , , , , , , , , , , , , , ,
Property Type:	Retail Shopping	Retail Shopping	Retail Shopping	Retail Shopping	Retail Shopping	Retail Shopping
Sale Date:	Not listed	Jun-22	Sep-21	Feb-23	May-23	Jun-23
		Arms Length	Arms Length	Arms Length	Arms Length	Under Contract
Sale Price:	Na	\$4,500,000	\$3,800,000	\$1,445,000	\$660,000	\$3,500,000
Days on Market	Na					
Land Size (SF):	99,691	120,901	60,627	21,976	9,426	57,749
Building Size (Net SF):	26,182	19,866	30,120	6,750	3,516	14,998
Bldg Coverage Ratio:	26%	16%	50%	31%	37%	26%
No. Stories:	1	1	1	1	1	1
Year Built:	1963	1967	1962	1965	1958	1962
Effective Age:	20	20	30	20	30	20
Construction/Quality:	CB/Above Average	CBS/Above Average	CB/Average	CBS/Above Average	CBS/Average	CB/Above Average
0.1.01.700						
Sale Price/SF:		\$226.52	\$126.16	\$214.07	\$187.71	\$233.36
Quantitative Adjustment	S					
Market Conditions:		0%	50%	0%	0%	0%
Age/Condition:		-10%	0%	0%	20%	0%
Location:		0%	-20%	-20%	-20%	-25%
Adjusted Sale Price:		\$203.87	\$164.01	\$171.26	\$187.71	\$175.02
Qualitative Adjustments						
Building Size		Smaller	Larger	Smaller	Smaller	Smaller
Building Coverage Ratio		Inferior	Superior	Similar	Superior	Same
Quality		Superior	Inferior	Similar	Inferior	Same
Overall Comparability:		Superior	Inferior	Similar	Similar	
Value/Unit:		\$203.87	\$164.01	\$171.26	\$187.71	\$175.02
Value:		\$180.37	26182.00	\$4,722,447		
Rounded:				\$4,720,000		
Less: Deferred Maintenanc	e			\$0		
Value:	-			\$4,720,000		
Plus excess land				Ψ1,720,000		



IMPROVED SALE #1

Address: 1220 10th Street, Lake Park, Florida

Market: Lake Park County: Palm Beach

Tax Parcel: 36-43-42-20-01-123-0030

Physical Property Summary

Property Type: Retail Shopping
Gross Building Area: 19,866 square feet
Rentable Area: 19,866 square feet
Land Acres: 2.7755 acres
Land Square Feet: 86,075 square feet

Land to Building Ratio: 4.33 Number of Buildings: 1 Number of Stories: 1

Year Built: 1967/2010

Construction: Concrete Block Stucco
Parking: 44,840 square feet
Condition: Above Average

Investment Class C

Zoning: C2- Business District

43

MICHAEL VINCENT JOHN SPAZIANI, P.A.

IMPROVED SALE #1

Sale Data:

Transaction: Sale-June 2022

Listing: December 2019-Loopnet 17939088

Marketing Time: 30 months

Grantor: 1220 Lake Park Partners LLC Grantee: JS 1220 10th Street LLC

 Sale Price:
 \$4,500,000

 Sale Date:
 June 2022

 OR Book/Page:
 33644/01964

IMPROVED SALE #2



IMPROVED SALE #2-PHOTO

IMPROVED SALE #2

Address: 700 Park Ave Market: Lake Park County: Palm Beach

Tax Parcel: 36-43-42-20-01-010-0010

Physical Property Summary

Property Type: Retail/Theatre/Brewery
Gross Building Area: 30,160 square feet
Rentable Area: 30,160 square feet
Land Acres: 1.3918 acres
Land Square Feet: 60,627 square feet

Land to Building Ratio: 2.01 Number of Buildings: 1 Number of Stories: 1 Year Built: 1962

Construction: Concrete Block Stucco
Parking: 26,525 square feet
Condition: Above Average

Investment Class C

Zoning: PADD Park Avenue Downtown

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COMMERCIAL AND RESIDENTIAL REAL ESTATE APPRAISERS 2875 SOUTH OCEAN BOULEVARD

SUITE 200

PALM BEACH, FLORIDA 33480

MICHAEL VINCENT JOHN SPAZIANI, P.A.

IMPROVED SALE #2

46

Sale Data:

Transaction: Sale-September 2021

Listing: May 2021 Marketing Time: 68 Days

Grantor: 700 Park Avenue Holdings LLC

Grantee: Aram LLC
Sale Price: \$3,800,000
Sale Date: September 2021
OR Book/Page: 32901/00475

IMPROVED SALE #3



IMPROVED SALE #3

Address: 955 Park Avenue, Lake Park, Florida

Market: Lake Park County: Palm Beach

Tax Parcel: 36-43-42-20-01-003-0240

Physical Property Summary

Property Type: Retail/Restaurant
Gross Building Area: 6,750 square feet
Rentable Area: 6,750 square feet
Land Acres: .5045 acres
Land Square Feet: 21,976 square feet

Land to Building Ratio: 3.26 Number of Buildings: 1 Number of Stories: 1

Year Built: 1964/1965

Construction: Concrete Block Stucco
Parking: 12,725 square feet

Condition: Average Investment Class C

Zoning: PADD Padd Park Avenue Downtown

47

COMMERCIAL AND RESIDENTIAL REAL ESTATE APPRAISERS 2875 SOUTH OCEAN BOULEVARD SUITE 200

PALM BEACH, FLORIDA 33480

MICHAEL VINCENT JOHN SPAZIANI, P.A.

IMPROVED SALE #3

48

Sale Data:

Transaction: Sale-February 2023 Listing: December 2022 Marketing Time: 112 DOM

Grantor: Southbound Realty Inc
Grantee: Tenth & Park Avenue LLC
Sale Price: \$1,445,000 (\$214.07/sf)
Sale Date: February 14, 2023
OR Book/Page: 34121/00625

IMPROVED SALE #4



IMPROVED SALE #4

Address: 924 Park Ave, Lake Park, Florida

Market: Lake Park County: Palm Beach

Tax Parcel: 36-43-42-20-01-002-0110

Physical Property Summary

Property Type: Retail

Gross Building Area: 3,516 square feet
Rentable Area: 3,516 square feet
Land Acres: .2164 acres
Land Square Feet: 9426 square feet

Land to Building Ratio: 2.68
Number of Buildings: 1
Number of Stories: 1
Year Built: 1958

Construction: Concrete Block Stucco
Parking: 2,952 square feet
Condition: Above Average

Investment Class (

Zoning: PADD Park Avenue Downtown

49

COMMERCIAL AND RESIDENTIAL REAL ESTATE APPRAISERS 2875 SOUTH OCEAN BOULEVARD

SUITE 200

PALM BEACH, FLORIDA 33480

MICHAEL VINCENT JOHN SPAZIANI, P.A.

IMPROVED SALE #4

50

Sale Data:

Transaction: Sale-May 2023 Listing: 02/24/2022 Marketing Time: 173 DOM

Grantor: Downtown Realty Group LLC Grantee: Hanley Center Foundation Inc

 Sale Price:
 \$5,575,000

 Sale Date:
 August 2022

 OR Book/Page:
 33757/1012

MICHAEL VINCENT JOHN SPAZIANI, P.A.

IMPROVED LISTING #1



LISTING #1

Address: 450 Northlake Boulevard

Market: Lake Park County: Palm Beach

Tax Parcel: 36-43-42-21-03-140-0010

Physical Property Summary

Property Type: Retail Shopping Center Gross Building Area: 14,998 square feet Rentable Area: 14,998 square feet

Land Acres: 1.35 acres

Land Square Feet: 58,806 square feet

Land to Building Ratio: 3.92 Number of Buildings 1 Number of Stories 1 Year Built 1962

Construction: Concrete Block Stucco/Bitumen Roof

Parking 34,192 square feet

Investment Class: C

51)

Zoning: C-1 Business District-Lake Park

COMMERCIAL AND RESIDENTIAL REAL ESTATE APPRAISERS 2875 SOUTH OCEAN BOULEVARD

SUITE 200

PALM BEACH, FLORIDA 33480

MICHAEL VINCENT JOHN SPAZIANI, P.A.

LISTING #1
Sale/Listing Data:

<u>52</u>

Transaction: Active Listing Listing Date: 06/05/2023

Listing Price: \$3,500,000 (\$233.56/sf)

Grantor: Colusa LLC

Grantee: Listed under contract

Last Sale Price \$50

Last Sale Date: 07/18/2019 Last OR Book/Page: 30784/00861

INCOME CAPITALIZATION APPROACH

- A rental study from comparative analysis of competing properties with similar utility
 and amenities located in the same market area. From this analysis, an optimal rental
 rate is estimated. The potential gross income estimate also includes incomes sources
 associate with the operation of the property. In this section of the appraisal a
 comparison of actual rents and market rents are discussed.
- 2) Vacancy and Collection losses are estimated. This estimate is based upon an analysis of historical vacancy trends and reasonable forecast for the subject property for a typical investment holding period or for the remaining economic life of the improvements. The vacancy and collection allowance are deducted from the potential gross income that results in an effective gross income.
- 3) The total expenses are estimated in the operation of the subject property. These expenses that do not fluctuate with the operation of the building. Fixed expenses include real estate taxes and insurance. Operating expenses include maintenance, management, and reserves for replacement. Deducting the fixed and operating expenses results in a net operating income for the subject property.
- 4) The Net Operating Income is converted in an indicated value through the use of capitalization techniques. The capitalization technique used may be either the direct capitalization rates from the actual sales, the Modified Band of Investment, and the Debt-Coverage Ratio Method.

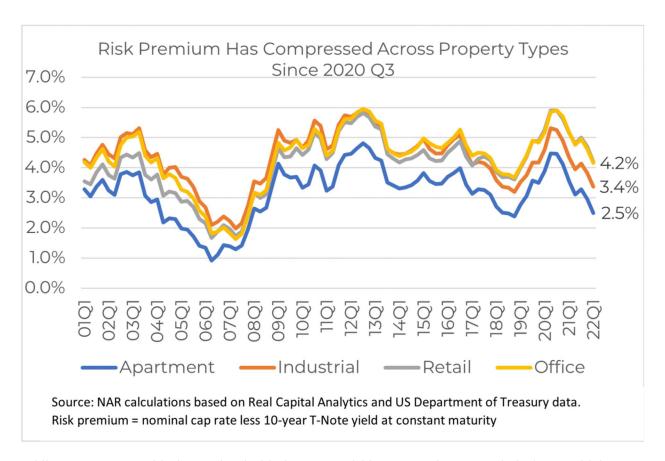
Rising interest rates are likely to put some upward pressure on cap rates in 2023. However, the rise will be modest compared to the increase in the benchmark 91-day Treasury that has already increased by 1.3 percentage points as of the end of April from one year ago (2.7% as of April 26). This is because other factors are creating upward pressure on commercial real estate prices. The apartment market is likely to benefit from the higher mortgage rates due to increased demand for rental units. Reduced consumer spending will tend to lower the demand for industrial space but increased demand for warehouse space to minimize supply disruptions (just-in-case inventory management) could boost absorption. Inflation will hit consumer spending but retail stores providing essential services like the neighborhood centers will do better than retail stores providing non-essential services like high-end shopping malls. The continuing return to the office will also tend to minimize the decline in demand due to slower business formation.

With interest rates rising, Caldwell says they're getting some pushback. However, compared to multifamily, industrial or office, retail is "going to shake out to be much stronger" than those sectors because of the yields it currently offers, she notes. In November 2022, cap rates on sales involving retail assets averaged 6.3 percent, according to MSCI Real Assets, compared to 4.7 percent on sales involving multifamily properties and 5.4 percent on industrial transactions

CAP RATE TRENDS AS OF 2023

Though interest rates have been rising amid mounting inflation and the Fed's efforts to control inflation by raising the federal funds rate (with anticipated rate increases every quarter), investors are factoring in the strong demand for commercial assets and local economic conditions. Nationally, employment conditions continue to improve, with 20 million jobs recovered of the 22.5 million jobs lost during 2020, and on average, there are nearly 2 job openings for every job seeker.

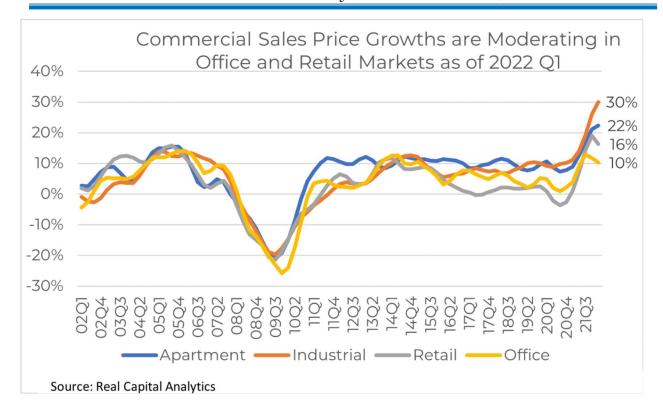
<u>56</u>



While cap rates are positively associated with the 10-year yield, cap rates don't move in lock-step with it. For example, during the height of the pandemic in 2020 Q3, the risk spread for office and retail, which were the hardest hit assets after the economy went into a lockdown and many businesses remained closed, rose to as high as 6%. With an improving economy and the reopening of businesses, the risk-premium for office and retail assets has compressed to around 4%.

Because of the inverse relationship between cap rates and prices, the cap rate compression corresponds to a sharp rise in sales prices. As of 2022 Q1, office real estate prices are up 10% year-over-year on average while prices of retail real estate are up 16%. Industrial properties experienced the strongest price gain of 30% followed by apartment assets at 22%, according to the transaction-based commercial price indices reported by Real Capital Analytics.

Retail properties had the highest cap rates in the United States as of the fourth quarter of 2022, followed by office properties. Industrial properties, on the other hand, had the lowest cap rates at 4.54 percent. Cap rates measure the expected rate of return-on-investment properties and are calculated by dividing the net operating income of the property by the current asset value. While a higher cap rate indicates a higher rate of return, it is also associated with higher risk.



SUBJECT RENTS

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The appraiser was furnished with a summary of the present leases on the property. The owner has indicated that the shopping center was in below average condition at the time of purchase in 2019. Subsequent to the purchase the owner has renovated the property and the property is now in very good condition. Leases were assigned during the 2019-2022, thus Covid and the empty spaces were leased at what appears to be below market rates. Most shopping centers are leased at NNN with the tenants paying a base rent plus their pro-rata share of the Common Area Maintenance (real estate taxes, insurance and maintenance).

INCOME APPROACH SUMMARY

POTENTIAL GROSS INCO	ME							
	. ,	SIZE			RENT/SF			
UNIT 1		8,700	SF	@	\$12.93	/SF	=	\$112,491.00
UNIT 2		4,888	SF	@	\$15.30	/SF	=	\$74,786.40
UNIT 3		7,200	SF	@	\$12.00	/SF	=	\$86,400.00
UNIT 4		1,500	SF	@	\$16.80	/SF	=	\$25,200.00
UNIT 5		600	SF	@	\$34.00	/SF	=	\$20,400.00
UNIT 6		2,400	SF	@	\$22.50	/SF	=	\$54,000.00
								\$373,277
LESS: VACANCY AND CC								
3.40%	OF POTE	NTIAL GRC	SS IN	ICON	(E			(\$12,691)
EFFECTIVE GROSS INCOM	MΕ							\$360,586
LECC OPEN ATING EVIDENT								
LESS: OPERATING EXPENS					ΦΕ2. ΕΕζ. QQ			
REAL ESTATE TAXES		/CF			\$53,556.00			
INSURANCE UTILITIES	\$0.24	/SF			\$6,400.00 \$1,224.00			
MANAGEMENT	\$0.05	/SF			\$1,224.00			
MAINTENANCE		/SF			\$10,000.00			
RESERVES	2%	ادر			\$7,211.72			
ICESEIC V ES	270				Ψ7,211.72			
TOTAL EXPENSES					\$92,815.16			(\$92,815)
NET OPERATING INCOM	 E							\$267,771
DIVIDED BY OVERALL CA	APITALIZA	ATION RAT	E					6.40%
VALUE								\$4,183,919
ROUNDED TO								\$4,180,000
LESS: DEFERRED MAINTE	ENANCE							\$0
VALUE:								\$4,180,000
								26182
								\$159.65

COMMERCIAL AND RESIDENTIAL REAL ESTATE APPRAISERS 2875 SOUTH OCEAN BOULEVARD SUITE 200 PALM BEACH, FLORIDA 33480

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RENTAL SURVEY

Rental Survey in Lake Park has noted base rents from \$16.50 per square foot to \$20.00 per square foot. These are NNN leases where the tenant is responsible for the real estate taxes, insurance and maintenance. The existing leases on the subject are gross leases where the owner pays for the real estate taxes, insurance and maintenance.

TAX COMPARABLES

	REAL ESTATE TAXES	SIZE OF BUILDING	TAXES/SQUARE FOOT
Subject-796 10 th Street	\$53,556	26,182 sf	\$2.05/sf
Sale #1-1220 10 th Street	\$57,625	19,866 sf	\$2.88/sf
Sale #2-700 Park Avenue	\$87,419	30,120 sf	\$2.91/sf
Sale #3-955 Park Avenue	\$14,294	6,750 sf	\$2.12/sf
Sale #4-924 Park Avenue	\$11,746	3,516 sf	\$3.24/sf

Real Estate Taxes for the subject appear to be slightly lower than the tax comparables due to the rents within the building which are below market.

INSURANCE COMPARABLES

The insurance comparables range from \$1.50 per square foot to \$3.10 per square foot. The subject's insurance rate for the subject falls below the market as the subject property does not carry wind insurance in its policy.

MAINTENANCE

The subject has gone through revitalization/renovations over the last four years. Most of the renovations took care of the problems with the building after the purchase in 2019. A maintenance fee of \$10,000 per year will be allocated as the roof was redone last year with a new silicon top coat and most of the air conditioning units have been replaced.

MANAGEMENT

Typical commercial management fees are between 4% to 10% of the Effective Gross Income. In this building there are only six units with and a 4% management fee was used.

UTILITIES

Electric and water are the responsibility of the tenants. Trash and sewer are included in the real estate tax bill every year. There is a small amount of electricity used on the exterior of the building for security lights.

	CAPIT	ΓALIZATI	ON R		Έ		
	BAN	D OF INVESTME	NT METH	DD.			
MORTGAGE RATIO (M)							70%
INTEREST RATE							4.25%
LOAN TERM (YEARS)							20
EQUITY DIVIDEND RATE							4.00%
PROJECTION PERIOD (YE	EARS)						20
ANNUAL CONSTANT (RA	M)						0.07431
1) MORTGAGE RATIO (M)	_						
	0.70	X	0.07431			=	0.05202
2) EQUITY RATIO (I-M) X	_						
	0.30	X	0.0400			=	<u>0.01200</u>
INDICATED CAP RATE:							0.06402
ROUNDED:							6.40%
		DEBT COV	/ERAGE R	ATIC	METHOL)	
	L TO V	X	RM	X	DCR	-	CAP RATE
	0.70	X	0.07431	X	1.23	+=	6.40%
			5.57 101		20		

DERIVATION OF THE CAPITALIZATION RATES

Debt Coverage Ratio Rate

A capitalization rate was performed using a debt coverage ratio. The debt service coverage ration (DCR) is the ratio of net operating income to annual debt service. The capitalization rate is derived by multiplying the debt service coverage ratio by the mortgage constant and loan-to-value ratio. Debt Coverage ratios from the market are between 1.20-1.25 in the office sector. A 1.23 debt coverage ratio was used in this analysis. A debt coverage ratio of 1 or above indicates that it generates sufficient operating income to covering its annual debt and interest payments. This method obtained a 6.40% Capitalization Rate.

Band of Investment Rate

The phrase "Band of Investments" refers to a method used by commercial appraisers or investors to calculate a rate known as an overall capitalization rate. This rate is then used to convert the net income produced by a property into an indication of value. This method obtained a 6.40% Capitalization Rate.

MICHAEL VINCENT JOHN SPAZIANI, P.A.

Most weight was placed on the Debt Coverage Ratio and the Band of Investments given the information from the market (financial journals and banking studies) to construct the Ro. The sales within the report were leased but no income/expenses were obtained from the realtors regarding the properties nor was a reliable Ro (capitalization rate) obtainable from them.

Exposure Time

The exposure time from office buildings within this market range from 4 months to 6 months.

INCOME RECONCILIATION

The subject rents are older rents and were put in place during Covid and during the renovations. The typical shopping center rents are triple net leases; these rents are Gross rents where the owner pays for the real estate taxes, insurance and maintenance. The appraiser has estimated the market rent for the subject property based upon its existing rents. The value obtained by this method is \$4,180,000.

COST APPROACH

CUDICATION AND CALLE											
	SUBJECT	LAND SALE #1	LAND SALE #2								
	796 10TH ST	10TH STREET	801 IOTH STREET								
	LAKE PARK,FL	LAKE PARK,FL	LAKE PARK, FL								
OR BOOK PAGE		33482/01542	33548/00050								
SALE PRICE:	N/A	\$576,000	\$600,000								
SALE DATE:	JUN-23	APR-22	MAY-22								
	APPRAISAL DATE										
LOCATION:	ABOVE AVERAGE	ABOVE AVERAGE	ABOVE AVERAGE								
SHAPE:	IRREGULAR	RECTANGULAR	RECTANGULAR								
ZONING:	C2-BUSINESS DISTRICT	C-1 BUSINESS DISTRICT	CI-BUSINESS DISTRICT								
LAND SIZE (SF):	99,691	42,606	36,085								
SALE PRICE/SF:		\$13.52	\$16.63								
QUANTITATIVE ADJUST	MENTS										
MARKET CONDITIONS:		0%	0%								
ADJUSTED SALE PRICE/SF:		\$13.52	\$16.63								
QUALITATIVE ADJUSTM	ENTS										
LOCATION		COMPARABLE	COMPARABLE								
ACCESS/FRONTAGE		COMPARABLE	COMPAR ABLE								
SHAPE		COMPARABLE	COMPARABLE								
ZONING		COMPARABLE	COMPAR ABLE								
SIZE		SMALLER	SMALLER								
OVERALL COMPARABILITY	Y:	COMPARABLE	COMPARABLE								
SALE PRICE /SF:		\$13.52	\$16.63								
LAND VALUE:		\$13.52	/SF X 99.691 SF	\$1,347,822							
ROUNDED:		\$1,350,000									

ENTER ALL DATA PERTAINING TO SUBJECT PROPERTY BELOW: DATE OF SURVEY	MARSHALL VALUATION	SERVICE	
ENTER ALL DATA PERTAINING TO SUBJECT PROPERTY BELOW: DATE OF SURVEY	CALCULATOR COST	FORM	
DATE OF SURVEY			7.
BUILDING TYPE	-		
LOCATED AT			
QUALITY	LOCATED AT	10TH ST LAKE PARK	
EXTERIOR WALL	BUILDING CLASS	С	
EXTERIOR WALL	QUALITY	ABOVE AVERAGE	
HEIGHT PER STORY			
AVERAGE FLOOR AREA	NUMBER OF STORIES	1	
AVERAGE PERIMETER	HEIGHT PER STORY	14	
EFFECTIVE AGE	AVERAGE FLOOR AREA	26,182	
CONDITION	AVERAGE PERIMETER	392	
REGION	EFFECTIVE AGE	25	
CLIMATE	CONDITION	AVG-GOOD	
SQUARE FOOT COST \$189.34	REGION	EASTERN	
SQUARE FOOT REFINEMENTS HVAC		MILD	
HVAC	BASE SQUARE FOOT COST	\$189.34	
HVAC			
SPRINKLERS \$3.50 ADJUSTED SQ. FT. COST \$194.34 FINAL CALCULATIONS			
ADJUSTED SQ. FT. COST FINAL CALCULATIONS STORY HEIGHT MULTIPLIER FINAL COST MULTIPLIER STORY HEIGHT MULTIPLIER CURRENT COST MULTIPLIER LO90 LOCAL MULTIPLIER TOTAL SF BASE COST \$195.00 AREA 26,182 BLDG. REPLACEMENT COST SITE IMPROVEMENTS PAVING, LANDSCAPING, LIGHTING, FENCING AND DRAINAGE SE2,343 TOTAL SH2,343 OTHER COSTS & FEES IMPACT FEES	HVAC	\$1.50	
FINAL CALCULATIONS STORY HEIGHT MULTIPLIER	SPRINKLERS	<u>\$3.50</u>	
STORY HEIGHT MULTIPLIER 1,000 PERIMETER MULTIPLIER 0,949 CURRENT COST MULTIPLIER 1,090 LOCAL MULTIPLIER 0,970 TOTAL SF BASE COST \$195,00 AREA 26,182 BLDG. REPLACEMENT COST \$5,105,490 INSURANCE SITE IMPROVEMENTS \$60,000 LIGHTING, FENCING AND DRAINAGE \$82,343 TOTAL \$142,343 OTHER COSTS & FEES IMPACT FEES IMPACT FEES \$65,927 ENVIRONMENTAL AUDIT \$0 PROFESSIONAL FEES \$3,500 PERMANENT FINANCING FEES \$9,000 TOTAL FINANCING & OTHER \$78,427 REPLACEMENT COST \$5,105,490 DEPRECIATION 42% \$2,144,306 DEPRECIATED COST APPROACH \$142,343 OTHER COSTS & FEES \$78,427 LAND VALUE \$1,350,000	ADJUSTED SQ. FT. COST	\$194.34	
STORY HEIGHT MULTIPLIER 1.000 PERIMETER MULTIPLIER 0.949 CURRENT COST MULTIPLIER 1.090 LOCAL MULTIPLIER 0.970 TOTAL SF BASE COST \$195.00 AREA 26,182 BLDG. REPLACEMENT COST \$5,105,490 SITE IMPROVEMENTS \$60,000 LIGHTING, FENCING AND DRAINAGE \$82,343 TOTAL \$142,343 OTHER COSTS & FEES IMPACT FEES IMPACT FEES \$0 PROFESSIONAL FEES \$3,500 PERMANENT FINANCING FEES \$9,000 TOTAL FINANCING & OTHER \$78,427 REPLACEMENT COST \$5,105,490 DEPRECIATION 42% \$2,144,306 DEPRECIATED COST APPROACH \$142,343 OTHER COSTS & FEES \$78,427 LAND VALUE \$1,350,000			
PERIMETER MULTIPLIER 0.949 CURRENT COST MULTIPLIER 1.090 LOCAL MULTIPLIER 0.970 TOTAL SF BASE COST \$195.00 AREA 26,182 BLDG. REPLACEMENT COST \$5,105,490 SITE IMPROVEMENTS \$60,000 LIGHTING, FENCING AND DRAINAGE \$82,343 TOTAL \$142,343 OTHER COSTS & FEES IMPACT FEES IMPACT FEES \$65,927 ENVIRONMENTAL AUDIT \$0 PROFESSIONAL FEES \$3,500 PERMANENT FINANCING FEES \$9,000 TOTAL FINANCING & OTHER \$78,427 REPLACEMENT COST \$5,105,490 DEPRECIATION 42% \$2,144,306 DEPRECIATED COST APPROACH \$2,961,184 SITE IMPROVEMENTS \$142,343 OTHER COSTS & FEES \$78,427 LAND VALUE \$1,350,000	FINAL CALCULATIONS		
CURRENT COST MULTIPLIER 1.090 LOCAL MULTIPLIER 0.970 TOTAL SF BASE COST \$195.00 AREA			
LOCAL MULTIPLIER 0.970 TOTAL SF BASE COST \$195.00 AREA			
TOTAL SF BASE COST			
AREA	LOCAL MULTIPLIER	0.970	
AREA	TOTAL SE BASE COST	\$195.00	
BLDG. REPLACEMENT COST \$5,105,490 INSURANCE SITE IMPROVEMENTS PAVING, LANDSCAPING, \$60,000 LIGHTING, FENCING AND DRAINAGE \$82,343 TOTAL \$142,343 OTHER COSTS & FEES IMPACT FEES			
SITE IMPROVEMENTS \$60,000 PAVING, LANDSCAPING, \$60,000 LIGHTING, FENCING AND DRAINAGE \$82,343 TOTAL \$142,343 OTHER COSTS & FEES \$65,927 IMPACT FEES \$0 PROFESSIONAL FEES \$3,500 PERMANENT FINANCING FEES \$9,000 TOTAL FINANCING & OTHER \$78,427 REPLACEMENT COST \$5,105,490 DEPRECIATION 42% \$2,144,306 DEPRECIATED COST APPROACH \$2,961,184 SITE IMPROVEMENTS \$142,343 OTHER COSTS & FEES \$78,427 LAND VALUE \$1,350,000			INSURANCE
PAVING, LANDSCAPING, \$60,000 LIGHTING, FENCING AND DRAINAGE \$82,343 TOTAL \$142,343 OTHER COSTS & FEES \$65,927 IMPACT FEES \$0 PROFESSIONAL FEES \$3,500 PERMANENT FINANCING FEES \$9,000 TOTAL FINANCING & OTHER \$78,427 REPLACEMENT COST \$5,105,490 DEPRECIATION 42% \$2,144,306 DEPRECIATED COST APPROACH \$2,961,184 SITE IMPROVEMENTS \$142,343 OTHER COSTS & FEES \$78,427 LAND VALUE \$1,350,000		. , ,	
LIGHTING, FENCING AND DRAINAGE \$82,343 TOTAL \$142,343 OTHER COSTS & FEES IMPACT FEES	SITE IMPROVEMENTS		
TOTAL \$142,343 OTHER COSTS & FEES \$65,927 IMPACT FEES	PAVING, LANDSCAPING,	\$60,000	
OTHER COSTS & FEES IMPACT FEES	LIGHTING, FENCING AND DRAINAGE	\$82,343	
IMPACT FEES \$65,927 ENVIR ONMENTAL AUDIT \$0 PR OFESSIONAL FEES \$3,500 PERMANENT FINANCING FEES \$9,000 TOTAL FINANCING & OTHER \$78,427 REPLACEMENT COST \$5,105,490 DEPRECIATION 42% \$2,144,306 DEPRECIATED COST APPROACH \$2,961,184 SITE IMPROVEMENTS \$142,343 OTHER COSTS & FEES \$78,427 LAND VALUE \$1,350,000	TOTAL	\$142,343	
IMPACT FEES \$65,927 ENVIR ONMENTAL AUDIT \$0 PR OFESSIONAL FEES \$3,500 PERMANENT FINANCING FEES \$9,000 TOTAL FINANCING & OTHER \$78,427 REPLACEMENT COST \$5,105,490 DEPRECIATION 42% \$2,144,306 DEPRECIATED COST APPROACH \$2,961,184 SITE IMPROVEMENTS \$142,343 OTHER COSTS & FEES \$78,427 LAND VALUE \$1,350,000			
ENVIRONMENTAL AUDIT \$0 PR OFESSIONAL FEES \$3,500 PERMANENT FINANCING FEES \$9,000 TOTAL FINANCING & OTHER \$78,427 REPLACEMENT COST \$5,105,490 DEPRECIATION 42% \$2,144,306 DEPRECIATED COST APPROACH \$2,961,184 SITE IMPROVEMENTS \$142,343 OTHER COSTS & FEES \$78,427 LAND VALUE \$1,350,000			
PROFESSIONAL FEES \$3,500 PERMANENT FINANCING FEES \$9,000 TOTAL FINANCING & OTHER \$78,427 REPLACEMENT COST \$5,105,490 DEPRECIATION 42% \$2,144,306 DEPRECIATED COST APPROACH \$2,961,184 SITE IMPROVEMENTS \$142,343 OTHER COSTS & FEES \$78,427 LAND VALUE \$1,350,000		\$65,927	
PERMANENT FINANCING FEES \$9,000 TOTAL FINANCING & OTHER \$78,427 REPLACEMENT COST \$5,105,490 DEPRECIATION 42% \$2,144,306 DEPRECIATED COST APPROACH \$2,961,184 SITE IMPROVEMENTS \$142,343 OTHER COSTS & FEES \$78,427 LAND VALUE \$1,350,000			
TOTAL FINANCING & OTHER \$78,427 REPLACEMENT COST \$5,105,490 DEPRECIATION 42% \$2,144,306 DEPRECIATED COST APPROACH \$2,961,184 SITE IMPROVEMENTS \$142,343 OTHER COSTS & FEES \$78,427 LAND VALUE \$1,350,000	PR OFESSIONAL FEES	\$3,500	
REPLACEMENT COST \$5,105,490 DEPRECIATION 42% \$2,144,306 DEPRECIATED COST APPROACH \$2,961,184 SITE IMPROVEMENTS \$142,343 OTHER COSTS & FEES \$78,427 LAND VALUE \$1,350,000	PERMANENT FINANCING FEES	<u>\$9,000</u>	
DEPRECIATION 42% \$2,144,306 DEPRECIATED COST APPROACH \$2,961,184 SITE IMPROVEMENTS \$142,343 OTHER COSTS & FEES \$78,427 LAND VALUE \$1,350,000	TOTAL FINANCING & OTHER	\$78,427	
DEPRECIATION 42% \$2,144,306 DEPRECIATED COST APPROACH \$2,961,184 SITE IMPROVEMENTS \$142,343 OTHER COSTS & FEES \$78,427 LAND VALUE \$1,350,000	DENIA CENTE COCT	\$5105.100	
DEPRECIATED COST APPROACH \$2,961,184 SITE IMPROVEMENTS \$142,343 OTHER COSTS & FEES \$78,427 LAND VALUE \$1,350,000			
SITE IMPROVEMENTS \$142,343 OTHER COSTS & FEES \$78,427 LAND VALUE \$1,350,000			
OTHER COSTS & FEES \$78,427 LAND VALUE \$1,350,000			
LAND VALUE \$1,350,000		· · · · · · · · · · · · · · · · · · ·	
CCS1 AFFROACH \$4,001,904			
	COST AFFROACH	\$ 1 ,231,934	

COMMERCIAL AND RESIDENTIAL REAL ESTATE APPRAISERS 2875 SOUTH OCEAN BOULEVARD SUITE 200

PALM BEACH, FLORIDA 33480

The appraiser was able to locate two land sales which were across the street from the subject property. Most weight was placed on the sale that was larger in size and an economy of scale was used. The land value was estimated at \$1,350,000. The Cost Approach broke down the replacement cost for insurance purposes and a Cost Approach which includes the land, site improvements and other costs and fees which are not included in the insurance estimate. The Cost Approach is estimated at \$4,530,000 rounded.

RECONCILIATION

Equal weight was placed on the Sales Comparison Approach and the Income Approach. As the subject is a 60-year-old building, no weight was placed on the Cost Approach due to the difficulty of estimating the long-lived depreciation.

Cost Approach: \$4,530,000 (rounded)

Sales Comparison Approach: \$4,710,000

Income Approach: \$4,180,000

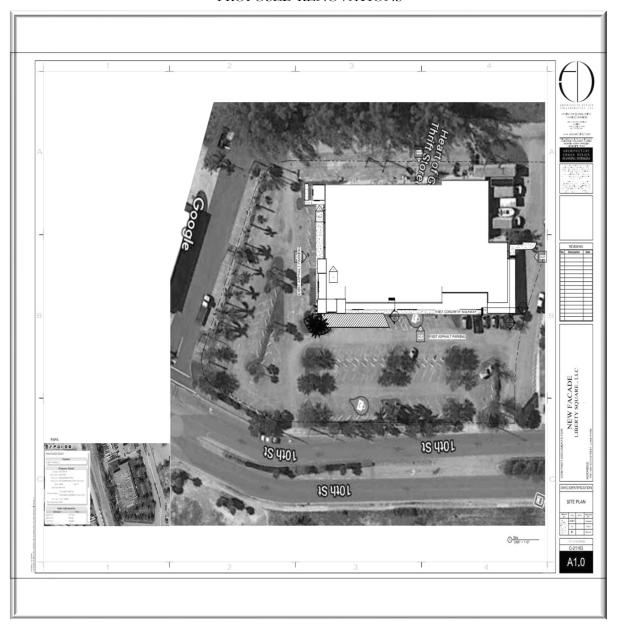
The final indicated value is: \$4,450,000

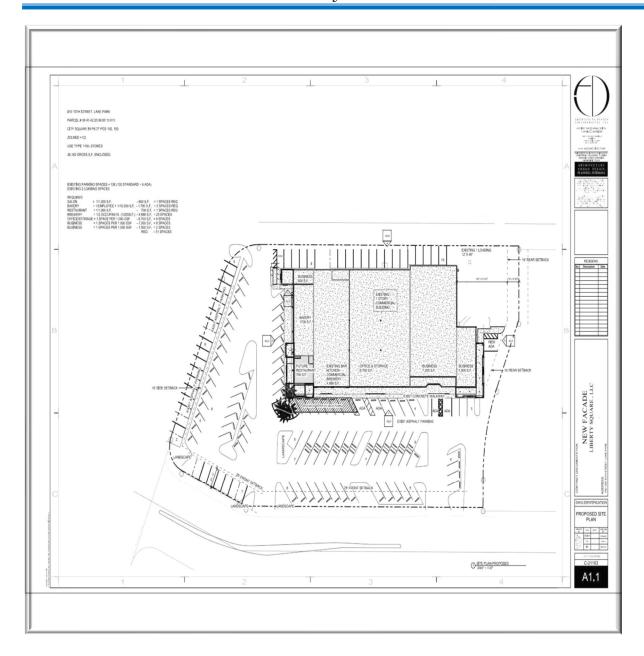
Four Million Four Hundred Fifty Thousand Dollars

Michael Vincent John Spaziani

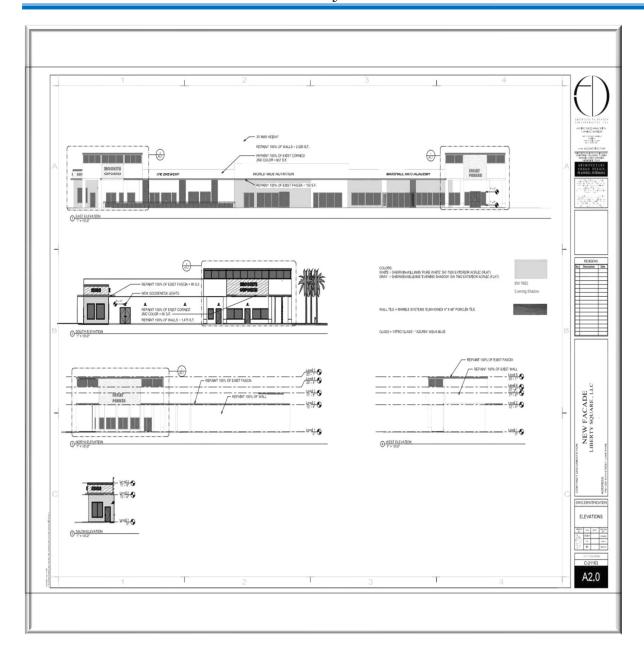
Michael Vincent John Spaziani, BS, MABA, AMD, MSA, MNAA State Certified General Real Estate Appraiser RZ1167 State Licensed Real Estate Broker

PROPOSED RENOVATIONS



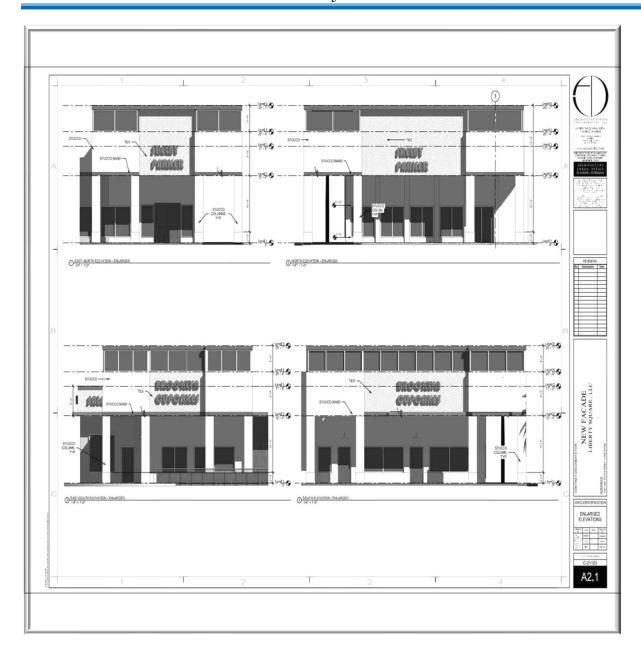


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COMMERCIAL AND RESIDENTIAL REAL ESTATE APPRAISERS 2875 SOUTH OCEAN BOULEVARD SUITE 200 PALM BEACH, FLORIDA 33480

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The above noted drawings on the previous four pages are renditions of the construction changes proposed for the subject property. These drawings were furnished to the appraiser. A list of construction costs is noted on the following page which were also furnished to the appraiser from the owner.

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CONSTRUCTION COSTS

Contractor-Structura Development-Bid February 2023

LIBERTY SQUARE RENOVATION COST						
GENERAL CONDITION	\$149,585.50					
SITE WORK	\$18,000.00					
CONCRETE	\$67,500.00					
MASONRY	\$168,500.00					
WOOD/PLASTIC	\$61,800.00					
THERMAL/MOISTURE	\$61,800.00					
DOORS WINDOWS	\$358,250.00					
FINISHES	\$124,000.00					
ELECTRICAL	\$10,500.00					
OVERHEAD/GC FEE	<u>\$184,927.30</u>					
TOTAL PROJECT FEE	\$1,159,563.80					

Scope Clarifications

General Conditions

Permitting Fees

Project management throughout the project

Dumpster Rental throughout the project

Temporary Toilets throughout the project

Equipment Rental

Jobsite storage throughout the project.

Project cleanup.

Bonding and Insurance.

Site Work

Demolition in specific areas

Asphalt removal in the north face of the building.

Concrete cutting.

Excavation for column footings.

Site grading and preparation for concrete pouring.

Temporary walls for interior protection of tenants occupying the units subject to modifications.

Exterior wall cutting for new storefronts.

Concrete

Concrete pouring for footings, columns and beams.

Concrete pouring for sidewalk extension.

Masonry

Column construction.

Façade structure construction.



Construction Costs (Continued)

Metals

Rebar

Aluminum Roof System

Wood & Plastics

New exterior deck

Thermal & Moisture

Roofing for new façade structures.

Any necessary roof patching due to new construction.

Doors & Windows

Windows for façade structures

New and replacement storefront windows

Replacement of storefront doors

Finishes

New stucco for all the new and existing façade of the building.

Exterior wall tile on specified areas.

Exterior painting of the new façade of the building.

Electrical

Electrical line for new deck's lighting.

INCOME APPROACH- AS CONSTRUCTION COMPLETED

The appraiser has included a Discounted Cash Flow Analysis which includes base rents being changed as leases expire. All of the leases are increased by 5% per year on top of the proposed change in the base rent. A chart below shows the base rent changes over the next 3 years when leases expire.

2024	2026	2027	UNIT
\$ 139,200.00	\$139,200.00	\$139,200.00	1.00
\$ 74,768.76	\$ 74,768.76	\$ 74,768.76	2.00
\$ 86,400.00	\$144,000.00	\$144,000.00	3.00
\$ 27,000.00	\$ 27,000.00	\$ 27,000.00	4.00
\$ 22,200.00	\$ 22,200.00	\$ 22,200.00	5.00
\$ 54,000.00	\$ 54,000.00	\$ 72,000.00	6.00
\$ 403,568.76	\$ 461,168.76	\$ 479,168.76	
\$ 26,182.00	\$ 26,182.00	\$ 26,182.00	
\$ 15.41	\$ 17.61	\$ 18.30	

The chart on the previous page shows the rent increases for each unit upon the expiration. An additional increase of 5% increase in rent per year still persists after the increase in the base rents. Expenses were also increased 5% per year due to inflation.

After including the rent bumps, 5% rent per year increases and 5% per year expense increases, the appraiser then discounted the cash flow at 6.4% to produce a net present value (NPV); adding the 11th year NOI and using a going out cap rate of 7.4% (adding 100 basis points to the existing cap rate) and subtracting closing costs indicating an "as completed" value of \$5,840,000.

				DISCO	DUNTE	D CAS	H FLO'	W					
					N-YEAR H			• •					
				(OMPLETED							
										REVERSION			
			YEAR	YEAR	YEAR	YEAR.	YEAR	YEAR	YEAR.	YEAR	YEAR	YEAR	YEAR
INCOME			1	2	3	4	5	6	7	8	9	10	11
			_		_						-		
INCOME	26,182	SF	\$373,094	\$403,465	\$423,625	\$461,065	\$479,131	\$503,087	\$528,241	\$554,654	\$582,386	\$611,506	\$642,08
LESS: VACANCY & COLLECTION	ON LOSS	@	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3
		Т	(\$12,685)	(\$12,104)	(\$12,709)	(\$13,832)	(\$14,374)	(\$15,093)	(\$15,847)	(\$16,640)	(\$17,472)	(\$18,345)	(\$19,26
EFFECTIVE GROSS INCOME			\$360,408	\$391,361	\$410.916	\$447,233	\$464,757	\$487,995	\$512,394	\$538.014	\$564.915	\$593,160	\$622.81
EFFECTIVE GROSS INCOME			\$300,400	3391,301	\$410,910	\$447,233	\$404,737	\$407,993	\$312,394	\$336,014	\$304,913	\$393,100	\$022,016
OPERATING EXPENSES													
REAL ESTATE TAXES			\$53,556	\$56,234	\$59,045	\$61,998	\$65,098	\$68,353	\$71,770	\$75,359	\$79,127	\$83,083	\$87,23
INSURANCE	.24/SF	/SF	\$6,400	\$6,720	\$7,056	\$7,409	\$7,779	\$8,168	\$8,577	\$9,005	\$9,456	\$9,929	\$10,42
MANAGEMENT EXPENSE @	4%	EGI	\$14,416	\$15,654	\$16,437	\$17,889	\$18,590	\$19,520	\$20,496	\$21,521	\$22,597	\$23,726	\$24,91
UTILITIES	\$0.05	/SF	\$1,224	\$1,285	\$1,349	\$1,417	\$1,488	\$1,562	\$1,640	\$1,722	\$1,808	\$1,899	\$1,99
REPAIRS AND MAINTENANCE	\$1.05	/SF	\$10,000	\$10,500	\$11,025	\$11,576	\$12,155	\$12,763	\$13,401	\$14,071	\$14,775	\$15,513	\$16,289
RESERVES	2%	EGI	\$7,208	\$7,569	\$7,947	\$8,344	\$8,762	\$9,200	\$9,660	\$10,143	\$10,650	\$11,182	\$11,74
TOTAL EXPENSES			(\$92,804)	(\$97,962)	(\$102,860)	(\$108,633)	(\$113,872)	(\$119,565)	(\$125,543)	(\$131,821)	(\$138,412)	(\$145,332)	(\$152,599
NET OPERATING INCOME			\$267,604	\$293,399	\$308,056	\$338,600	\$350,885	\$368,429	\$386,851	\$406,193	\$426,503	\$447,828	\$470,220
PLUS: REVERSION VALUE			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,163,689	
TOTAL NET ANNUAL INCOME			\$267,604	\$293,399	\$308,056	\$338,600	\$350,885	\$368,429	\$386,851	\$406,193	\$426,503	\$6,611,518	
DISCOUNT FACTOR	6.40%	6	0.939850	0.883317	0.830185	0.780249	0.733317	0.689208	0.647752	0.608789	0.572170	0.537754	
CASH FLOW			\$251,507	\$259,164	\$255,744	\$264,192	\$257,310	\$253,924	\$250,583	\$247,286	\$244,032	\$3,555,371	
PRESENT VALUE OF INCOME S	TREAM		\$5.839.115										
ROUNDED TO			\$5,840,000										
LESS: DEFERRED MAINTENAN	CE		\$0										
VALUE:			\$5,840,000										
ANNUAL MARKET DERIVED E	SCALAT	IONS	5%										
IITH YEAR NOI			\$470,220										
"GOING OUT" CAP RATE			7.40%										
VALUE			\$6,354,319										
LESS: 3% SALES COSTS			(\$190,630)										
REVERSION VALUE			\$6,163,689										

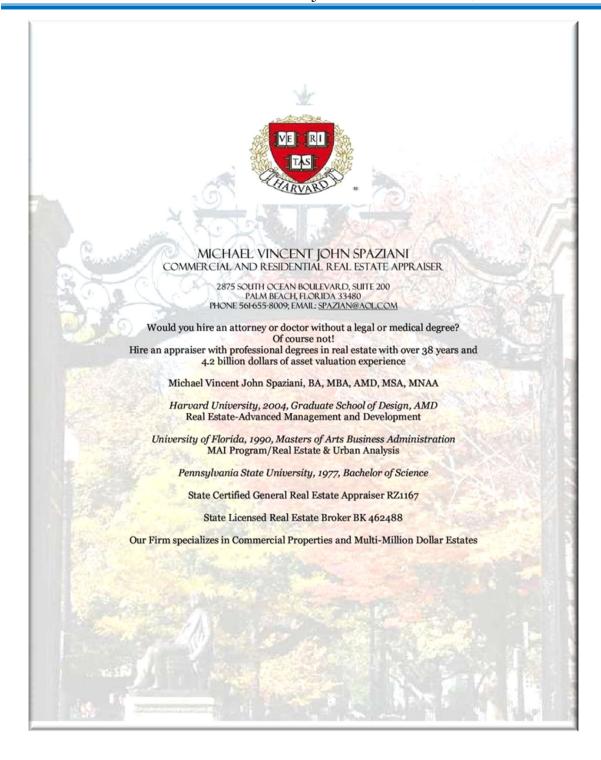
The "as completed" value considers the increase in rents due to time and the additional rents attributed to the proposed façade construction. The "as completed" value is estimated at \$5,840,000.

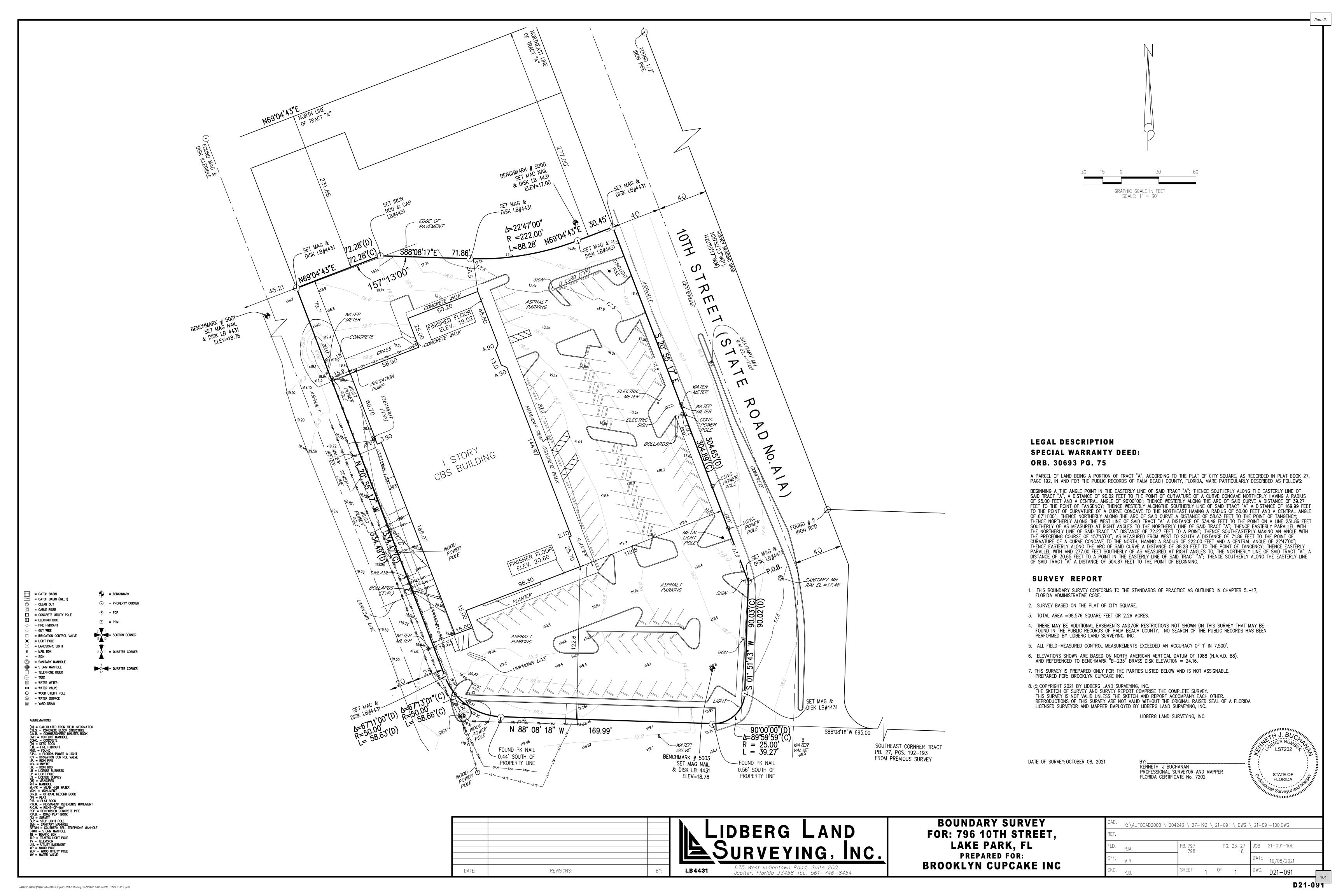
FIVE MILLION EIGHT HUNDRED FORTY THOUSAND DOLLARS

Michael Vincent John Spaziani

Michael Vincent John Spaziani, BS, MBA, AMD, MSA, MNAA Cert Gen RZ1167 State-Certified General Real Estate Appraiser RZ1167 State-Licensed Real Estate Broker





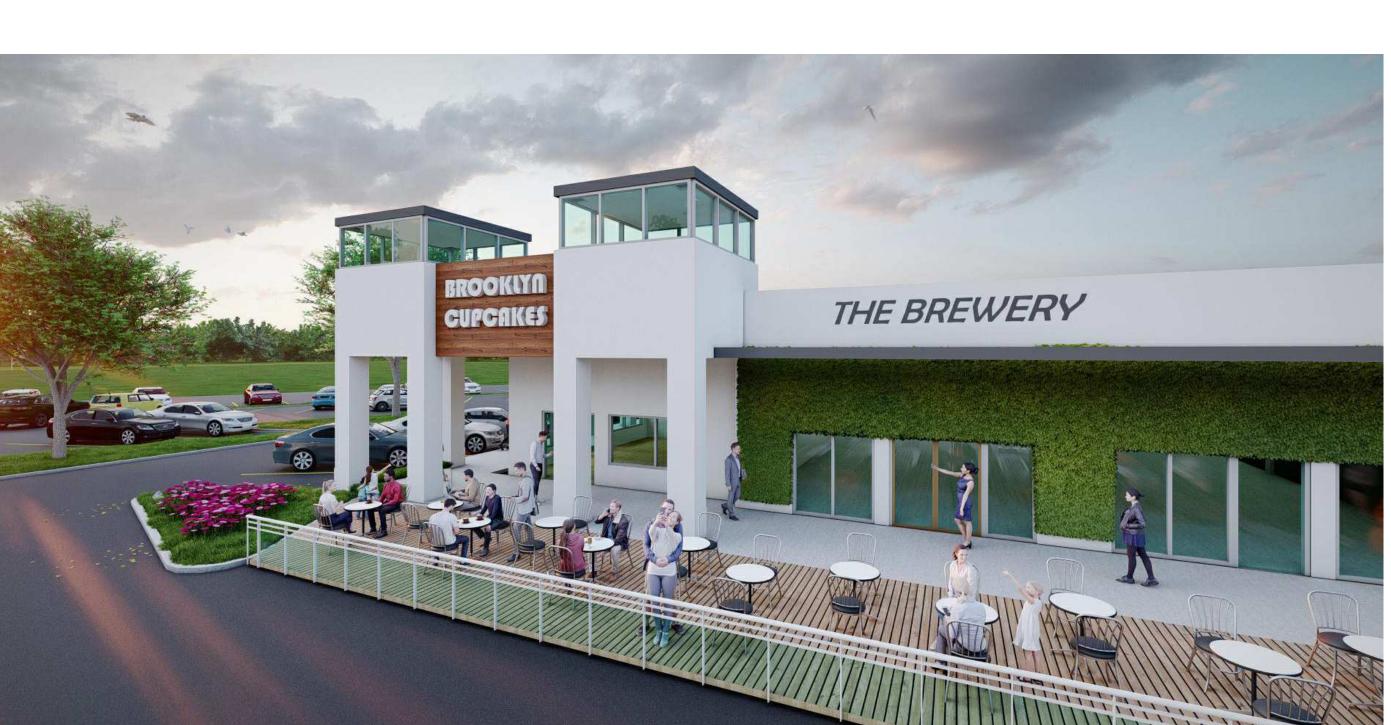












REVISIONS:

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REGISTRATIONS HELD IN THE FOLLOWING STATES: CALIFORNIA, COLORADO, FLORIDA GEORGIA, NORTH CAROLINA MISSISSIPPI, TEXAS

ARCHITECTURE URBAN DESIGN PLANNING INTERIORS

NEW FACADE LIBERTY SQUARE, LLC

DWG IDENTIFICATION

RENDERS

JOB FILE NUMBER:

C-21163

WORLD WIDE NUTRITION THE BREWERY





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REVISIONS:

NEW FACADE LIBERTY SQUARE, LLC

DWG IDENTIFICATION

RENDERS

JOB FILE NUMBER:

C-21163

CONTRACT DOCUMENTS FOR: NEW FACADE

LIBERTY SQUARE, LLC



796 - 804 10TH STREET, LAKE PARK



JT JOINT JST JOIST PBD KIT KITCHEN PTN KO KNOCK OUT LAM LAMINATE PERF PERFORATED LAV LAVATORY PERIM PERIMETER LT LIGHT PERP PERPENDICULAR LLH LONG LEG HORIZONTAL LLV LONG LEG VERTICAL LB POUNDS MH MANHOLE MFR MANUFACTURER MAS MASONRY MO MASONRY OPENING MAX MAXIMUM MECH MECHANICAI MED MEDIUM MEMBR MEMBRANE MTL METAL MIN MINIMUM MISC MISCELLANEOUS MOISTURE RESISTANT MR MTD MOUNTED MTG MOUNTING MULL MULLION NC NOISE CRITERIA

OD

OH

ORD

OFCI

OFOI

PNT

PTD

PR

OVERFLOW DRAIN

OWNER FURNISHED.

PAINT OR PAINTED

OVERHEAD

INSTALLED

PAINT

PAINTED

OVERFLOW ROOF DRAIN

CONTRACTOR INSTALLED

OWNER FURNISHED, OWNER

BUILDING DESIGN

GENERAL BUILDING

CONSTRUCTION TYPE

NON-BEARING WALLS &

FLOOR CONSTRUCTION

ROOF CONSTRUCTION

PARTITIONS INTERIOR:

(INCLUDE: SUPPORT

(INCLUDE: SUPPORT BEAMS & JOISTS):

FIRE RESISTANT

& CONSTRUCTION

FIRE PROTECTION

MEANS OF EGRESS

LEVEL OF RENOVATION

MATERIALS

SYSTEMS

BEAMS & JOISTS):

BEARING WALLS

STRUCTURAL ELEMENTS | REQ'D

OCCUPANCY

LIMITATIONS

PLAS PLASTER PLAM PLASTIC LAMINATE PI. PLATE PLBG PLUMBING PLYWD PLYWOOD PT POINT POL POLISHED POLYVINYL CHLORIDE PVC POUNDS PER LINEAR FOOT PDF PT PROJ QTY QΤ RAD R NOM NOMINAL RWL NORTH RTD NA NOT APPLICABLE RTG NIC NOT IN CONTRACT NTS NOT TO SCALE NO NUMBER OFF OFFICE RCP OC ON CENTER OPNG OPENING REG OPP OPPOSITE OA OUTSIDE AIR OUTSIDE DIAMETER OD

POUNDS PER SQUARE FOOT POWER DRIVEN FASTENER PRECAST PREFA PREFABRICATED PRESSURE TREATED PROJECT QUANTITY QUARRY TILE RADIUS RADIUS/RISER RAIN WATER LEADER RATED RATING RECPT RECEPTACLE RECESSED REFERENCE REFLECTED CEILING PLAN REFR REFRIGERATOR REGISTER REINF REINFORCED REINF REINFORCED REINFORCING REL RELOCATE REM REMOVABLE

REQUIRE/REQUIRED

RESILIENT BASE

REVISION/REVISED

ROUGH OPENING

2020 7TH EDITION FBC & FFPC CODE REVIEW

TABLE 504.4 ALLOWABLE NUMBER OF STORIES: 1

RETURN AIR

ROOF DRAIN

ROOM

REQUIREMENTS OR

(SEC. 304 FBC) M (MERCANTILE)

55 FT (TYPE III B SPRINKLERED

TABLE 506.2 ALLOWABLE AREA

TABLE 601: BUILDING TYPE: III B

CONSTRUCTION SHALL CONFORM

TO 2020 7TH EDITION FBC CHAPTER 7

TABLE 1017.2 EXIT ACCESS TRAVEL

DISTANCE SPRINKLERED M= 200'

FBC 2020 EXISTING BUILDING

FIRE SPRINKLERS: NOT REQUIERED N/A

CLASSIFICATION OF WORK

CHAPTER 6 CLASSIFICATION OF WORK

UNPROTECTED SPRINKLED

FACTOR IN S.F: 12,500 (NS)

TABLE 504.3: ALLOWABLE BUILDING

HEIGHT IN FEET ABOVE GRADE PLANE:

STORIES ABOVE GRADE PLANE: 2 (NON

ALLOWABLE

REQ

RB

REV

RD

RM

REQD REQUIRED

RESIL RESILIENT

PANEL

PARTITION

PAVING

PARTICLE BOARD

RUBBER

SECTION

SHEET

SHOWER

SIMILAR

SPKR SPEAKER

SPEC SPECIFICATION

SOLID CORE

COEFFICIENT

SPRINKLER HEAD

SQUARE FEET/FOOT

STAINLESS STEEL

STANDPIPE

STORM DRAIN

STATION

STEEL

STOR STORAGE

STRG STRINGER

STRUC STRUCTURAL

SUBCA SUBCATEGORY

SUSP SUSPENDED

TELE TELEPHONE

SYSTEM

TELEVISION

T&G TONGUE AND GROOVE

TEMP TEMPERATURE

TMPD TEMPERED

TEMP TEMPORARY

THK THICKNESS

THRU THROUGH

TLT TOILET

PROVIDED

M (MERCANTILE)

MEAN HEIGHT: 30'-0"

EXTERIOR REMODELING ONLY

NON SPRINKLERED ONE STORY

CONSTRUCTION SHALL

FBC CHAPTER 7

LEVEL 2

CONFORM TO 2020 7TH EDITION

ENCLOSED

TYPE III B

ACTUAL

SUPPLY AIR

SYMMETRICAL

TACK BOARD

SURFACE MOUNTED

TELEPHONE/TELECOM

SERVICE SINK

SHEET METAL

SELF ADHERED FLASHING

SOUND TRANSMISSION

SCHED SCHEDULE

SECT

SAF

SSK

SHT

SM

SHR

SIM

SC

SH

SPK

SQ

SS

SP

STA

STL

SD

SA

SYM

SYS

TKBD

TB TOWEL BAR TREAD TS TUBE STEEL TYP TYPICAL UNFIN UNFINISHED UNO UNLESS NOTED OTHERWISE UON UNLESS OTHERWISE NOTED URNL URINAL VR VAPOR RETARDER VAR VARIES SPEC SPECIFIED OR SPECIFICATION VAC VENTILATION AND AIR CONDITIONING SPRINKLER OR SPEAKER VIF VERIFY IN FIELD VERTICAL VEST VESTIBULE VINYL COMPOSITION TILE VT VINYL TILE VWC VINYL WALL COVERING VP VISION PANEL WSCT WAINSCOT WC WATER CLOSET WV WATER VALVE WPM WATERPROOF MEMBRANE WP WATERPROOF/WATERPROOFI STRUC STRUCTURE OR STRUCTURAL WS WEATHER-STRIPPING WT WEIGHT WWF WELDED WIRE FABRIC WWM WELDED WIRE MESH WIDE/WEST WINDOW WIN WIRE MESH W/ W/O WITHOUT

WD

WOOD

T&B TOP AND BOTTOM

TOP OF BEAM

TOP OF STEEL

TOP OF CONCRETE

TOP OF

TO

TOB

TOC

TOS

INDEX OF DRAWINGS CURRENT DESCRIPTION SHEET# **COVER SHEET** INDEX OF DRAWINGS, ABBREVIATIONS AND SYMBOLS GENERAL NOTES AND DATA A0.3 GENERAL NOTES AND DATA A1.0 SITE PLAN A1.1 PROPOSED SITE PLAN **ELEVATIONS** A2.1 **ENLARGED ELEVATIONS** A3.0 **BUILDING PLANS** A3.1 ENLARGED PLANS A3.2 **SECTIONS** A4.0 A4.1 **SECTIONS** A4.2 WALL SECTIONS **DETAILS** STRUCTURAL GENERAL NOTES **CANOPY FOUNDATION** TOTAL NUMBER OF SHEETS IN SET: 17

RCP LEGEND SYMBOLS STANDARD SYMBOLS **EMERGENCY LIGHT** HI HAT LED LIGHT ROOM SPACE NUMBER | \(\subseteq \text{SLOPE} \) DIRECTION OF SLOPE STROBE & SIREN RECESSED **CEILING MOUNTED** SECURITY CLOSED TV - CAMERA (MONITORED) WALL MOUNTED ABC... NOTES —√— BREAK LINE LED FIXTURE LED LIGHT FIXTURES 1 x 2 WRAPAROUND SECURITY CAMERA CEILING MTD (1)— WALL TYPE LED FIXTURE **REVISION MARK** LED FIXTURE (MOTION ACTIVATED) REVISION NUMBER 4" ROUND. APERTURE VAPOR PROOF (DAMP OVP VAPOLL .
LOCATION) WINDOW LETTER AREA TO BE DEMOLISHED STOREFRONT 2 x 4 RECESSED TROFFER FIN. 1ST FLOOR. FLOOR PLAN LED FIXTURE NUMBER/LETTER AIR DUCTS ELEV+0'-0" A.F.F. ELEVATION NOTE 2 x 4 RECESSED TROFFER 101 DOOR TAG RETURN AIR GRILLE **EMERGENCY** REFLECTED CEILING 0' - 0" PLAN ELEVATION NOTE — DETAIL NUMBER 2 x 32W SURFACE - MOUNT INTERIOR ELEVATION EXHAUST FIXTURE LED FIXTURE - 2 TUBE (T-8) WALL (SHADE PORTIONS - SIDE \ELEV. +/-0'-0" F.F. ELEVATION LEVEL EXTERIOR FLOODLIGHTS FIRST FLOOR ELEV. LEVEL LINE/CONTROL - DETAIL NUMBER FAN EXHAUST FIXTURE
75 CFM EXHAUST LED FIXTURE W/ **POINT** _DETAIL__ **MOTION SENSOR** SHEET/REFERENCE DWG NUMBER EXTERIOR FLOODLIGHTS SECTION LETTER DECKS OR SOFFITS AC DIFFUSSER NEW OR EQUIPPED BUILDIING SECTION LED FIXTURE POINT ELEVATION (PLAN) EXIT LIGHT AC LINEAR DIFFUSSER W/ BATTERY BACKUP +10.5' POINT ELEVATION (PLAN) CHANGE IN SURFACE ELECTRICAL PANEL **EMERGENCY LIGHT ELEVATION** LOAD CENTER W/ BATTERY BACKUP **CIRCUIT BREAKER PANEL** FLUSH OR CONTINOUS TEST BORING SURFACE **EXIT & EMERGENCY LIGHT** EXISTING FIRE SPRINKLER HEAD COMBINATION FIXTURE

FLUOR FLUORESCENT

FTG

FFB FLUSH FLOOR BOX

EQUIPMENT

FF&E FURNITURE, FIXTURES AND

FOOTING

FND FOUNDATION

FURN FURNITURE

APPLICABLE CODES:

BM

BRG

BLK

BD

BOT

во

BRKT

BRK

BLDG

CAB

CPT

CI

CIP

CB

CAT

CLG

CEM

CB

CBU

CTR

CC

CL

CEILING

CEMENT

CENTERLINE

CEMENT BOARD

CENTER TO CENTER

CEMENTITIOUS BACKER UNETA

BLKG

THE CODES LISTED HEREIN APPLY TO THE WORK TO BE PERFORMED IN ASSOCIATION W/ THESE CONTRACT DOCUMENTS. OMISSION OF A CODE REFERENCE SHALL NOT RELIEVE CONTRACTOR OF COMPLIANCE W/ ALL CODES THAT APPLY TO THE WORK INDICATED OF INFERRED BY THESE DOCUMENTS.

DRN

DWR

DRAIN

EACH

EAST

ELEC ELECTRICAL

DWG DRAWING

DRAWER

DRINKING FOUNTAIN

2020 FLORIDA BUILDING CODE 7TH EDITION 2018 7TH EDITION NFPA 101 & CURRENT NFPA 241 2020 FLORIDA FIRE PREVENTION CODE 7TH EDITION 2017 NEC. (NFPA. 72) 2017 NFPA. 70 2020 FLORIDA PLUMBING CODE 2020 FLORIDA MECHANICAL CODE 2020 LIFE SAFETY PREVENTION CODE 2020 FLORIDA ACCESSIBILITY CODE

2020 EXISTING BUILDING CODE

INTENT OF CONTRACT DOCUMENT:

IT IS THE INTENT OF THESE DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS TO DESCRIBE ALL LABOR MATERIALS AND EQUIPMENT REQUIRED TO COMPLETE THE WORK CALLED FOR, INDICATED OR REASONABLY IMPLIED BY THEM. INCLUDING: ELECTRICAL, PLUMBING, AIR CONDITIONING, SITE WORK AND SUBSURFACE PREPARATIONS AND ALL OTHER ITEMS INCIDENTAL THERETO OR OTHERWISE DESCRIBED.

INSUL INSULATION

INTERIOR

INTER INTERMEDIATE

INVERT

JANITOR

JC JANITOR'S CLOSET

INT

INV

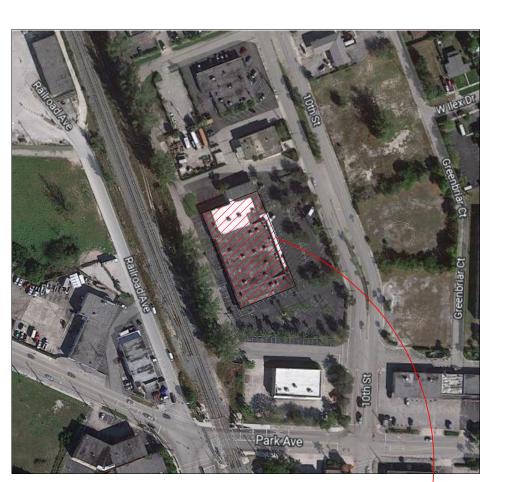
JAN

PROJECT NARRATIVE:

THESE CONSTRUCTION DOCUMENTS ARE INTENDED FOR REMODELING FASCADE OF A 1 STORY BUILDING OF 26,182 S.F. ENCLOSED LOCATED AS SHOWN ON SURVEY.

PRODUCT APPROVAL SCHEDULE									
PRODUCT	MODEL	MANUFACTURER	NOA NO.	EXPRIATION DATE	COMMENTS				
STOREFRONT SYSTEM	SERIES 3300	TRULITE GLASS OR	NOA No. 21-1216.60	07/23/2025					
STOREFRONT DOOR	351 SERIES	APPROVED EQUAL	NOA No. 20-0424.01	06/04/2025					

LOCATION: SITE ADDRESS: 810 10TH STREET. LAKE PARK, FL



AREA IN SCOPE

ARCHITECTS DESIGN COLLABORATIVE, LLC ARCHITECTURE | URBAN DESIGN PLANNING | INTERIORS

10489 SOUTHWEST MEETING ST TRADITION, PORT ST. LUCIE, FL 34987 TEL. (772) 286 9004

www. ADC-ARCHITECTS.NET

CALIFORNIA, COLORADO, FLORIDA GEORGIA, NORTH CAROLINA ARCHITECTURE URBAN DESIGN PLANNING INTERIORS

APPROVAL OF ARCHITEC THESE DRAWINGS ARE NOT TO BE SCALED (WRIT DIMENSIONS SHALL GOVERN). ANY DISCREPANC BETWEEN THESE DRAWINGS AND SPECIFICATIONS .

REVISIONS: No. Description Date

> ADE RE. LI NE' IBERT

DWG IDENTIFICATION

INDEX OF DRAWINGS, **ABBREVIATIONS** AND SYMBOLS DESIGN CD BID

> JOB FILE NUMBER: C-21163

CONTRACTOR SHALL VISIT THE JOB SITE AND VERIFY ALL CONDITIONS OF THE WORK PRIOR TO SUBMITTING A BID

- CONTRACTOR SHALL PROVIDE ALL REQUIRED INSURANCE FOR PROTECTION AGAINST PUBLIC LIABILITY AND PROPERTY DAMAGE FOR THE DURATION OF THE WORK. PROOF OF INSURANCE SHALL BE SUBMITTED TO THE OWNER PRIOR TO COMMENCEMENT OF WORK. CONTRACTOR SHALL COORDINATE THE WORK OF ALL TRADES AT THE TIME THE WORK IS PERFORMED ON THE SITE. NO ADDITIONAL PAYMENTS SHALL BE MADE FOR THE CONTRACTOR'S FAILURE TO CORRECT CONFLICTING FIELD CONDITIONS.
- CONTRACTOR SHALL GUARANTEE ALL WORK LINDER THIS CONTRACT TO BE FREE FROM EFECTS IN MATERIALS OR WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR FROM THI DATE OF FINAL ACCEPTANCE OR CERTIFICATE OF OCCUPANCY. CONTRACTOR SHALL CONTACT OWNER 30 DAYS PRIOR TO EXPIRATION OF ONE YEAR WARRANTY PERIOD FOR INSPECTION OF PREMISES EQUIPMENT AND INSTALLATIONS AND REPAIR OR REPLACE NY ITEMS FOUND TO BE DEFICIENT AS DEFINED BY THE OWNER AND WARRAN DOCUMENTS: FAILURE TO GIVE SUCH NOTICE SHALL EXTEND WARRANTY PERIOD.
- FAILURE TO SHOW DETAILS OR REPEAT ON ANY DRAWING THE FIGURES, NOTES OR DETAILS GIVEN ON ANOTHER DRAWING SHALL NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY TO PERFORM THE WORK (AT NO ADDITIONAL COST) AS IF SHOWN ON EACH AND EVERY DRAWING. ALL WORK SHALL BE IN A FIRST-CLASS WORKMANSHIP MANNER, NEAT AND COMPLETE IN ACCORDANCE WITH DRAWINGS AND SPECIFICATIONS AND THE GOVERNING BUILDING CODE, THE STATE ENERGY EFFICIENCY CODE AND ALL AUTHORITIES HAVING JURISDICTION.
- CONTRACTOR SHALL ENDEAVOR TO PROTECT THE OWNER'S AND ADJACENT OWNERS PROPERTY FROM DAMAGE DUE TO THE CONSTRUCTION PROCESS AT ALL TIMES AND REPAIR AT NO COST TO THE OWNER ANY DAMAGE THAT DOES OCCUR. CONTRACTOR SHALL ARRANGE FOR INSPECTIONS AND TESTS SPECIFIED OR REQUIRED BY THE CITY/COUNTY BUILDING DEPARTMENT AND SHALL PAY ALL FEES AND COSTS FOR THE SAME. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO SECURE AND PAY FOR ALI PERMITS AND UPON COMPLETION OF WORK (PRIOR TO FINAL PAYMENT) DELIVER TO THE OWNER A CERTIFICATE OF OCCUPANCY FROM THE CITY/COUNTY BUILDING AND ZONING DEPARTMENT. SHOULD A LABOR AND MATERIAL PAYMENT BOND OR A PERFORMANCE BOND BE REQUIRED BY THE OWNER, THE COST OF SAID BOND SHALL BE PAID FOR BY THE OWNER. CONTRACTOR SHALL BE REQUIRED TO CARRY COMPREHENSIVE LIABILITY NSURANCE IN THE AMOUNT OF THE CONTRACT AND WORKMAN'S COMPENSATION INSURANCE AT HIS OWN EXPENSE.
- THE GENERAL CONDITIONS OF THE CONTRACT FORM ARE HEREBY MADE PART OF THIS CONTRACT AS IF WRITTEN ON THE FACE HEREOF (SEE SUPPLEMENTARY COND ANY) HEREIN FOR ADDITIONS; DELETIONS; AND OTHER MODIFICATIONS THERETO AT THE END OF THE WORK THE CONTRACTOR SHALL FURNISH THE OWNER WITH ALL THE MANUFACTURER FOR ALL EQUIPMENT / FIXTURES INSTALLED WHETHER OR NOT SUCH GUARANTEE IS REQUESTED IN THE PLANS AND SPECIFICATIONS. COPIES OF PURCHASE ORDERS AND INVOICES SHALL BE FURNISHED FOR GUARANTEE AND WARRANTY PURPOSES UPON THE REQUEST OF THE OWNER. IN ADDITION, THE CONTRACTOR SHALL FURNISH TO THE OWNER ALL OPERATION, MAINTENANCE AND REPAIR MANUALS SUPPLIED BY THE MANUFACTURER AND SHALL CLEARLY MARK ON ALL ELECTRICAL PANELS THE CIRCUITS THEREOF DESIGNATING AREAS AND EQUIPMENT
- WHEN A DETAIL DIMENSION OR REFERENCE IS INDICATED AS 'TYPICAL" IT APPLIES TO ALL SIMILAR CONDITIONS WHETHER INDICATED OR NOT, UNTIL IT IS CHANGED BY ANOTHER DETAIL, DIMENSION OR REFERENCE

ALL WORK SHALL EQUAL OR EXCEED ALL APPLICABLE BUILDING CODE REQUIREMENTS

- UNLESS OTHERWISE NOTED HEREIN. 1COMPARISON OF ALL DOCUMENTS CIVIL, LANDSCAPE, ARCHITECTURAL, STRUCTURAL MECHANICAL, PLUMBING AND ELECTRICAL DRAWINGS SHALL BE PERFORMED BY THE GENERAL CONTRACTOR AND ALL SUB-CONTRACTORS PRIOR TO SUBMITTAL OF BID AND AT THE BEGINNING OF CONSTRUCTION. ALL DIMENSIONS SHALL BE CHECKED AND VERIFIED BEFORE STARTING THE WORK
- CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN THE FIELD AND AGAINST EQUIPMENT SPACE SPECIFICATIONS DRAWINGS ARE NOT TO BE SCALED
- ANY DISCREPANCIES, ERRORS, OR OMISSIONS IN THE PLANS OR SPECIFICATIONS DISCOVERED BY THE GENERAL CONTRACTOR OR ANY SUB- CONTRACTORS SHALL BE REFERRED TO THE ARCHITECT FOR FURTHER CLARIFICATION BEFORE STARTING THE WORK IN QUESTION. IF THE GENERAL CONTRACTOR AND/OR SUB-CONTRACTORS FAIL TO GIVE WRITTEN NOTICE OF SUCH DISCREPANCIES, ERRORS, OR OMISSIONS AND TO OBTAIN CLARIFICATION FROM THE ARCHITECT, THE GENERAL CONTRACTOR SHALL BE HELD RESPONSIBLE FOR THE TOTAL COST (AT THE GENERAL CONTRACTOR'S EXPE OF RECTIFYING THE DISCREPANCIES, ERRORS, OR OMISSIONS AND OTHER WORK DIRECTLY OR INDIRECTLY AFFECTED BY THE RECTIFICATION
- IN THE EVENT THAT CERTAIN FEATURES OF THE CONSTRUCTION ARE NOT FULLY SHOWN ON THE DRAWINGS OR CALLED FOR IN THE SPECIFICATIONS, THEN, THEIR CONSTRUCTION SHALL BE OF THE SAME CHARACTER AND QUALITY AS THOSE OF SIMILAR CONDITIONS THAT ARE SHOWN OR CALLED FOR IN OTHER INSTANCES OF THE FEATURES R DETAILS IN ALL INSTANCES, THE ARCHITECT SHALL BE CONSULTED FOR VERIFICATION OF ACCEPTABLE QUALITY AND CHARACTER PRIOR TO COMMENCEMENT OF WORK IN THE
- THE ARCHITECT AND/OR ENGINEER SHALL NOT HAVE CHARGE CONTROL OR BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, SEQUENCES, PROCEDURES, OI FOR SAFETY PRECAUTIONS AND PROGRAMS USED BY THE CONTRACTOR DURING THE
- UTILITY SERVICES SHALL BE PAID FOR BY THE OWNER. THE CONTRACTOR SHALL NOTIFY THE OWNER WHEN THESE FEES APPLY, PRIOR TO THE START OF CONSTRUCTION OF THIS CONTRACTOR'S 'REQUEST FOR PAYMENT' SHALL INCLUDE RELEASES OF LIEN FOR ALL
- ALL 'CHANGE ORDERS' SHALL BE SIGNED BY & APPROVED BY THE ARCHITECT AND/OR ENGINEER AND OWNER PRIOR TO ORDERING OF MATERIALS OR EXECUTION OF THE
- CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR ALL PREFABRICATED ITEMS OF THE WORK AS CALLED OUT FOR IN THESE DOCUMENTS OR REQUIRED BY BUILDING DEPARTMENT. THE CONTRACTOR SHALL OBTAIN THE ARCHITECT'S WRITTEN APPROVAL OF SHOP DRAWINGS PRIOR TO FABRICATION. SAMPLES AND COLOR AND FINISH CHARTS SHALL BE SUBMITTED UPON REQUEST FOR SELECTION BY THE ARCHITECT. ALL REQUIRED TESTS SHALL BE PERFORMED BY AN APPROVED TESTING LABORATORY AT
- THE CONTRACTOR'S EXPENSE. TEST RESULTS SHALL BE SUBMITTED TO THE ARCHITECT, INCLUSIVE OF SOIL & SUBSURFACE INVESTIGATION (BORINGS) & FOUNDATION RECOMMENDATIONS BY FL. REG. ENGINEER. COST OF REPEAT TEST DUE TO FAILED STATUS SHALL BE BORNE BY THE CONTRACTOR.
- CONTRACTOR SHALL CLEAN ALL AREAS OF THE WORK DAILY. ALL TRASH AND DEBRIS SHALL BE REMOVED FROM THE JOB SITE AT THE CONTRACTOR'S EXPENSE ON A WEEKLY
- CLOSE OUT DOCUMENTS: CONTRACTOR SHALL PROVIDE OWNER W/A 3 RING BINDER CLEARLY MARKED "EQUIPMENT WARRANTY & REPAIR MANUAL" AT THE END OF CONSTRUCTION. SECTION 00700

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION "THE GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION", A.I.A. DOCUMENT A201, (LATEST FOITION) AS PUBLISHED BY THE AMERICAN INSTITUTE OF ARCHITECTS, IS HEREBY MADE A PART OF THESE SPECIFICATIONS TO THE SAME EXTENT AS IF BOUND IN THEIR ENTIRETY HEREIN.

SECTION 001010 PROJECT IDENTIFICATION AND DESCRIPTION OF WORK

1.01 PROJECT IDENTIFICATION AND DESCRIPTION OF WORK A. PROJECT IDENTIFICATION: (LIBERTY SQUARE LCC, 810 10TH STREET, LAKE PARK, FL)
B. WORK COVERED BY CONTRACT DOCUMENTS: COMPLETE CONSTRUCTION OF THE PROJECT DEPICTE IN THE CONTRACT DOCUMENTS IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT DOCUMENTS, EXCLUDING ONLY SUCH ITEMS AS SPECIFICALLY INDICATED TO BE EXCLUDED FROM THE CONTRACT AND ESCRIBED AS "BY OTHERS", "N.I.C.", OR "BY OWNER". THE PROJECT IS A COMPLETE NEW BUILDING SHELL WITH ALL SYSTEMS WORKING AND FUNCTIONAL AS SHOWN ON THE PLANS

THE CONTRACTOR SHALL BE RESPONSIBLE FOR ACCURATELY LAYING OUT THE WORK. CONTRACTOR SHALL VERIFY DIMENSIONS SHOWN ON THE DRAWINGS BEFORE LAYING OUT THE WORK AND REPORT ERRORS OR INACCURACIES TO THE ARCHITECT BEFORE COMMENCING WORK.

A. REFERENCES TO CODES, SPECIFICATIONS AND STANDARDS IN THE CONTRACT DOCUMENTS SHALL MEAN THE LATEST EDITION, AMENDMENT, OR REVISION IN EFFECT AS OF THE DATE OF THESE CONTRACT 3. AS USED IN THE CONTRACT DOCUMENTS, "PROVIDE" MEANS "FURNISH AND INSTALL COMPLETE IN C. CONTRACTOR'S DUTIES

1. EXCEPT AS SPECIFICALLY NOTED, PROVIDE AND PAY FOR: B. TOOLS, CONSTRUCTION EQUIPMENT, AND MACHINERY

D. OTHER FACILITIES AND SERVICES NECESSARY FOR PROPER EXECUTION AND COMPLETION 2. PAY LEGALLY REQUIRED SALES, CONSUMER, AND USE TAXES 3. SECURE AND PAY FOR, AS NECESSARY FOR PROPER EXECUTION AND COMPLETION OF WORK A. PERMITS **B. GOVERNMENT FEES**

C. LICENSES 4. COMPLY WITH CODES, ORDINANCES, RULES AND REGULATIONS RELEVANT TO THE WORK PROMPTLY SUBMIT WRITTEN NOTICE TO ARCHITECT OF OBSERVED VARIANCE OF CONTRACT OCUMENTS FROM LEGAL REQUIREMENTS. A. APPROPRIATE MODIFICATIONS TO CONTRACT DOCUMENTS WILL REFLECT NECESSARY

B. ASSUME RESPONSIBILITY FOR WORK KNOWN TO BE CONTRARY TO SUCH REQUIREMENTS, 6. ENFORCE STRICT DISCIPLINE AND ORDER AMONG EMPLOYEES. DO NOT EMPLOY ANY

B. PERSONS NOT SKILLED IN ASSIGNED TASK.

1.04 CONTRACTS AND CONDITIONS OF CONTRACT
A. CONTRACT: UNLESS OTHERWISE DIRECTED CONTRACT BETWEEN OWNER AND CONTRACTOR SHALL BE AIA DOCUMENT A101, "FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR WHERE THE BASIS OF B. CONDITIONS OF THE CONTRACT: UNLESS OTHERWISE INDICATED, THE GENERAL CONDITIONS OF THE CONSTRUCTION". HEREINAFTER REFERRED TO AS THE "DOCUMENT 00700. GENERAL CONDITIONS". SUPPLEMENTARY CONDITIONS (DOCUMENT 00800, MODIFICATIONS TO GENERAL CONDITIONS", MADE PART C. CONTRACTOR'S DUTIES:

DESIGNATE REQUIRED DELIVERY DATE FOR EACH PRODUCT AS REQUIRED FOR COMPLETION 2. INSPECT DELIVERED PRODUCTS, REPORT DAMAGED OR DEFECTIVE ITEMS 3. NPROTECT FROM EXPOSURE TO ELEMENTS. FROM DAMAGE I. REPAIR OR REPLACE ITEMS DAMAGED AS RESULT OF CONTRACTOR'S OPERATIONS

CONTRACTOR USE OF PREMISES A. CONFINE OPERATIONS AT SITE TO AREAS AFFECTED BY CONTRACT DOCUMENTS 3. DO NOT UNREASONABLY ENCUMBER SITE WITH MATERIALS OR EQUIPMENT C. DO NOT LOAD STRUCTURE WITH WEIGHT THAT WILL ENDANGER STRUCTURE DASSUME FULL RESPONSIBILITY FOR PROTECTION AND SAFEKEEPING OF PRODUCTS STORED SECTION 001012 INFORMATION AND PROCEDURES INSTRUCTIONS (RFI

A. THIS SECTION CONTAINS THE PROCEDURES TO BE FOLLOWED BY THE CONTRACTOR UPON DISCOVERY OF ANY APPARENT CONFLICTS, OMISSIONS, OR ERRORS IN THE CONTRACT DOCUMENTS OR UPON HAVING ANY

A NOTIFICATION BY CONTRACTOR SUBMIT ALL REQUESTS FOR CLARIFICATION OR ADDITIONAL INFORMATION (RFIS) IN WRITING TO NUMBER RFI'S SEQUENTIALLY LIMIT EACH RFI TO ONE (1) SUBJECT. END OF SECTION 001012

SECTION 001040 COORDINATION

A COORDINATE SCHEDULING. SUBMITTALS AND WORK OF THE VARIOUS TRADES TO ASSURE EFFICIENT AND ORDERLY SEQUENCE OF WORK, WITH PROVISIONS FOR ANY ITEMS TO BE INSTALLED LATER.

SCHEDI II E AND COORDINATE SURMITTALS B. COORDINATE REQUESTS FOR SUBSTITUTIONS TO ASSURE COMPATIBILITY AND EFFECT ON WORK OF 1.03 COORDINATION OF SPACE

A COORDINATE USE OF PROJECT SPACE AND SEQUENCE OF INSTALLATION OF WORK WHICH IS INDICATED CLOSELY AS PRACTICABLE. WITH ALLOWANCE FOR AVAILABLE SPACE: MAKE RUNS PARALLEL WITH LINES OF IN FINISHED AREAS EXCEPT AS OTHERWISE SHOWN CONCEAL PIPES, DUCTS AND WIRING IN THE CONSTRUCTION. COORDINATE LOCATIONS OF FIXTURES AND OUTLETS WITH FINISHED ELEMENTS.

COORDINATION OF CONTRACT CLOSEOUT COORDINATE COMPLETION AND CLEANUP OF WORK IN PREPARATION FOR SUBSTANTIAL COMPLETION. B. AFTER OWNER'S OCCUPANCY OF PREMISES. COORDINATE ACCESS TO SITE FOR CORRECTION OF EFECTIVE WORK AND WORK NOT IN ACCORDANCE WITH CONTRACT DOCUMENTS, TO MINIMIZE DISRUPTION OF OWNER'S ACTIVITIES C. ASSEMBLE AND COORDINATE CLOSEOUT SUBMITTALS. END OF SECTION 001040

SECTION 01045 CUTTING AND PATCHING

A. EXECUTE CUTTING, FITTING AND PATCHING INCLUDING EXCAVATION AND FILL, TO COMPLETE WORK 1. FIT THE SEVERAL PARTS TOGETHER, TO INTEGRATE WITH OTHER WORK. 2. UNCOVER WORK TO INSTALL ILL-TIMED WORK.
3. REMOVE AND REPLACE DEFECTIVE AND NON-CONFORMING WORK.

4. REMOVE SAMPLES OF INSTALLED WORK FOR TESTING

A. INSPECT EXISTING CONDITIONS, INCLUDING ELEMENTS SUBJECT TO DAMAGE DURING CUTTING AND

. PROVIDE OPENINGS IN ELEMENTS OF WORK FOR PENETRATIONS OF MECHANICAL AND

3 N2 PREPARATION A. PROVIDE SUPPORTS AND OTHER DEVICES TO PROTECT OTHER PORTIONS OF THE PROJECT FROM B. PROVIDE PROTECTION FROM ELEMENTS FOR AREAS WHICH MAY BE EXPOSED BY UNCOVERING WORK

A EXECUTE WORK BY METHODS TO AVOID DAMAGE TO OTHER WORK EMPLOY ORIGINAL INSTALLER TO PERFORM CUTTING AND PATCHING FOR WEATHER-EXPOSED, MOISTURE-RESISTANT ELEMENTS AND EXPOSED SURFACES. C. RESTORE WORK WITH NEW PRODUCTS IN ACCORDANCE WITH REQUIREMENTS OF CONTRACT D. AT PENETRATIONS OF FIRE-RATED WALL, CEILING, OR FLOOR CONSTRUCTION, COMPLETELY SEAL VOIDS WITH FIRE-RATED MATERIAL. FULL THICKNESS OF THE ORIGINAL ELEMENT. E. REFINISH SURFACES TO MATCH ADJACENT FINISHES TO THE SATISFACTION OF THE ARCHITECT

END OF SECTION 01045 SECTION 01153 CHANGE ORDER PROCEDURES

A. WORK INCLUDED: MAKE SUCH CHANGES IN THE WORK, IN THE CONTRACT SUM, IN THE CONTRACT TIME OF COMPLETION, OR ANY COMBINATION THEREOF, AS ARE DESCRIBED IN WRITTEN CHANGE ORDERS SIGNED BY THE OWNER AND THE ARCHITECT AND ISSUED AFTER EXECUTION OF THE CONTRACT. IN ACCORDANCE WITH THE PROVISION OF THIS SECTION

1.02 CHANGES TO THE WORK A. CHANGES IN THE WORK, REGARDLESS OF THE AMOUNTS MUST BE DOCUMENTED BY CHANGE ORDER OF CONSTRUCTION CHANGE DIRECTIVE (CCD) B. CHANGES TO WORK MAY OR MAY NOT INVOLVE CHANGES IN CONTACT SCOPE AND/ OR SCHEDULE CHANGES THAT EFFECT THE WORK SCOPE, COST AND/ OR PROJECT SCHEDULE SHALL BE DIRECTED TO THE CONTRACTOR IN THE FORM OF A 1. CONSTRUCTION CHANGE DIRECTIVE (CCD)

CONSTRUCTION CHANGE DIRECTIVE (CCD) A CONSTRUCTION CHANGE DIRECTIVE WILL BE PREPARED BY THE ARCHITECT B. A CONSTRUCTION CHANGE DIRECTIVE AND CHANGE ORDER DIRECTS THE CONTRACTOR TO PROCEED WITH WORK IF THERE IS NO COST OR SCHEDULE CHANGE AS A RESULT OF THE CHANGE IN THE WORK IF OST OR SCHEDULE CHANGES ARE ANTICIPATED THE CONTRACTOR SHALL PREPARE A PROPOSAL FOR THE ADDITIONAL WORK CLEARLY INDICATING COST AND SCHEDULE CHANGES WITH ADEQUATE BACK UP OCUMENTATION FOR OWNER OR ARCHITECT TO EVALUATE THE COST AND SCHEDULE IMPACT

. CHANGE ORDERS WILL BE PREPARED BY THE CONTRACTOR AT THE DIRECTION OF ARCHITECT. SPECIFIC CHANGES THAT ARE TO BE INCORPORATED INTO EACH CHANGE ORDER WILL BE AGREED UPON BY THE ARCHITECT, OWNER AND THE CONTRACTOR PRIOR TO ISSUING. . CONTRACTOR WILL IDENTIFY ALL CHANGE ORDERS AS SEPARATE LINE ITEMS ON THE SCHEDULE OF

VALUES OF THE CONTRACTOR PAYMENT APPLICATION. CHANGES INITIATED BY THE OWNER $oldsymbol{\mathsf{L}}$. IF THE CONTRACTOR HAS BEEN DIRECTED BY THE ARCHITECT TO ADVISE HIM AS TO THE CREDIT COST OF A PROPOSED CHANGE THE CONTRACTOR SHALL: ANALYZE THE DESCRIBED CHANGE AND ITS IMPACT ON COST AND TIME SECURE THE REQUIRED INFORMATION AND FORWARD IT TO THE ARCHITECT FOR REVIEW

ALERT SUBCONTRACTORS AS TO THE IMPENDING CHANGE AND TO THE MAXIMUM EXTEN SSIBLE, AVOID SUCH WORK AS WOULD INCREASE THE OWNER'S COST FOR MAKING THE CHANGE, ADVISING THE ARCHITECT IN WRITING WHEN SUCH AVOIDANCE IS NO LONGER PRACTICAL B. IF THE CONTRACTOR HAS BEEN DIRECTED BY THE ARCHITECT TO MAKE THE DESCRIBED CHANGE IN THE WORK AT NO CHANGE IN CONTRACT SUM AND NO CHANGE IN CONTRACT TIME COMPLETION. BUT THE ITRACTOR WISHES TO MAKE CLAIM FOR ONE OR BOTH OF SUCH CHANGES, THE CONTRACTOR SHALL NOTIFY THE ARCHITECT IN WRITING. THE CONTRACTOR HAS BEEN DIRECTED BY THE ARCHITECT TO MAKE THE DESCRIBED CHANG SUBJECT TO LATER DETERMINATION OF COST OR CREDIT. THE CONTRACTOR SHALL CONSULT WITH THE CONSTRUCTION MANAGER AND OWNER AND REACH AGREEMENT ON THE MOST APPROPRIATE METHOD FOR DETERMINING CREDIT OR COST FOR THE CHANGE

CHANGES INITIATED BY THE CONTRACTOR A. SHOULD THE CONTRACTOR DISCOVER A DISCREPANCY AMONG THE CONTRACTOR DOCUMENTS, A CONCEALED CONDITION. OR OTHER CAUSE FOR A CHANGE IN THE WORK. CONTRACT SUM. OR CONTRACT ME OF COMPLETION, HE SHALL NOTIFY THE ARCHITECT IMMEDIATELY IN WRITING, BEFORE COMMENCING B. THE CONTRACTOR WILL ISSUE A REQUEST FOR INFORMATION (RFI) TO COMMUNICATE ALL CONTRACTOR OR SUBCONTRACTOR QUESTIONS. NEED FOR INFORMATION OR CLARIFICATION. CONTRACTOR WILL NOTIFY THE ARCHITECT OF COST AND/ OR SCHEDULE IMPACTS WHEN ISSUING THE

D. ON AGREEMENT THAT THERE IS REASONABLE CAUSE FOR THE PROPOSED CHANGE, ARCHITECT WILL ISSUE A CCD OR ASI. A. MAKE WRITTEN REPLY TO THE ARCHITECT IN RESPONSE TO EACH CHANGE ORDER PROPOSAL STATE PROPOSED CHANGE IN THE CONTRACT SUM, IF ANY. STATE PROPOSED CHANGE IN THE CONTRACT TIME OF COMPLETION, IF ANY. CLEARLY DESCRIBE OTHER CHANGES IN THE WORK REQUIRED BY THE PROPOSED CHANGE, OR

INCLUDE FULL BACKUP DATA SUCH AS SUBCONTRACTOR'S LETTER OF PROPOSAL OR SIMILAR B. WHEN COST OR CREDIT FOR THE CHANGE HAS BEEN AGREED UPON BY THE OWNER AND THE CONTRACTOR, OR THE OWNER HAS DIRECTED THAT COST OR CREDIT BE DETERMINED IN ACCORDANCI WITH PROVISION OF CONSTRUCTION CONTRACT GENERAL CONDITIONS, THE ARCHITECT OR GENERAL C. CHANGE ORDERS WILL BE DATED AND WILL BE NUMBERED IN SEQUENCE. END OF SECTION 01153

SECTION 01200 PROJECT MEETINGS

CONTRACTOR SHALL CONDUCT A PRE-CONSTRUCTION MEETING WITHIN 7 DAYS OF NOTICE TO PROCEED. AND SHALL CONDUCT PROGRESS MEETINGS AS NEEDED THROUGHOUT THE PROGRESS OF THE ORK, TO WHICH THE ARCHITECT AND OWNER SHALL BE INVITED. B. CONTRACTOR SHALL: . MAKE PHYSICAL ARRANGEMENTS FOR MEETINGS. MEETINGS SHALL BE IN SUITABLE SPACE AT THE PROJECT SITE

. RECORD MINUTES: INCLUDE ALL SIGNIFICANT PROCEEDINGS AND DECISION 3. REPRODUCE AND DISTRIBUTE COPIES OF MINUTES WITHIN THREE DAYS AFTER EACH A. TO ALL PARTICIPANTS IN MEETING AND TO ALL PARTIES AFFECTED BY DECISIONS MADE AT MEETING. END OF SECTION 01200

A. THIS SECTION SPECIFIES ADMINISTRATIVE AND PROCEDURAL REQUIREMENTS FOR SUBMITTALS

4. INSURANCE CERTIFICATES.

PROMPTLY REPORT INABILITY TO COMPLY WITH PROVISIONS

INCLUDING: 1. SHOP DRAWINGS 2 PRODUCT DATA. B. ADMINISTRATIVE SUBMITTALS: REFER TO REQUIREMENTS SPECIFIED IN OTHER DIVISION 1 FOR 2. APPLICATIONS FOR PAYMENT

3. PERFORMANCE AND PAYMENT BONDS (WHERE REQUIRED).

SUBMITTAL PROCEDURES V. COORDINATE TIMING OF SUBMITTALS WITH CONSTRUCTION ACTIVITIES. TRANSMIT SUBMITTALS WELL IN ADVANCE OF PERFORMANCE OF WORK TO AVOID DELAYS. COORDINATE SUBMITTALS OF RELATED 1. ARCHITECT MAY REJECT, OR WITHHOLD ACTION ON SUBMITTALS REQUIRING COORDINATION WITH OTHER SUBMITTALS UNTIL RELATED SUBMITTALS ARE RECEIVED 2. ALL REQUIRED FIELD VERIFICATION AND COORDINATION SHALL BE COMPLETED PRIOR TO B. PROCESSING OF SUBMITTALS: ALLOW SUFFICIENT REVIEW TIME TO ENSURE INSTALLATION WILL NOT BE 1. REVIEW BY ARCHITECT'S OFFICE ONLY: ALLOW TEN BUSINESS DAYS FOR REVIEW AND 2. REPROCESSING OF SUBMITTALS: FOR SUBMITTALS NOT APPROVED INITIALLY, ALLOW TEN NESS DAYS FOR REVIEW AND REPROCESSING OF SUBMITTALS BY ARCHITECT, AND AN ADDITIONAL FIVE BUSINESS DAYS FOR REVIEW BY EACH CONSULTANT 3. NO EXTENSION OF CONTRACT TIME WILL BE AUTHORIZED DUE TO FAILURE TO TRANSMIT

SUBMITTALS SUFFICIENTLY IN ADVANCE OF SCHEDULED PERFORMANCE OF WORK EPARATION OF SUBMITTALS: PLACE TITLE BLOCK ON EACH SUBMITTAL. INDICATE PROJECT NAME, G.C. SUBMITTAL NUMBER. SPECIFICATION SECTION. DATE OF SUBMITTAL. NAME AND ADDRESS OF CT, NAME AND ADDRESS OF CONTRACTOR, NAME AND ADDRESS OF SUBCONTRACTOR AND/OR SUPPLIER NAME OF MANUFACTURER DRAWING NUMBER AND DETAIL REFERENCE 1. CONTRACTOR'S REVIEW AND ACTION STAMP: STAMP AND SIGN EACH SUBMITTAL TO SHOW GENERAL CONTRACTOR'S REVIEW AND APPROVAL PRIOR TO TRANSMITTAL TO ARCHITECT. SUBMITTALS NOT SIGNED AND STAMPED BY CONTRACTOR WILL BE RETURNED WITHOUT ACTION 2. CUSTOMIZE SUBMITTALS AS REQUIRED TO SHOW INTERFACE WITH ADJACENT WORK 3. SOURCE: SUBMITTALS RECEIVED FROM SOURCES OTHER THAN CONTRACTOR WILL BE RETURNED WITHOUT ACTION. 4. DEVIATIONS FROM CONTRACT DOCUMENTS: WHEN PRODUCTS, MATERIALS, OR SYSTEMS SUBMITTED DEVIATE FROM CONTRACT DOCUMENTS, RECORD DEVIATIONS CLEARLY ON TRANSMITTAL

D. AFTER ARCHITECT REVIEWS SUBMITTAL, REVISE AND RESUBMIT AS REQUIRED. IDENTIFY CHANGES

E. DISTRIBUTE COPIES OF REVIEWED SUBMITTALS TO CONCERNED PERSONS. INSTRUCT RECIPIENTS TO

END OF SECTION 010300

A. AS INVESTIGATED PROPOSED PRODUCT AND DETERMINED THAT IT IS EQUIVALENT TO OR SUPERIOR IN ALLRESPECTS TO THAT SPECIFIED B. ILL PROVIDE SAME GUARANTIES, WARRANTIES OR BONDS FOR SUBSTITUTION AS FOR PRODUCT CHANGES AS MAY BE REQUIRED TO MAKE THE WORK COMPLETE IN ALL RESPECTS.
D. AIVES ALL CLAIMS FOR ADDITIONAL COSTS, UNDER CONTRACTOR'S RESPONSIBILITY, WHICH MAYSUBSEQUENTLY BECOME APPARENT. END OF SECTION 01600

SECTION 01701 CONTRACT CLOSEOUT PROCEDURES

1.01 REQUIREMENT INCLUDED A. ADMINISTRATIVE PROVISIONS FOR SUBSTANTIAL COMPLETION AND FOR FINAL ACCEPTANCE.

CLOSEOUT SUBMITTALS A. PROVIDE EVIDENCE OF COMPLIANCE WITH REQUIREMENTS OF GOVERNING AUTHORITIES 1.CERTIFICATE OF OCCUPANCY AT SUBSTANTIAL COMPLETION. CERTIFICATES OF INSPECTION REQUIRED FOR STRUCTURAL, MECHANICAL, AND ELECTRICAL YSTEMS REQUIRED AT SUBSTANTIAL COMPLETION. 2. WARRANTIES AND GUARANTEES

OR NOT SPECIFIED. D. KEYS AND KEYING SCHEDULE: UNDER PROVISIONS OF TECHNICAL SPECIFICATIONS SECTION FOR FINISH HARDWARE BY SUBSTANTIAL COMPLETION. E. EVIDENCE OF PAYMENT AND RELEASE OF CLAIMS: IN ACCORDANCE WITH THE GENERAL CONDITIONS AND SUBCONTRACTOR'S AFFIDAVIT(S) OF SATISFACTION AND/OR CONSENT OF SURETY TO FINAL PAYMENT. APPLICATION FOR FINAL PAYMENT CERTIFICATE A. SUBMIT APPLICATION FOR FINAL PAYMENT CERTIFICATE IN ACCORDANCE WITH PROVISIONS OF GENERAL

END OF SECTION 01701 MANUFACTURER'S CERTIFICATES A. WHEN REQUIRED IN SPECIFICATIONS, SUBMIT MANUFACTURER'S CERTIFICATE CERTIFYING THAT **SECTION 01710 FINAL CLEANING** PRODUCTS MEET OR EXCEED SPECIFIED REQUIREMENTS. MANUFACTURER'S FIELD SERVICES

DAMAGE SURFACES.

ANSHIP, START-UP OF EQUIPMENT TEST, ADJUST, AND BALANCE OF EQUIPMENT AND TO MAKE WRITTEN REPORT OF OBSERVATIONS AND RECOMMENDATIONS TO ARCHITECT. END OF SECTION 01405 SECTION 01500 CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

B. PROVIDE QUALIFIED PERSONNEL TO PRODUCE WORK OF SPECIFIED QUALITY.

A. COMPLY WITH INSTRUCTIONS IN FULL DETAIL. INCLUDING EACH STEP IN SEQUENCE.

SECTION 01405 CONTRACT QUALITY CONTROL

A. QUALITY CONTROL OF PRODUCTS AND WORKMANSHIP

MANUFACTURER'S INSTRUCTIONS

C. MANUFACTURER'S CERTIFICATES AND FIELD SERVICES.

1.01 REQUIREMENT INCLUDED

B. MANUFACTURER'S INSTRUCTIONS.

ARCHITECT BEFORE PROCEEDING.

D. EQUIPMENT OPERATIONS.

A. THIS SECTION SPECIFIES CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS, INCLUDING BUT NOT 1 TEMPORARY UTILITIES 2. TEMPORARY CONSTRUCTION AND SUPPORT FACILITIES. 3. TEMPORARY SIGNAGE.

A. MAINTAIN QUALITY CONTROL OVER SUBCONTRACTORS, SUPPLIERS, MANUFACTURERS, PRODUCTS

SERVICES, WORKMANSHIP AND SITE CONDITIONS, TO PRODUCE WORK IN ACCORDANCE WITH CONTRACT

A. COMPLY WITH INDUSTRY STANDARDS OF THE REGION EXCEPT WHEN MORE RESTRICTIVE TOLERANCES

B. IF INSTRUCTIONS CONFLICT WITH CONTRACT DOCUMENTS, REQUEST WRITTEN CLARIFICATION FROM

A. WHEN REQUIRED IN INDIVIDUAL SPECIFICATION SECTION, HAVE MANUFACTURE PROVIDE QUALIFIED

REPRESENTATIVE TO OBSERVE FIELD CONDITIONS, CONDITIONS OF SURFACES AND INSTALLATION, QUALITY

4. SECURITY AND PROTECTION FACILITIES. B. CONTRACTOR SHALL PAY FOR ALL COSTS RELATED TO TEMPORARY FACILITIES AND UTILITY SERVICE NCLUDING BUT NOT LIMITED TO TEMPORARY HEAT, WATER AND POWER.. C. COMPLY WITH REQUIREMENTS OF AUTHORITIES HAVING JURISDICTION, CODES, UTILITY COMPANIES, OSHA, AND INDUSTRY STANDARDS INCLUDING, BUT NOT LIMITED TO 3 NECA

D. ELECTRIC SERVICE: COMPLY WITH NEMA, NECA, AND UL STANDARDS AND REGULATIONS FOR TEMPORARY FLECTRIC SERVICE INSTALL SERVICE IN COMPLIANCE WITH NEPA 70. E. INSPECTIONS: ARRANGE FOR AUTHORITIES HAVING JURISDICTION TO INSPECT AND TEST TEMPORARY UTILITIES PRIOR TO USE. OBTAIN REQUIRED CERTIFICATIONS AND PERMITS. STORAGE: PROVIDE SECURE, LOCKED FACILITIES FOR AREAS WHERE MATERIALS AND EQUIPMENT ARE

2.01 MATERIALS, GENERAL: A. MATERIALS MAY BE NEW OR USED, BUT MUST BE ADEQUATE IN CAPACITY, MUST NOT CREATE UNSAFE CONDITIONS AND MUST NOT VIOLATE REQUIREMENTS OF APPLICABLE CODES AND STANDARDS. TEMPORARY UTILITIES

1. PROVIDE CIRCUIT AND BRANCH WIRING, WITH AREA DISTRIBUTION BOXES LOCATED SO POWER 2. PROVIDE ADEQUATE ARTIFICIAL LIGHTING WHERE NATURAL LIGHT IS NOT ADEQUATE TEMPORARY CONSTRUCTION AND SUPPORT FACILITIES

A. SCOPE: TEMPORARY CONSTRUCTION AND SUPPORT FACILITIES INCLUDE, WITHOUT LIMITATION:

2 CONSTRUCTION AIDS. 4 WATER CONTROL 5.POLLUTION AND DUST CONTROL. B. WASTE DISPOSAL: PREVENT ACCUMULATION OF DEBRIS AT CONSTRUCTION SITE POLLUTION CONTROL: PROVIDE METHODS, MEANS, AND FACILITIES REQUIRED TO PREVENT CONTAMINATION OF SOIL, WATER, OR ATMOSPHERE BY THE DISCHARGE OF NOXIOUS SUBSTANCES FROM

INSTRUCTION OPERATIONS. PERFORM EMERGENCY MEASURES REQUIRED TO CONTAIN ANY SPILLAGE AND TO REMOVE CONTAMINATED SOILS OR LIQUIDS. SECURITY AND PROTECTION FACILITIES A. SCOPE: SECURITY AND PROTECTION FACILITIES INCLUDES, BUT IS NOT LIMITED TO:

2.BARRICADES, WARNING SIGNS, LIGHTS. 3 SECURITY PROCEDURES 4.LOCATE TEMPORARY PORTABLE FIRE EXTINGUISHERS IN CONVENIENT LOCATIONS, NOT LESS THAN ONE PER FLOOR 5.STORE COMBUSTIBLE MATERIALS IN CONTAINERS IN FIRE-SAFE LOCATIONS. 6.MAINTAIN UNOBSTRUCTED ACCESS TO FIRE EXTINGUISHERS, FIRE HYDRANTS, STAIRWAYS, AND

B BARRICADES, WARNING SIGNS, AND LIGHTS: PROVIDE BARRICADES, WARNING SIGNS, WARNING LIGHTS. AND RAILINGS WITH APPROPRIATE COLORS AND GRAPHICS TO INFORM PUBLIC AND JOB-SITE PERSONNEL OF C.SECURITY PROCEDURES: SECURE PROJECT AGAINST UNAUTHORIZED ENTRY AT ALL TIMES 1.STORAGE: PROVIDE SECURE, LOCKED FACILITIES FOR AREAS WHERE MATERIALS AND EQUIPMENT ARE STORED.

END OF SECTION 01500

SECTION 01535 PROTECTION OF WORK AND PROPERTY

A. PROTECTION OF PRODUCTS AFTER INSTALLATION.

1 TEMPORARY FIRE PROTECTION

B PROTECTION OF EXISTING PROPERTY PROTECTION AFTER INSTALLATION

A. PROTECT INSTALLED PRODUCTS AND CONTROL TRAFFIC IN IMMEDIATE AREA TO PREVENT DAMAGE FROM SUBSEQUENT OPERATIONS. B. PROVIDE PROTECTIVE COVERINGS AT WALLS, PROJECTIONS, CORNERS AND JAMBS, SILLS AND SOFFITS OF OPENINGS IN AND ADJACENT TO TRAFFIC AREAS. COVER WALLS AND FLOORS OF ELEVATOR CABS AND JAMBS OF CAB DOORS WITH 3/4 INCH PLYWOOD, WHEN ELEVATORS ARE USED BY CONSTRUCTION PERSONNE . PROTECT FINISHED FLOORS AND STAIRS FROM DIRT, WEAR, AND DAM 1. SECURE HEAVY SHEET GOODS OR SIMILAR PROTECTIVE MATERIALS IN PLACE, IN AREAS

SUBJECT TO FOOT TR 2. LAY PLANKING OR SIMILAR RIGID MATERIALS IN PLACE, IN AREAS SUBJECT TO MOVEMENT OF 3. LAY PLANKING OR SIMILAR RIGID MATERIALS IN PLACE, IN AREAS WHERE STORAGE OF E. PROTECT WATERPROOFED AND ROOFED SURFACES:

1. RESTRICT USE OF SURFACES FROM TRAFFIC OF ANY KIND AND FROM STORAGE OF PRODUCTS. 2. WHEN AN ACTIVITY IS MANDATORY, OBTAIN RECOMMENDATIONS FOR PROTECTION OF SURFACES FROM INSTALLER. INSTALL PROTECTION AND REMOVE ON COMPLETION OF ACTIVITY. RESTRICT USE OF ADJACENT UNPROTECTED AREAS. MECHANICAL, PLUMBING, EQUIPMENT, HVAC SYSTEMS, DUCTWORK, AND OTHER "MEP" RELATED SYSTEMS SHALL BE PROTECTED DURING AND FOLLOWING THE COURSE OF CONSTRUCTION TO PREVENT DIRT. DUST WATER OR OTHER CONTAINMENTS FROM ENTERING. INCOMPLETE PLUMBING, FLOOR DRAINS, ALL PIPING, ALL DUCTWORK AND OTHER SYSTEMS SHALL BE CAPPED AT CLOSE OF EACH DAY TO PREVENT ANY NTRUSION OR BLOCKAGE FROM OCCURRING. ALL EQUIPMENT WILL BE PROPERLY PROTECTED AT ALL TIME WHEN WORK IS BEING PERFORMED IN THE IMMEDIATE AREA OR ABOVE. PROPER WARNING SIGNAGE, RIERS AND BARRIER TAPE WILL BE UTILIZED AS REQUIRED

PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAP A. WHEN OR WHERE ANY DIRECT OR INDIRECT DAMAGE OR INJURY IS DONE TO PUBLIC OR PRIVATE PROPERTY BY OR ON ACCOUNT OF ANY ACT, OMISSION, NEGLECT, OR MISCONDUCT IN THE EXECUTION OF THE WORK, OR IN CONSEQUENCE OF THE NON EXECUTION THEREOF BY THE CONTRACTOR, THE CONTRACTOR SHALL RESTORE, AT ITS OWN EXPENSE, SUCH PROPERTY TO A CONDITION SIMILAR OR EQUAL TO THAT EXISTING REFORE SLICH DAMAGE OR IN ILIRY WAS DONE BY REPAIRING OR OTHERWISE RESTORING AS MAY BE DIRECTED, OR IT SHALL MAKE GOOD SUCH DAMAGE OR INJURY IN AN ACCEPTABLE MANNER, AT NO ADDITIONAL COST TO THE OWNER. END OF SECTION 01535
SECTION 01569 CONSTRUCTION CLEANING

A. MAINTAIN AREAS UNDER CONTRACTOR'S CONTROL FREE OF WASTE, SCRAPS, SURPLUS MATERIAL AND B. REMOVE DEBRIS AND RUBBISH FROM PIPE CHASES, PLENUMS, ATTICS, CRAWL SPACES, AND OTHER CLOSED OR REMOTE SPACES, PRIOR TO CLOSING THE SPACE. CLEAN INTERIOR AREAS DAILY. D. ALL COMBUSTIBLE WASTE MATERIALS SHALL BE REMOVED FROM BUILDINGS AT THE END OF EACH E. BROOM CLEAN INTERIOR AREAS PRIOR TO START OF SURFACE FINISHING.

F. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION CLEANING CONTRACTOR'S FAILURE TO CLEAN A. IF THE CONTRACTOR FAILS TO MAINTAIN LEVELS OF CLEANLINESS IN WORK AREAS, SATISFACTORY TO THE ARCHITECT, THEN THE OWNER SHALL HAVE THE RIGHT TO CAUSE SUCH AREAS TO BE CLEANED BY OTHERS AND THE COSTS FOR SUCH CLEANING SHALL BE THE OBLIGATION OF THE CONTRACTOR AND SHALL BE DEDUCTED FROM ANY MONEY DUE THE CONTRACTOR. END OF SECTION 01569

SECTION 01600 MATERIALS AND EQUIPMENT 1.01 MATERIAL AND EQUIPMENT INCORPORATED INTO THE WORK A. DO NOT USE MATERIAL OR EQUIPMENT FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT IS DESIGNED PART 2 -- REUSE OF EXISTING MATERIAL 2.01 EXCEPT AS SPECIFICALLY INDICATED OR SPECIFIED, MATERIALS AND EQUIPMENT REMOVED FROM EXISTING STRUCTURE SHALL NOT BE USED IN COMPLETED WORK.

2.02FOR MATERIAL AND EQUIPMENT SPECIFICALLY INDICATED OR SPECIFIED TO BE REUSED IN THE WORK: A. USE SPECIAL CARE IN REMOVAL, HANDLING, STORAGE AND INSTALLATION, TO ASSURE PROPER FUNCTION

IN COMPLETED WORK. PART 3 -- MANUFACTURER'S INSTRUCTIONS 3.01 INSTALL, HANDLE, CLEAN AND ADJUST PRODUCTS IN STRICT ACCORD WITH MANUFACTURERS INSTRUCTIONS AND SPECIFIED REQUIREMENTS. A. SHOULD JOB CONDITIONS OR SPECIFIED REQUIREMENTS CONFLICT WITH MANUFACTURER'S INSTRUCTIONS, CONSULT WITH ARCHITECT FOR CLARIFICATION.

PART 4 -- STORAGE AND PROTECTION 4.01 STORE PRODUCTS IN ACCORDANCE WITH MANUFACTURERS INSTRUCTIONS, WITH SEALS AND LABELS INTACT AND LEGIBLE A. MAINTAIN TEMPERATURE AND HUMIDITY WITHIN RANGES REQUIRED BY MANUFACTURER'S INSTRUCTIONS. B. STORE FABRICATED PRODUCTS ON BLOCKING OR SKIDS IN SUCH A MANNER AND LOCATION THAT USPENDED FLOORS ARE NOT OVERLOADED BEYOND SAFE LIVE LOADS. C. PROTECT EXISTING FLOOR FINISH FROM DAMAGE, SOILING AND STAINING BY INCLUDING BUT NOT LIMITED TO A LAYER OF AT LEAST 6 MIL POLYETHYLENE COVERED BY PLYWOOD. D. REPAIR OR REPLACE FINISHES DAMAGED BY STORAGE OF MATERIALS OR CONSTRUCTION WORK.

5.01 CONTRACTOR'S SELECTION A. FOR A PRODUCT SPECIFIED ONLY BY DESCRIPTION, PROVIDE PRODUCT CONFORMING TO THAT SPECIFIED DESCRIPTION, SUITABLE FOR USE SHOWN ON DRAWINGS.
B. FOR A PRODUCT SPECIFIED ONLY BY REFERENCE STANDARD, PROVIDE PRODUCT CONFORMING TO THAT REFERENCE STANDARD. SUITABLE FOR USE SHOWN ON DRAWINGS. C. OR A PRODUCT SPECIFIED BY ONE OR MORE NAMES AND "OR EQUIVALENT" OR "OR EQUAL", CONTRACTOR SHALL EITHER PROVIDE ONE OF THE NAMED PRODUCTS OR CONTRACTOR SHALL SUBMIT A REQUEST FOR SUBSTITUTION FOR ANY PRODUCT NOT NAMED WHICH CONTRACTOR JUDGES TO BE OF EQUAL OR HIGHER D. OR A PRODUCT SPECIFIED BY NAME AND "NO SUBSTITUTION", CONTRACTOR SHALL PROVIDE PRODUCT

6.01 SUBSTITUTION REQUESTS A. RCHITECT OR ENGINEERS AS APPROPRIATE SHALL BE JUDGE OF ACCEPTABILITY OF PROPOSED

6.02 CONTRACTOR'S REPRESENTATION: A REQUEST FOR A SUBSTITUTION CONSTITUTES A REPRESENTATION THAT CONTRACTOR:

C. ILL COORDINATE INSTALLATION OF AN ACCEPTED SUBSTITUTION INTO THE WORK, AND MAKE SUCH OTHER

1.MANUFACTURERS STANDARD WARRANTIES SHALL BE PROVIDED FOR ALL PRODUCTS WHETHER

CONDITIONS.

A. EXECUTE CLEANING PRIOR TO INSPECTION FOR OCCUPANCY OR SUBSTANTIAL COMPLETION. A. USE PRODUCTS WHICH WILL NOT CREATE HAZARDS TO HEALTH OR PROPERTY AND WHICH WILL NOT

B. USE ONLY MATERIAL AND METHODS RECOMMENDED BY MANUFACTURER OF MATERIAL BEING CLEANED. I. UPON COMPLETION OF THE WORK AND BEFORE ACCEPTANCE AND FINAL PAYMENT IS MADE, REMOVI FROM THE SITE ALL TOOLS MACHINERY, EQUIPMENT, SURPLUS AND DISCARDED MATERIALS, RUBBISH. PROPERTY WHICH MAY HAVE BEEN DAMAGED OR DESTROYED DUE TO THE CONTRACTOR'S OPERATIONS DEPOSITED ON ADJACENT PROPERTY WILL NOT BE CONSIDERED AS HAVING BEEN DISPOSED OF

3. ALL AREAS WITHIN AND CONTIGUOUS TO THE WORK UNDER THE CONTRACT, INCLUDING ALL EXTERIOR AND INTERIOR SURFACES AND ITEMS WHERE WORK HAS BEEN PERFORMED. AS WELL AS ALL AREAS MATERIALS, SHALL BE TURNED OVER IN A NEAT AND "POLISHED" HOME-CLEAN CONDITION. "BROOM-CLEAN," AS USED IN THE CONSTRUCTION INDUSTRY, WILL NOT SUFFICE C. ALL ROOF AREAS WHERE WORK IS PERFORMED SHALL BE CLEANED OF ALL DEBRIS AND EXCESS

MATERIALS. PARTICULAR ATTENTION SHALL BE GIVEN TO GUTTERS. DOWNSPOUTS. LEADER HEADS. AND CUPPERS TO ASSURE THERE IS NO BLOCKAGE OF ANY KIND. ROOF AREAS SHALL BE INSPECTED TO ENSURE THAT NO DAMAGE TO ROOF MEMBRANES HAS OCCURRED. ANY DAMAGE DISCOVERED CAUSED BY THE CONTRACTOR'S OPERATIONS SHALL BE REPAIRED BY A LICENSED ROOFER AT NO ADDITIONAL

D. ALL GLASS SHALL BE THOROUGHLY CLEANED AND ON BOTH SIDES. E. POWER-SCRUB AND DETERGENT CLEAN ALL CERAMIC TILE FLOORS. WASH ALL CERAMIC TILE WALLS WITH DETERGENT AND CLEAN ALL WALL SURFACES. ALL PLASTIC LAMINATE AND HARDWARE SURFACES SHALL BE CLEANED AND POLISHED. END OF SECTION 01710

SECTION 01720 PROJECT RECORD DOCUMENTS REQUIREMENTS INCLUDED

A. MAINTENANCE OF RECORD DOCUMENTS AND SAMPLES B. SUBMITTAL OF RECORD DOCUMENTS MAINTENANCE OF DOCUMENTS AND SAMPLES

A. MAINTAIN RECORD DOCUMENTS IN CLEAN, DRY, AND LEGIBLE CONDITIONS. DO NOT USE RECORD DOCUMENTS FOR CONSTRUCTION PURPOSES. RECORD DOCUMENT AND "AS BUILT" RECORDS SHALL BE MAINTAINED CURRENT AT ALL TIMES. B. CONTRACT DRAWINGS AND APPROVED SHOP DRAWINGS: LEGIBLY MARK EACH ITEM TO RECORD ACTUA CONSTRUCTION, INCLUDING: 1. FIELD CHANGES OF DIMENSIONS AND DETAILS

2. CHANGES MADE BY ADDENDA, CHANGE ORDERS, IF ANY, AND WORK ORDERS, IF ANY. 3. DETAILS NOT ON ORIGINAL CONTRACT DRAWINGS 4. REFERENCES TO RELATED SHOP DRAWINGS AND MODIFICATIONS. C SPECIFICATIONS AND ADDENDA: LEGIBLY MARK EACH SECTION TO RECORD 1. MANUFACTURER, TRADE NAME, CATALOG NUMBER, AND SUPPLIER OF EACH PRODUCT AND ITEM OF FOUIPMENT ACTUALLY INSTALLED D. OTHER DOCUMENTS: MAINTAIN MANUFACTURER'S CERTIFICATION, INSPECTION CERTIFICATIONS, FIELD TEST RECORDS REQUIRED BY INDIVIDUAL SPECIFICATION SECTIONS.

A. AT SUBSTANTIAL COMPLETION, DELIVER RECORD DOCUMENTS AND SAMPLES TO OWNER. 3. TRANSMIT WITH COVER LETTER LISTING: 2 PROJECT TITLE AND NUMBER 3. CONTRACTOR'S NAME, ADDRESS AND TELEPHONE NUMBER.

4. NUMBER AND TITLE OF EACH RECORD DOCUMENT

EXTRA MATERIAL A. WHERE SPECIFICATION SECTION REQUIRES FURNISHING EXTRA MATERIAL TO THE OWNER FOR FUTURE MAINTENANCE USE, FURNISH MATERIALS AS SPECIFIED IN MANUFACTURER'S STANDARD PACKAGING AND WITH UITABLE LABELING TO IDENTIFY CONTENTS OF EACH PACKAGE. END OF SECTION 01720

SECTION 01740 WARRANTIES AND GUARANTEES A. OBTAIN AND SUBMIT WARRANTIES AND GUARANTEES. EXECUTED IN DUPLICATE BY SUBCONTRACTORS SUPPLIERS AND MANUFACTURERS, WITHIN TEN (10) DAYS AFTER SUBSTANTIAL COMPLETION. DATE OF EGINNING OF TIME OF WARRANTY WILL BE NO EARLIER THAT THE DATE WHEN THE OWNER TAKES

B. WARRANTIES SHALL BE AS SPECIFIED IN INDIVIDUAL SECTIONS. STANDARD MANUFACTURERS WARRANTIES SHALL BE PROVIDED FOR ALL PRODUCTS WITH STANDARD MANUFACTURER'S WARRANTY, END OF SECTION 01740

SECTION 09310 CERAMIC TILE

TILE FOR WALLS OVER TILE BACKER BOARD AT WET AREAS, THINSET. SAMPLES: SUBMIT SAMPLES OF ALL FINISH MATERIALS SPECIFIED UNDER THIS

SECTION TO THE ARCHITECT FOR SELECTION AND APPROVAL GROUT: SAMPLES SHOWING MANUFACTURER'S STANDARD GROUT COLORS.
MANUFACTURER'S PRODUCT DATA: SUBMIT MANUFACTURER'S PRODUCT DATA FOR TYPE OF TILE AND TILE ACCESSORY, THRESHOLD, AND TILE SETTING/WATERPROOFING MATERIALS.

PERFORMANCE REQUIREMENTS
STATIC COEFFICIENT OF FRICTION: FOR TILE INSTALLED ON WALKWAY SURFACES, PROVIDE PRODUCTS WITH THE FOLLOWING VALUES AS DETERMINED BY TESTING IDENTICAL PRODUCTS LEVEL SURFACES & STEPS: MINIMUM 0.6 RAMP SURFACES: MINIMUM 0.8

QUALITY ASSURANCE AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI) A108.5 INSTALLATION OF CERAMIC TILE. A118.4 LATEX-PORTLAND CEMENT MORTAF A108.6 SETTING CERAMIC TILE WITH EPOXY A118.10 WATERPROOFING

CONFORM TO THE GOVERNING LAWS AND BUILDING CODE AND THE TCA HANDBOOK. PRODUCT DELIVERY, STORAGE, AND HANDLING TILE SHALL BE BROUGHT TO THE SITE IN ORIGINAL UNOPENED CONTAINERS WITH GRADE SEALS INTACT. MORTAR SHALL BE DELIVERED IN ORIGINAL, UNOPENED CONTAINERS MARKED WITH

A137.1 GRADE STANDARI

TYPE AND QUALITY OF PRODUCT. PRODUCTS SPECIFIED ARE BY CIOT, OLYMPIA TILE AND DALTILE. REFER TO MATERIAL AND COLOR SCHEDULE FOR TYPE AND LOCATION.

1. BASE: COVERED 2. CAP : SURFACE BULLNOSE 3. CORNER: FIELD BUTTED SQUARE CORNERS EXCEPT AT COVERED BASE MATERIAL AND COLOR: AS APPROVED BY ARCHITECT

PORTLAND CEMENT: ASTM C 150, TYPE 1 LIME: HYDRATED, ASTM C 206, TYPE S OR ASTM C 207, TYPES.

WATER: CLEAN, POTABLE, FROM PUBLIC MAINS. FREE OF EXCESSIVE AMOUNTS OF SALTS, ACIDS, ALKALIS, OR OTHER DELETERIOUS MATERIALS. LATEX-PORTLAND CEMENT MORTAR: SHALL BE PREPACKAGED AND PRESANDED, CONFORMING TO ANSI A118.4. AS MANUFACTURED BY UPCO COMPANY; MAPEL, INC.; LATICRETE TERNATIONAL, INC.; OR APPROVED EQUAL. PROVIDE MEDIUM-SETTING BED TYPE AND THICKNESS AT LATEX-PORTLAND CEMENT GROUT: PROPRIETARY, FACTORY-PACKAGE PRECOLORED LATEX- PORTLAND CEMENT GROUT MIXES CONFORMING TO ANSI A118.6. EQUAL TO HYDROMENT CERAMIC TILE GROUT", MANUFACTURED BY THE UPCO COMPANY, LATIC

INTERNATIONAL. INC. EQUIVALENT PRODUCTS MANUFACTURED BY L&M-SURCO MFG.. INC.. OR EQUAL RODUCT BY MANUFACTURER LICENSED BY TILE COUNCIL OF AMERICA, AS APPROVED BY ARCHITEC SELECTION OF AT LEAST FOURTEEN STANDARD COLORS PLUS BLACK, WHITE, AND NATURAL MUST BE AVAILABLE FOR ARCHITECT'S SELECTION, AND GROUT-MIXES MUST BE COMPLETE PACKAGED, WITH ONLY ADDITION OF ACRYLIC LATEX GROUT ADDITIVE REQUIRED. PRECOLORED EPOXY GROUT MIXES CONFORMING TO ANSI A108.6, EQUAL TO "LATIPOXY SP 100A BY TILE COUNCIL OF AMERICA, AS APPROVED BY ARCHITECT. COLORS AS SELECTED BY THE ARCHITECT USE WATERPROOFING/ANTI-FRACTURE MEMBRANE AT ALL CRACKS AND JOINTS IN FLOORS IN ACCORDANCE WITH ANSI A118.10-1999.

WATERPROOFING FOR THIN-SET TILE INSTALLATIONS WATERPROOFING: FABRIC-REINFORCED, FLUID-APPLIED SYSTEM CONSISTING OF PRODUCT AND MANUFACTURER - BASIS OF DESIGN: LATICRETE 9235 WATERPROOF MEMBRANE: INSTALL WATERPROOFING SETTING SYSTEM FOR SHOWER STALLS AND SHOWER STALL BASES

SURFACES TO RECEIVE MATERIALS UNDER THIS SECTION SHALL BE TURNED OVER TO THIS TRADE, TRUE, PLUMB, AND LEVEL (OR UNIFORMLY SLOPED TO REQUIRED PITCH) AND SHALL BE CLEAN, FREE OF DUST, GREASE, OIL, PAINT, MASTICS, AND OTHER DELETERIOUS MATERIALS, AND SUFFICIENTLY CURED AND DRIED. READY TO RECEIVE THE TILE THOROUGHLY EXAMINE ALL SURFACES TO RECEIVE WORK OF THIS SECTION, AND NOTIFY ARCHITECT IN WRITING OF ALL CONDITIONS WHICH WOULD ADVERSELY AFFECT THE WORK. DO NOT COMMENCE WORK IN ANY AREA WHERE SUCH NOTICE OF ADVERSE CONDITIONS HAS BEEN FILED. UNTIL CORRECTIVE WORK HAS BEEN COMPLETED OR WAIVED. STARTING OF VORK WITHOUT ISSUANCE OF SUCH NOTICE SHALL CONSTITUTE ACCEPTANCE OF CONDITIONS AS BEING SATISFACTORY TO PROPERLY RECEIVE THE WORK OF THIS SECTION 1. DO FINAL CLEANING OF SURFACES JUST PRIOR TO INSTALLATION OF TILE

SECTION 09310 CERAMIC TILE (CONTINUED)

3.02 INSTALLATION

INSTALL AND GROUT TILE IN ACCORDANCE WITH THE PROVISIONS OF THE STANDARD SPECIFICATION AND PUBLISHED DETAILS ABOVE, AS FOLLOWS AND IN ACCORDANCE WITH TCA "RECOMMENDED USES". ROOM TEMPERATURES SHALL BE MAINTAINED AT TEMPERATURES ABOVE 40 DEGREES F. FOR AT LEAST 48 HOURS PRIOR TO COMMENCING THE WORK, DURING THE TILE WORK, AND UNTIL COMPLETION OF PROJECT WHERE POSSIBLE, LAY OUT WORK SO THAT NO TILES LESS THAN HALF SIZE OCCUR. MAINTAIN PLUMB AND TRUE FINISH SURFACES. MAINTAIN JOINTS STRAIGHT, TRUE, LEVEL, PLUMB. ALL JOINTS SHALL BE STRAIGHT AND CONTINUOUS IN BOTH DIRECTIONS. INCLUDING JOINTS BETWEEN ADJOINING SHEETS AND JOINTS AT CUT TILE. REMOVE AND REPLACE ALL ILE WORK WHICH DOES NOT COMPLY WITH SPECIFICATIONS.

PROVIDE TILE JOINTS 1/16" THICK MAXIMUM. UNIFORM IN WIDTH. MAKE JOINTS SMOOTH AND EVEN, WITHOUT VOIDS, CRACKS OR EXCESS MORTAR OR GROUT GROUTING: GROUT THE JOINTS MAXIMUM 1/16" WIDE WITH PROPRIETARY GROUT MIXES AS SPECIFIED. DO NOT COMMENCE GROUTING UNTIL 24 HOURS AFTER TILE INSTALLATION. FOLLOW INSTRUCTIONS OF THE MANUFACTURER AND THE AFOREMENTIONED STANDARD SPECIFICATIONS. WET TILE WHERE NECESSARY IMMEDIATELY. DAMP CURE GROUT JOINTS AT LEAST THREE CONSECUTIVE DAYS COMMENCING IMMEDIATELY AFTER JOINTS HAVE SET. AFTER GROUTING, PROTECT TILE WORK FROM TRAFFIC FOR AT LEAST SEVEN DAYS. REMOVE ALL WORK NOT CONFORMING TO SPECIFICATION REQUIREMENTS AND REPLACE WITH ACCEPTABLE WORK.

AFTER GROUT HAS SET. POLISH TILE FREE OF ALL DIRT AND MORTAR OR GROUT STAINS WITH CLEAN, WHITE CLOTHS, USING SPONGES AND CLEAN WATER. LEAVE WORK CLEAN AND SPOTLESS. ACID CLEANERS ARE NOT PERMITTED. PROTECTION AND FINAL CLEANING AFTER THE PLACING, CURING, AND INITIAL CLEANING OF THE WORK OF THIS

ADDITIONAL MATERIALS A. FURNISH TO OWNER ADDITIONAL, FACTORY SEALED, ORIGINAL CARTONS
CONTAINING A TOTAL OF AT LEAST 5% OF THE AMOUNT OF EACH DIFFERENT TYPE AND COLOR OF CERAMIC TILE USED ON THE PROJECT.

SECTION, PROTECT THE WORK FROM DAMAGE UNTIL SUBSTANTIAL COMPLETION. PROVIDE ALL

END OF SECTION SECTION 09670 RESILIENT BASE

NECESSARY PROTECTIVE BARRIERS, COVERS, ETC., AS REQUIRED.

1.01 DESCRIPTION OF WORK . ACCEPTABLE MANUFACTURER: REFER TO MATERIAL AND COLOR SCHEDULE. B, WALL BASE: PROVIDE RUBBER WALL BASE CONFORMING TO FS SS-W-40, TYPE 1, WITH UV HIBITORS; WITH MATCHING END STOPS, AND PREMOLDED CORNER UNITS. REFER TO MATERIAL AND **COLOR SCHEDULE** 1.HEIGHT: 4 IN. UNLESS NOTED OTHERWISE. 2.THICKNESS: 1/8 IN. GAGE. 3.STYLE: TOP-SET COVE AT RESILIENT FLOORING, STRAIGHT AT CARPET. 4 FINISH: MATTE

SUBMIT MANUFACTURERS PRODUCT DATA AND SAMPLES.

5.COLORS: AS INDICATED ON FINISH **SCHEDULE**.

1.03 PROJECT CONDITIONS EXAMINE PROJECT CONDITIONS PRIOR TO INSTALLATION & NOTIFY ARCHITECT OF ANY CONDITIONS WHICH MAY AFFECT THE INSTALLERS ABILITY TO PERFORM A SATISFACTORY INSTALLATION. DO NOT ALLOW WORK TO PROCEED UNTIL SUBFLOOR SURFACES ARE SATISFACTORY. INDICATE ADVERSE CONDITIONS OF ANY TYPE BY LETTER TO ARCHITECT AND FLOORING DISTRIBUTOR. 1 04 INSTALLATION

A. INSTALL PER MANUFACTURERS WRITTEN INSTRUCTIONS B. INSTALL RESILIENT BASE IN MANNER TO ENSURE UNIFORM POSITIVE CONTACT WITH SUB-SURFACE. ND TO PRODUCE FINISHED SURFACES WHICH ARE SMOOTH, EVEN, AND IN TRUE PLANES, FREE O BUCKLES, WAVES, AND OTHER IMPERFECTIONS. STORE AND USE ADHESIVE IN ACCORDANCE WITH

A. CLEAN BASE AND ADJACENR AREAS OF ANY EXCESS ADHESIVE OR DEBRIS.

END OF SECTION 09670

SECTION 079200 JOINT SEALANTS

A. THIS SECTION INCLUDES JOINT SEALANTS FOR THE FOLLOWING APPLICATIONS, INCLUDING THOSE 1. EXTERIOR JOINTS IN VERTICAL SURFACES AND HORIZONTAL NONTRAFFIC SURFACES. . EXTERIOR JOINTS IN HORIZONTAL TRAFFIC SURFACES. 3. INTERIOR JOINTS IN VERTICAL SURFACES AND HORIZONTAL NONTRAFFIC SURFACES. 4. INTERIOR JOINTS IN HORIZONTAL TRAFFIC SURFACES. B. SEE DIVISION 8 SECTION "GLAZING" FOR GLAZING SEALANTS.

1.02 PERFORMANCE REQUIREMENTS A. PROVIDE ELASTOMERIC JOINT SEALANTS THAT ESTABLISH AND MAINTAIN WATERTIGHT AND AIRTIGHT CONTINUOUS JOINT SEALS WITHOUT STAINING OR DETERIORATING JOINT SUBSTRATES. A. SPECIAL INSTALLER'S WARRANTY: INSTALLER'S STANDARD FORM IN WHICH INSTALLER AGREES TO

REPAIR OR REPLACE ELASTOMERIC JOINT SEALANTS THAT DO NOT COMPLY WITH PERFORMANCE AND

OTHER REQUIREMENTS SPECIFIED IN THIS SECTION WITHIN SPECIFIED WARRANTY PERIOD. 1 WARRANTY PERIOD: FIVE YEARS FROM DATE OF SUBSTANTIAL COMPLETION B. SPECIAL MANUFACTURER'S WARRANTY: MANUFACTURER'S STANDARD FORM IN WHICH ELASTOMERIC SEALANT MANUFACTURER AGREES TO FURNISH ELASTOMERIC JOINT SEALANTS TO REPAIR OR REPLACE HOSE THAT DO NOT COMPLY WITH PERFORMANCE AND OTHER REQUIREMENTS SPECIFIED IN THIS SECTION WITHIN SPECIFIED WARRANTY PERIOD

1. WARRANTY PERIOD: TWENTY YEARS FROM DATE OF SUBSTANTIAL COMPLETION. A COMPATIBILITY PROVIDE JOINT SEALANTS, BACKINGS, AND OTHER RELATED MATERIALS THAT ARE COMPATIBLE WITH ONE ANOTHER AND WITH JOINT SUBSTRATES BASED ON TESTING AND FIELD B. VOC CONTENT OF INTERIOR SEALANTS: PROVIDE SEALANTS AND SEALANT PRIMERS FOR USE THE WEATHERPROOFING SYSTEM THAT COMPLY WITH THE FOLLOWING LIMITS FOR VOC CONTENT

2. NONMEMBRANE ROOF SEALANTS: 300 G/L.
3. SINGLE-PLY ROOF MEMBRANE SEALANTS: 450 G/L 4. SEALANT PRIMERS FOR NONPOROUS SUBSTRATES: 250 G/L 5. SEALANT PRIMERS FOR POROUS SUBSTRATES: 775 G/L. 6 MODIFIED BITUMINOUS SEALANT PRIMERS: 500 G/L

WHEN CALCULATED ACCORDING TO 40 CFR 59. SUBPART F (EPA METHOD 24):

1. TREMCO: THC 900 OR DYMERIC.

C. COLORS OF EXPOSED JOINT SEALANTS: AS SELECTED BY ARCHITECT FROM MANUFACTURER'S FULL 2.03 SEALANT FOR TRAFFIC JOINTS A. ASTM C920, TYPE S (SINGLE COMPONENT) OR TYPE M (MULTICOMPONENT); GRADE P (POURABLE) OR GRADE NS (NON AG); CLASS 25, USE T AND M; AND OF COLORS AS SELECTED BY ARCHITECT-ENGINEER COATING. MANUFACTURER'S STANDARD COLOR CHART 3. ACCEPTABLE MANUFACTURERS AND BRANDS

2. PECORA: UREXPAN NR-200 OR NR-20L 3. SONNEBORN: SONOLASTIC PAVING JOINT SEALANT 2.04 SEALANT FOR NON-TRAFFIC JOINTS . ASTM C920, TYPE S (SINGLE COMPONENT) OR TYPE M (MULTICOMPONENT); GRADE NS (NONSAG); CLASS 25; USE NT, M, G AND A; AND OF COLORS SELECTED BY ARCHITECT-ENGINEER FROM 1. TREMCO: DYMERIO

2. PECORA: DYNATROL I OR DYUNATROL II 3. SONNEBORN: SONOLASTIC NPI OR NPII. 4. DOW: DOW CORNING 790 SILICONE BUILDING SEALANT, DOW CORNING 795 SILICONE BUILDING SEALANT, OR DOW CORNING 999 SILICONE GLAZING SEALANT. A. ASTM C920, TYPE S (SINGLE COMPONENT) OR TYPE M (MULTICOMPONENT); GRADE NS (NONSAG)

CLASS 25; USE NT, M, G AND A; AND OF COLORS AS SELECTED BY ARCHITECT FROM MANUFACTURER'S B. ACCEPTABLE MANUFACTURERS AND BRANDS 1. TREMCO: DYMERIC. 2. PECORA: DYNATROL I OR DYNATROL II. 3. SONNEBORN: SONOLASTIC NPI OR NPII. 4. GENERAL ELECTRIC: SILPRUF WEATHERPROOFING SEALANT 5. DOW: DOW CORNING 790 SILICONE BUILDING SEALANT, DOW CORNING 795 SILICONE

BUILDING SEALANT, OR DOW CORNING 999 SILICONE GLAZING SEALANT.

6. MAMECO: VULKEM 116 AND VULKEM 922. 2.08 MISCELLANEOUS MATERIALS A. PRIMER: MATERIAL RECOMMENDED BY JOINT-SEALANT MANUFACTURER WHERE REQUIRED FOR ADHESION OF SEALANT TO JOINT SUBSTRATES INDICATED, AS DETERMINED FROM PRECONSTRUCTION JOINT-SEALANT SUBSTRATE TESTS AND FIELD TESTS. B. CLEANERS FOR NONPOROUS SURFACES. CHEMICAL CLEANERS ACCEPTABLE TO MANUFACTURERS OF SEALANTS AND SEALANT BACKING MATERIALS. FREE OF OILY RESIDUES OR OTHER SUBSTANCES CAPABLE OF STAINING OR HARMING JOINT SUBSTRATES AND ADJACENT NONPOROUS SURFACES IN ANY A. COMPONENTS

WAY, AND FORMULATED TO PROMOTE OPTIMUM ADHESION OF SEALANTS TO JOINT SUBSTRATES. 3.01 PREPARATION A. SURFACE CLEANING OF JOINTS: CLEAN OUT JOINTS IMMEDIATELY BEFORE INSTALLING JOINT 1.CLEAN SURFACES WITH CHEMICAL CLEANERS OR OTHER MEANS THAT DO NOT STAIN, HARM SUBSTRATES. OR LEAVE RESIDUES CAPABLE OF INTERFERING WITH ADHESION OF JOINT SEALANTS. B. JOINT PRIMING: PRIME JOINT SUBSTRATES WHERE RECOMMENDED IN WRITING BY JOINT-SEALANT MANUFACTURER. MASKING TAPE: USE MASKING TAPE WHERE REQUIRED TO PREVENT CONTACT OF SEALANT WITH ADJOINING SURFACES THAT OTHERWISE WOULD BE PERMANENTLY STAINED OR DAMAGED BY SUCH

IMMEDIATELY AFTER TOOLING WITHOUT DISTURBING JOINT SEAL. INSTALLATION SEALANT INSTALLATION STANDARD: COMPLY WITH RECOMMENDATIONS IN ASTM C 1193 FOR USE OF JOINT SEALANTS AS APPLICABLE TO MATERIALS, APPLICATIONS, AND CONDITIONS INDICATED. I. INSTALL SEALANT BACKINGS OF TYPE INDICATED TO SUPPORT SEALANTS DURING APPLICATION AND AT POSITION REQUIRED TO PRODUCE CROSS-SECTIONAL SHAPES AND DEPTHS OF INSTALLED SEALANTS SUPPORTED EQUIPMENT RELATIVE TO JOINT WIDTHS THAT ALLOW OPTIMUM SEALANT MOVEMENT CAPABILITY 1. DO NOT LEAVE GAPS BETWEEN ENDS OF SEALANT BACKINGS.

3. REMOVE ABSORBENT SEALANT BACKINGS THAT HAVE BECOME WET BEFORE SEALANT C. INSTALL BOND-BREAKER TAPE BEHIND SEALANTS WHERE SEALANT BACKINGS ARE NOT USEC 1. PLACE SEALANTS SO THEY DIRECTLY CONTACT AND FULLY WET JOINT SUBSTRATES. 2. COMPLETELY FILL RECESSES IN EACH JOINT CONFIGURATION 3. PRODUCE UNIFORM, CROSS-SECTIONAL SHAPES AND DEPTHS RELATIVE TO JOINT WIDTHS THAT ALLOW OPTIMUM SEALANT MOVEMENT CAPABILITY E. TOOLING OF NONSAG SEALANTS: IMMEDIATELY AFTER SEALANT APPLICATION AND BEFORE SKINNING

SMOOTH, UNIFORM BEADS OF CONFIGURATION INDICATED; TO ELIMINATE AIR POCKETS; AND TO ENSURE CONTACT AND ADHESION OF SEALANT WITH SIDES OF JOINT 1. REMOVE EXCESS SEALANT FROM SURFACES ADJACENT TO JOINTS. 2. USE TOOLING AGENTS THAT ARE APPROVED IN WRITING BY SEALANT MANUFACTURER AND THAT DO NOT DISCOLOR SEALANTS OR ADJACENT SURFACES. 3. PROVIDE CONCAVE JOINT CONFIGURATION PER FIGURE 5A IN ASTM C1193, UNLESS F. INSTALLATION OF PREFORMED SILICONE-SEALANT SYSTEM: COMPLY WITH MANUFACTURER'S WRITTEN INSTRUCTIONS. G. INSTALLATION OF PREFORMED FOAM SEALANTS: INSTALL EACH LENGTH OF SEALANT IMMEDIATELY AFTER REMOVING PROTECTIVE WRAPPING, TAKING CARE NOT TO PULL OR STRETCH MATE PRODUCING SEAL CONTINUITY AT ENDS. TURNS, AND INTERSECTIONS OF JOINTS, FOR APPLICATIONS AT LOW AMBIENT TEMPERATURES WHERE EXPANSION OF SEALANT REQUIRES ACCELERATION TO PRODUCE SEAL. APPLY HEAT TO SEALANT IN COMPLIANCE WITH SEALANT MANUFACTURER'S WRITTEN H. CLEAN OFF EXCESS SEALANT OR SEALANT SMEARS ADJACENT TO JOINTS AS THE WORK MANUFACTURERS OF JOINT SEALANTS AND OF PRODUCTS IN WHICH JOINTS OCCUR.

END OF SECTION 079200

OR CURING BEGINS. TOOL SEALANTS ACCORDING TO REQUIREMENTS SPECIFIED BELOW TO FORM

SECTION 087000 FINISH HARDWARE

THE WORK IN THIS SECTION SHALL INCLUDE FURNISHING OF ALL ITEMS OF FINISH HARDWARE AS HEREINAFTER SPECIFIED OR OBVIOUSLY NECESSARY TO COMPLETE THE BUILDING. HARDWARE PROVIDER SHALL COORDINATE HARDWARE WITH CARD READER AND ALARM PROVIDER. CONTRACTOR SHALL SUBMIT HARDWARE SCHEDULE FOR APPROVAL.

A. FURNISH LABOR AND MATERIAL TO COMPLETE HARDWARE WORK INDICATED, AS SPECIFIED HEREIN, OR AS MAY BE REQUIRED BY ACTUAL CONDITIONS AT BUILDING. B INCLUDE ALL NECESSARY SCREWS BOLTS EXPANSION SHIFLDS OTHER DEVICES IF NECESSARY AS REQUIRED FOR PROPER HARDWARE APPLICATION. THE HARDWARE SUPPLIER SHALL ASSUME ALL RESPONSIBILITY FOR CORRECT QUANTITIES.

C. ALL HARDWARE SHALL MEET THE REQUIREMENTS OF FEDERAL STATE AND LOCAL CODES HAVING IURISDICTION OVER THIS PROJECT, NOTWITHSTANDING ANY REAL OR APPARENT CONFLICT THEREWITH IN THESE SPECIFICATIONS. FIRE-RATED OPENINGS:

1. PROVIDE HARDWARE FOR FIRE-RATED OPENINGS IN COMPLIANCE WITH ANSI, NFPA PAMPHLET NO. 80, NFPA STANDARDS NO. 101, UBC 702 (1997) AND UL10C. THIS REQUIREMENT TAKES PRECEDENCE OVER OTHER REQUIREMENTS FOR SUCH HARDWARE PROVIDE ONLY HARDWARE THAT HAS BEEN TESTED AND LISTED BY ULL FOR THE TYPES AND SIZES OF DOORS REQUIRED AND COMPLIES WITH THE REQUIREMENTS OF THE DOOR AND DOOR FRAME LABELS. 2. WHERE PANIC EXIT DEVICES ARE REQUIRED ON FIRE-RATED DOORS. PROVIDE SUPPLEMENTARY MARKING ON DOOR UL LABEL INDICATING FIRE DOOR TO BE EQUIPPED

WITH FIRE EXIT HARDWARE AND PROVIDE UL LABEL ON EXIT DEVICE INDICATING "FIRE EXIT

E. FASTENERS: 1. HARDWARE AS FURNISHED SHALL CONFORM TO PUBLISHED TEMPLATES GENERALLY PREPARED FOR MACHINE SCREW INSTALLATION. 2. FURNISH EACH ITEM COMPLETE WITH ALL SCREWS REQUIRED FOR INSTALLATION.

TYPICALLY, ALL EXPOSED SCREWS INSTALLATION. INSOFAR AS PRACTICAL FURNISHED CONCEALED TYPE FASTENERS FOR HARDWARE UNITS THAT HAVE EXPOSED SCREWS SHALL BE FURNISHED WITH PHILLIPS FLAT HEAD SCREWS, FINISHED TO MATCH ADJACENT HARDWARE.

DOOR CLOSERS AND EXIT DEVICES TO BE INSTALLED WITH CLOSED HEAD THROUGH BOLTS (SEX

A. TO THE GREATEST EXTENT POSSIBLE, OBTAIN EACH KIND OF HARDWARE FROM ONLY ONE B. ALL NUMBERS AND SYMBOLS USED HEREIN HAVE BEEN TAKEN FROM THE CURRENT

CATALOGUES OF THE FOLLOWING MANUFACTURERS.

PRODUCT **ACCEPTABLE** SUBSTITUTE Locks & Latches Cylinders, Keys, Keying Schlage Everest No Substitution Glvnn Johnson Wall Stops/Floor Trimco, Burns Stops, Flushbolts Kick Plates Trimco, Burns Threshold/Weather-strip Key Cabinet

: IF MATERIAL MANUFACTURED BY OTHER THAN THAT SPECIFIED OR LISTED HEREWITH AS AN FOUAL IS TO BE BID UPON, PERMISSION MUST BE REQUESTED FROM THE ARCHITECT SEVEN (7) DAYS PRIOR TO BIDDING. IF SUBSTITUTION IS ALLOWED, IT WILL BE SO NOTED BY ADDENDUM.

A. EXTERIOR HINGES TO BE STAINLESS STEEL (32D) AND INTERIOR HINGES TO BE SATIN

CHROME (26D). DOOR CLOSERS TO BE ALUMINUM. LOCKS TO BE SATIN CHROME (26D), EXIT DEVICES SATIN CHROME (26D) OVERHEAD HOLDERS TO BE STAINLESS STEEL (32D). FLAT GOODS TO BE SATIN CHROME (26D) OR STAINLESS STEEL (32D) AND THE THRESHOLDS TO BE MILL FINISH A. EXTERIOR BUTTS SHALL BE STAINLESS STEEL. BUTTS ON ALL OUT SWINGING DOORS SHALL BE FURNISHED WITH NON-REMOVABLE PINS (NRP). B. INTERIOR BUTTS SHALL BE AS LISTED. C. DOORS 5' OR LESS IN HEIGHT SHALL HAVE TWO (2) BUTTS. FURNISH ONE (1) ADDITIONAL BUTT FOR

EACH 2'6" IN HEIGHT OR FRACTION THEREOF. DUTCH DOOR SHALL HAVE TWO (2) BUTTS PER LEAF.

A. ALL LOCKS AND CYLINDERS SHALL BE SCHLAGE EVEREST KEY SYSTEM, ALL BITTINGS SHALL BE

B. PROVIDE TWO (2) EACH CHANGE KEYS PER LOCK AND SIX (6) EACH GRAND MASTER AND MASTER

KEYS. ALL KEYS TO BE PATENT RESTRICTED. END OF SECTION 087000

DELIVERY, STORAGE, AND HANDLING

SECTION 092116 GYPSUM BOARD ASSEMBLIE INTERIOR GYPSUM WALLBOARD. 2. TILE BACKING PANELS. 3. NON-LOAD-BEARING STEEL FRAMING

ISSUED BY SCHLAGE LOCK, MATCHING EXISTING

A.SUBMIT MANUFACTURERS PRODUCT DATA IN ACCORDANCE WITH CONTRACT DOCUMENTS. B.CLEARLY INDICATE SPECIFIC PRODUCTS INTENDED FOR USE AND LOCATIONS FOR EACH

A.DELIVER MATERIALS IN ORIGINAL PACKAGES BEARING NAME OF MANUFACTURER OR B.STORE MATERIALS INSIDE AND KEEP DRY AND PROTECTED FROM WEATHER. STACK GYPSUM PANELS FLAT TO PREVENT SAGGING. A.ENVIRONMENTAL LIMITATIONS: COMPLY WITH ASTM C 840 REQUIREMENTS OR GYPSUM

BOARD MANUFACTURER'S WRITTEN RECOMMENDATIONS, WHICHEVER ARE MORE STRINGENT. MANUFACTURERS B. LA FARGE STEEL FRAMING

A. STEEL FRAMING, GENERAL: COMPLY WITH ASTM C 754 FOR CONDITIONS INDICATED.

1.STEEL SHEET COMPONENTS: METAL COMPLYING WITH ASTM C 645 REQUIREMENTS. A. PROTECTIVE COATING 1) INTERIOR APPLICATIONS: MANUFACTURER'S STANDARD CORROSION-RESISTANT ZINC 2) EXTERIOR APPLICATIONS: ASTM A 653/A 653M, G60 HOT-DIP GALVANIZED ZINC COATING. B.SUSPENDED CEILING AND SOFFIT FRAMING 1.TIE WIRE: ASTM A 641/A 641M, CLASS 1 ZINC COATING, SOFT TEMPER, 0.0625-INCH DIAMETER WIRE, OR DOUBLE STRAND OF 0.0475-INCH-DIAMETER WIRE. A.ANCHORS: FABRICATED FROM CORROSION-RESISTANT MATERIALS WITH HOLES OR LOOPS

FOR ATTACHING HANGER WIRES AND CAPABLE OF SUSTAINING, A LOAD EQUAL TO FIVE TIMES THA IMPOSED BY CONSTRUCTION AS DETERMINED BY TESTING ACCORDING TO ASTM E 488 BY AQUALIFIED 1) TYPE: CAST-IN-PLACE ANCHOR, DESIGNED FOR ATTACHMENT TO CONCRETE FORMS. B. POWDER-ACTUATED FASTENERS: FABRICATED FROM CORROSION-RESISTANT MATERIALS, WITH CLIPS OR OTHER DEVICES FOR ATTACHING HANGERS CAPABLE OF SUSTAINING, A LOAD EQUAL TO EN (10) TIMES THAT IMPOSED BY CONSTRUCTION AS DETERMINED BY TESTING ACCORDING TO ASTM E 1190 BY A QUALIFIED INDEPENDENT TESTING AGENCY. 3. WIRE HANGERS: ASTM A 641/A 641 M, CLASS 1 ZINC COATING, SOFT TEMPER, 0.162- INCH 4. ROD HANGERS: ASTM A 510 (ASTM A 510M), MILD CARBON STEEL, 1/4-INCH DIAMETER WITH PROTECTIVE COATING: ASTM A 153/A 153M. HOT-DIP GALVANIZED 5. CARRYING CHANNELS: COLD-ROLLED, COMMERCIAL-STEEL SHEET WITH A BASE METAL THICKNESS OF 0.0538 INCH, A MINIMUM 1/2-INCH-WIDE FLANGE, AND IN DEPTH INDICATED.

A. COLD ROLLED CHANNELS: 0.0538-INCH BARE STEEL THICKNESS, WITH MINIMUM $\frac{1}{2}$ -INCH-WIDE FLANGE, 34 INCH DEEP. B. STEEL STUDS: ASTM C 645. IN DEPTH INDICATED 1) MINIMUM BASE METAL THICKNESS: 0.0179 INCH. WITH DEPTH OF 1-5/8 INCHES, 2-1/2 INCHES, 3-5/8 INCHES, 6 INCHES. 7. HAT-SHAPED, RIGID FURRING CHANNELS: ASTM C 645, 7/8 INCH DEEP A. MINIMUM BASE METAL THICKNESS: 0.0179 INCH. 8. GRID SUSPENSION SYSTEM FOR INTERIOR CEILINGS: ASTM C 645, DIRECT-HUNG SYSTEM DMPOSED OF MAIN BEAMS AND CROSS-FURRING MEMBERS THAT INTERLOCK. A. PRODUCTS: SUBJECT TO COMPLIANCE WITH REQUIREMENTS, PROVIDE ONE OF THE FOLLOWING:

1)ARMSTRONG WORLD INDUSTRIES. INC.: FURRING SYSTEMS/DRYWALL

2)CHICAGO METALLIC CORPORATION

STEEL PARTITION AND SOFFIT FRAMING 1.COMPLY WITH ASTM C 754 FOR CONDITIONS INDICATED. 2.STEEL SHEET COMPONENTS: COMPLYING WITH ASTM C 645 REQUIREMENTS FOR METAL ND WITH MANUFACTURER'S STANDARD CORROSION-RESISTANT ZINC COATING. B. STEEL STUDS AND RUNNERS: ASTM C 645. . MINIMUM BASE METAL THICKNESS: .0359 25GA. FOR STUD PARTITIONS UNDER 10'-0" IN HEIGHT. 20 GA. FOR STUD PARTITIONS ABOVE 10'-0" IN HEIGHT DEEP-LEG DEFLECTION TRACK: ASTM C 645 TOP RUNNER WITH 2-INCH-DEEP FLANGES D. PROPRIETARY DEFLECTION TRACK: STEEL SHEET TOP RUNNER MANUFACTURED TO PREVENT

STRUCTURE ABOVE. . ACCEPTABLE PRODUCTS A. DELTA STAR, INC., SUPERIOR METAL TRIM: SUPERIOR FLEX TRACK SYSTEM (SFT). E. PROPRIETARY FIRE-STOP TRACK: . ACCEPTABLE PRODUCTS

A.FIRE TRAK CORP.: FIRE TRAK F. FLAT STRAP AND BACKING PLATE: STEEL SHEET FOR BLOCKING AND BRACING TO SUPPORT WALL 1.MINIMUM BASE METAL THICKNESS: .0747, 14 GA. G. HAT-SHAPED, RIGID FURRING CHANNELS: ASTM C 645 1.MINIMUM BASE METAL THICKNESS: 0.209 INCH.

1.USE SCREWS COMPLYING WITH ASTM C 954 FOR FASTENING PANELS TO STEEL MEMBERS

B. STEEL DRILL SCREWS: ASTM C 1002, UNLESS OTHERWISE INDICATED.

FROM 0.033 TO 0.112 INCH THICK.

2.FOR FASTENING CEMENTITIOUS BACKER UNITS, USE SCREWS AS RECOMMENDED BY PANEL NON-LOAD-BEARING STEEL FRAMING INSTALLATION A. GENERAL: COMPLY WITH ASTM C 754, AND ASTM C 840 REQUIREMENTS THAT APPLY TO FRAMING INSTALLATION. 1.WHERE STUDS ARE INSTALLED DIRECTLY AGAINST EXTERIOR WALLS, INSTALL ISOLATION STRIP BETWEEN STUDS AND WALL. 2.EXTEND PARTITION FRAMING FULL HEIGHT TO STRUCTURAL SUPPORTS OR SUBSTRATES

ABOVE SUSPENDED CEILINGS, EXCEPT WHERE PARTITIONS ARE INDICATED TO TERMINATE AT

SUSPENDED CEILINGS. CONTINUE FRAMING OVER FRAMES FOR DOORS AND OPENINGS AND FRAME AROLIND DUCTS PENETRATINGPARTITIONS ABOVE CEILING TO PROVIDE SUPPORT FOR GYPSUM BOARD. 3.FRAME DOOR OPENINGS TO COMPLY WITH GA-600 AND WITH GYPSUM BOARD MANUFACTURER'S APPLICABLE WRITTEN RECOMMENDATIONS, LINESS OTHERWISE NDICATED. SCREW VERTICAL STUDS AT JAMBS TO JAMB ANCHOR CLIPS ON DOOR FRAMES; INSTALL RUNNER TRACK SECTION (FOR CRIPPLE STUDS) AT HEAD AND SECURE TO JAMB STUDS. A.INSTALL TWO STUDS AT EACH JAMB, UNLESS OTHERWISE INDICATED B.EXTEND JAMB STUDS THROUGH SUSPENDED CEILINGS AND ATTACH TO UNDERSIDE OF FLOOR OR ROOF STRUCTURE ABOVE.

4.FRAME OPENINGS OTHER THAN DOOR OPENINGS THE SAME AS REQUIRED FOR DOOR

OPENINGS, UNLESS OTHERWISE INDICATED. INSTALL FRAMING BELOW SILLS OF OPENINGS TO MATCH FRAMING REQUIRED ABOVE DOOR HEADS. B. Z-FURRING MEMBERS: ERECT INSULATION VERTICALLY AND HOLD IN PLACE WITH Z-FURRING MEMBERS.

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GENERAL NOTES AND DATA

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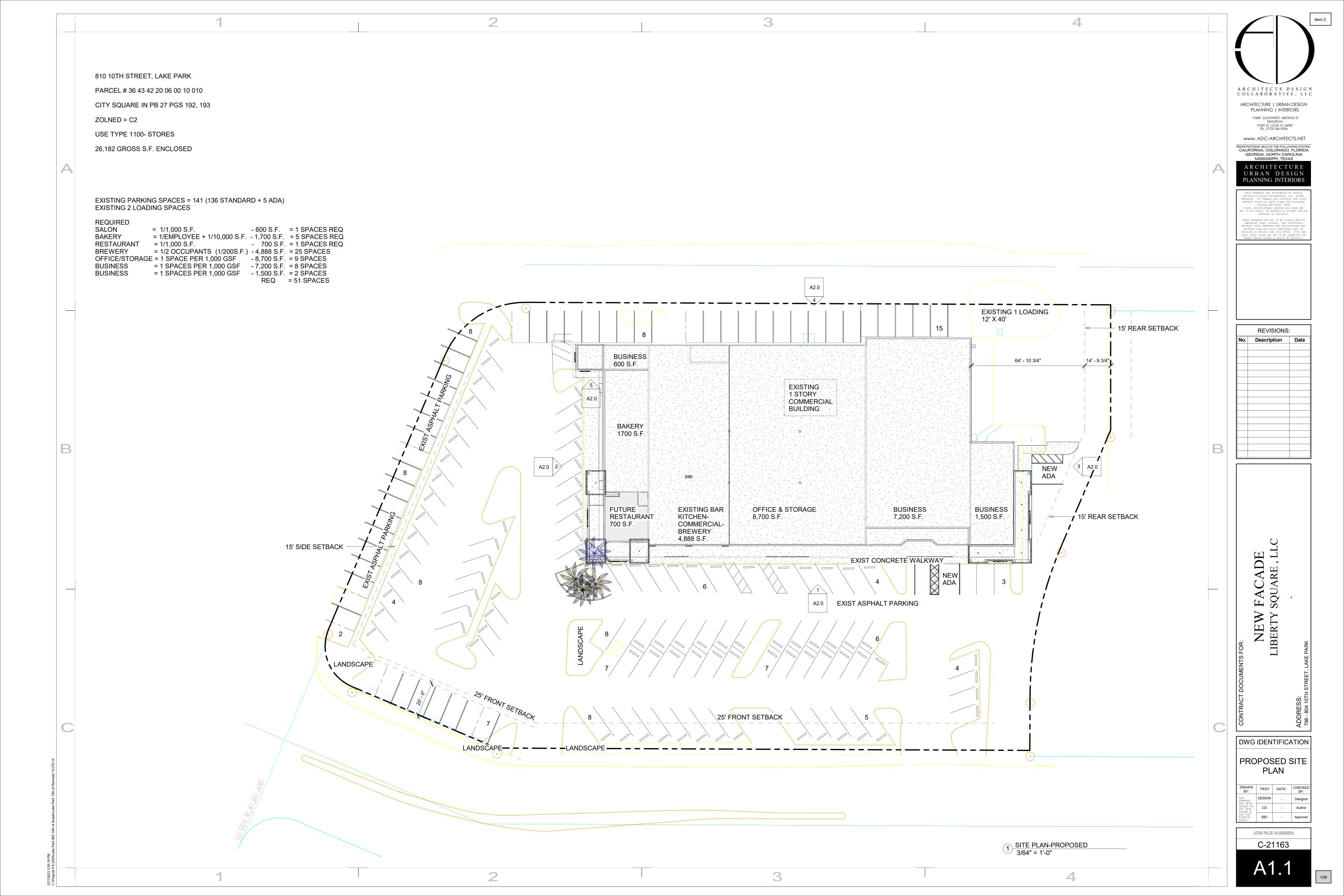
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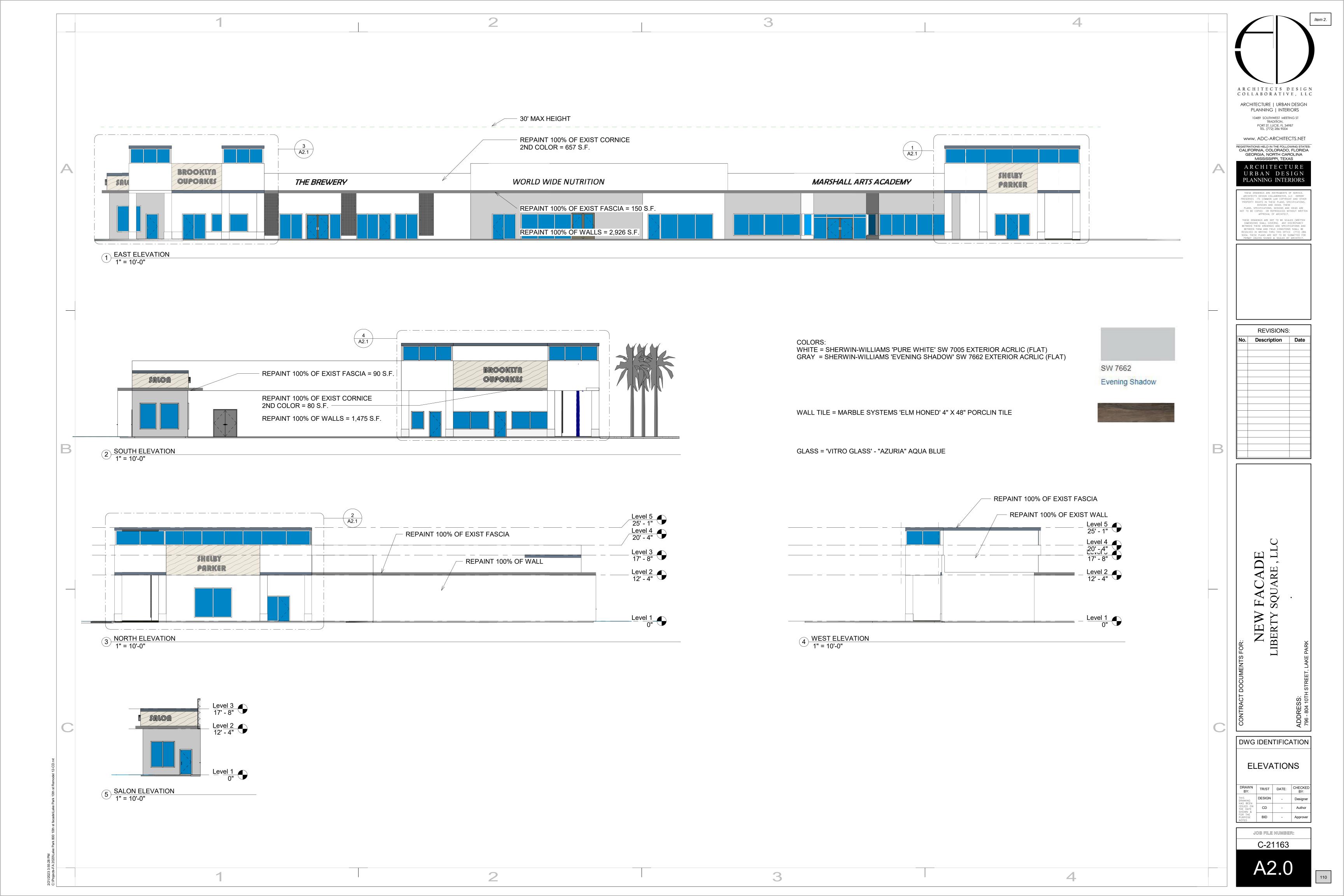
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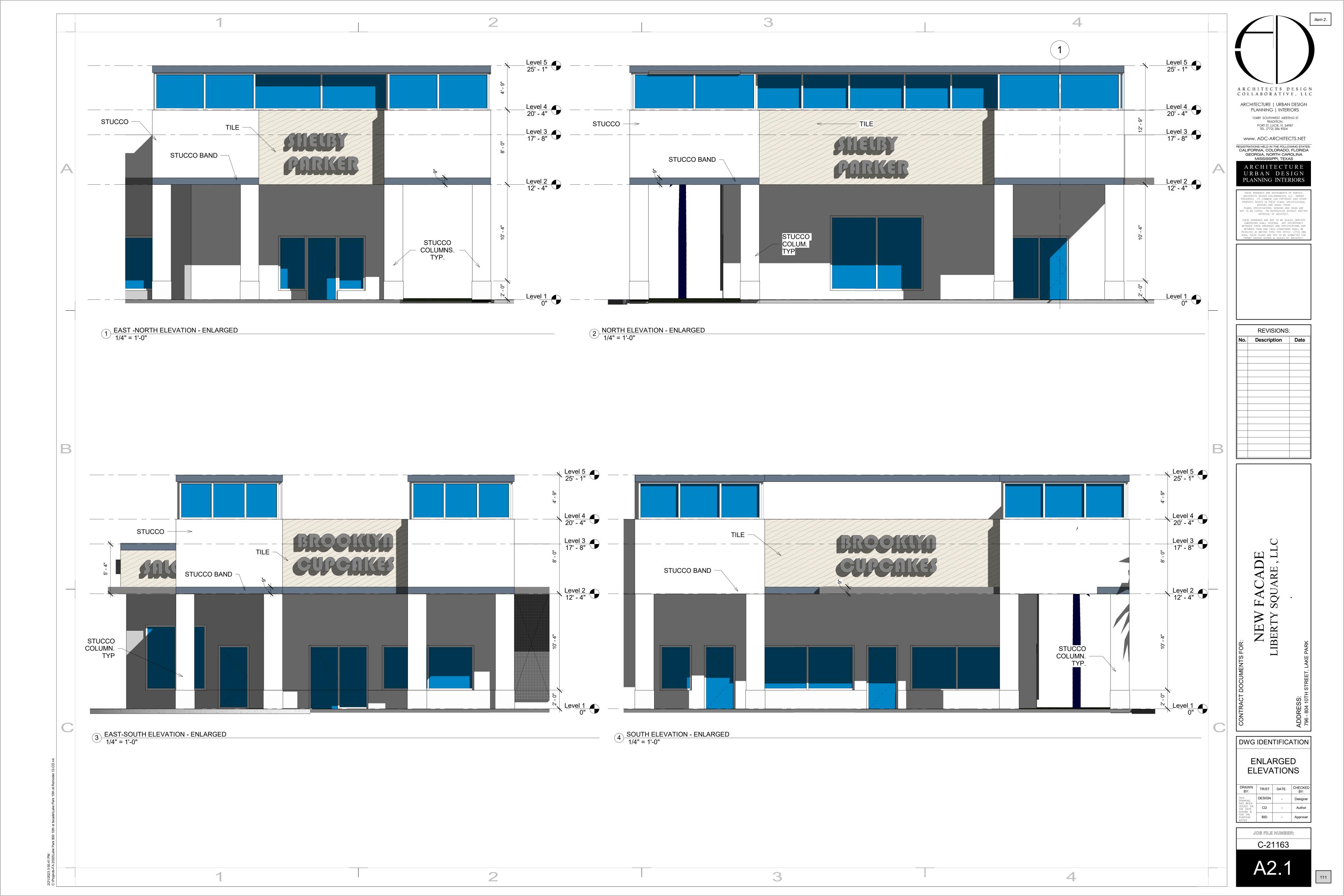
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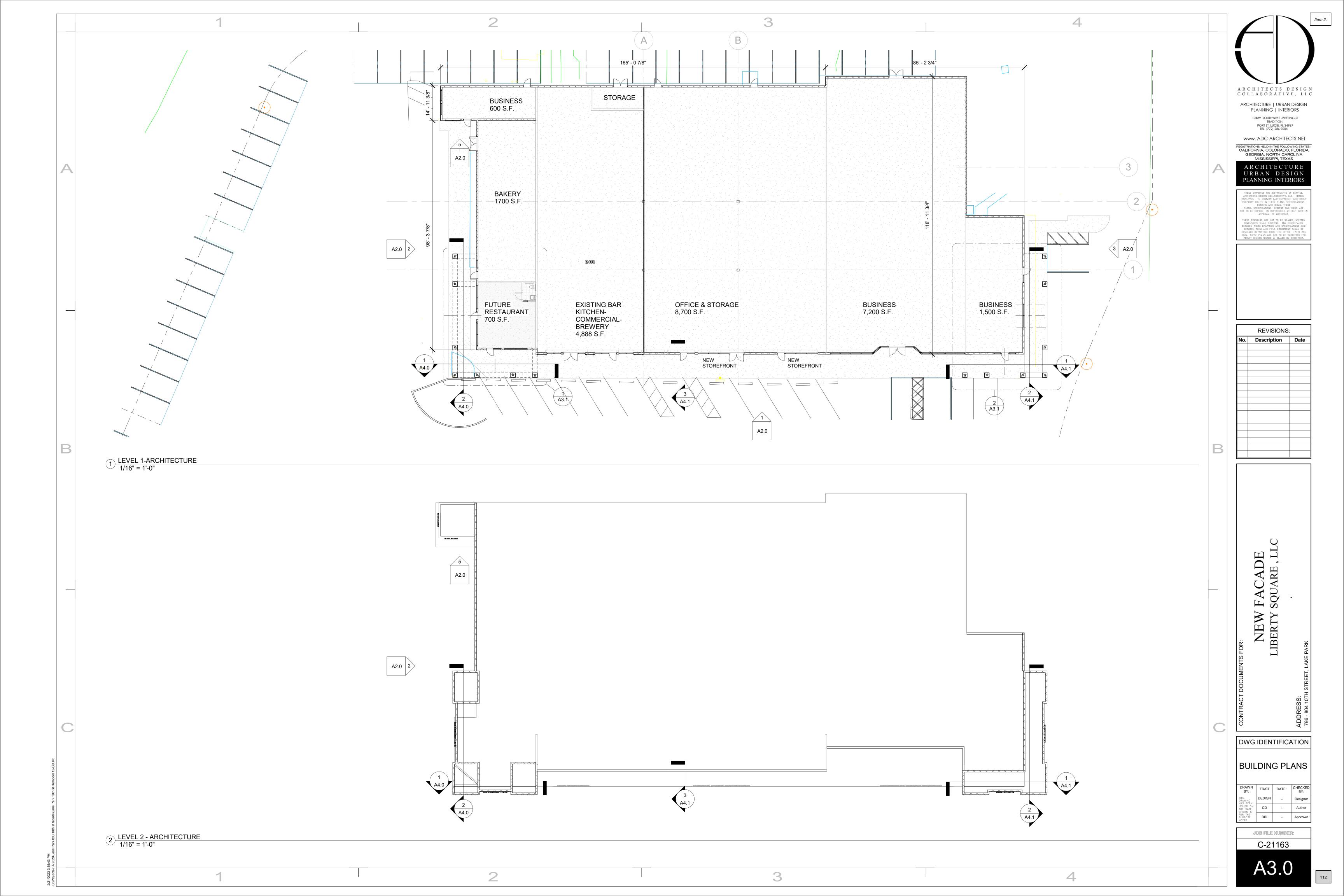


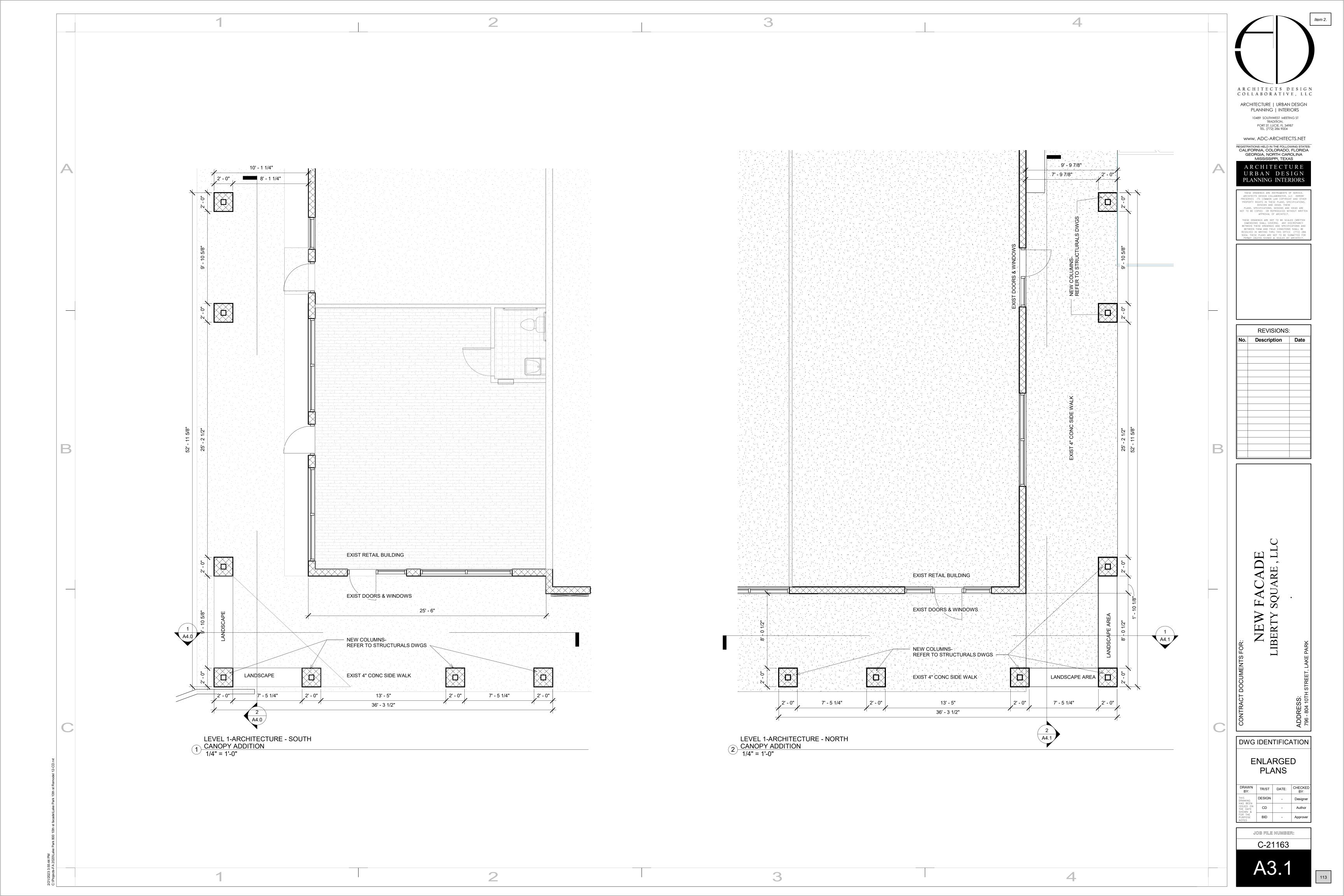


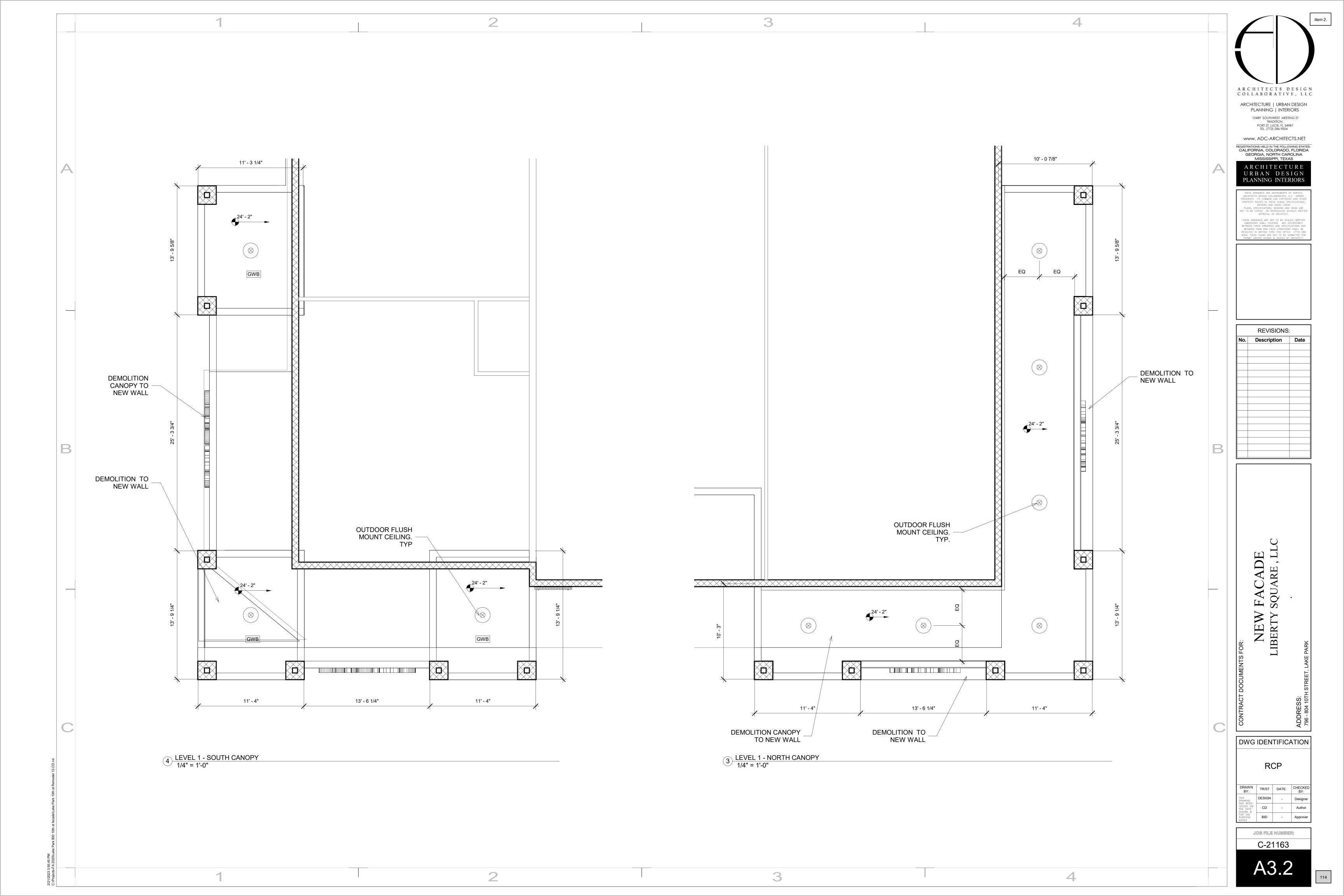




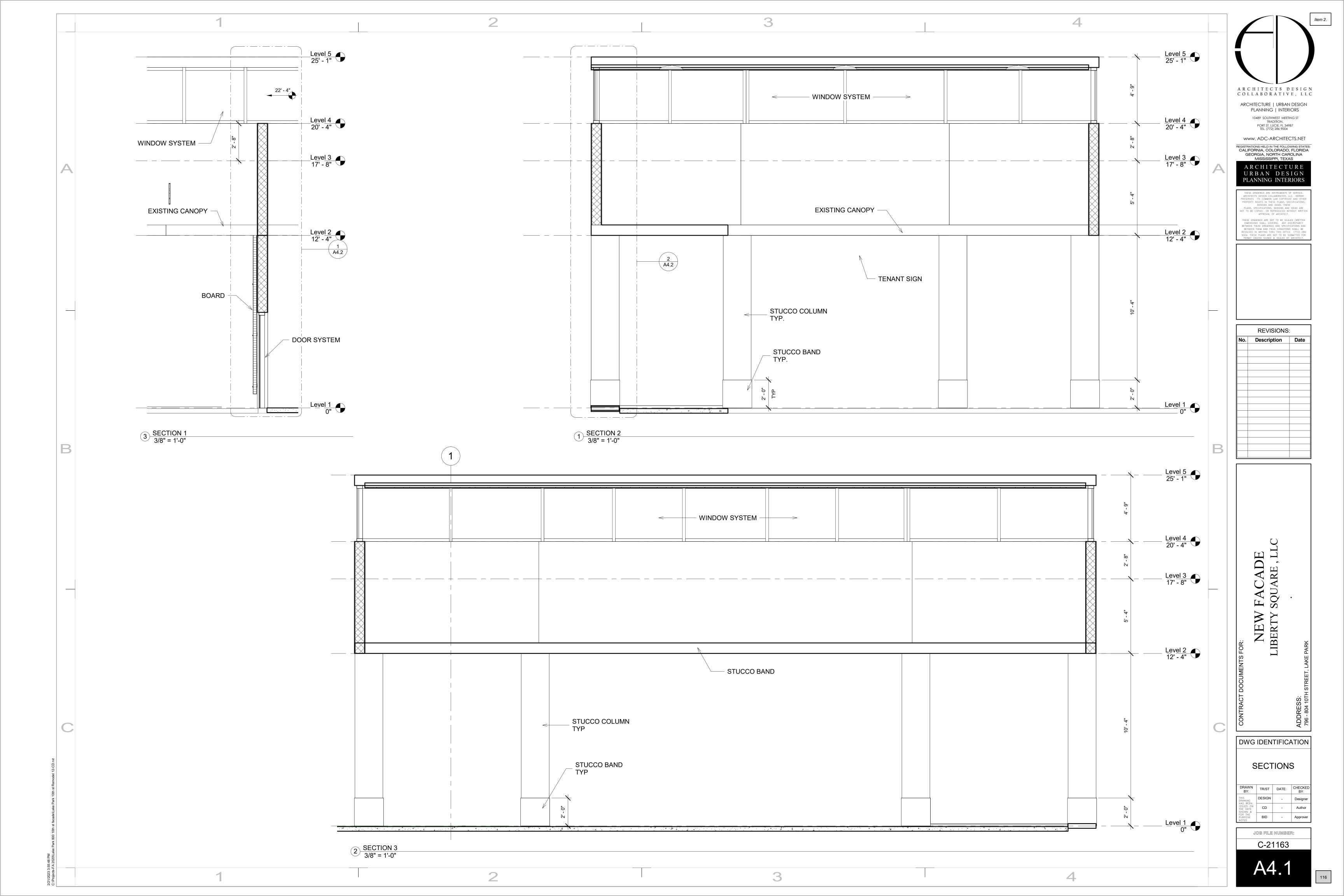


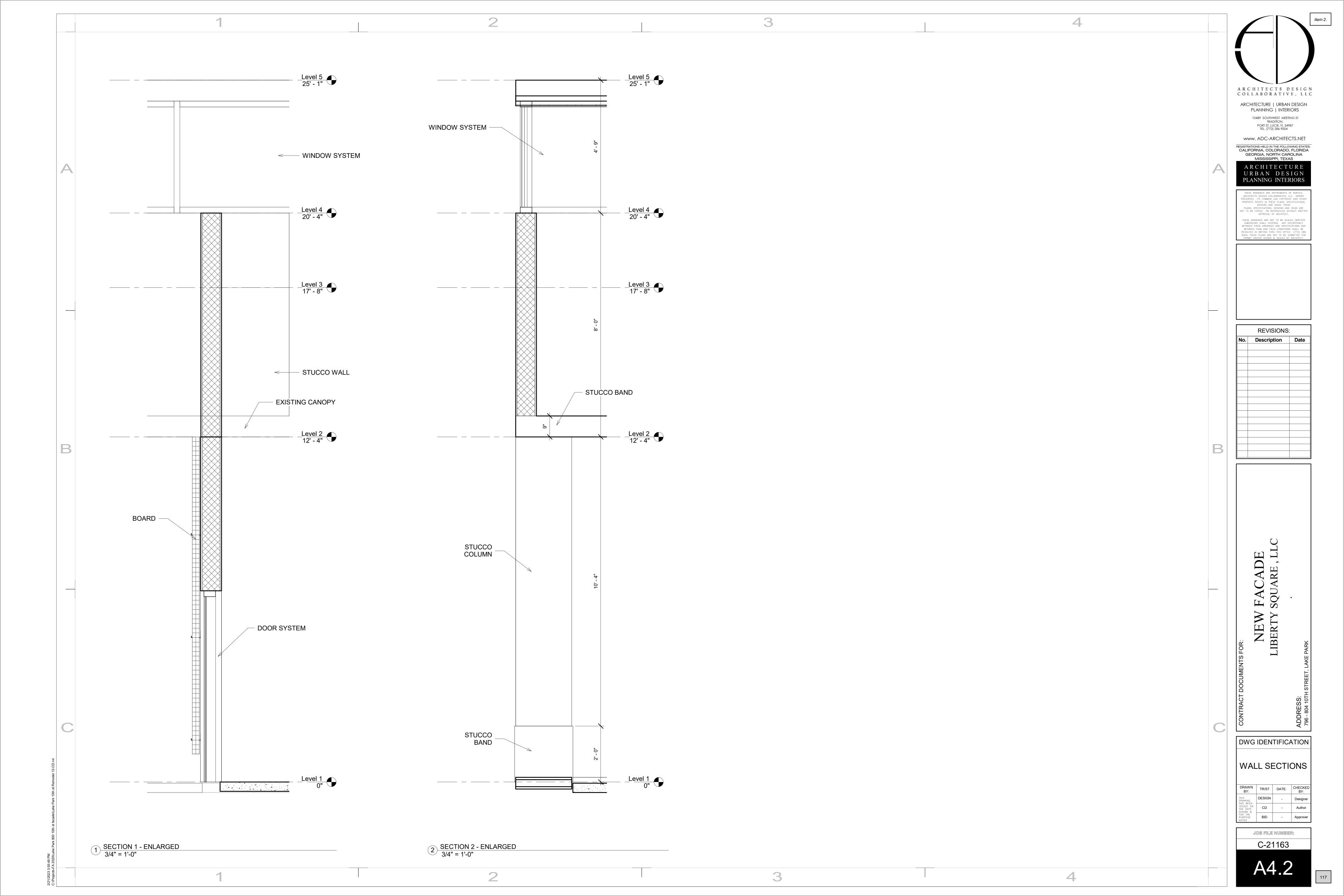


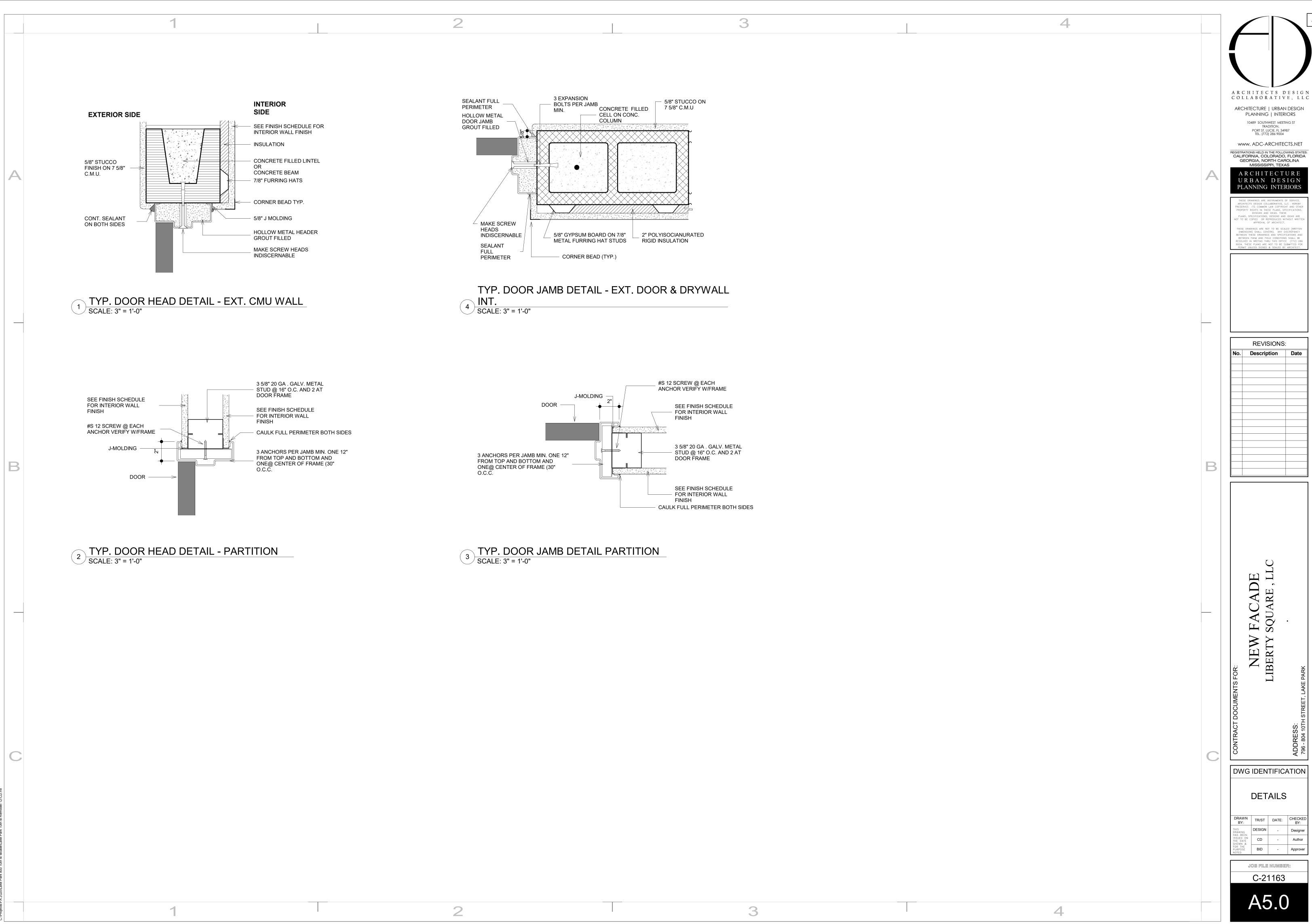












BASIC ULTIMATE WIND SPEED = 170 MPH

WIND EXPOSURE C RISK CATEGORY II Kd= 0.85 BASIC ULTIMATE WIND PRESSURE = 54 PSF MEAN ROOF HEIGHT <= 15 FT WIND ZONE WIDTH a = 3'-9"

ENCLOSED BUILDING INTERNAL PRESSURE COEFFICIENT = 0.18

COMPONENT	OMPONENT AND CLADDING WIND PRESSURES_7DEG. < SLOPE <27 [
			TRIBUTARY A	AREA (SQ. FT.)	
AREA	ZONE		10	20	
	1,2,&3	PRESSURE psf	36	35	
MAIN ROOF	AIN ROOF 1	SUCTION psf	-58	-57	
	2	SUCTION psf	-101	-98	
	3	SUCTION psf	-149	-145	
OVERHANG	2	SUCTION psf	-127	-127	
	3	SUCTION psf	-208	-200	
	4&5	PRESSURE psf	63	63	
WALL	4	SUCTION psf	-62	-62	
	5	SUCTION psf	-77	-77	

1. STRUCTURAL MASONRY HAS BEEN DESIGNED IN ACCORDANCE WIHT THE ACI BUILDING CODE CONCRETE REQUIREMENTS FOR MASONRY STRUCTURES (ACI 530/ASCE 5.

2. CONCRETE MASONRY CONSTRUCTION SHALL CONFORM TO THE ACI SPECIFICATION FOR MASONRY STRUCTURES (ACI 530/ ASCE 6.

3. CONCRETE MASONRY CONSTRUCTION SHALL HAVE TO MINIMUM COMPRESSIVE STRENGTH (f m) OF 1500 PSO AT 28 DAYS. MORTAR SHALL BE TYPE S FOR INTERIOR NON-LOAD BEARING WALLS. FOR ALL LOAD BEARING

WALLS, MORTAR SHALL BE TYPE M OR S PROPORTIONED IN ACCORDANCE WITH ASTM C270, WITH A 28 DAY COMPRESSIVE STRENGTH OF 2150 PSI MINIMUM.

PORTLAND CEMENT- LIME WITHOUT AIR ENTRAINMENT SHALL BE USED IN THE MORTAR MIX.

STRENGTH OF 2500 PSI. 5. LAP SPLICES IN REINFORCING BARS TO BE 48X BAR DIAMETER. SEE TYPICAL REINFORCED

4. MASONRY GROUT SHALL BE A HIGH SLUMP MIX HAVING A MINIMUM 28 DAY COMPRESSIVE

6. PROVIDE HOT- DIPPED, 9 GAUGE MIN., LADDER TYPE HORIZONTAL JOINT REINFORCEMENT AT

16" O.C. VERTICALLY UNLESS OTHERWISE NOTED, OR AT 8" SPACING AT THE FOLLOWING

A. TWO BED JOINTS ABOVE AND BELOW ALL OPENINGS, EXTENDING

REINFORCEMENT A MINIMUM 24" EACH SIDE OF OPENING. B. IN PARAPETS ABOVE THE ROOF LINE

C. IN ALL MASONRY WALL BELOW FINISH GRADE 7. MASONRY REINFORCEMENT SHALL EXTEND FROM FOOLING TO TIE, OR BOND, BEAM AT TOP

8. CONCRETE MASONRY SHALL BE LAID IN A RUNNING BOND PATTERN.

REINFORCING STEEL

1. REINFORCING BAR DEATILING, FABRICATING, AND PLACING SHALL CONFORM TO THE LATEST EDITION OF THE FOLLOWING STANDARDS: SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS (ACI 301), ACI DETAILING MANUAL (SP66). THE LATEST EDITIONS OF CONCRETE REINFORCING STEEL INSTITUTE'S REINFORCING BAR DETAILING AND PLACING REINFORCING BARS MAY ALSO BE USED.

2. REINFORCING STEEL SHALL BE DEFORMED BARS OF NEW BILLET STEEL CONFORMING TO ASTM A615-85 AND SHALL HAVE A MINIMUM YIELD STRENGTH OF 60,000 PSI.

3. PROVIDE SPECIFIED BAR CHOIRS AND SPACERS AS REQUIRED TO MAINTAIN CONCRETE PROTECTION SPECIFIED.

4. REINFORCEMENT BARS SHALL NOT BE TACK WELDED, WELDED, HEATED OR CUT UNLESS INDICATED ON THE CONTRACT DOCUMENTS OR APPROVAL BY THE STRUCTURAL ENGINEER. REINFORCING STEEL SHALL NOT BE FIELD BENT.

5. REINFORCING STEEL WHICH IS TO BE WELDED SHALL BE REINFORCEMENT CONFORMING TO ASTM A706 "LOW-ALLOY STEEL DEFORMED BARS FOR CONCRETE REINFORCEMENT".

6. WELDING OF REINFORCEMENT BARS, WHEN APPROVED BY THE STRUCTURAL ENGINEER, SHALL CONFORM TO THE LATEST EDITION OF AMERICAN WELDING SOCIETY STANDARDS D1.4. ELECTRODES FOR SHOP AND FIELD WELDING OF REINFORCEMENT BARS SHALL CONFORM TO ASTM A233, CLASS E90XX.

7. WELDED WIRE FABRIC SHALL BE SMOOTH WIRE FABRIC CONFORMING TO ASTM A185 UNLESS OTHERWISE NOTESD. WELDED WIRE FABRIC IN SLABS ON GRADE SHALL BE PLACED 2 INCHES DOWN FROM THE TOP OF THE SLAB UNLESS OTHERWISE NOTED.

8. LAP TO REINFORCING BARS SHALL BE 48x BAR DIAMETER TYPICALLY.

NON SHRINK GROUT

1. GROUT SHALL BE A HIGH EARLY STRENGTH, NON METALLIC, SHRINKAGE, RESISTANT (WHEN TESTED IN ACCORDANCE WITH THE LATEST EDITION OF ASTM C1107 OR CRD-C621), PREMIXED, NON-CORROSIVE, NON-STAINING PRODUCT CONTAINING PORTLAND CEMENT, SILICA SANDS, SHRINKAGE COMPENSATING AGENTS AND FLUIDITY IMPROVING COMPOUNDS.

2. GROUT SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH (fc) OF 6,500 PSI IN 28 DAYS.

3. GROUT COMPRESSIVE STRENGTH TEST SHALL BE PREFORMED IN ACCORDANCE WITH ASTM C109, WITH A RESTRAINING PLATE PLACED OVE THE MOLDS.

1. REINFORCED CONCRETE HAS DESIGN IN ACCORDANCE WITH THE BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE (ACI 318) BY THE AMERICAN CONCRETE

> 2. SLABS ON GRADE SHALL BE CONSTRUCTED IN ACCORDANCE WIHT THE GUIDE FOR CONCRETE FLOOR AND SLAB CONSTRUCTION (ACI 302.1R).

3. MIXING, TRANSPORTING, AND PLACING OF CONCRETE SHALL CONFORM TO THE LATEST EDITION OF THE SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS (ACI 301). IN CASE OF A DISCREPANCY, THE PLANS AND SPECIFICATIONS SHALL GOVERN.

4. CONCRETE IN THE FOLLOWING AREAS SHALL HAVE SAND FINE AGGGREGATE AND NORMAL WEIGHT, ANGULAR, COARSE AGGREGATE CONFORMING TO ASTM C33, AND TYPE 1 PORTLAND CEMENT COMFORMING TO ASTM C150, TO THE FOLLOWING SPECS:

LOCATION	28 DAY CONCRETE COMPRESSIVE STRENGTH	AIR CONTENT	WATER/CEMENT RATIO, MAX.
FOOTINGS AND PIERS	4000 psi	OPTIONAL	0.55 NO AIR 0.45 WITH AIR
INTERIOR SLAB ON GRADE	3000 psi	OPTIONAL	0.55 ENSURE PROPER CURING
REINFORCED CONCRETE SUBJECTED TO SALT SPRAY AND BRACKISH WATER	⁄ 5000 psi	5% +/- 1%	0.40

MAXIMUM CONCRETE SLUMP SHALL BE 3" WITHOUT PLASTICIZER AND 8" WITH A PLASTICIZER. MAXIMUM WATER/ CEMENT RATIO FOR AIR ENROLLMENT (6% +/- 1%) SHALL BE 0.45. PEAROCK MIXES ARE NOT TO BE USED IN SLABS.

5. FOR HEAVILY TRAFFICKED AREAS, CONCRETE SLAB ON GRADE TO HAVE ATTAINED A COMPRESSIVE STRENGTH OF 1600 PSI BEFORE TRAFFIC IS ALLOWED ON THE SLAB ON GRADE.

6. CONCRETE COMPRESSIVE STRENGTH TESTS SHALL BE PERFORMED IN ACCORDANCE WITH ASTM C39. COPIES OF THE TEST RESULTS SHALL BE FORWARDED DIRECTLY TO THE STRUCTURAL ENGINEER.

7. FLY ASH MAY BE USED AS A POZZOLAN TO REPLACE A PORTION OF THE PORTLAND CEMENT IN A CONCRETE MIX, SUBJECT TO THE APPROVAL OF THE STRUCTURAL ENGINEER. CONCRETE MIXES USING FLY ASH SHALL BE PROPORTIONED TO ACCOUNT FOR THE PROPERTIES OF THE SPECIFIC FLY ASH USED AND TO ACCOUNT OF THE SPECIFIC FLY ASH USED AND TO ACCOUNT FOR SPECIFIC PROPERTIES OF THE FLY ASH CONCRETE THUS RESULTING. THE USE OF FLY ASH IS AT THE OPTION OF THE CONTRACTOR, NOT THE CONCRETE SUPPLIER.

8. SLUMP TESTS SHALL BE MADE PRIOR TO THE ADDITION OF PLASTICIZER. WHERE CONCRETE IS PLACED BY PUMPING METHODS, CONCRETE FOR TEST CYLINDERS AND SLUMP TESTS SHALL BE TAKEN AT THE POINT OF FINAL PLACEMENT.

9. PLACE CONRETE IN A MANNER SO AS TO PREVENT SEGREGATION OF THE MIX. DELAY FLOATING AND TROWELING OPERATIONS UNTIL THE CONCRETE HAS LOST SURFACE WATER SHEEN OR ALL FREE WATER. DO NOT SPRINKLE FREE CEMENT ON THE SLAB SURFACE. FINISHING OF SLAB SURFACES SHALL CONFORM TO THE LATEST EDITIONS OF ACI 302.1R AND ACI 304R (GUIDE FOR MEASURING, MIXING, TRANSPORTING AND PLACING CONCRETE) AND THE SPECIFICATIONS.

10. PROTECT THE CONCRETE SURFACE BETWEEN FINISHING OPERATIONS ON HOT, DRY DAYS OR ANY TIME PLASTIC SHRINKAGE CRACKS COULD DEVELOP BY USING WET BURLAP, PLASTIC MEMBRANES OR FOGGING. PROTECT CONCRETE DECK AT ALL TIMES FROM RAIN, HAIL, RUNNING WATER OR OTHER INJURIOUS EFFECTS.

11. HORIZONTAL JOINTS WILL NOT BE PERMITTED IN CONCRETE CONSTRUCTION EXCEPT AS SHOWN ON THE CONTRACT DOCUMENTS. VERTICAL JOINTS SHALL OCCUR AT CENTER OF SPANS AT LOCATIONS APPROVED BY THE STRUCTURAL ENGINEER.

12. CONSTRUCTION JOINTS SHALL BE PREPARED BY ROUGHENING THE CONTACT SURFACE IN AN APPROVED MANNER TO A FULL AMPLITUDE OF APPROXIMATELY 1/4 INCH LEAVING THE CONTACT SURFACE CLEAN AND FREE OF LAITANCE. CONSTRUCTION JOINTS AT LOCATIONS OTHER THAN THAT INDICATED ON THE DRAWINGS SHALL BE SUBMITTED TO THE STRUCTURAL ENGINEER FOR APPROVAL.

13.CONDUIT OR PIPE SIZE (O.D.) SHALL NOT EXCEED 30% OF THE SLAB THICKNESS AND SHALL BE PLACED MIDWAY BETWEEN THE TOP AND BOTTOM REINFORCING. CONCENTRATION OF CONDUITS OR PIPES SHALL BE AVOIDED EXCEPT WHERE DETAILED OPENINGS ARE PROVIDED. SEE THE FLORIDA BUILDING CODE 2014, SECTION 1925.3. CONDUITS ARE NOT ALLOWED IN ELEVATED SLABS.

14. CONCRETE COVER/ PROTECTION FAR NONPRESTRESSED REINFORCEMENT SHALL CONFIRM TO THE FOLLOWING:

COST AGAINST AND PERMANENTLY EXPOSED TO EARTH	3.00*
EXPOSED TO EARTH OR WEATHER:	
#5 BARS AND SMALLER	1.50*
#6 THROUGH #18 BARS	2.00*
NOT EXPOSED TO WEATHER OR IN CONTACT WITH GROUP	ND:
SLABS, WALLS, JOISTS:	0.75*
#11 BARS AND SMALLER	0.75
BEAMS, GIRDERS, COLUMNS:	C 1.50*
PRIMARY REINFORCEMENT, TIES, STIRRUPS, SPIRAL	S 1.50*

15. NO UNPROTECTED ALUMINUM SHALL BE EMBEDDED IN ANY CONCRETE.

16. NO HOLES OR OPENINGS THROUGH FOUNDATION WALLS AND/OR FOOTINGS WITHOUT STRUCTURAL ENGINEER'S APPROVAL.

17. PROVIDE 3/4 INCH CHAMFERS ON ALL EXPOSED CORNERS OF CONCRETE EXCEPT THOSE **OBUTTING MASONRY.**

GENERAL STRUCTURAL NOTES:

GENERAL

1. THE STRUCTURAL DRAWINGS SHALL BE READ IN CONJUCTION WITH THE OTHER CONTRACT DOCUMENTS WHICH INCLUDE, BUT ARE NOT LIMITED TO, ARCHITECTURAL, SITE, CIVIL, ELECTRICAL, AND MECHANICAL DRAWINGS, AND THE SPECIFICATIONS. REPORT ANY DESCREPANCIES BETWEEN CONTRACT DOCUMENTS TO THE ARCHITECT BEFORE PROCEEDING.

2. THESE GENERAL NOTES ARE TO BE READ IN CONJUNCTION WITH THE NOTES ON OTHER STRUCTURAL DRAWINGS.

3. ALL WORK SHALL BE IN ACCORDANCE WIHT THE 2020 FLORIDA BUILDING CODE, FBC. ALL REFERENCED STANDARDS AND CODES SHALL BE AS LISTED IN THE FLORIDA BUILDING CODE 2020.

4. THE STRUCTURE HAS BEEN DESIGNED FOR THE IN-SERVICE LOADS ONLY. THE METHODS, PROCEDURES, AND SEQUENCES OF CONSTRUCTION ARE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN ALL TEMPORARY SYSTEMS TO ENSURE THE INTEGRITY OF THE STRUCTURE AT ALL STAGES OF CONSTRUCTION. ALL WORK SHALL BE PERFORMED WITHOUT DAMAGE TO ADJACENT EXISTING WORK.

5. REFER ITEMS ON THE STRUCTURAL DRAWINGS REQUIRING CLARIFICATIONS TO THE ARCHITECT AND STRUCTURAL ENGINEER. DO NOT USE SCALED DIMENSIONS. IN CASE OF A DISCREPANCY BETWEEN DIMENSIONS AND/ OR DETAILS ON THE CONTRACT DOCUMENTS, RELATING TO NEW OR EXISTING CONSTRUCTION, PLEASE NOTIFY THE ARCHITECT AND ENGINEER BEFORE

6. COVER NO WORK UNTIL THE APPROPRIATE INSPECTION HAS BEEN COMPLETED.

7. BIDDERS FOR SPECIALTY AND PRE-ENGINEERED SYSTEMS SHALL PROVIDE ALL COMPONENTS OF THESE SYSTEM, PER THE DESIGN CRITERIA. THAT IS MOST COST EFFECTIVE TO THE OWNER. ALL CLARIFICATIONS MUST BE OBTAINED BEFORE BIDDING. THE STRUCTURAL AND ARCHITECTURAL DRAWINGS SHOW THE INTENT OF THESE PRE-ENGINEERED, SPECIALTY SYSTEMS. ANY DEVIATIONS FROM THE STRUCTURAL AND ARCHITECTURAL DRAWINGS SHALL BE REPORTED TO THE STRUCTURAL EOR FOR ADJUSTMENT OF THE CONTRACT DOCUMENTS.

8. ALL SPEACIALTY AND PRE-ENGINEERED SYSTEMS SHALL BE DESIGNED FOR THE LOADS AND LOAD COMBINATIONS OF FBC 2020. THE SPEACIALTY ENGINEER IS RESPONSIBLE FOR STRUCTURAL DESIGN OF THE ACTUAL SYSTEM PROVIDED AND SHALL SIGN AND SEAL THE FINAL DESIGN CALCULATIONS AND DRAWINGS SUBMITTED TO THE EOR AND BUILDING DEPARTMENT FOR APPROVAL. THE OWNER AND CONTRACTOR ARE RESPONSIBLE FOR NON-STRUCTURAL DESIGN APPROVAL OF THE ACTUAL

9. THE SPECIALTY ENGINEER SHALL BE A FLORIDA LICENSED PROFESSIONAL ENGINEER.

COORDINATION WITH OTHER TRADES

1. WHERE NEW WORK IS TO BE FITTED TO OLD WORK, THE CONTRACTOR SHALL CHECK ALL DIMENSIONS AND CONDITIONS IN THE FIELD, AND REPOR ANY ERRORS OR DISCREPANCIES TO THE STRUCTURAL ENGINEER PRIOR TO THE FABRICATION AND ERECTION OF ANY NEW MEMBERS. THE CONTRACTOR HAS THE RESPONSIBILITY FOR THE CARRECTNESS AND FIT OF THE NEW

2. THE CONTRACTOR SHALL COORDINATE AND CHECK ALL DIMENSIONS RELATING TO ARCHITECTURAL FINISHES, STRUCTURAL FRAMING, MECHANICAL OPENINGS, EQUIPMENT, ETC. THE STRUCTURAL ENGINEER AND ARCHITECT SHALL BE NOTIFIED OF ANY DISCREPANCIES BEFORE PROCEEDING WIHT WORK IN ANY AREA UNDER QUESTION.

3. PRINCIPAL OPENINGS IN THE STRUCTURE ARE INDICATED ON THE CONTRACT DOCUMENTS. REFER TO THE ARCHITECTURAL, MEACHANICAL, ELECTRICAL, AND PLUMBING DRAWINGS FOR SLEEVES, CURBS, INSERTS, ETC. NOT HEREIN INDICATED. THE CONTRACTOR SHALL VERIFY THE LOCATION OF SLEEVES, OPENINGS, EMBEDDED ITEMS, ETC. AND SHALL ENSURE THAT THEY ARE IN PLACE PRIOR TO THE PLACEMENT OF THE CONCRETE. OPENINGS IN SLABS WITH A MAXIMUM SIDE DIMENSION OR DIAMETER OF 10 INCHES OR LESS SHALL NOT REQUIRE ADDITIONAL FRAMING OR REINFORCEMENT, UNLESS NOTED OTHERWISE. THE STRUCTURAL ENGINEER SHALL APPROVE THE LOCATION OF SLEEVES OR OPENINGS IN STRUCTURAL MEMBERS.

4. THE CONTRACTOR SHALL RELOCATE ALL MECHANICAL PIPING, DUCTS, EQUIPMENT, ELECTRICAL CONDUITS, WIRING AND PLUMBING AS INDICATED WHICH INTERFERE WITH THE PROPOSED CONSTRUCTIO. SERVICE SHALL BE MAINTAINED TO ALL EQUIPMENT WHICH IS SERVED BY MECHANICAL, ELECTRICAL, OR PLUMBING CONDUIT BEING RELOCATED.

5. WATER SHALL NOT BE ADDED TO THE CONCRETE AT THE JOB SITE. IT SHALL BE THE RESPONSIBILTY OF THE CONTRACTOR TO COORDINATE PUMPABLE AND WORKABLE MIX WITHOUT THE ADDITION OF WATER AT THE JOB SITE. THE USE OF PLASTICIZER, RETARDENTS, AND OTHER ADDITIVES SHALL BE AT THE OPTION OF THE CONTRACTOR SUBJECT TO THE THE APPROVAL OF THE STRUCTURAL ENGINEER. FOLLOW THE RECOMMENDATIONS OF THE MANUFACTURER FOR THE PROPER USE OF ADDITIVES. USE OF CALCIUM CHLORIDE OR OTHER CHLORIDE BEARING SALTS WILL NOT BE PERMITTED.

1. FOUNDATION EXCOVATIONS AND SOIL RELATED WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE GEOTECHNICAL

2. FOUNDATION CONDITIONS NOTED DURING CONSTRUCTION, WHICH DIFFER FROM THOSE DESCRIBED IN THE GEOTECHNICAL

REPORT SHALL BE REPORTED TO THE STRUCTURAL ENGINEER BEFORE FURTHER CONSTRUCTION IS ATTEMPTED. 3. FOUNDATIONS AND SOILS RELATED WORK SHALL BE INSPECTED BY A LICENSED GEOTECHNICAL ENGINEER.

4. EXCOVATIONS FOR SPREAD FOOTINGS, OCMBINED FOOTINGS CONTINUOUS FOOTINGS AND/ OR MAT FOUNDATIONS SHALL BE CLEANED AND HAND TAMPERED TO A UNIFORM SURFACE. IF FOOTINGS CANNOT BE PLACED THE SAME DAY EXCOVATIONS ARE OPENED, ADEQUATELY PROTECT THE EXPOSED MATERIAL FROM DETRIMENTAL CHANGE IN CONDITIONS SUCH AS RAIN. DISTURBANCE OR FREEZING. SURFACE RUNOFF SHALL NOT BE ALLOWED TO ENTER THE EXCOVATION.

5. CONTRACTOR TO VERIFY DIMENSIONS, ELEVATIONS AND CONDITIONS AT EVERY EXISTING FOOTING THAT WILL BE USED FOR NEW CONSTRUCTION, EXISTING FOOTING DIMENSIONS MUST CORRESPOND TO THOSE SHOWN ON PLANS, CONTRACTOR SHALL REPORT ANY DISCREPANCIES TO THE STRUCTURAL ENGINEER.

6. ALL ABANDONED FOOTINGS, UTILITIES, ETC., THAT INTERFERE WITH NEW CONSTRUCTION SHALL BE REMOVED.

7. EARTH FORMING OF FOOTINGS AND SLAB ON GRADE IS NOT ALLOWED.

ALLOWABLE SOIL BEARING CAPACITY= 2500 PSF MODULUS OF SUBGRADE REACTIONS = 150 PCI

8. GROUND WATER SHALL BE ALLOWED FOR SEE GEOTECHNICAL REPORT THE GEOTECHNICAL ENGINEER SHALL SPECIFY REQUIREMENTS FOR BEARING OF THE FOOTINGS BELOW GROUND WATER LEVEL.

1. SUBMIT SHOP DRAWINGS IN A TIMELY MANNER ALLOWING ADEQUATE TIME FOR PROCESSING. SUBMIT SHOP DRAWINGS FOR PROCESSING BEFORE FABRICATING.

2. ALL SHOP DRAWINGS MUST BEAR EVIDENCE OF THE CONTRCTOR'S REVIEW AND APPROVAL PRIOR TO SUBMISSION TO THE ARCHITECT AND/ OR ENGINEER.

3. THE CONTRACTOR/ FABRICATOR IS RESPONSIBLE FOR ALL MATERIALS, QUANTITIES AND DIMENSIONS SHOWN ON THE SHOP DRAWINGS, AND FOR THE METHODS EMPLOYED TO ERECT THESE MATERIALS. REVIEW BY THE ENGINEER SHALL BE FOR DESIGN CONFORMANCE ONLY.

4. SUBSTITUTIONS SHOWN ON THE SHOP DRAWINGS SHALL BE OF LOT EAST EQUAL QUALITY TO THE ITEMS SPECIFIED IN THE CONTRACT DOCUMENTS AND SHALL BE AT NO EXTRA COST TO THE OWNER, UNLESS PRIOR WRITTEN APPROVAL IS OBTAINED FROM THE ARCHITECT AND/ OR ENGINEER. SUCH APPROVAL SHALL BE SUBMITTED WITH THE SHOP DRAWINGS. THE CONTRACTOR'S REVIEW AND FORWARDING OF THE SHOP DRAWINGS TO THE ARCHITECT/ ENGINEER INDICATES THE CONTRACTOR'S APPROVAL AND ACCEPTANCE OF ALL SUBSTITUTIONS AND/ OR CHANGES SUBMITTED.

5. CONCRETE/ MASONRY SHOPS SHALL DETAIL ALL REINFORCING STEEL IN THE CONCRETE/ MASONRY CONSTRUCTUION, INCLUDING ALL BENT BARS, VERTICAL REINFORCING AND HORIZONTAL BOND BEAM REINFORCING. SUBMIT PLANS, ELEVATIONS AND SECTIONS TO CLEARLY SHOW ALL REINFORCEMENT FIT AND LAYOUT.

6. WHEN A COMPUTER GENERATED OUTPUT IS SUBMITTED FOR AN ITEM'S DESIGN, THE DESIGNER SHALL SUBMIT

A. THE NAME OF THE COMPUTER PROGRAM USED

B. THE DESIGN ASSUMPTIONS USED, AND C. A SUMMARY OF THE OUTPUT, INDICATING CLEARLY THE CONCLUSION(S) DERIVED. SUBMISSION OF COMPUTER GENERATED OUTPUTS, WITHOUT THE CLARIFICAITONS ABOVE, MAY BE RETURNED UNCHECKED. SHOP DRAWINGS FOR PRE-ENGINEERED OR SPECIALTY SYSTEMS SHALL BE SIGNED, SEALED AND DATED BY THE FLORIDA LICENSED PROFESSIONAL ENGINEER REPONSIBLE FOR THEIR PREPARATION.

7. THE SPECIALTY ENGINEER SHALL DESIGN FOR CRITERIA SHOWN ON THE STRUCTURAL CONSTRUCTION DRAWINGS. IF THE DESIGN CRITERIA IS UNCLEAR, CONTACT THE ENGINEER OF RECORD BEFORE PROCEEDING WITH A DESIGN.

SYSTEMS TO BE DESIGNED BY SPECIALTY ENGINEER

PRE-ENGINEERED METAL BUILDING (COMPLETE SUPERSTRUCTURE)

CONTRACTOR SHALL PROVIDE THE SUPERSTRUCTURE DESIGN TO THE EOR FOR VERIFICATION OF THE FOOTING SIZES BEFORE CONSTRUCTION OF THE FOOTINGS BEGIN.

ARCHITECTS DESIGN COLLABORATIVE, LLC

ARCHITECTURE | URBAN DESIGN Planning | Interiors 10489 SOUTHWEST MEETING ST TRADITION,

www. ADC-ARCHITECTS.NET CALIFORNIA, COLORADO, FLORIDA GEORGIA, NORTH CAROLINA

ARCHITECTURE URBAN DESIGN PLANNING INTERIORS

APPROVAL OF ARCHITEC HESE DRAWINGS ARE NOT TO BE SCALED (W DIMENSIONS SHALL GOVERN). ANY DISCREP, TWEEN THESE DRAWINGS AND SPECIFICATION

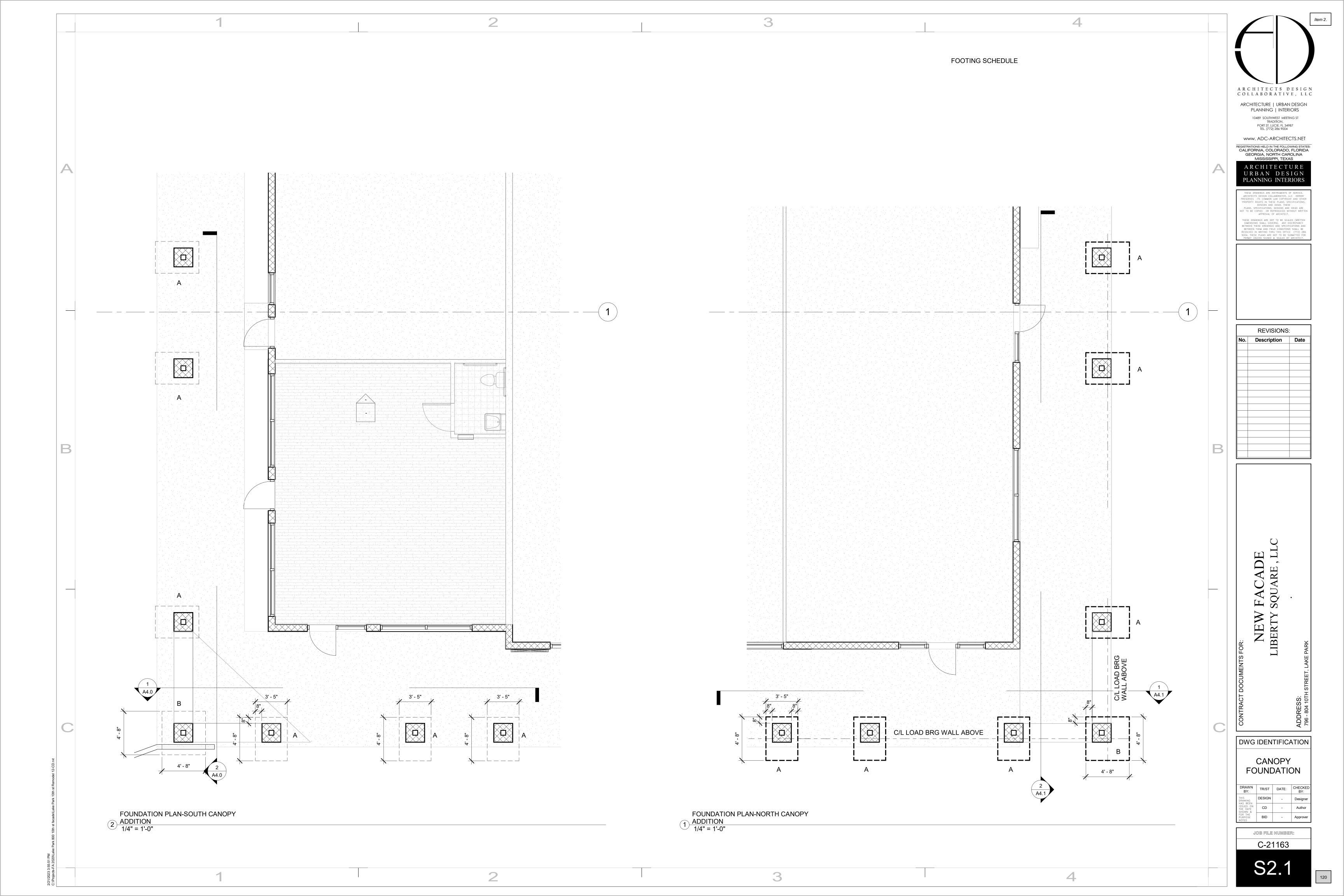
REVISIONS: Description Date

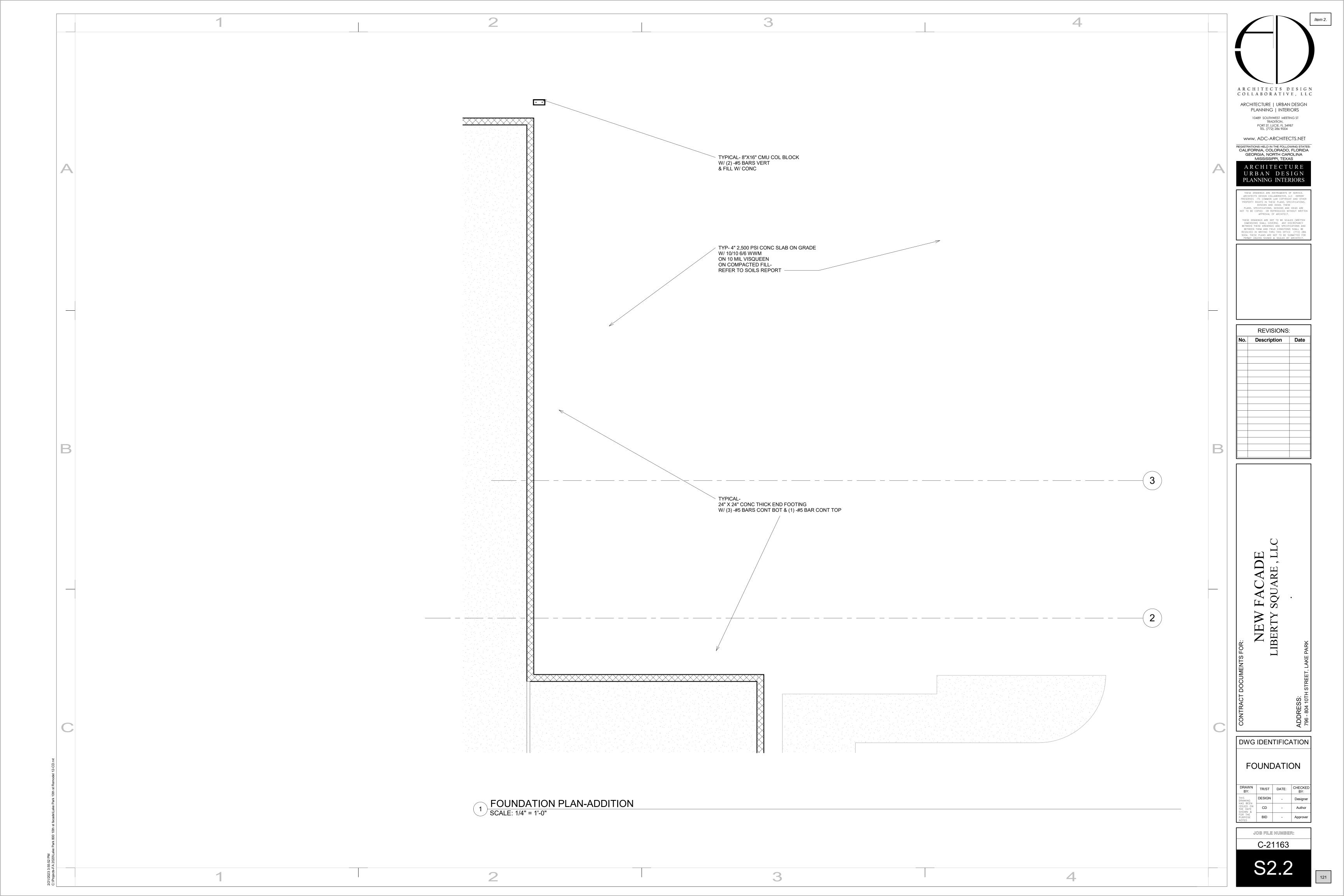
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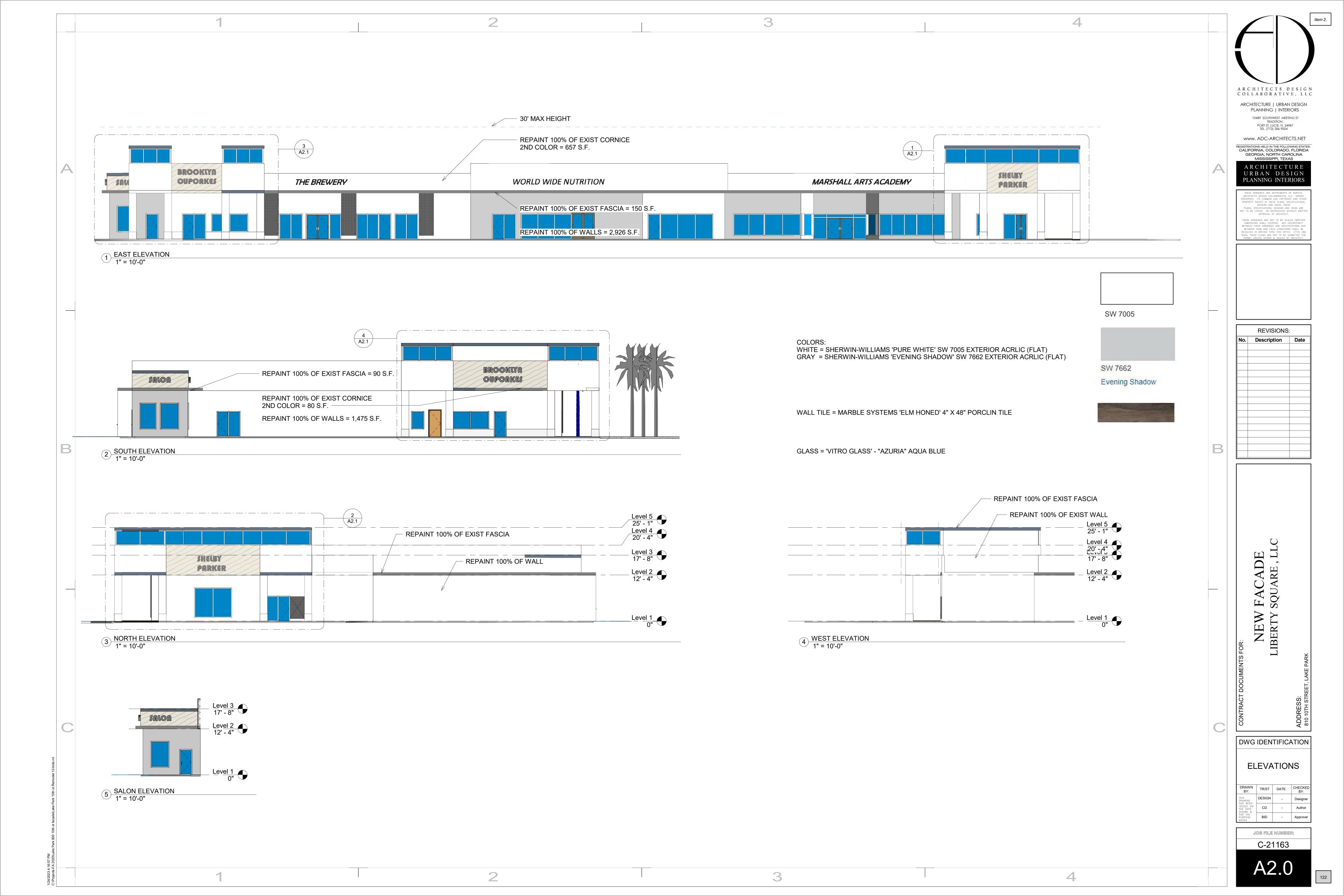
| DWG IDENTIFICATION STRUCTURAL GENERAL NOTES

TR/ST DATE: DESIGN Designer CD Author BID

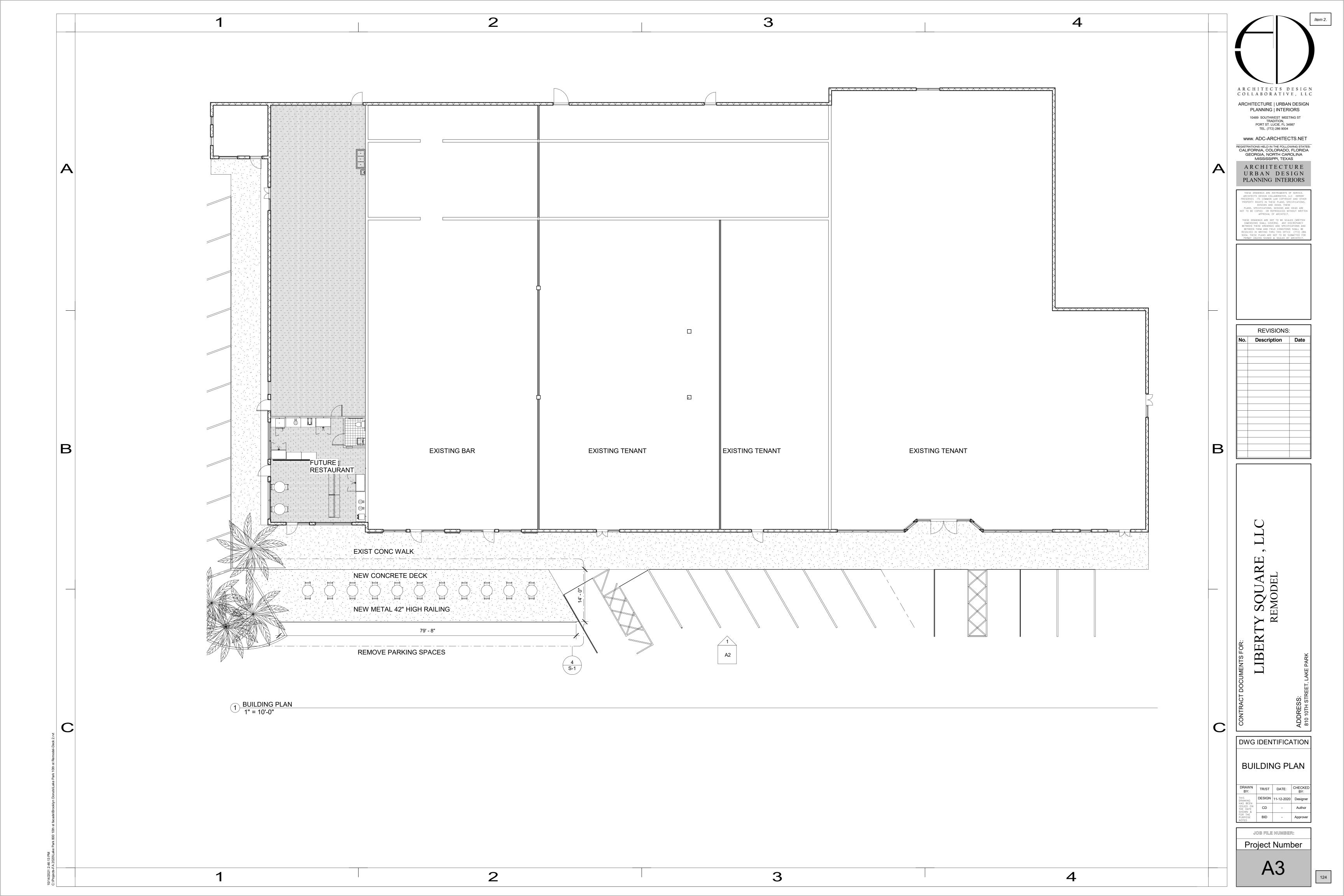
> JOB FILE NUMBER: C-21163

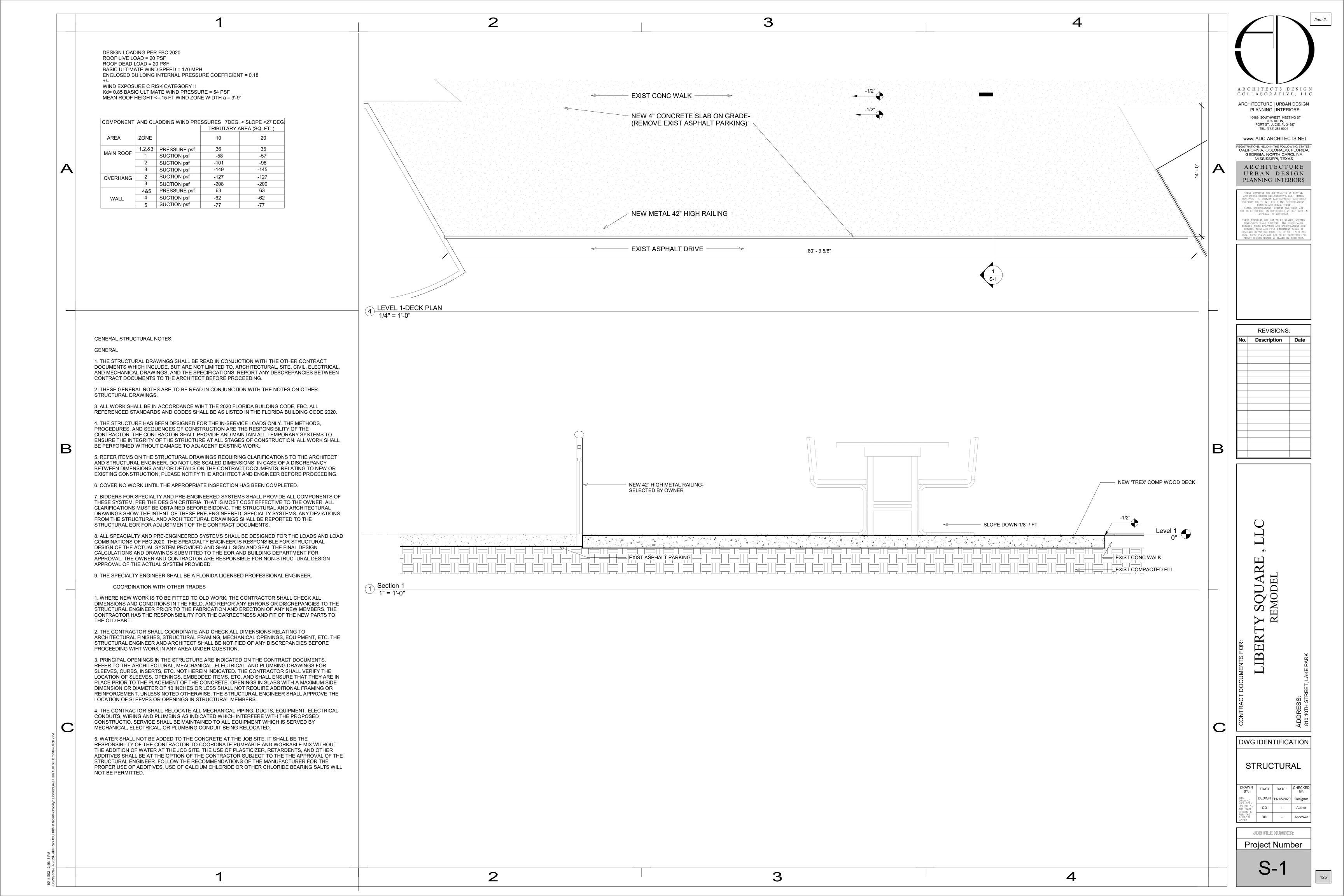












UNCONDITIONAL GUARANTY OF REPAYMENT AND PERFORMANCE

THIS UNCONDITIONAL GUARANTY OF REPAYMENT AND PERFORMANCE (Guaranty) is made as of the ____ day of September, 2023, by Liberty Square LLC, a Florida limited liability company (Grantee) having an address 724 Sandy Point Lake, West Palm Beach, FL 33410 and Carlo V. Vernia, Jr. ("Vernia").

WITNESSETH:

Grantee sought a redevelopment grant ("Grant") from the Town of Lake Park Community Redevelopment Agency ("Grantor") in the amount of \$360,000 to be used for a redevelopment project ("Project") for the property located at 796 10th Street, Lake Park, FL 33403. Grantor and Grantee entered into the Redevelopment Grant Agreement dated September __ , 2023 (the "Grant Agreement") in which Grantor agreed to provide the Grant to Grantee subject to the terms and conditions of the Grant Agreement. The receipt of the Grant is expressly conditioned upon Grantee remaining in compliance with all of the obligations that are required for the Project pursuant to the Grant Agreement and associated Exhibit (the Grant Agreement and the Exhibit are collectively referred to herein as the "Grant Documents").

Grantor has agreed to make the Grant available to the Grantee in consideration, among other things, of their performance of all of the covenants and obligations made in the Grant Documents, and as guaranteed by the Guarantors executing this Guaranty.

The Grantor is expected to benefit from making a Grant to Grantee.

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound hereby, the Guarantors irrevocably and unconditionally agree as follows:

The recitals set forth above are true and correct and are incorporated herein. Terms not otherwise defined herein shall have the meanings set forth in the Grant Agreement.

Guarantors hereby guarantee the prompt and full payment and performance by Grantee of each item, covenant, condition, provision and obligation to be paid, kept, observed and performed by Grantee under the Grant Documents, and any subsequent amendments, extensions or restatements thereof (the "Repayment Guaranty").

Grantor hereby agrees to provide the Guarantors with 60 days' advance written notice (the "Written Notice") of any default made by the Grantee under the provisions of the Grant Documents. Provided the Guarantors are provided Written Notice, Guarantors waive any rights by reason of any forbearance, modification, waiver, or renewal or extension which Grantor may grant, or to which Grantor and Grantee may agree, with respect to the Grant Documents, waive notice of acceptance of this Guaranty.

The obligations of Guarantors under the Grant Agreement are primary, absolute, independent, irrevocable and unconditional. This shall be an agreement of suretyship as well as of guaranty provided Guarantors are provided Written Notice of a default and, shall be operational by Grantee without being required to proceed first against Grantee or any other person or entity, or against any other security for Grantee's obligations to Grantor, Grantor may proceed directly against the

Guarantors.

The obligations of Guarantors under the Grant Documents shall be unconditional and irrevocable, irrespective of either (a) the genuineness, validity or enforceability, of the Grant Documents, (b) any limitation of liability of the Grantee contained in the Grant Documents, (c) the existence of any security given to secure the Grant, (d) any defense that may arise by reason of the incapacity or lack of authority of Grantee or any Guarantor or the failure of Grantors to file or enforce a claim against the estate of Grantee or any Guarantor in any bankruptcy or other proceeding, or (e) any other circumstances, occurrence or condition whether similar or dissimilar to any of the foregoing, which might otherwise constitute a legal or equitable defense, discharge or release of a Guarantors.

If Guarantors shall advance any sums to Grantee or their successors or assigns, or if the Grantee or their successors or assigns shall now be or hereafter become indebted to Guarantors, such sums or indebtedness shall be subordinate in payment and in all other respects to the amounts then or thereafter due and owing to Grantor under the Grant Documents. If Guarantors collect any of such sums or indebtedness from Grantee at any time when either Grantee are in default under the Grant Documents, such collected funds shall be deemed collected and received by Guarantors in trust for Grantor and shall be paid over to Grantor, upon demand by Grantor, for application, when received, on account of Grantee's obligations under the Grant Documents. Nothing herein contained shall be construed to give Guarantor any right of subrogation in and to the Grant Documents or all or any part of the Grantor's interest in the Grant Documents, until all amounts owing to Grantor have been paid in full.

Guarantors hereby represent and warrant that (a) Guarantors have either examined the Grant Documents or have had an opportunity to examine the Grant Documents and have waived the right to examine them; (b) that Guarantors have the full power, authority and legal right to enter into, execute and deliver this Agreement; (c) that this Agreement is a valid and a binding legal obligation of Guarantors, and is fully enforceable against Guarantors in accordance with its terms; (d) that the execution, delivery and performance by Guarantor of this Agreement will not violate or constitute a default under any indenture, note, loan or credit agreement or any other agreement or instrument to which Guarantors are a party or are bound; (e) Guarantors will derive direct, substantial benefit from the Grant to Grantee; and (f) if Guarantor or Grantee have delivered to Grantor financial statements of Guarantors, there has been no material adverse change in the financial condition of Guarantor from the financial condition of Guarantors shown on such financial statement delivered to Grantor.

All notices between the parties shall be in writing and be made by certified mail, return receipt requested or by hand delivery at the following addresses:

Town of Lake Park

Community Redevelopment Agency Attn: Executive Director 535 Park Avenue Lake Park, Fl. 33403

Liberty Square LLC

Attn: Carlo V, Vernia. Jr.. Registered Agent

724 Sandy Point Lane West Palm Beach, FL 33410

Carlo V. Vernia, Jr. individually 724 Sandy Point Lane West Palm Beach, FL 33410

- 9. All rights and remedies of Grantor under this Agreement, the Grant Documents, or by law are separate and cumulative, and the exercise of one shall not limit or prejudice the exercise of any other such rights or remedies. The enumeration in this Agreement of any waivers or consents by Guarantor shall not be deemed exclusive of any additional waivers or consents by Guarantors which may be deemed to exist, in law or equity. No delay or omission by Grantor in exercising any such right or remedy shall operate as a waiver thereof. No waiver of any rights and remedies hereunder, and no modification or amendment of this Agreement shall be deemed made by Grantor unless in writing and duly signed by Grantor. Any such written waiver shall apply only to the instance specified therein and shall not impair the further exercise of such right or remedy or of any other right or remedy of Grantor, and no single or partial exercise of any right or remedy under this Agreement shall preclude any other or further exercise thereof or any other right or remedy.
- 10. If Grantor employs counsel to enforce this Agreement by suit or otherwise, Guarantors shall reimburse Grantor, upon demand, for all expenses incurred in connection therewith (including, without limitation, reasonable attorneys, fees incurred at trial, on appeal or in connection with any bankruptcy proceedings) whether suit is actually instituted.
- 11. This Guaranty shall be binding upon the Guarantors, and their respective heirs, administrators, executors, successors and assigns, and shall inure to the benefit of Grantor (and its affiliates as appropriate) and its successors and assigns.
- 12. The obligations and liabilities of Guarantors hereunder and pursuant to the Grant Documents are and shall be joint and several and are and shall be joint and several with the obligations and liabilities of Grantee and the Guarantors of obligations arising under the Grant Agreement. For purposes of this Guaranty the singular shall be deemed to include the plural, and the neuter shall be deemed to include the masculine and feminine, as the context may require.

If any provision of the Grant Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the other provisions of the Grant Agreement shall remain in full force and effect and shall be liberally construed in favor of Grantor in order to affect the provisions of this Guaranty.

Guarantors and Grantor agree that this Guaranty shall be governed by and construed according to the laws of the State of Florida regardless of where the residence or domicile of the Guarantors are now or may hereafter be located.

Guarantors and Grantor hereby waive any and all rights to a trial by jury in any action, proceeding, counterclaim or subsequent proceeding, brought by either Grantor or either of the Guarantors of any obligation created under the Grant Documents or any of the other documents

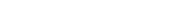
executed and delivered in connection therewith against any or all of the others on any matters whatsoever arising out of, or in any way related to the Grant, the Grant Documents, any of the other documents executed and delivered in connection therewith.

IN WITNESS WHEREOF, Guarantors have executed and sealed this Guaranty the day and year first above written.

LIBERTY SQUARE, LLC
By Printed Name:
Its:
GUARANTOR:
Carlo V Vernia Ir individually

P:\DOCS\26508\00003\DOC\28K7197.RTF

Liberty Square LLC



Tenant Roster

Wild Magnolia Salon

Location Suite	Lease Duration	# Of Employees	Employee Salaries
796C	2 years January 2022 - December 2024	6 self employed	N/A

Wild Magnolia Salon operates seven days a week and serves both Lake Park and its surrounding areas.

The lease duration is limited to two years. This deliberate choice aims to maintain the flexibility required for introducing new businesses that align with Lake Park's vision and adapt to the evolving landscape and community enhancements. An illustrative instance of such a scenario would involve leasing to enterprises within the food and dining industry.

Brooklyn Cupcake

Location Suite	Leace Duration	# Of Employees	Employee Calaries
Location Suite	Lease Duration	# Of Employees	Employee Salaries
796A-B	5 years March 2021 - February 2026	4 (2 full time, 2 part time)	Full time - \$25.00/hr Part time - \$15.00/hr

We are thrilled about the vibrancy and economic activity that Carmen and Gus of Brooklyn Cupcake are poised to infuse into the plaza. Not only do they hold the status of being Lake Park business proprietors, but they also exude active participation within the local community.

Their alignment with our vision for the future of Lake Park makes them invaluable contributors. It's worth noting that they are planning to become homeowners in Lake Park as well. Their venture involves crafting delectable cupcakes and other desserts, complemented by food service, event hosting, and a diverse range of offerings.

Liberty Square LLC

Coastal Karma BreweryLocation SuiteLease Duration# Of EmployeesEmployee Salaries79810 years
June 2019 - May 20295 (1 full time, 4 part time)\$8.00/hr plus tips

Coastal Karma Brewery is on the rise, drawing in customers from Lake Park and its neighboring regions. The brewery stands out with its lively events featuring local bands and a variety of food trucks. Beyond this, they're actively involved in expanding their reach through product distribution. Interestingly, the owner has a strong connection to Lake Park, having spent their formative years in the area.

Amazon & Nutrition Worldwide Location Suite Lease Duration # Of Employees Employee Salaries

July 2019 - June 2024

800

Mike, the proprietor of Amazon & Nutrition Worldwide, has witnessed a remarkable surge in his business ever since becoming a part of Liberty Square Plaza. Some of his employees hail from Lake Park, and he's keenly interested in extending his lease agreement with us.

8 full time

\$16.00 - \$17.00/hr

Amazon & Nutrition Worldwide stands as a valuable asset not only to the plaza but also to fellow tenants. Mike's operations encompass a wide range of packing and shipping services for diverse products, and his business provides employment opportunities for local residents of Lake Park. He collaborated with Brooklyn Cupcakes, aiding them in packing and shipping products even before their full-scale operations began. Additionally, his establishment includes a nutrition store, contributing significantly to the plaza's commercial activity. Worth noting is the fact that he's the sole nutrition store in the vicinity, especially since Nutrition World on Northlake recently closed its doors.

Liberty Square LLC

PBG Martial Arts

Location Suite	Lease Duration	# Of Employees	Employee Salaries
802	5 years August 2021 - July 2026	15 (4 full time, 11 part time)	Bus Drivers \$20.00 - \$40.00/hr Instructors \$20.00/hr

PBG Martial Arts has more than doubled in size in just two years. They serve students from 12 schools, offering martial arts training, tournaments, summer camps, adult classes, and more. This boosts foot traffic in the plaza regularly.

They're collaborating with Brooklyn Cupcakes for a graduation event, set to bring around 200 people to the plaza. The owners are even building their home in Lake Park, showing their commitment to the community.

Shelby Parker

Location Suite Lease Duration		# Of Employees	Employee Salaries
804	2 years September 2021 - August 2023	3 full time	N/A

Shelby Parker specializes in home and boat fabrics and designs. The owners are Lake Park residents and have proven to be excellent tenants. While their space currently serves their needs, it's a location we envision as a potential spot for a restaurant or similar food service business in the future, particularly following the plaza's renovations.



Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Limited Liability Company LIBERTY SQUARE LLC

Filing Information

 Document Number
 L19000138855

 FEI/EIN Number
 38-4123073

 Date Filed
 05/23/2019

 Effective Date
 06/01/2019

State FL
Status ACTIVE

Principal Address

724 SANDY POINT LANE

WEST PALM BEACH, FL 33410 UN

Mailing Address

93 DONALD DRIVE

NEW ROCHELLE, NY 10804

Changed: 03/10/2020

Registered Agent Name & Address

VERNIA, CARLO V, JR 724 SANDY POINT LANE WEST PALM BEACH, FL 33410

Authorized Person(s) Detail

Name & Address

Title MGR

VERNIA, CARLO 724 SANDY POINT LANE WEST PALM BEACH 33410 UN

Annual Reports

Report Year	Filed Date
2021	03/18/2021
2022	03/21/2022
2023	03/29/2023

Florida Department of State, Division of Corporations

PAPA Banner

Location Address 796 10TH ST

Municipality LAKE PARK

Parcel Control Number 36-43-42-20-06-001-0010

Subdivision CITY SQUARE IN PB 27 PGS 192 & 193

Official Records Book 30693 Page 75

Sale Date JUN-2019

 $\begin{array}{c} \textbf{Legal Description} \\ \textbf{LI} \end{array} \\ \begin{array}{c} \textbf{CITY SQUARE TR A (LESS NLY 277 FT) MEAS ALONG E} \\ \textbf{LI} \end{array} \\ \\ \end{array}$

Owners

LIBERTY SQUARE LLC

Mailing address

724 SANDY POINT LN

PALM BEACH GARDENS FL 33410 3427

Sales Date	Price	OR Book/Page	Sale Type	Owner
JUN-2019	\$1,775,000	30693 / 00075	WARRANTY DEED	LIBERTY SQUARE LLC
MAY- 2018	\$785,000	29898 / 00091	WARRANTY DEED	GENEVA PARK LLC
OCT-2013	\$1,568,830	26435 / 01431	WARRANTY DEED	TC PROPERTY VENTURE LLC
AUG- 2002	\$570,000	14081 / 00838	WARRANTY DEED	CAT RAN BONE INC
JAN-2002	\$500,000	13406 / 01824	WARRANTY DEED	LAKE PARK CENTRE
1 2				

No Exemption Information Available.

Number of Units 0 *Total Square Feet 26	182 Acres 2.2886
Use Code 1100 - STORES Z	PADD - PADD PARK AVENUE DOWNTOWN (36-LAKE PARK)

Tax Year	2023 P	2022	2021
Improvement Value	\$1,719,699	\$1,646,879	\$0
Land Value	\$1,296,009	\$747,698	\$0
Total Market Value	\$3,015,708	\$2,394,577	\$1,500,000

P = All values are as of January 1st each year

Tax Year	2023 P	2022	2021
Assessed Value	\$1,815,000	\$1,650,000	\$1,500,000
Exemption Amount	\$0	\$0	\$0
Taxable Value	\$1,815,000	\$1,650,000	\$1,500,000
Tax Year	2023 P	2022	2021
Ad Valorem	\$46,274	\$40,506	\$33,201
Non Ad Valorem	\$16,309	\$13,050	\$14,767
Total tax	\$62,583	\$53,556	\$47,968

Lake Park Redevelopment Goals!

#1

Economic Development

- 1.A Establish one clear identity in which visitors and businesses connect with.
- 1.B Retain and expand targeted anchor industries.
- 1.C Work with and support not-for-profit organizations to implement strategies that support CRA Plan goals.
- 1.D Utilize Code Enforcement and Community Policing to reduce signs of disorder and continue to address real and perceived safety issues within the CRA.
- 1.E Continue supporting small businesses and establish Lake Park as a hub for entrepreneurship
- 1.F Expand marketing and promotion efforts to grow awareness of Lake Park.

#2

Housing and Residential Life

2.A - Establish a healthy and sustainable housing mix2.B - Improve the quality of life within the Lake Park CRA.

#3

Public Improvements and Infrastructure

- 3.A Enhance CRA visibility through gateways and wayfinding
- 3.B Improve walkability and safety perceptions through targeted lighting enhancements.
 3.C Improve aesthetics throughout the CRA.
- 3.D Improve infrastructure for commercial and industrial areas.3.E Enhance the relationship between the businesses along
- between the businesses along Park Avenue and the roadway through creative partnerships to address parking lot aesthetics.

#4

Transportation, Transit, and Parking

- 4.A Encourage safe, convenient, efficient, and effective motorized and alternative-means transportation and transit systems
 4.B As the Lake Park Creator's District continues to grow, seek opportunities to expand transit
- 4.C Create safe, efficient, and attractive parking to support retail, restaurant, cultural, office, and light industrial facilities within the redevelopment area.

#5

options.

Redevelopment Support

- 5.A Encourage and support sound, redevelopment-friendly, Land Use Regulations.
- 5.B Use Powers of Borrowing, Land Acquisition & Disposition to further CRA goals and initiatives 5.C - Provide Economic Incentives and other support to projects that further CRA Redevelopment Goals and
- 5.D Provide sufficient CRA resources and talent



Initiatives



Agenda Title:

CRA Agenda Request Form

Resolution Authorizing and Directing the Executive Director to

Meeting Date: September 20, 2023

Agenda Item No.

Renew Property and Casualty Insurance Coverage from the Florida Municipal Insurance Trust for the Community Redevelopment Agency for Fiscal Year 2024							
[] Consent Agenda [] Presentation	[] Discussion/Possi	ble Action					
[x] Other – New Business							
Approved by Executive Director: Sor Guy Date: 9-12-23							
Name/Title ASSISTANT TOWN MUR HUMAN RESOURCES DIRECTOR							
Originating Department:	Costs: \$10,294	Attachments:					
Human Resources	Funding Source: Acct. # 110-55-552-520- 45000 Jeffrey P. Duvall Jeffrey P. Duvall	Resolution and Copy of the Gehring Group Fiscal Year 2023/2024 Community Redevelopment Agency Property and Casualty Insurance Evaluation (Exhibit A)					

Summary Explanation/Background:

Fiscal Year 2023 is the 12th full year for which the Community Redevelopment Agency (CRA) has had in place property and casualty liability insurance coverage. The carrier for such insurance for Fiscal Year 2023 is the Florida Municipal Insurance Trust (FMIT) and such coverage is due to expire on September 30, 2023.

At the request of staff, Gehring Group released a request for proposals (RFP) to the insurance marketplace for renewal of such coverages for Fiscal Year 2024. As a result, the following carrier submitted a proposal:

• Florida Municipal Insurance Trust, which submitted a quote which represents a 67.1 percent, or a \$4,134, increase over the expiring coverage.

Preferred Governmental Claims Solutions (PGIT) responded to the RFP by declining to quote due to capacity restraints in Palm Beach County, Florida.

Such rate is set forth on the attached Exhibit A

Based upon staff's review of the evaluation provided by Gehring Group, it is recommended that property and casualty insurance for the CRA for Fiscal Year 2024 (commencing October 1, 2023) be renewed through the Florida Municipal Insurance Trust.

Recommended Motion:	I move to adopt Resolution	
RECUIIII E II UEU MOLIOII.	I IIIOAE TO BROOK I JOSCHARIOII	

69-09-23 Authorizing and directing the Executive Director to renew for fiscal year 2024 property and casualty insurance coverage through the Florida Municipal Insurance Trust; and providing for an effective date.

RESOLUTION NO. 69-09-23

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE TOWN OF LAKE PARK AUTHORIZING AND DIRECTING THE EXECUTIVE DIRECTOR TO RENEW FOR FISCAL YEAR 2024 PROPERTY AND CASUALTY INSURANCE COVERAGE THROUGH THE FLORIDA MUNICIPAL INSURANCE TRUST; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Town Commission of the Town of Lake Park has previously created a Community Redevelopment Agency (CRA) pursuant to Section 163.356, Florida Statutes; and

WHEREAS, the Lake Park CRA has all of the statutory powers conferred upon it by Section 163.370, Florida Statutes; and

WHEREAS, the Lake Park CRA has determined that it is in the best interest of the CRA to provide for property and casualty insurance coverage for the CRA for Fiscal Year 2024; and

WHEREAS, the Lake Park CRA has reviewed the Gehring Group 2023/2024 Property and Casualty Insurance Evaluation, a copy of which is attached hereto and incorporated herein as Exhibit "A", for the provision of property and casualty insurance; and

WHEREAS, the Lake Park CRA has determined that it is in the best interest of the CRA to obtain property and casualty insurance coverage through the Florida Municipal Insurance Trust for Fiscal Year 2023/2024; and

WHEREAS, the Lake Park CRA has directed that adequate funds be allocated for such coverage in Fiscal Year 2024.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE TOWN OF LAKE PARK, FLORIDA AS FOLLOWS:

Section 1. The whereas clauses are incorporated herein as true and correct and are hereby made a specific part of this Resolution.

Section 2. The Lake Park CRA hereby authorizes and directs the Executive Director to renew for Fiscal Year 2024 property and casualty insurance coverage through the Florida Municipal Insurance Trust for the Lake Park CRA as outlined in the attached Exhibit A.

Section 3. This Resolution shall become effective immediately upon adoption.

EXHIBIT A



Town of Lake Park - CRA Property & Casualty Insurance 2023-2024 Renewal Evaluation

			_	CURRENT						RENEWAL		
		Florida Municipal Insurance Trust 2022-2023				Florida Municipal Insurance Trust						
					2023-2024							
Coverage Type		Deductible		Dability Hmits		Premium		Deductible		Liability Limits		Premium
Property		\$2,500 AOP; 5% Named Storm	15	304,500	\$	1,873		\$2,500 AOP; 5% Named Storm		380,625	\$	5,618
Flood		\$2,500 per occ. / \$500,000 A or V	¢	5,000,000		Included in Property		\$2,500 per occ. / \$500,000 A or V	\$	5,000,000		Included in Property
Earth Movement	Ś	2,500	_	5,000,000	Г	Included in Property	\$	2,500	\$	5,000,000		Included in Property
Equipment Breakdown	S	2,500	_	304,500	T	Included in Property	\$	2,500	\$	304,500		Included in Property
General Liability	Ś		\$	5,000,000	\$	4,287	\$		\$	5,000,000	\$	4,676
Public Officials Liability	S		\$	5,000,000	Г	Included in Gen. Liab.	\$		\$	5,000,000		Inlouded in Gen. Liab.
Cyber Liability	S		s	1,000,000	Т	Included in Gen. Liab.	\$	- 3	\$	1,000,000		Inlouded in Gen. Liab.
Total Annual Premium:	W 1				\$	6,160					\$	10,294
S Increase/Decrease						N/A					\$	4,134
V Increase /Decrease						N/A						67.19



[]

[]

[]

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 20, 2023 Agenda Item No.

SPECIAL PRESENTATION/REPORTS []

BOARD APPOINTMENT

ORDINANCE

Agenda Title: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, PROVIDING FOR A FINDING OF NECESSITY AND DETERMINING THE EXISTENCE OF TWO OR MORE CONDITIONS IN A CERTAIN AREA OF THE TOWN OF LAKE PARK THAT MEET THE CRITERIA DESCRIBED IN SECTION 163.340 (8), FLORIDA STATUTES; PROVIDING FOR THE ACCEPTANCE, APPROVAL AND ADOPTION OF THE TOWN OF LAKE PARK COMMUNITY REDEVELOPMENT AGENCY'S FINDING OF NECESSITY STUDY; FINDING THE NEED FOR A COMMUNITY REDEVELOPMENT AREA UNDER THE PROVISIONS OF CHAPTER 163, PART III, OF THE FLORIDA STATUTES.

CONSENT AGENDA

OLD BUSINESS

[]

[X] NEW BUSINESS						
John Approved by Town Manager Nadia Di Tommaso / Community Develapment Division Div						
Originating Department: Town Manager/Community Development	Costs: \$ Included in prior contract as an added service at no additional cost Funding Source: Acct. [] Finance	Attachments: → Resolution 38-05-23 → Finding of Necessity Report (updated) → Copy of Resolution 36- 06-22 approving CRA Master Plan update in August 2022 and a copy of the Updated Plan → Legal Ad and Registered Mail to Taxing Authorities				
Advertised: Date: 08/04/2023 Paper: Palm Beach Post (item was continued from the August 16, 2023 meeting) [] Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone or Not applicable in this case ND Please initial one.				

Summary Explanation/Background:

On May 17, 2023, the Town Commission discussed and approved this item however, after approval it was identified that the required notices were not completed. Consequently, this item is coming back for approval, this time with advance notices to all taxing authorities and a legal ad in the Palm Beach Post having been completed prior to this meeting. The materials/substance being proposed remains the same at this time.

Palm Beach County has been in discussion with the Town on the Finding of Necessity since June 2023. Just recently, a call was requested by the County. This call was scheduled on August 8, 2023 per their request (one day before agenda item publication). The Town Manager, Community Development, and Business Flare participated in this call. The purpose of the County's request was so that they could share some questions/comments/concerns. On this call, the County explained that they will formally provide written comments only after the Town Commission considers the item on August 16 and it is transmitted to the County. As a courtesy, they wanted to verbally share some comments ahead of time. The County questioned the accuracy of the property values outlined in the Finding of Necessity by Business Flare and they also asked about any relevant raw data from PBSO, Fire or Code Enforcement, that would further justify the need for the CRA expansion, similar to the information provided in the original Finding of Necessity back in 1996. Business Flare explained that the property values are accurate however, they will double check them with the County to make sure. Business Flare also explained that the Statute requires two or more, of a lengthy list of criteria, to be met in order to justify slum and blight and that the Finding of Necessity meets the Statutory requirement. In an effort to work with the County, Business Flare agreed to revisit the crime and crash data and possibly other relevant data to determine if more can be added to the Finding of Necessity (this was done as a courtesy, but not as a requirement since the Finding of Necessity meets the Statutory requirements of Chapter 163).

Consequently, Business Flare reviewed the values and they have been updated. Business Flare also included additional data justifying slum and blight and conditions that need to be addressed in both proposed expansion areas. The updated Finding of Necessity is enclosed.

Additional History

In follow-up to the Updated CRA Master Plan that was approved by the Town in the summer of 2022, Business Flare was also tasked to prepare a finding of necessary for two potential expansion areas, as reviewed and discussed when the Updated CRA Master Plan was presented.

The enclosed report, prepared by Business Flare, was also discussed in a meeting with Palm Beach County Commissioner Mack Bernard on February 21, 2023 in his office. The CRA Executive Director, a representative from Business Flare and the Town's Community Development Director were present. Commissioner Bernard understood the request and is in favor of including the north area that is prime for redevelopment and using that value increase to then assist the second southern area along Silver Beach using CRA residential rehabilitation programs. He recommended we work with Riviera Beach on the south side of Silver Beach when the home rehabilitation project moves forward in an effort to revitalize both sides of the roadway. Staff also met with Palm Beach County Administrator Verdenia Baker who expressed similar sentiments and appreciated that one expansion area would provide the added revenue (on the Town side thereby not necessitating added revenue from the County) to then revitalize the other expansion area.

The Town's CRA Board also considered this item at their March 15, 2023 meeting and unanimously recommended approval.

What is a Community Redevelopment Area or District?

Under Florida law (Chapter 163, Part III), local governments are able to designate areas as Community Redevelopment Areas when certain conditions exist. Since all the monies used in financing CRA activities are locally generated, CRAs are not overseen by the state, but redevelopment plans must be consistent with local government comprehensive plans. Examples of conditions that can support the creation of a Community Redevelopment Area include, but are not limited to: the presence of substandard or inadequate structures, a shortage of affordable housing, inadequate infrastructure, insufficient roadways, and inadequate parking. To document that the required conditions exist, the local government must survey the proposed redevelopment area and prepare a Finding of Necessity. If the Finding of Necessity determines that the required conditions exist, the local government may create a Community Redevelopment Area to provide the tools needed to foster and support redevelopment of the targeted area. Additional areas can be added if a Finding of Necessity is created for those areas and approved by the CRA Board and the County.

Purpose of the Community Redevelopment Agency and CRA Plan

The Community Redevelopment Agency is responsible for developing and implementing the Community Redevelopment Plan that addresses the unique needs or blighted conditions of the targeted area(s). The plan includes the overall goals for redevelopment in the area, as well as identifying the types of projects planned for the area utilizing any legal development or redevelopment tool authorized by F.S. Statutes Chapter 163.

Examples of traditional projects include: streetscapes and roadway improvements, building renovations, new building construction, flood control initiatives, water and sewer improvements, parking lots and garages, neighborhood parks, sidewalks and street tree plantings. The plan can also include redevelopment incentives such as grants and loans for such things as façade improvements, sprinkler system upgrades, signs, and structural improvements, just to name a few. The redevelopment plan is a living document that can be updated to meet the changing needs within the Community Redevelopment Area; however, the boundaries of the area cannot be changed without starting the process from the beginning with a Finding of Necessity for the additional areas.

<u>Enclosed is the Finding of Necessity for the proposed CRA Expansion Areas.</u> <u>Business Flare provided the original presentation.</u>

Recommended Motion: I move to "APPROVE" Resolution 38-05-23.

RESOLUTION 38-05-23

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, PROVIDING FOR A FINDING OF NECESSITY AND DETERMINING THE EXISTENCE OF TWO OR MORE CONDITIONS IN A CERTAIN AREA OF THE TOWN OF LAKE PARK THAT MEET THE CRITERIA DESCRIBED IN SECTION 163.340 (8), FLORIDA STATUTES; PROVIDING FOR THE ACCEPTANCE, APPROVAL AND ADOPTION OF THE TOWN OF LAKE PARK COMMUNITY REDEVELOPMENT AGENCY'S FINDING OF NECESSITY STUDY; FINDING THE NEED FOR A COMMUNITY REDEVELOPMENT AREA UNDER THE PROVISIONS OF CHAPTER 163, PART 111, OF THE FLORIDA STATUTES.

WHEREAS, Chapter 163, Part Ill, Florida Statutes, has defined and provided for the conduct of redevelopment activities within municipalities and counties; and

WHEREAS, the Town Commission adopted Resolution No 14-1996 on April 3, 1996, finding the existence of blight conditions in that area of the Town of Lake Park, known as the Lake Park Community Redevelopment Area, as more particularly described in that resolution, and established the Community Redevelopment Agency (CRA) for that area; and

WHEREAS, by adoption of Resolution 65-1996, the Lake Park Community Redevelopment Area Plan was approved by the Town Commission on November 20, 1996 (the "1996 Plan"); and

WHEREAS, by adoption of ResolutionR-96-1852 on November 6, 1996, the Palm Beach County Board of County Commissioners approved the 1996 plan; and

WHEREAS, the Town Commission adopted an updated and amended version of the 1996 plan as contemplated by Part III, Chapter 163, Florida Statutes, pursuant to Resolution -10-02-10 (the "2010 Plan"); and

WHEREAS, an updated and amended version of the 2010 Plan (the "Plan Update"), has been prepared which updates the 2010 Plan and addresses the redevelopment needs in the Community Redevelopment Area; and

WHEREAS, the Community Redevelopment Agency on May 6, 2022, approved the Plan Update and recommended it to the City Commission; and

WHEREAS, by adoption of Resolution 36-06-22 on June 1, 2022, the Town Commission approved the Plan Update and transmitted it to the Palm Beach County Board of County Commissioners; and

WHEREAS, the Palm Beach County Board of County Commissioners accepted, approved and filed the Plan Update at its January 24, 2023 Board of County Commissioners Meeting; and WHEREAS, the Town of Lake Park Community Redevelopment Agency authorized the completion of a Finding of Necessity Study pursuant to Chapter 163, Part Ill, Florida Statutes to evaluate the presence of blighted areas that are contiguous to the current redevelopment area boundaries; and

WHEREAS, the Town of Lake Park retained Business Flare, LLC to prepare a Finding of Necessity Study; and

WHEREAS, in accordance with Section 163.355, of the Florida Statutes, this Resolution is supported by data and analysis gathered and presented to the Town of Lake Park Community Redevelopment Agency Board of Commissioners on March 15, 2023; and

WHEREAS, there exists in the Town of Lake Park, within the study area of the Finding of Necessity Study, conditions of blight as identified in Chapter 163, Part Ill, Florida Statutes; and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSON OF THE TOWN OF LAKE PARK, FLORIDA, does hereby find that more than two conditions of blight, as defined in Chapter 163.340 (8), Florida Statutes, exist in the study area.

Section 1. The Town Commission hereby approves the Finding of Necessity for the additional CRA Expansion Areas; transmits the Plan Update to the Board of County Commissioners of Palm Beach County, Florida; and authorizes and directs the Town staff to proceed with the implementation of the Expansion Areas into the CRA Master Plan.

Section 2. The Finding of Necessity Report, a copy of which is attached hereto and incorporated herein as Exhibit "A", is hereby approved.

Section 3. <u>Effective Date</u>. Pursuant to Section 163.40 Florida Statutes, the effective date of shall be the date the Finding of Necessity is approved by the Board of County Commissioners of Palm Beach County.

EXHIBIT "A"

Finding of Necessity Report

2022 FINDING OF NECESSITY - CRA EXPANSION

Lake Park Community Redevelopment Agency

Town of Lake Park, Palm Beach County, Florida



Prepared for

Lake Park Community Redevelopment Agency

Prepared by

BusinessFlare®

September 30, 2022 Updated August 2023



Acknowledgements

The Lake Park Community Redevelopment Agency (CRA) professional staff and its expert redevelopment consultants, BusinessFlare® collaborated on this statutorily required report.

The Lake Park CRA is grateful to the many persons who participated in discussions during the Lake Park CRA Master Plan Update 2022 project, which lead to this report.

CRA Board

Michael O'Rourke, Chair Kimberly Glas-Castro, Vice-Chair John Linden, Board Member Roger Michaud, Board Member Mary Beth Taylor, Board Member Dr. Henry Stark, Board Member

CRA Executive Director

John O. D'Agostino

Community Development Director

Nadia DiTommaso

Town Planners

Anders R. Viane Karen J. Golonka

Consultants

BusinessFlare®
Kevin Crowder, CEcD, Founder
Camilo Lopez, Planner, Strategic Economic Designer
Alicia Alleyne, Associate, Real Estate Professional

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Executive Summary

The Town the Lake Park has implemented steps to conduct a Finding of Necessity for an expansion of the Lake Park Community Redevelopment Area (Lake Park CRA) created in 1996. The Town of Lake Park has had notable success with the Lake Park CRA. The Town desires to reach its full revitalization and economic potential by incorporating certain opportunity areas into the district.

The proposed expansion areas can realize long-term economic rebirth and contribute to a vibrant, enriched placemaking identity. The proposed expansion areas will benefit from the public and private investments a CRA designation generates, as well as potential property value increases. This report demonstrates why the Town of Lake Park and the Lake Park CRA now find it necessary to expand its district to include these areas. It explains how to designate an area as a CRA and how to implement redevelopment.

A Community Redevelopment Area is a government affiliate fiduciary district detailed in Florida Statutes Chapter 163. Under Section 163.355, a Finding of Necessity is a statutorily required to prioritize area(s) that require significant redevelopment efforts and alternative financing mechanisms. It requires an assessment of slum and blight as a precursor to designation. A Finding of Necessity must be supported by evidentiary data and thorough analysis of impaired conditions.

The Lake Park Community Redevelopment Agency (CRA) desires for all its residents to reach their full potential through deserved revitalization and economic growth through the proffered expansion. Over the last decade, many areas of Lake Park have rebounded effectively from the 2008 recession and recently from the 2020 pandemic. Yet, in keeping with past Florida cycles of redevelopment, certain neighborhoods have had more challenges and have not organically responded to shorter term economic rebounds led by venture capital and real estate market flips.

Without intervention now, slum and blighted areas impose onerous burdens onto the community, decrease the tax base, and constitute safety and public health menaces to the welfare of residents. Residents and small business owners are limited by rising investment rates and inflation, construction materials increases, wacky supply chain logistics, and labor shortages. Moreover, the expansion area has had longstanding barriers to equity investment. All these situations affect the output, success, and advancement in Lake Park.

The ability to create long term good will in Lake Park's asset base is rooted in uncovering and exposing feasible investment advantages in the expansion areas. These areas are often intuitively understood and realized by long-term residents and businesses as having deep intrinsic value. But areas with slum and blight conditions are rejected by U.S. institutional investors who determine worth through book value, risk level, and the goal to produce benefit above the going market rate of investment return.

Through dedicated efforts including the recent Lake Park CRA Master Plan Update and downtown land development regulation changes, the Town of Lake Park and its CRA staff have diligently prepared for this finding of necessity so all residents can experience revitalization and success.

Proposed Expansion Areas

The proposed expansion areas ("Study Area") are approximately 67 acres, and is more specifically defined as:

(1) 10th Court (26 acres)

Northern edge of the existing CRA boundary, bounded by Northern Drive on the south, Northlake Boulevard on the north, FEC right-of-way on the west, and W Road on the east. This area is generally of commercial character with some residential on the eastern edge.

(2) Silver Beach Road (41 acres)

Southern edge of the existing CRA boundary, bounded by 7th Street on the west, Federal Highway/ US1 on the east, and Bayberry Drive on the north. This area also includes Bert Bostrom Park, and it is generally of residential character.

Legal Requirements

Under Florida Statutes Section 163.340, the requirements of a Finding of Necessity are outlined. The below analysis follows this outline to examine the needed criteria and provides a final recommendation regarding a determination that a state of slum and blight exists.

Slum Determination Chapter 163.340 (7), Florida Statutes (1 must be present)

- (7) "Slum area" means an area having physical or economic conditions conducive to disease, infant mortality, juvenile delinquency, poverty, or crime because there is a predominance of buildings or improvements, whether residential or nonresidential, which are impaired by reason of dilapidation, deterioration, age, or obsolescence, and exhibiting one or more of the following factors:
 - (a) Inadequate provision for ventilation, light, air, sanitation, or open spaces;
 - (b) High density of population, compared to the population density of adjacent areas within the county or municipality; and overcrowding, as indicated by government-maintained statistics or other studies and the requirements of the Florida Building Code; or
 - (c) The existence of conditions that endanger life or property by fire or other causes.

Blight Determination Chapter 163.340 (8), Florida Statutes (2 must be present)

(8) "Blighted area" means an area in which there are a substantial number of deteriorated or deteriorating structures; in which conditions, as indicated by government-maintained statistics or other studies, endanger life or property or are leading to economic distress; and in which two or

more of the following factors are present (the proposed expansion areas for Lake Park CRA meets at least four or more of the following factors, see requirements table below):

- (a) Predominance of defective or inadequate street layout, parking facilities, roadways, bridges, or public transportation facilities.
- (b) Aggregate assessed values of real property in the area for ad valorem tax purposes have failed to show any appreciable increase over the 5 years prior to the finding of such conditions.
- (c) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness.
- (d) Unsanitary or unsafe conditions.
- (e) Deterioration of site or other improvements.
- (f) Inadequate and outdated building density patterns.
- (g) Falling lease rates per square foot of office, commercial, or industrial space compared to the remainder of the county or municipality.
- (h) Tax or special assessment delinquency exceeding the fair value of the land.
- (i) Residential and commercial vacancy rates higher in the area than in the remainder of the county or municipality.
- (j) Incidence of crime in the area higher than in the remainder of the county or municipality.
- (k) Fire and emergency medical service calls to the area proportionately higher than in the remainder of the county or municipality.
- (I) A greater number of violations of the Florida Building Code in the area than the number of violations recorded in the remainder of the county or municipality.
- (m) Diversity of ownership or defective or unusual conditions of title which prevent the free alienability of land within the deteriorated or hazardous area.
- (n) Governmentally owned property with adverse environmental conditions caused by a public or private entity.
- (o) A substantial number or percentage of properties damaged by sinkhole activity which have not been adequately repaired or stabilized.

The table on the following page highlights the qualifying "blight" criteria present in the proposed expansion areas.

Proposed Expansion Areas of the Lake Park CRA Requirements Table

Requirements for CRA Expansion (General)	Criteria Found in Proposed Expansion Areas of the Lake Park CRA
Predominance of defective or inadequate street layout, parking facilities, roadways, bridges, or public transportation facilities.	10th Court presents inadequate parking facilities and street layout with large, underutilized parking lots, back in parking into a major thoroughfare, and 5-point intersection. Silver Beach Road presents inadequate parking on swale areas.
Aggregate assessed values of real property in the area for ad valorem tax purposes have failed to show any appreciable increase over the 5 years prior to the finding of such conditions.	10th Court and Silver Beach Road real property shows a stagnant position regarding any increase on assessed values. It fails to show any appreciable increase compared to other areas.
Faulty lot layout in relation to size, adequacy, accessibility, or usefulness.	10th Court suburban shopping plaza shows a faulty layout with large parking lot in front and large, big box building (mostly vacant) on the rear. Its usefulness is underutilized as a potential mixed-use redevelopment project with sidewalk activity and better parking solutions. This site is a "gateway" site to the community.
Unsanitary or unsafe conditions.	10th Court shows unsanitary and unsafe conditions with trash dumpsters in plain view, not asphalted areas, holes in asphalt, cracked sidewalks, and overhead power lines. While Silver Beach Road shows trash on swale areas, and expose trash dumpsters, giving the impression of a deteriorating environment.
Deterioration of site or other improvements.	10th Court shows a large amount of inadequate and outdated buildings.
Falling lease rates per square foot of office, commercial, or industrial space	The northern expansion area has experienced some negative absorption of retail space, compared to significant

compared to the remainder of the county or municipality.

positive absorption in the rest of the County. Compared to the rest of the Town and County, office and industrial space in the northern expansion area has a higher vacancy rate (13.4% for office compared to 3.6% in the Town and 8.6% in the County, and 6.2% for industrial compared to 0.5% in the Town and 3.5% in the County.

Residential vacancy in the southern expansion area is 3.8% compared to countywide multifamily vacancy of 6.8% according to CoStar. Retail rates in the southern expansion area are \$21.53 per square foot compared to \$24.51 in the rest of the Town and \$32.3 in the County.

Conclusion

This firm has conducted research In a professional manner following previous and widely accepted data accepted methodologies. This document includes information for each item listed here with visual, descriptive, and/or research-based information that supports the finding of slum and blight.

In addition to data analysis, physical site visits were conducted to testify that there is a sworn presence of blight as defined by Florida Statues Chapter 163 in the proposed expansion areas of the Lake Park CRA.

This Finding of Necessity provides conclusive evidence that if left unattended, the blighted areas will undoubtedly persist. Given recent unfavorable economic outlooks, these conditions may worsen. They will consume additional resources while reducing the local tax base. The presence of slum and blight conditions are an economic and social liability to the Town of Lake Park and Palm Beach County.

Introduction

Town of Lake Park

Lake Park was incorporated in 1923 on land developed by the president of Waldorf Systems, Inc., Harry Seymour Kelsey. In its early years the town was conceived as Kelsey City a resort mecca and winter playground. Kelsey called the famous Olmsted brothers (landscape architects) and Dr. John Nolan to plan and design what would become the first zoned municipality south of Washington D.C. The Olmsted brothers were decedents of Frederick Law Olmsted the father of American landscape architecture and the designer of New York City's Central Park.

In 1923, electric lights were installed along the streets and the Town was formally incorporated. During this period, Kelsey City attracted nationwide attention as a revolutionary town per its design, which led to unprecedented activity and continued growth. Then, the land boom began to slow at the end of 1925, leading to a decline in the local real estate. The 1928 hurricane caused extensive damage that it was decades before Kelsey City was able to recover. By the late 1930s the Works Progress Administration (WPA) had paved roads in the town and 80% of the property had been purchased by the Tesdem Company, headed by Sir Harry Oakes, a millionaire who planned to create an exclusive residential community.

In 1939 the local garden club petitioned the state to change the town's name to Lake Park. They also persuaded the local government to change the existing numbered street names to flowers, plants, shrubs, and trees, which remained today. World War II led to an influx of military personnel and their families in the area.

Today, Lake Park is home to nearly 9,000 residents and hundreds of businesses ranging from retail to manufacturing to restaurants and boasts an eclectic downtown arts district and a popular marina. The Town will soon be home to a high-rise waterfront building featuring condominiums with unparalleled views and ground floor restaurants that will serve as destination dining establishments for the public.

The Town through this *Finding of Necessity* seeks to move forward with the expansion of their CRA boundary located in the downtown to attract investment and bring it back to its glorious days. This report will showcase that the existing conditions of these areas shows disinvestment and blighted conditions that need to be remediated.

Study Areas / CRA Boundaries

The proposed expansion areas ("Study Area") is approximately 67 acres, and is generally defined as:

(1) 10th Court (26 acres)

This area is physically defined as the northern edge of the existing CRA boundary, bounded by Northern Drive on the south, Northlake Boulevard on the north, FEC right-of-

way on the west, and W Road on the east. This area is generally of commercial character with some residential on the eastern edge.

Zoning designations within this area: C1 - Business District

C1B - Neighborhood Commercial District

C2 - Business District

C4 - Business District

NBOZ - Overlay

FLUM designations within this area: Commercial

(2) Silver Beach Road (41 acres)

This area is physically defined southern edge of the existing CRA boundary, bounded by 7th Street on the west, Federal Highway/ US1 on the east, and Bayberry Drive on the north. This area also includes Bert Bostrom Park, and it is generally of residential character.

Zoning designations within this area: R1 - Single Family Residence District

R2 - Multiple Family Residence District

P - Public District

FLUM designations within this area: Single Family Residence District

Public Buildings & Grounds

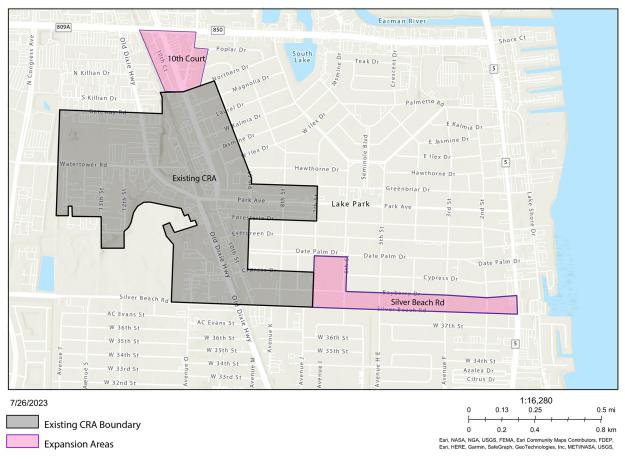
Lake Park Economic Conditions

	Lake Park Study Area	County
Median Household Income	\$31,705	\$65,015
Residents Below the Poverty Line	27.1%	12.2%

Lake Park's general population and in the proposed area is more diverse than Palm Beach County and USA. The median household income in the proposed expansion areas is below the County median income. The percentage of residents below the poverty line is double that of the County. Over a quarter of the expansion area residents are impoverished

Map of Existing Lake Park CRA and Proposed Expansion Areas

Lake Park CRA



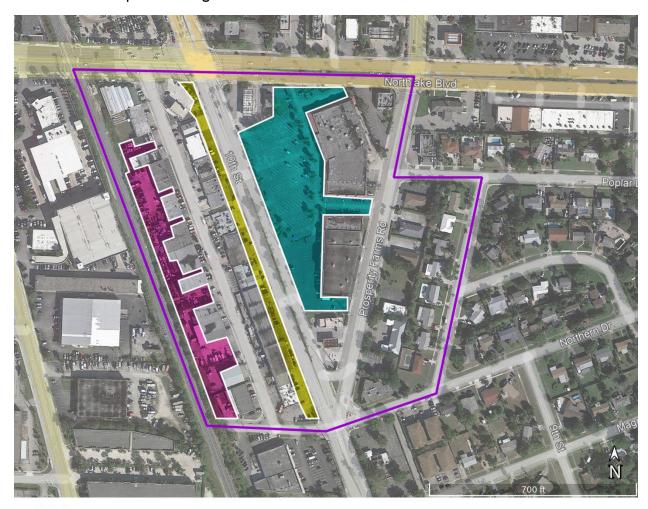
Finding of Necessity

Street Layout, Parking Facilities, and Roadways

Predominance of defective or inadequate street layout, parking facilities, roadways, bridges, or public transportation facilities.

10th Court presents inadequate parking facilities and street layout with large, underutilized parking lots, back in parking into a major thoroughfare, and 5-point intersection. Silver Beach Road presents inadequate parking on swale areas.

10th Court Inadequate Parking Facilities



10th Court Expansion Area (26 Acres)

Inadequate Parking Facilities - Large Underutilized Parking Lot (3.5 Acres or 13.5% of the Study Area)

Inadequate Parking Facilities - Back-In Parking to Major Roadway

Inadequate Parking Facilities - Other Inappropriate Parking Cluttered



Photo: Unsafe Back-In Parking on 10th Street



Photo: Inadequate parking along 10th Street. Obstructing sidewalk walkability.

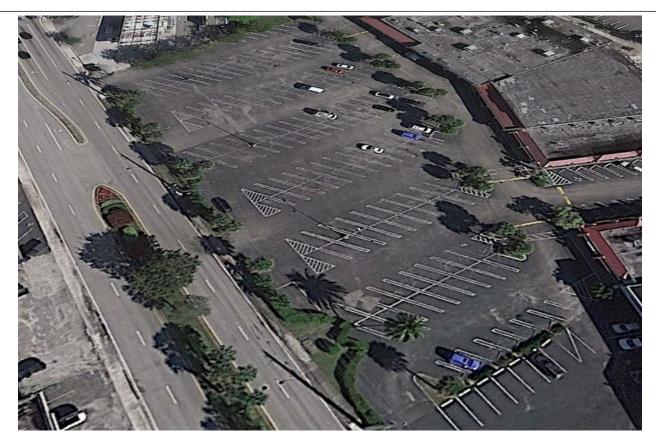


Photo: Underutilized Parking Lot on 10th Street; Flood risk.

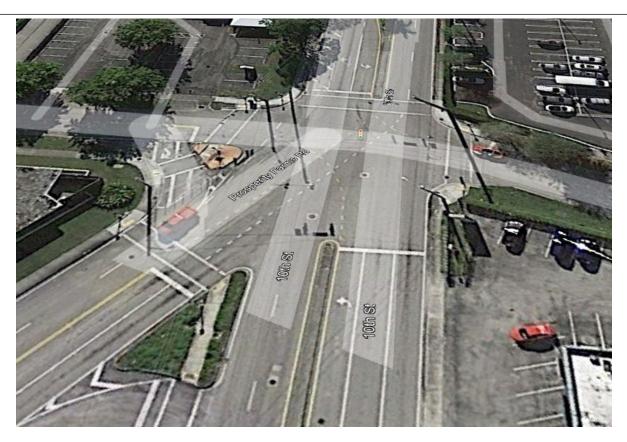


Photo: 5-Point Intersection on 10th Street

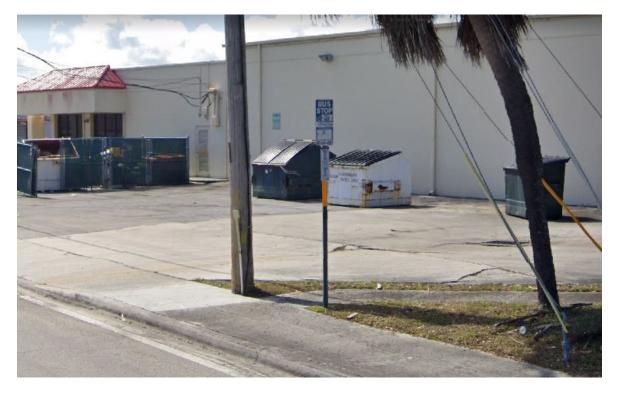


Photo: 10th Court inadequate public transportation facilities



Photo: Silver Beach Rd - inadequate public transportation facilities



Photo: Silver Beach - parking on swale areas



Photo: Silver Beach inadequate public transportation facilities

Faulty Lot Layout

Faulty lot layout in relation to size, adequacy, accessibility, or usefulness.

10th Court suburban shopping plaza shows a faulty layout with a large parking lot in front and large, big box building (mostly vacant) on the rear. Its usefulness is underutilized as a potential mixed-use redevelopment project with sidewalk activity and better parking solutions. This site is a "gateway" site to the community.

10th Court Faulty lot layout in relation to size, adequacy, and usefulness.



10th Court Expansion Area (26 Acres)

Faulty Lot Layout



10th Court Expansion Area (26 Acres)
Untapped Potential



Photo: Underutilized parking facility.



Photo: Underutilized parking facility.

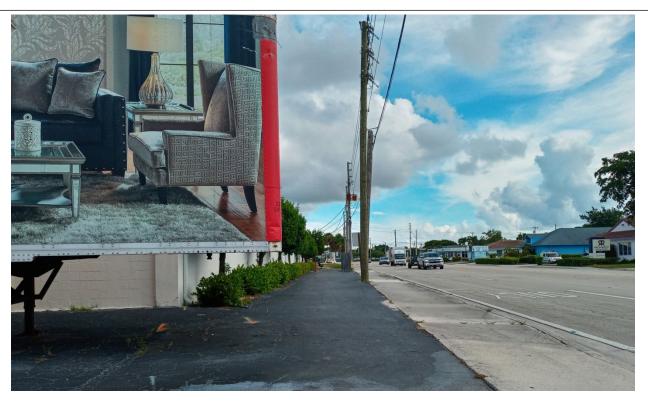


Photo: Faulty lot layout. Blank wall facing main street with no use zone adjacent to sidewalk.



Photo: Faulty lot layout. Missing internal connections.

Unsanitary or Unsafe Conditions

Unsanitary or unsafe conditions.

10th Court has unsanitary and unsafe conditions with trash dumpsters in plain view, not asphalted areas, holes in asphalt, cracked sidewalks, and overhead power lines. Silver Beach Road experiences trash on swale areas, and exposed trash dumpsters, giving the impression of a deteriorating environment.

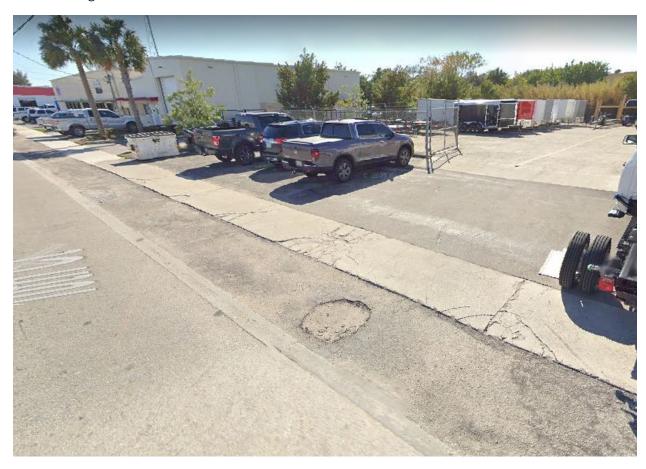


Photo: 10th Court holes in asphalt and cracked sidewalk showed unsafe conditions



Photo: 10th Court cracked sidewalk showed unsafe conditions



Photo: 10th Court electrical lines unsafe conditions



Photo: 10th Court exposed dumpsters unsanitary conditions



Photo: 10th Court exposed dumpsters unsanitary conditions and blank walls facing street.



Photo: Broken glass unsafe conditions.



Photo: 10th Court exposed dumpsters unsanitary conditions



Photo: Dilapidated building structures.

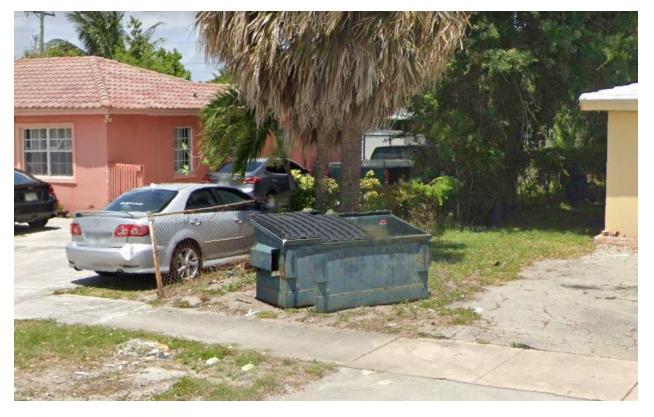


Photo: Silver Beach exposed dumpsters unsanitary conditions



Photo: Silver Beach exposed trash unsanitary conditions



Photo: Silver Beach exposed dumpsters unsanitary conditions

Deterioration of Site or Other Improvements

10th Court shows a large amount of inadequate and outdated buildings.



Photo: 10th Court obsolete and outdated building facade facing Prosperity Farms Road - In addition to inadequate ventilation and light.



Photo: 10th Court deterioration of site improvements



Photo: 10th Court deterioration of site improvements/ outdated building



Photo: Silver Beach outdated residential/ housing building



Photo: Silver Beach deterioration of site improvements



Photo: Silver Beach inadequate and outdated building at Bostrom Park



Photo: Silver Beach inadequate and outdated building at Bostrom Park



Photo: Silver Beach signs of blighted conditions.

Crime and Emergency Calls for Service

Crime and emergency service calls are high in both expansion areas.

Northern Expansion Area

					2023	
Calls for Service Description		2020	2021	2022	ytd	Total
HIT & RUN W/INJURIES						1
HIT AND RUN	4	4		2		16
MOTOR VEH CRASH	13	14	18	13	10	82
MOTOR VEHICLE CRASH UNKNOWN INJURIES	2		1			4
MOTOR VEHICLE CRASH WITH INJURIES		1	1	2		5
MOTOR VEHICLE CRASH - WITH INJURIES						4
Grand Total	19	19	20	17	10	112
All Emergency Service Calls - North	699	875	584	501	264	3,475

Southern Expansion Area

					2023	
Calls for Service Description		2020	2021	2022	ytd	Total
HIT & RUN W/INJURIES					1	1
HIT AND RUN	1	1	2		1	7
HOMICIDE - VEHICLE HOMICIDE						1
MOTOR VEH CRASH	10	2	10	9	5	46
MOTOR VEHICLE CRASH DEPT VEH INVOLVED			1			1
MOTOR VEHICLE CRASH UNKNOWN INJURIES		1	3	2		6
MOTOR VEHICLE CRASH WITH INJURIES	1	1	2	4	2	11
MOTOR VEHICLE CRASH - WITH INJURIES						3
Grand Total	12	5	18	15	9	76
All Emergency Service Calls - South		1,573	1,350	1,146	676	7,064

Property Taxes

Aggregate assessed values of real property in the area for ad valorem tax purposes have failed to show any appreciable increase over the 5 years prior to the finding of such conditions. 10th Court and Silver Beach Road real property shows a stagnant position in regards to any increase on assessed values. It fails to show any appreciable increase compared to other areas.

The current taxable value of the northern expansion area is \$26,117,236, and the southern expansion area has a taxable value of \$19,482,980. The impact from the growth of this area without redevelopment is limited and represents only between \$12,000 to \$14,000 annually in town and county property taxes. Should the CRA attract redevelopment to the key parcel, this can result in additional Tax Increment Revenue of almost \$200,000 annually, which would be realized by the taxing authorities upon the CRA's sunset.

The following projections are based on updated 2023 preliminary taxable values and the proposed millage rates for the taxing jurisdictions. Growth is based on 3% per year.

	Current Contributions		North Ex	pansion	South Expansion		
	City	County	City	County	City	County	
2023	1,162,739	631,382	139,659	117,528	104,183	87,673	
2024	1,197,621	650,323	143,849	121,053	107,309	90,303	
2025	1,233,550	669,833	148,165	124,685	110,528	93,012	
2026	1,270,556	689,928	152,609	128,426	113,844	95,803	
2027	1,308,673	710,626	157,188	132,278	117,259	98,677	
2028	1,347,933	731,945	161,903	136,247	120,777	101,637	
2029	1,388,371	753,903	166,761	140,334	124,400	104,686	
2030	1,430,022	776,520	171,763	144,544	128,132	107,827	
2031	1,472,923	799,816	176,916	148,880	131,976	111,062	
2032	1,517,111	823,810	182,224	153,347	135,935	114,394	
2033	1,562,624	848,525	187,690	157,947	140,013	117,825	
2034	1,609,503	873,980	193,321	162,686	144,214	121,360	
2035	1,657,788	900,200	199,121	167,566	148,540	125,001	
2036	1,707,521	927,206	205,094	172,593	152,996	128,751	
2037	1,758,747	955,022	211,247	177,771	157,586	132,614	
2038	1,811,509	983,673	217,585	183,104	162,314	136,592	
2039	1,865,855	1,013,183	224,112	188,597	167,183	140,690	

Conclusion

Summary of Recommendations

In accordance with Florida Statutes, BusinessFlare® LLC completed a comprehensive analysis of conditions within the Town of Lake Park and determined that the redevelopment of the community proposed expansion areas is necessary to ensure the safety and economic welfare of its residents. The findings are documented throughout this report. The proposed expansion areas for the Lake Park CRA meet and exceed the threshold criteria of "blight".

Next Steps

BusinessFlare® LLC recommends that the Town of Lake Park Commission adopt the *Finding of Necessity* by resolution. The Town must give proper notice for the public hearing and inform all other taxing authorities of their desire to approve the findings 15 days prior to the actual adoption of the report. Next, the Finding of Necessity must be approved by the Palm Beach County Commission. During this process, the Town will complete an amendment to the CRA Master Plan to incorporate the new expansion areas. Once both the Finding of necessity and CRA Plan have been approved and updated, the CRA will include the expansion areas as eligible areas for the Redevelopment Trust Fund for purposes of funding projects within the Town of Lake CRA.

Additional Information

The following systems, reports and data were utilized in the development of this finding of necessity and are available upon request.

ArcGIS Online

ESRI Business Analyst

CoStar

LoopNet

Microsoft Access

Palm Beach Property Appraiser

Building Code Violations (Town of Lake Park)

Code Violations (Town of Lake Park)

Fire/Emergency Service Calls (Town of Lake Park)

Crime Statistics (Town of Lake Park)

RESOLUTION 36-06-22

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF FLORIDA, LAKE PARK, RELATING TO COMMUNITY REDEVELOPMENT; ADOPTING **AMENDED COMMUNITY** REDEVELOPMENT **MASTER PLAN FOR** THE LAKE **PARK** REDEVELOPMENT AREA; **AUTHORIZING** COMMUNITY IMPLEMENTATION OF THE DIRECTING THE TOWN PLAN: MANAGER TO **TRANSMIT** THE **AMENDED COMMUNITY** REDEVELOPMENT PLAN TO PALM BEACH COUNTY.

WHEREAS, the Town Commission adopted Resolution No 14-1996 on April 3, 1996, finding the existence of blight conditions in that area of the Town of Lake Park, known as the Lake Park Community Redevelopment Area, as more particularly described in that resolution, and established the Community Redevelopment Agency (CRA) for that area; and

WHEREAS, by adoption of Resolution 65-1996, the Lake Park Community Redevelopment Area Plan was approved by the Town Commission on November 20, 1996 (the "1996 Plan"); and

WHEREAS, by adoption of Resolution 96-1852 on November 6, 1996, the Palm Beach County Board of County Commissioners delegated the exercise of powers conferred by Chapter 163, Part III, Florida Statutes, "The Community Redevelopment Act of 1969" to the Town; and

WHEREAS, an updated and amended version of the 1996 plan as contemplated by Part III, Chapter 163, Florida Statutes, was prepared which updated the 1996 plan, and was adopted on February 17, 2010 by Resolution 10-02-10 (the "2010 Plan") by the Town Commission; and

WHEREAS, an updated and amended version of the 2010 Plan (the "Plan Update"), has been prepared which updates the 2010 Plan and addresses the redevelopment needs in the Community Redevelopment Area; and

WHEREAS, the Community Redevelopment Agency on May 6, 2022, approved the Plan Update and recommended it to the Town Commission; and

WHEREAS, a copy of the Plan Update was submitted by the Community Redevelopment Agency to the Town Commission, as the governing body of the Town of Lake Park, Florida, and to Palm Beach County, as taxing authorities which levy ad valorem taxes on taxable real property contained within the geographic boundaries of the Community Redevelopment Area; and

WHEREAS, the notices required by Section 163.346, Florida Statutes, have been published and mailed as required therein, and a public hearing regarding the Plan was held by the Town Commission.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSON OF THE TOWN OF LAKE PARK, FLORIDA, as follows:

Section 1. The Town Commission hereby adopts the Plan Update as the amended and updated community redevelopment plan for the Community Redevelopment Area; transmits the Plan Update to the Board of County Commissioners of Palm Beach County, Florida; and authorizes and directs the Community Redevelopment Agency to proceed with the implementation of the Plan Update.

Item 4.

Section 2. The Plan Update, a copy of which is attached hereto and incorporated herein as Exhi "A", is hereby approved and adopted.

Section 3. **Effective Date**. Pursuant to Section 163.36 Florida Statutes, the effective date of the Community Redevelopment Agency Plan shall be the date the Plan is approved by the Board of County Commissioners of Palm Beach County.

The foregoing Resolution was offered by Commission	ner Mid	rawl
who moved its adoption. The motion was seconded by Corr	missioner	- Taylor
and upon being put to a roll call vote, the vote was as follows:		0
	AND	NIANZ
MAYOR MICHAEL O'ROURKE	AYE	NAY
VICE-MAYOR KIMBERLY GLAS-CASTRO		
		3===3
COMMISSIONER JOHN LINDEN		° 7
COMMISSIONER ROGER MICHAUD		6
COMMISSIONER MARY BETH TAYLOR		\$ <u></u>
The Town Commission thereupon declared the foregoing Reso	lution No. <u>36</u>	-06-22
duly passed and adopted thisday of		2022.
TOWN OF	F LAKE PARK,	FLORIDA
	100	
BY:		
	MICHAEL O'R	OURKE
ATTEST:	MAYOR	
Vin Mile		
VIVIAN MENDEZ TOWN CLERK		
Approved as to fo	orm and legal su	fficiency:
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EXHIBIT "A"

CRA Master Plan Update

Lake Park
Community
Redevelopment
Master Plan
2022





This plan was created by

CRA Board:
Michael O'Rourke, Chair
Kimberly Glas-Castro, Vice-Chair
John Linden, Board Member
Roger Michaud, Board Member
Mary Beth Taylor, Board Member
Dr. Henry Stark, Board Member

Executive Director: John O. D'Agostino

Community Development Director: Nadia DiTommaso

Planners: Anders R. Viane Karen J. Golonka

Special thanks; The Lake Park stakeholders and residents who provided their support and contributed to the development of this redevelopment plan. Consultant Team:

BusinessFlare® Kevin Crowder Farrell Tiller Camilo Lopez Alicia Alleyne Charita Allen

Ken Stapleton & Associates Ken Stapleton

The graphics and layout were provided by BusinessFlare® Design



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Redevelopment Support

Public Improvements and Infrastructure Transportation, Transit, and Parking

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Executive Summary

Roadmap to the Lake Park CRA



The creation and adoption of the Community Redevelopment Plan is a critical step to improve the economic conditions and quality of life of its residents, business owners, and stakeholders, as the Plan is a guiding document that provides a toolkit for implementation.

INTRODUCTION

The Lake Park Community Redevelopment Plan will help Town leaders, the business community, non-profit organizations, and residents, ensure that change in Lake Park redevelopment area diversifies the neighborhood's economy, increases employment opportunities, improves the health of residents, improves homeownership and housing conditions, and upgrades the quality of life.

THE REDEVELOPMENT PLAN CONCEPT

The Redevelopment Plan is designed to identify the main strategies, goals, program initiatives, and key catalytic projects recommended to be implemented within the Lake Park Community Redevelopment Area. We must emphasize that the purpose of this area's redevelopment plan is to strengthen the Lake Park community and its residents, add vitality to its commercial corridors, reinvigorate its aging structures, and personify the strong sense of pride in this historic community. The outlined implementation projects and programs are not intended to promote gentrification or wholesale removal of existing elements of the area.

FINANCIAL SUMMARY

It is vital that in implementing projects and programs, the CRA should continue to review the area's conditions, the needs of its residents and property owners regularly to create and establish effective, positive, and cost-efficient projects and programs.

REDEVELOPMENT GOALS

- + Economic Development
- + Housing and Residential Life
- + Public Improvements and Infrastructure
- + Transportation, Transit, and Parking
- + Redevelopment Support

REDEVELOPMENT PROGRAM INITIATIVES & PROJECTS

Railside Site – TOD / P3 / Mixed-Use Development
Old Dixie/FEC Crossover
Industrial Septic to Sewer
Park Avenue and 10th Street
Watertower and Old Dixie Industrial Opportunity Sites
Park Avenue Extension
Downtown Residential
Parking Management
Potential CRA Expansion

HOW TO READ THIS DOCUMENT

Executive Summary

This section provides a summary of the plan concept, financial summary, plan organization, and boundary map.

Authority to Undertake Redevelopment

This section provides a checklist of the Chapter 163 Part III of the Florida Statues with statutory requirements of the Community Redevelopment Act

Background

This section provides a summary of the existing conditions (physical assessment), economic market conditions, and recent public and stakeholder input.

Redevelopment Goals

This section introduces redevelopment goals and provides an assessment of residential neighborhood impact.

Redevelopment Goals

This section itemizes future Lake Park CRA redevelopment initiatives and potential redevelopment projects. This section gives the Agency the legislative authority to carry out programs.

Financial Projections

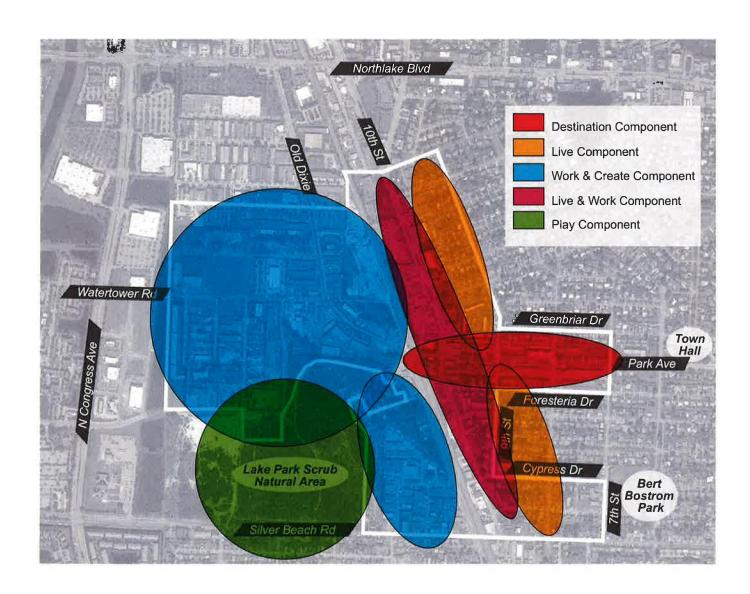
This section contains financial projections, plan cost, and implementation timeline.

CRA BOUNDARY MAP



REDEVELOPMENT CONCEPT DIAGRAM

The redevelopment concept diagram for Lake Park CRA is based off a circular economy model which involves the creation of zones guided by lifestyle components that keep dollars within the community. These components and/or type of places include, live, work, create, and play.



Authority to Undertake Redevelopment

Chapter 163 Checklist

FLORIDA STATUTES

In accordance with 163.362 Florida Statutes, the Community Redevelopment Plan must include the elements described below. The following section includes language from the statute shown in italic type, with a brief response to each element in normal type

 Contain a legal description of the boundaries of the community redevelopment area and the reasons for establishing such boundaries shown in the plan.

A legal description of the boundaries of the Lake Park CRA is included as an exhibit to the Plan.

2) Show by diagram and in general terms: (a) The approximate amount of open space to be provided and the street layout. (b) Limitations on the type, size, height, number, and proposed use of buildings. (c) The approximate number of dwelling units. (d) Such property as is intended for use as public parks, recreation areas, streets, public utilities, and public improvements of any nature.

Maps of the Lake Park CRA and a general description of the existing physical and regulatory conditions are included in the Existing Conditions and Market Assessment. The area within the Lake Park CRA remains subject to the Town's Comprehensive Plan and zoning regulations, which stipulate limits on locations, sizes, height, etc. of dwelling units, streets, and park and recreation areas, among other things.

3) If the redevelopment area contains low or moderate income housing, contain a neighborhood impact element which describes in detail the impact of the redevelopment upon the residents of the redevelopment area and the surrounding areas in terms of relocation, traffic circulation, environmental quality, availability of community facilities and services, effect on school population, and other matters affecting the physical and social quality of the neighborhood. 4) Identify specifically any publicly funded capital projects to be undertaken within the community redevelopment area.

The Project section includes recommended capital projects for collaboration. The Financial Projections section includes revenue and expense projections. Specific public capital projects are identified in these projections. Publicly funded projects will be evaluated on an ongoing basis.

5) Contain adequate safeguards that the work of redevelopment will be carried out pursuant to the plan. Specific programs and expenditures must be enumerated in the Plan in order for the CRA to have the authority to undertake them. CRA activities are overseen by a Board of Commissioners that meets periodically in public session to review and monitor all CRA activities.

Refer to Redevelopment Initiatives and Financial Projections for a description of both general and specific programs.

6) Provide for the retention of controls and the establishment of any restrictions or covenants running with land sold or leased for private use for such periods of time and under such conditions as the governing body deems necessary to effectuate the purposes of this part.

Regulatory and zoning authority within the CRA is governed by the Town. Any recommendations regarding regulatory amendments and design guidelines to assist with redevelopment efforts must be implemented by Town Staff and Commission

7) Provide assurances that there will be replacement housing for the relocation of persons temporarily or permanently displaced from housing facilities within the community redevelopment area.

The Redevelopment Goals and Neighborhood Impact section includes a discussion of neighborhood impacts of redevelopment and includes a recommendation that the CRA adopt a relocation policy to provide adequate protections and assistance for any persons displaced by redevelopment activities.

8) Provide an element of residential use in the redevelopment area if such use exists in the area prior to the adoption of the plan or if the plan is intended to remedy a shortage of housing affordable to residents of low or moderate income, including the elderly, or if the plan is not intended to remedy such shortage, the reasons therefore.

The Introduction section; Economic Conditions; and the Redevelopment Goals, Initiatives and Neighborhood Impact sections highlight residential redevelopment.

9) Contain a statement of the projected costs of the redevelopment, including the amount to be expended on publicly funded capital projects in the community redevelopment area and any indebtedness of the community redevelopment agency, the county, or the municipality proposed to be incurred for such redevelopment if such indebtedness is to be repaid with increment revenues.

Financial projections are provided in the Financial Projections section. These financial projections will be reviewed and updated at least annually so that the CRA is always able to look ahead and plan for adequate financial resources to undertake its activities.

10) Provide a time certain for completing all redevelopment financed by increment revenues. Such time certain shall occur no later than 30 years after the fiscal year in which the plan is approved, adopted, or amended pursuant to s. 163.361(1). However, for any agency created after July 1, 2002, the time certain for completing all redevelopment financed by increment revenues must occur within 40 years after the fiscal year in which the plan is approved or adopted.

This Plan for the Lake Park CRA provides for completion of redevelopment activities within the proposed sunset date.

Background

One of Florida's first master-planned communities.



Lake Park, formerly Kelsey City, was one of Florida's first master-planned communities. The Town was founded by Harry Kelsey who dreamed of creating a resort mecca and winter playground. Kelsey sought help from the Olmstead Brothers, sons of Frederick Law Olmstead, to design the Town.

In the early 1900s, Kelsey City attracted nationwide attention as a revolutionary town experiencing exceptional growth, and in 1923 the Town was officially incorporated.

The Florida land boom started to slow in 1925, and a devastating hurricane in 1928 coupled with the stock market crash in 1929 devastated the local economy, forcing many businesses and residents to leave the state. In 1939, Kelsey City was renamed Lake Park in an effort to revitalize the community.

Lake Park experienced a resurgence in the 1950s as after World War 2 many military personnel and their families began to locate to the Town. Multi-millionaire John D. MacArthur began investing large sums of money in Lake Park and aircraft manufacturer Pratt & Whitney opened a plant nearby.

The 1980s brought another period of decline to Lake Park. Most of the land had been built out with an aging housing stock. The Town had a tough time remaining competitive with the newer communities in the region, and the introduction of regional shopping centers hurt the Town's Downtown. In 1996, the Town created the Community Redevelopment Agency to address the area's blight and to revitalize the Town's core along Park Avenue, 10th Street, and Old Dixie Highway.

The 2010 CRA Plan update came on the heels of the Great Recession, which greatly impacted the Town of Lake Park. Despite the recession's challenges, much progress has been made, particularly along Park Avenue. The re-emergence of Kelsey Theater along with new destination breweries and restaurants are paving the way for Lake Park to evolve as one of South Florida's next hip destinations. One of the keys to this revitalization is that much of the original Kelsey City character has been preserved, adding to Lake Park's charm and authenticity.



EXISTING CONDITIONS

This entire length of the study area may be characterized simply as typical suburban industrial and commercial development, apart from Park Avenue which has the potential of becoming a lively pedestrian-oriented traditional "main street" environment.

Many structures are older, and some parcels are underutilized and lack adequate landscaping. The typical configuration of these parcels void the potential walkability of the place by having the building setback and large parking lots in the front adjacent to the public right-of-way/ sidewalk.

PARK AVENUE

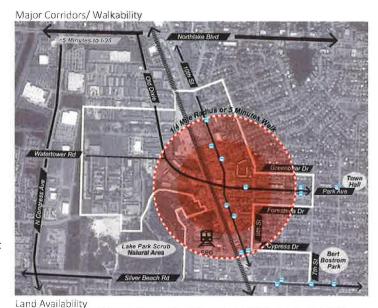
Park Avenue runs east-west between the FEC train track and 7th Street is considered the downtown main street. This street is lined with a beautiful promenade of native landscape and palm trees making it a real appeal to the pedestrian. However, most of the commercial establishments are old and, in many instances, has unattractive signage. Better regulation of signage is important to enhance and preserve an identity that will differentiate your town from others. In addition to wayfinding and street furnishing that will tie the whole identity.

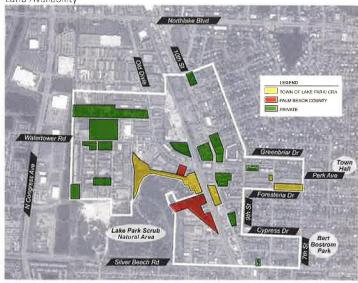
10TH STREET CORRIDOR

10th Street runs north-south between Northlake Boulevard and Silver Beach Road is a typical suburban commercial development characterized by shopping plazas. This street is wide with 4-travel lanes two in each direction, narrow sidewalk space, buildings are pushed back with parking lots in the front, and lack of street trees making it not pedestrian friendly.

OLD DIXIE HIGHWAY

Old Dixie Highway runs north-south between the Northlake Boulevard and Silver Beach Road and is considered an industrial and commercial cluster within Lake Park. This area is the typical warehouse-like development with large one- or two-story bays and parking lots. This area is home to a large cement plant, auto related businesses, junkyard, boat repair shops, air conditioner contractors, antique furniture store, grill store, auto repair shops, lawn irrigation equipment supplier, distributions centers, wine wholesaler, and garage door supplier among many more similar uses.







ECONOMIC CONDITIONS

The Economic Conditions Assessment evaluates economic, financial and market conditions that influence the Lake Park CRA. The information presented has been analyzed to best understand investment and redevelopment potential. An important element of the data collection and background review process are interviews with key stakeholders such as CRA board members and staff, local residents, businesses, real estate professionals. A full market analysis with data and figures will be included as an appendix to this report.

This analysis is structured in line with the six drivers of economic development:

LAND

As strong market conditions continue to drive South Florida land prices higher, Lake Park remains attainable as one of the best residential real estate values in South Florida. Walkability and small town scale are increasingly unique and desirable in the growing South Florida metropolis and are key quality of life drivers for attracting investment. Strong redevelopment momentum is already occurring in the Downtown and Industrial areas.

Retail space is generally leased up (except for One Park Place) which limits the ability to attract new businesses. This is partially due to the fact that a number of the ground floor retail spaces within the Town are occupied by office or other non-retail uses. Additionally, landscaping and parking lots in front of buildings limit visibility for businesses that already lack exposure, since Park Avenue is not a main thoroughfare.

Current market conditions are rapidly raising real estate values and construction costs in South Florida. As these costs are passed on to the property owners, higher building height and density as well as workforce housing initiatives may be necessary to maintain affordability and should be considered within the Town's character.

Industrial real estate in Lake Park and the CRA is highly desirable, evidenced by recent transactions and developments. While the office market in Lake Park is limited, Palm Beach County is experiencing a surge and there may be an opportunity to introduce a limited, boutique office market in Lake Park for entrepreneurs and remote workers that desire part time, shared office space.

The walkable main street character of Park Avenue makes Lake Park attractive to companies such as Dedicated IT, that feature a mainly millennial workforce to whom an area's character is important.

Though not located in the CRA, New developments along the US1 corridor, such as Nautilus 220 and Northlake Promenade Apartments will support long-term CRA objectives. Additionally, the Town of Lake Park and the Lake Park CRA currently own key properties in the CRA that could be leveraged as part of large, public/private partnership redevelopment scenarios.

LABOR

Lake Park and the Lake Park CRA are strong employment centers. Proximity to Palm Beach International Airport, Interstate 95, the Florida Turnpike, Tri-Rail, Brightline, and the Port of Palm Beach is an asset in terms of business and workforce attraction, retention, and expansion. The COVID-19-Pandemic has caused a decline in employment in the Retail, Food, Beverage, and Other Service sectors while office-related industries such as Finance and Insurance, Professional, Scientific and Technical Services, and Healthcare have grown within the 33403 zip code.

Lake Park's unemployment rate amongst residents ages 16-24 and 65+ is significantly higher than the Palm Beach County averages. This is concerning as research shows that workers who are unemployed as young adults generally earn lower wages for many years following their period of unemployment due to forgone work experience and missed opportunities to develop skills.

Over 96% of Lake Park's residents leave the town to commute to work. Retaining more of the resident workforce in local jobs will be an important metric as Lake Park establishes itself as a live/work/play community.

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CAPITAL

The Lake Park CRA has historically received limited tax increment financing (TIF) funds. The current CRA budget has allowed the CRA to remain successful but has limited opportunities for game-changing projects. However, recent projects and property value growth should provide a boost in revenues to the CRA in coming years, which should be carefully allocated to drive tax base growth. Expenditures should also be evaluated on an annual basis according to the year's workplan to ensure that the CRA's resources match expectations and initiatives.

Lake Park CRA's incentive scheme can seem ambiguous and confusing; a more particular and adaptable incentive program tailored to market conditions will increase the area's redevelopment potential. There will be a boost to the CRA and town's ability to implement economic development initiatives with new federal funding options like the CARES Act and the American Recovery and Reinvestment Act.

Lake Park has a diverse and eclectic business mix; however many businesses brand themselves as West Palm Beach rather than as Lake Park. Much of the current infrastructure in Lake Park is approaching 100 years of age and in need of repair. The CRA is currently preparing to implement a septic to sewer conversion in the industrial area West of Old Dixie Highway. Since Lake Park is a smaller, built-out community, little opportunities exist for tax-base enhancing projects without creating incentives such as TIF rebates, density and height increases, infrastructure improvements, and other initiatives that improve market conditions.

MARKETS

Lake Park's population has remained low as the town is largely built-out with limited opportunities for new residential development. Lake Park is a young community, the median age (37.9 years) is significantly lower than the County (45.9). Limited population (1,230) live within the CRA, representing a limited customer market businesses can tap into.

Though not in the CRA, the redevelopment of Nautilus 220, Northlake Promenade Commons, and additional mixed-use redevelopment along US1 will introduce an influx of new residents to the area. Lake Park also has a significant Caribbean population, particularly Haitian, Jamaican and West Indian. Consumer household spending levels are lower in Lake Park compared to Palm Beach County as a whole, representing less buying power that businesses can tap into. Despite this, the large concentration of big-box retailers on the west side of town has positioned Lake Park to attract significant levels of customer traffic from outside the town, although this spending does not make its way into Downtown businesses in a meaningful way. Median income levels in Lake Park are also lower compared to Palm Beach Countywide, though Lake Park's median income levels have increased dramatically since 2015.

There is only one traditional main-street area in northern Palm Beach County, and that is Park Avenue. The district has great potential, but still experiences many challenges such as limited vehicle traffic, inadequate lighting, blighted entrance ways along 10th Street and Dixie Highway, and negative safety perceptions. As Downtown grows more vibrant, so does the opportunity to introduce micro-mobility options such as bike and scooter sharing and improvements to the public realm and visitor experience.

QUALITY OF LIFE

The COVID-19 Pandemic has strengthened humans' desires to enjoy the outdoors and is increasingly becoming an important factor in choosing where to live, work, and open a business. Parks, recreation, and open spaces have been an important piece of Lake Park's brand and history. The Lake Park CRA is bookended by Kelsey Park to the East and the Lake Park Scrub area to the West, located just outside of the CRA. Additional open spaces in the CRA include the Town Green just West of One Park Place, as well as 610 7th Street, a property that is currently being contemplated as a pocket park/dog park. While Lake Park is home to wonderful park spaces, Park Avenue lacks a true central gathering place, which is typically a key attribute in high-functioning downtown areas.

As open space improvements are made, connectivity between open spaces, businesses and residents should become a focal point. The Town of Lake Park has created preliminary plans for the creation of "Lake Park Legacy Loop" bike trail connecting recreation areas and points of interest in Lake Park.

While not in the CRA, the Lake Park Marina is a major asset, home to notable businesses such as fishing, diving, and boat cruise charters that draw outside customers to Lake Park. The development of Nautilus 220 will ultimately grow more awareness and contribute to the attractiveness of Lake Park Marina. The Town and CRA should explore ways to connect the Lake Park Marina with its Downtown through wayfinding and business promotion.

Kelsey Park is a gem for Lake Park residents and visitors, the Park is currently undergoing major renovations. The Lake Park Scrub Area is an additional recreational asset, but parking and access are difficult. If the park could be curated with walking trails and activities, it would become a major asset to the Downtown while improving walkability in Lake Park.

Wayfinding signage to and from Downtown Lake Park is limited and difficult for motorists to recognize. Currently, the only wayfinding signs to Downtown Lake Park are located Northbound on Federal Highway near Kelsey Park and Northbound Old Dixie Highway near Park Avenue. There is no wayfinding signage on Northlake Boulevard or Congress Avenue (heavily traveled corridors). The Clock Tower is an attractive and inviting Gateway feature, similar landmarks are needed at US1 and Park Avenue as well as Dixie Highway and Park Avenue to enhance aesthetics of the area and draw more customers from busy roadways into Downtown. Additionally, public art features such as murals, sculptures, street paintings etc., can improve wayfinding and overall awareness of an area by creating noticeable landmarks that residents and guests can connect and share their experiences via social media.

The Lake Park CRA currently has a mural program for property owners who wish to participate, but no incentives are available.

The Pandemic has intensified the need for quality schools and childcare in communities. Lake Park Elementary and Lake Park Baptist are highly regarded schools. While there are no hotels in Lake Park, a cottage Bed and Breakfast industry is currently growing. Historic Old-Florida homes and a blossoming arts district, coupled with the proximity to waterfront, beaches, and countless other amenities make Lake Park attractive to tourists.

REGULATIONS

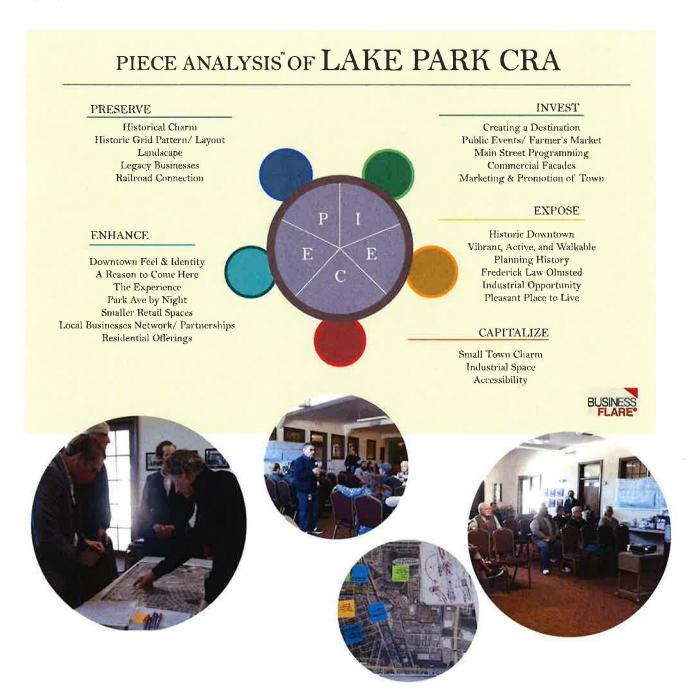
To understand the regulatory challenges facing the Lake Park CRA, the following documents/plans have been reviewed: 2010 CRA Master Plan, 2009 University of Miami Design Approach Manual, CRA Annual Reports, CRA Marketing Plan 2019, Twin City Mall Market Analysis, Lake Park Comprehensive Plan, and the Palm Beach County Chamber North Strategic Plan.

Lake Park has what many cities in Florida lack, an authentic Main Street/downtown. Preservation of Lake Park's old town charm is key to maintaining its uniqueness and enhancing its identity. While Park Avenue has the structure to become a vibrant district, physical layout challenges exist, such parking lots and building setbacks along Park Avenue that are more suburban in nature. The combined streetscape and landscape along Park Avenue is a positive attribute. but needs to be extended down 10th Street in a cohesive manner. Additional efforts must be made to improve gateways along 10th Avenue and Dixie Highway, as well as connectivity across Dixie Highway. The Park Avenue Downtown District zoning designation provides a solid framework for redevelopment, though changes in height and density as well as incentives for mixed-use development could facilitate game-changing projects that are market responsive.

SUMMARY OF PUBLIC INPUT

As part of the public engagement process the BusinessFlare® team conducted multiple site tours, visited local businesses, interviewed business owners and stakeholder, met with elected officials and town staff, interviewed the police chief, and facilitated a well attended public workhop meeting on January 29, 2022 at the Town Hall Commission Chambers.

The following diagram highlights the main themes identified by stakeholders during the PIECE analysis of the public input process.



Lake Park Redevelopment Goals!

#1

Economic Development

- 1.A Establish one clear identity in which visitors and businesses connect with.
- 1.B Retain and expand targeted anchor industries.
- 1.C Work with and support not-for-profit organizations to implement strategies that support CRA Plan goals.
- 1.D Utilize Code Enforcement and Community Policing to reduce signs of disorder and continue to address real and perceived safety issues within the CRA.
- 1.E Continue supporting small businesses and establish Lake Park as a hub for entrepreneurship
- 1.F Expand marketing and promotion efforts to grow awareness of Lake Park.

#7

Housing and Residential Life

2.A - Establish a healthy and sustainable housing mix2.B - Improve the quality of life within the Lake Park CRA.

#3

Public Improvements and Infrastructure

- 3.A Enhance CRA visibility through gateways and wayfinding
- 3.B Improve walkability and safety perceptions through targeted lighting enhancements.
 3.C Improve aesthetics throughout the CRA.
- 3.D Improve infrastructure for commercial and industrial areas.
 3.E Enhance the relationship between the businesses along Park Avenue and the roadway through creative partnerships to address parking lot aesthetics.

#4

Transportation, Transit, and Parking

- 4.A Encourage safe, convenient, efficient, and effective motorized and alternative-means transportation and transit systems
 4.B As the Lake Park Creator's District continues to grow, seek opportunities to expand transit options.
- 4.C Create safe, efficient, and attractive parking to support retail, restaurant, cultural, office, and light industrial facilities within the redevelopment area.

#5

Redevelopment Support

- 5.A Encourage and support sound, redevelopment-friendly, Land Use Regulations.
 5.B Use Powers of Borrowing, Land Acquisition & Disposition to further CRA goals and initiatives
- 5.C Provide Economic Incentives and other support to projects that further CRA Redevelopment Goals and Initiatives
- 5.D Provide sufficient CRA resources and talent



Redevelopment Program Initiatives

ECONOMIC DEVELOPMENT PROJECTS

GOAL #1 - Economic Development 1.A - Establish one clear identity in which visitors and businesses connect with.	1.E - Continue supporting small businesses and establish Lake Park as a hub for entrepreneurship
1. Lake Park Creators District- Establish the Lake Park CRA as the "Lake Park Creators District," a place that celebrates entrepreneurs and	1. Establish business assistance programs such as small business lending, shared marketing, entrepreneurship training, trade expansion programs, data and research sharing.
creators. Targeted to millennials, start-up businesses, non-profits, and those seeking satellite office space. 2. Create a thriving Main Street through public private partnerships to encourage a quality	 Establish an Ombudsman to act as a liaison between the CRA and business community, understanding opportunities, challenges and how to best position the CRA for positive growth.
retail, restaurant, cultural, and business environment serving Homestead residents and visitors.	 Create aesthetic improvement grants such as paint, plant and pave program to eliminate blight.
 Create photo worthy places where millenni als and other generations can share their experiences in Lake Park via social media. 	4. Create Job training and apprenticeship programs, particularly for targeted industries5. Provide more downtown parking, in a way
4. Use Hanging Lights to reduce dark spaces and enhance vibrancy 1.B - Retain and expand targeted anchor industries.	that strategically enhances the brand image of Downtown Lake Park. Providing for increased walkability, businesses visibility, and safety.
1. Work with the Business Development Board, Palm Beach County, and the Palm Beach County North Chamber of Commerce to retain	6. Authorize programs to recruit a mix of supportive businesses that aligns with the plan's goals.
and expand targeted, anchor industries: Creators	1.F - Expand marketing and promotion efforts to grow awareness of Lake Park.
Craft Breweries Locally owned restaurants Fitness Marine	1. Incorporate the arts and culture as a critical part of economic development. Celebrate Lake Park/Kelsey City's rich history.
Entrepreneurial endeavors 1.C - Work with and support not-for-profit organizations to implement strategies that support CRA Plan goals.	 Incorporate public art wherever possible, such as new development/redevelopment projects and public spaces.
Continue supporting non-profits	3. Prioritize public art that pays homage to Lake Park's founding fathers and early settlers, while also tying in the future of the Town as a
1.D - Utilize Code Enforcement and Community Policing to reduce signs of disorder and continue to address real and perceived safety issues within the CRA.	vibrant, creative, mixed-use district 4. Establish a more business-friendly mural program. Create a goal to improve three properties annually through mural or façade
Continue supporting code enforcement and police	improvements. Consider providing matching grants or other incentives for mural creation.

	5. Partner with a local property owner and local artist to create a "Lake Park" Centennial mural,		6. Incentivize projects with Increment Revenue, if necessary, when appropriate and possible.
	which celebrates 100 years of Lake Park. (*Examples- Vero Beach, Titusville)		7. Target infill residential and mixed-use development in the CRA, especially in the
	6. Use CRA owned property along 10th Street		Southwest Area.
	and FEC railway to leverage a larger redevelopment scenario. Consider issuing an		8. Acquire problem properties, rehabilitate and resell to homebuyers or to builders.
	RFP that prioritizes projects that include an		9. Support neighborhood improvement
	assemblage of properties that furthers the	-	initiatives to improve aesthetics and reduce
	goals of the LPCRA.7. Create signature events that encourage		slum and blight conditions in residential neighborhoods.
LI	residents and visitors shop, live, work, and play		10. Create a Multifamily Workforce Housing
	in Lake Park.		Development Program.
L	8. Create a Taste of Lake Park event that samples the unique eateries and drinking		11. Utilize CRA powers to acquire and dispose of property, borrow funds, and support
	places.		redevelopment-friendly land development
	9. Create a Military Appreciation that connects		regulations to expand the inventory of
	with the U.S. Army reserve base in Lake Park. 10. Create a Lake Park Centennial Celebration		workforce housing. 12. Create a process for for-profit property
	that celebrates 100 years in Lake Park.		owners to apply and receive affordable
	Provide funding and support for programs and	-	housing incentives in the form of TIF rebates.
	activities that further the marketing and branding of Lake Park and the CRA.		13. Establish Rental to Homeowner program partnership with the Palm Beach
	brananig of Lake Farkana the Civi.		County to implement existing Rental to
HOUSIN	IG AND RESIDENTIAL LIFE PROJECTS		Homeownership programs.
CONT	2 Hanning and Desidential Life	2.B - Im	prove the quality of life within the Lake Park
	2 - Housing and Residential Life tablish a healthy and sustainable housing mix.	CRA.	
			Establish alleyways as linear parks to improve
	Multifamily rehab- Implement funding A regreen for rehabilitation and heavification A regreen for rehabilitation and heavification Output Description Output Descripti		aesthetics and connectivity.
	programs for rehabilitation and beautification of multifamily buildings.		2. Open Space- Create and support Open Space
	2. Single family rehab- Implement funding		and Community Enhancement Projects, including neighborhood improvements and
	programs for rehabilitation and beautification		park improvements in the residential areas of
	of single family buildings. 3. Encourage the private sector to create	1	the CRA.
	Mixed-Use, Affordable, Workforce, Market		3. Establish a community center in the CRA or
	Rate, Luxury, and Mixed-Income Housing		CRA expansion area. 4. Introduce Smart Cities Initiatives and
	within the CRA. 4. Explore opportunities for to introduce		technology to support better planning, decision
	residential spaces with smaller footprints to		making, and efficiency, such as:
	introduce more density and improve housing		Smart government Mobility/Wifi
	attainability. 5. Amend zoning to allow densities to align with		Smart buildings
	infill housing models such as the "Missing		Smart transportation
	<u> </u>		

PUBLIC IMPROVEMENTS AND INFRASTRUCTURE PROJECTS

GOAL #3 - Public Improvements and Infrastructure 3.A - Enhance CRA visibility through gateways and wayfinding.	3.E - Enhance the relationship between the businesses along Park Avenue and the roadway through creative partnerships to address parking lot aesthetics.
 Enhance CRA gateways to create an appealing and inviting environment. Consider adding public art, recreating the famous Kelsey City archway, or other enhancements that pay tribute to Lake Parkrich history. 	of the Lake Park Creators District.
3. Provide funding and support for gateway wayfinding signage to improve visibility for the support for gateway.	
Lake Park Creators District. Connect points of interest that are outside of the CRA boundars such as the Lake Park marina and Nautilus 2 Congress and Northlake shopping areas	ries, 4.A - Encourage safe, convenient, efficient, and
3.B - Improve walkability and safety perceptions through targeted lighting enhancements.	1. Alley connections- Enhance alleyways North and South of Park Avenue to improve Pedestri
 Provide lighting enhancements to dark an particularly Park Avenue and 10th Street. Consider adding hanging lights along Park Avenue and in parking lots. 	2. Lake Park Legacy Loop- Continue to pursue the creation of the Lake Park Legacy Loop, a pedestrian/bike route that connects points of
3.C - Improve aesthetics throughout the CRA.	interest in Lake Park. 3. Park Avenue Extension- Extend Park Avenue West bound at Dixie Highway to connect with
 Consider providing incentive for business to stay open later, or at least keep lights on reduce dark spaces. Provide funding and support for 	Park Avenue West. 4. Encourage awnings and canopies over public sidewalks to provide shade and rain protection
improvement to signage, sidewalks, and sw areas within the CRA, especially along 10th	for pedestrians. 5. Create a bicycle master plan within the CRA that provides connectivity to nearby areas and
Street. 3. Require street furniture, such as trash an recycle receptacles, bike racks, and benche commercial areas.	
4. Create a street trees program to provide adequate tree canopy throughout the CRA, between Park Avenue and the adjoining are	grow, seek opportunities to expand transit options.
3.D - Improve infrastructure for commercial and ndustrial areas.	Micro Mobility- Explore opportunities to establish Lake Park as a model for sustainability and connectivity by introducing micro-mobility
1. Septic to Sewer- Continue with implementation of septic to sewer conversi program. Leverage recently awarded grant funds to improve infrastructure to facilitate redevelopment in the CRA.	2. Last mile solutions – Explore the potential for

5.B - Use Powers of Borrowing, Land Acquisition & Disposition to further CRA goals and initiatives.
1. Utilize CRA owned property at 800 Park Avenue in a way that creates a high return on investment and improves Lake Park's brand image. 2. Consider issuing an RFP to seek operators that are creative in nature, fit within Lake Park's targeted industries, and further the goals of the Lake Park CRA. 3. Consider providing incentives such as reduced rent, marketing, etc. 4. Explore options for the redevelopment of the car park site located at 1306 Silver Beach Road. 5. Consider redevelopment options for the current Lake Park Public Works Site. As Park Avenue is eventually extended West to Park Avenue West, the gateway to Downtown Lake Park at Park Avenue and Old Dixie Highway can be completely reimagined to create a vibrant and attractive entryway. 5.C - Provide Economic Incentives and other support to projects that further CRA Redevelopment Goals and
Initiatives. 1. TIF incentives for residential development 2. Debt capacity
5.D - Provide sufficient CRA resources and talent for plan implementation.
 Introduce smart data programs such as; A real estate inventory that prioritizes key redevelopment sites and tracks metrics such as vacancy, capitalization rates, rents, etc. Smart Data for investors and business recruitment, utilizing the baseline data provided in the market analysis done for this
plan and update annually. 3. Hire a redevelopment professional within the next 1-2 years. Duties should include CRA ombudsman, business development, maintain smart databases, CRA administration, redevelopment marketing. 4. Provide funding and support for programs

POTENTIAL REDEVELOPMENT CATALYST PROJECTS

Implement Potential Redevelopment Catalyst Projects

6.A - Railside Site - TOD / P3 / Mixed-Use Development

The preferred redevelopment program for this site includes a transit station (future train stop), parking, ocket park/ plaza, ground floor commercial, and multi-family residential units. Position the site for redevelopment, and conduct any necessary environmental, survey, and any other pre-development assessment to have a development-ready site. Pursue redevelopment of the property by leveraging Town ownership with private investment.

6.B - Old Dixie/FEC Crossover

Encourage crossing improvements for pedestrians and bicyclists. This may include wider sidewalks, buffers, bike lanes, signage, and markings. Work with the City on opportunities to install a gateway monument, and to enhance design guidelines for development projects at this important gateway and crossroads.

6.C - Industrial Septic to Sewer

Provide support as is feasible to transition industrial areas from Septic to Sewer conversion as a catalyst for job growth, investment and new development.

6.D - Park Avenue and 10th Street

Encourage walkability and safety improvements for pedestrians and bicyclists. The CRA should seek ways to promote and assist in the redevelopment of the SE corner property as a gateway development and mixed-use catalyst project.

6.E - Watertower and Old Dixie Industrial Opportunity Sites

Work with the property owners and prospective users to align any potential development project(s) with Lake Park CRA vision for this area.

6.F - Park Avenue Extension

Conduct a feasibility analysis for the potential extension of Park Avenue connecting Downtown Lake Park (FEC crossover) to Congress Avenue and begin the planning and construction process if feasible.

6.G - Downtown Residential

Promote and facilitate the development of One Park Place Phase II (a mixed-use development).

6.H - Parking Management

Facilitate and encourage aesthetic improvements to public and private parking facilities and lots through parking management efforts to satisfy parking needs while improving sense of place.

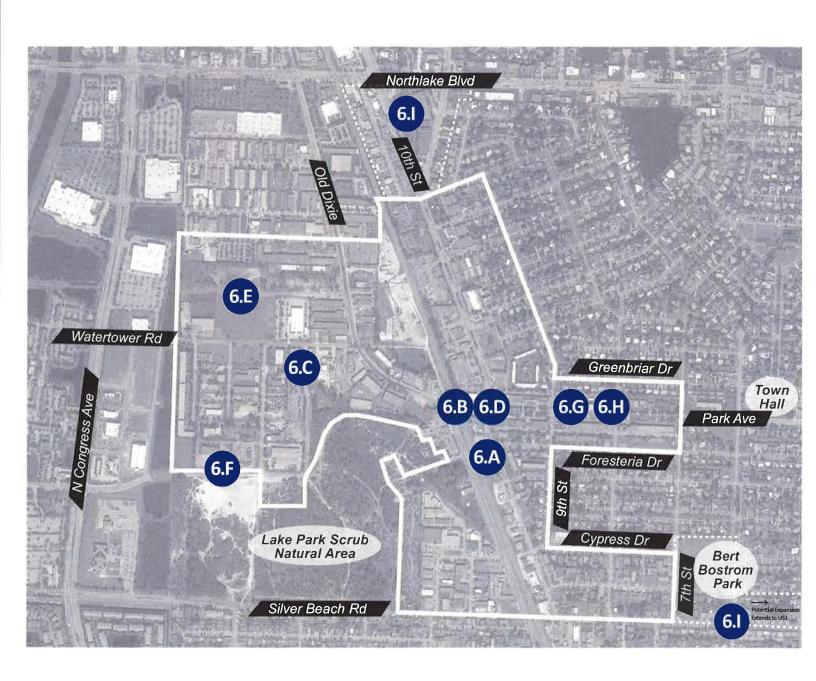
6.1 - Potential CRA Expansion

Evaluate and explore potential limited expansion of the CRA to connect to the 10th Street gateway and adaptive reuse opportunity at Northlake Boulevard and to retain workforce housing and improve the conditions of the residential community along the north side of Silver Beach Road.

POTENTIAL REDEVELOPMENT CATALYST PROJECTS MAP

Implement Potential Redevelopment Catalyst Projects

- 6.A Railside Site TOD / P3 / Mixed-Use Development
- 6.B Old Dixie/FEC Crossover
- 6.C Industrial Septic to Sewer
- 6.D Park Avenue and 10th Street
- 6.E Watertower and Old Dixie Industrial Opportunity Sites
- 6.F Park Avenue Extension
- 6.G Downtown Residential
- 6.H Parking Management
- 6.1 Potential CRA Expansion



Financial Projections

Year	County Contribution (\$)	Town Contribution (\$)	Total (\$)
2022	521,178	959,790	1,482,990
2023	536,813	988,584	1,527,420
2024	552,918	1,018,241	1,573,183
2025	569,505	1,048,788	1,620,319
2026	586,590	1,080,252	1,668,869
2027	604,188	1,112,660	1,718,875
2028	622,314	1,146,039	1,770,381
2029	640,983	1,180,421	1,823,433
2030	660,213	1,215,833	1,878,076
2031	680,019	1,252,308	1,934,358
2032	700,420	1,289,878	1,992,329
2033	721,432	1,328,574	2,052,039
2034	743,075	1,368,431	2,113,540
2035	765,367	1,409,484	2,176,886
2036	788,328	1,451,768	2,242,133
2037	811,978	1,495,322	2,309,337
2038	836,338	1,540,181	2,378,557
2039	861,428	1,586,387	2,449,853

Current TIF allocation

2022	(\$)
Projected Revenue	1,510,968
Sheriff	133,680
Operating	261,389
Capital Outlay	252,343
Grants	135,000
Transfers and Cost Allocation	748,556
Total Expense	1,530,968

Redevelopment Implementation Cost Example

	2023-2027	2023	2024	2025	2026	2027
	(\$)					
Revenue Forecast	8,262,592	1,556,297	1,602,986	1,651,076	1,700,608	1,751,626
Economic Development						
Identity, Marketing, Branding	275,000	50,000	75,000	75,000	50,000	25,000
Business Grants and Support	500,000	100,000	100,000	100,000	100,000	100,000
Capital Projects						
Gateways	250,000	3.	250,000	ā		27
Lighting (String)	20,000	10,000	2,500	2,500	2,500	2,500
Streetscapes	1,000,000	100,000	150,000	500,000	250,000	8
Infrastructure- Septic to Sewer	1,000,000	500,000	250,000	250,000	-	-
Housing & Residential						
Rehabilitation	500,000	100,000	100,000	100,000	100,000	100,000
Development Incentives		-5.1				
Green Space	200,000	50,000	50,000	50,000	25,000	25,000
Clean and safe	500,000	100,000	100,000	100,000	100,000	100,000
Transportation & Parking						
Park Avenue Extension	1,500,000	46,297	50,486	123,576	723,108	556,533
Parking Management	400,000	150,000	100,000	50,000	50,000	50,000
Redevelopment Support						
LDR Enhancements	125,000	50,000	75,000	-		+
Land Acquisition	500,000	(8),	- 8	-	3	500,000
Staffing and Administration	1,492,592	300,000	300,000	300,000	300,000	292,592
Expense Projection	8,262,592	1,556,297	1,602,986	1,651,076	1,700,608	1,751,625



Plaza 98 Tactical Urbanism

Destinations & Activations

The Village of Miami Shores, originally a Pineapple Plantation, is predominantly a residential community located north of the City of Miami. Created more than 85 years ago, the community was designed for automobiles and has been a gateway community through which travelers pass on the way to somewhere else. As a result, historically there has been no clearly defined downtown area. No natural gathering space indicating, "You're arrived, comejoin us".

As a result of a downtown district analysis and in collaboration with multiple partners Miami Shores created a low-cost, pedestrian-friendly destination gathering place by enhancing, existing road infrastructure. The finished Plaza 98 project allows for local neighborhood programming and destination activities for outsiders. The project was nominated for The People's Choice Award by the Safe Streets Summit as an example of a project that has created safer, more equitable, more livable streets.

The project implementation details included:

- Project management: Street Plans, an urban design firm, spearheaded the project.
- Parties involved (including City
 Departments): Plaza 98 was a collaboration
 between Miami Shores Village, the Greater
 Miami Shores Chamber of Commerce,
 Miami REALTORS, Miami Dade Department of Transportation, and Street Plans.

https://www.safestreetssummit.org/peoples-choice-awards



Mural Project and Mural Only Program Grant Cultural Arts & Entertainment

The City of Hollywood, Florida CRA's Mural Project goal is to curate contemporary outdoor murals at key locations in Downtown Hollywood in an effort to enhance and enrich the existing cultural fabric of our community, thereby attracting more art related activities, businesses and events. Incentives include a Mural Only Program (MOP), a reimbursement grant program that uses tax increment funds to leverage private investment for on-site property improvements. The MOP utilizes an application process and offers a 50% reimbursement grant up to a maximum reimbursement amount of \$10,000 per property for costs associated with the creation and installation of a painted or mosaic mural, including design, labor, materials and equipment, on the exterior surface of buildings and structures located within the CRA Districts.

The Mural Only Program and a similar Paint Only Program providing matching funds for the use of licensed paint contractors for exterior cleaning, patching and painting, serve to beautify and reduce slum and blight in the core business district. In return, the applicable structures and murals become destination attractions for local and tourists.

http://hollywoodera.org/188/Downtown-Hollywood-Mitral-

Home Repair

Choice Neighborhoods Exterior Owner-Occupied Rehab Program

Maintenance & Rehabilitation

This owner-occupied program helps lower-income residents remain in their home by offering deferred forgivable loans up to \$70,000 to make improvements to their homes for exterior, health and safety repairs. Priority is given to residents 55 or older, veterans, disabled head of households and those that have lived in their homes for at least 15 years. Funds will be provided in the form of a forgivable loan at a 0% interest rate with payments deferred and forgiven until the earlier of loan maturity, sale, transfer of ownership, or failure to maintain the property as the primary residence during the loan term. The maximum loan amount per home is \$70,000, inclusive of all construction related costs and closing costs. Loan term will be determined.







https://www.investatlanta.com/homebuyers/owneroccupied-rehab



North Miami Branding & Marketing Business Attraction & Retention

The North Miami Community Redevelopment Agency (NMCRA) was established in 2005 and is charged with the responsibility of eliminating conditions of blight that exist within the City and helping improve the quality of life by revitalizing the City's physical, economic, educational and social resources. The designated area includes 3,250 acres, approximately 60% of the City. The NMCRA is an example of a successful revitalization process that utilizes marketing and branding tools at its core. Some of the initiatives include:

- + The Downtown Revitalization project which seeks to attract investment by a shared vision for North Miami's urban core as a vibrant area where people live, shop, work, and play.
- The MOCA Plaza and Courtyard
 Renovation project serves as a business
 attraction technique by sending a
 message that the City invested in this
 central public space to bring the
 community together.
- + Downtown NOMI Strategic Marketing Plan project.

All of these projects are examples that marketing and business attraction is a public investment that creates a flare that attracts millions of dollars in private investment, improves quality of life, creates jobs, attracts businesses and real estate development, creates affordable housing, and leverage public infrastructure costs. Find out what makes you authentic and your physical assets.

https://www.northmiamicra.org



Paint Plant & Pave

Paint Plant and Pave Program Housing Rehabilitation (Fence Repairs and Replacement)

This incentive is created to provide curb appeal to single-family and multi-family properties in disrepair in Pleasant City. The proposed improvements may include pressure cleaning, painting, minor facade repairs, landscaping, awnings, driveways and/or parking lot sealing, irrigation systems, exterior lighting and fence repair or removal. The CRA will provide 100% of the project cost on owner occupied singlefamily structures and 80% of the project cost on non-owner occupied single-family or multifamily structures up to \$20,000 per property for exterior improvements.

The West Palm Beach CRA limits this program to a particular neighborhood; it is not available throughout the entire CRA district. In addition, it is available to both single family and multifamily properties. While there are no design specifications related to fencing, non-chain link fencing is preferred.

An inventory of code violations and properties noted in the Finding of Necessity provides a starting point in creating a fence repair and replacement program. The fence repair program will be an initiative that beautifies the physical environment, reduces blight conditions, increases value, and most importantly it gives the community a sense of pride for their place. When the community is empowered they will give back and the return on investment will be manifested in the revitalization process.

https://www.wpb.org/government/communityredevelopment-agency/incentives



P3 Development

Hallandale City Center

Public Private Partnership

Hallandale City Center, a proposed 2-acre, mixed-use project of 89 rental apartments with 14 of those set aside for affordable housing, is a great example of housing diversity development with potential for rental to homeownership incentives within a CRA-owned land. The project consists of rental apartments, affordable units, commercial/retail spaces, and parking spaces with a set aside number of parking spaces as public parking for the City. The project estimated cost is approximately \$17 million; and, it is expected to create temporary and permanent jobs, as well as continuing tax revenues.

The 89 apartments would be two-bedroom, two bathroom units; most would have the rent set at \$1,375, according to Glendon Hall, the CRA's economic development manager. Fourteen apartments would be set aside for affordable housing, with rents at about \$1,100, Hall said.

Since 2012, the Hallandale Beach CRA has spent \$6 million in acquiring the land — made up of 13 parcels

As part of this development, the developer and City seek that Hallandale City Center LLC provide a leading worldwide approach to affordable housing production commonly known as the 'Vienna Model. Unlike traditional affordable housing development models, where construction costs are the main priority, the Vienna Model has four equally essential pillars: Architectural Quality, Environmental Considerations, Social Sustainability, and Economic Costs. This has resulted in beautiful, yet affordable housing projects that are assets to the public realm.

https://cohbcra.org/folio/hallandale-city-center/



Tax Increment Recapture, Infrastructure Grant & Community Benefits Agreements Economic Incentives

The North Miami Community Redevelopment Agency (NMCRA) will use tax increment revenues to encourage economic development in the Community Redevelopment Area. The NMCRA is proposing to provide a Tax Increment Recapture to the owner of a qualifying project. A qualifying project is one that is anticipated to create at least \$2 million in Net New taxable value in the first full year following completion.

Any new commercial and residential developments to be constructed within the Redevelopment Area in an amount of \$200,000 shall enter into a community benefits agreement with the Agency. To the extent allowed by law, a community benefits agreement shall include provisions for hiring the labor workforce for the project financed by the grant or agreement from residents of the Redevelopment Area that are unemployed or underemployed.

The amount of the Base Tax Increment Recapture shall be 25% to 50% of the Net New Tax Increment Revenue generated by the project. If the taxable assessed value of the Property (as determined by the Miami-Dade County Property Appraiser, taking into consideration any allowable adjustments by the Value Adjustment Board) in any year during the Recapture Period exceeds the Base Year Value, the Tax Increment Recapture shall be no more than 50% percentage of the project's Net New Tax Increment Revenue. In any fiscal year, the Tax Increment Recapture shall be subordinate in all respects to all CRA Debt. At no time will the Tax Increment Recapture exceed 50%.

https://www.northmiamicra.org/sites/default/files/til_ incentives_program_062917.pdf https://www.northmiamifi.gov/DocumentCenter/View/8324/ Agreement-CRA-and-West-Bank-Investment-02-05-2020-PDF

thank you.

Town of Lake Park Community

We Provide Economic Development Solutions.

Kevin Crowder, CEcD kevin@businessflare.net 305.281.2279

Rachel Bach, AICP rachel@businessflare.net 954.520.3727

Alicia Alleyne, MBA alicia@businessflare.net 786.247.2762

Farrell Tiller, MBA farrell@businessflare net 561 281 8777

Camilo Lopez, Planning camilo@businessflare.net 954.696.4106



Ad Preview

PUBLIC NOTICE TOWN OF LAKE PARK NOTICE OF PUBLIC HEARING

BE ADVISED that the Town Commission will consider adoption of the updated Community Redevelopment Agency (CRA) Master Plan at their June 1, 2022 (6:30pm, or as soon thereafter as can be heard) meeting to be held in the Town Hall Chambers located at 535 Park Avenue, Lake Park, FL 33403. The updated CRA Master Plan provides general information on the CRA area, along with background information related to the area and establishes redevelopment goals and redevelopment program initiatives, along with financial projections and identifies relevant case studies. The CRA area generally includes the Town's downtown area and some neighboring residential communities, along with a large portion of the Town's commercial/light industrial area.

Records related to this item may be inspected by contacting the Community Development Department at 561-881-3319, or by emailing Nadia Di Tommaso at nditommaso at nditommaso at nditommaso at nditommaso decides to appeal any decision made by the Town Commission with respect to any hearing, they will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. For additional information, please contact Vivian Mendez, Town Clerk at 561-881-3311.

Town Clerk: Vivian Mendez OUB: The Palm Beach Post =riday, May 20, 2022

Item 4.

COPY

PUBLIC NOTICE TOWN OF LAKE PARK NOTICE OF PUBLIC HEARING

BE ADVISED that the Town Commission will consider adoption of Resolution 38-05-23 related to the updated Community Redevelopment Agency (CRA) Finding of Necessity - Finding and Declaring areas to be Slum and Blighted and Declaring the Need for the Expansion of the Town of Lake Park Community Redevelopment Area and subsequently approving an amended Redevelopment Plan with the Expansion Areas at their August 16, 2023 (6:30pm, or as soon thereafter as can be heard) meeting to be held in the Town Hall Chambers located at 535 Park Avenue, Lake Park, FL 33403. The general boundaries of the proposed expanded Lake Park CRA are generally as follows:

Area 1: North of Northern Drive and south of Northlake Boulevard, between 10th Court to the west and West Road to the east.

Area 2: East of 7th Street along the north side of Silver Beach Road, to include the public park area on the northeast corner of 7th Street and Bayberry Drive.

Records related to this item may be inspected by contacting the Community Development Department at 561-881-3319, or by emailing Nadia Di Tommaso at nditommaso@lakeparkflorida.gov. If a person decides to appeal any decision made by the Town Commission with respect to any hearing, they will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. For additional information, please contact Vivian Mendez, Town Clerk at 561-881-3311.

Town Clerk: Vivian Mendez

PUB: The Palm Beach Post – Friday, August 4, 2023

COPY

July 24, 2023

ADDRESS

REGISTERED MAIL RETURN RECEIPT REQUESTED

Attn: CRA Representative

Re: Notice to Taxing Authorities Pursuant to Florida Statutes Sections 163.346 and 163.355 - Finding and Declaring areas to be Slum and Blighted and Declaring the Need for the Expansion of the Town of Lake Park Community Redevelopment Area (CRA) and approving an amended Redevelopment Plan with the Expansion Areas.

Dear CRA Representative:

Notice is hereby given in accordance with the provisions of Sections 163.346 and 163.355 Florida Statutes, as amended, that the Town of Lake Park Commission will hold a public hearing to consider matters pertaining to the finding of necessity study, declaring areas in the Town to be slum and blighted, and declaring the need for the expansion of the Community Redevelopment Area into those areas, and approval of an amended Community Redevelopment Plan pursuant to the Florida Community Redevelopment Act of 1969, as it is presently contained in Part III, Chapter 163, Florida Statutes as amended (the "Act").

The hearing will be held on August 16, 2023 in Town Hall Chambers at 535 Park Avenue, Lake Park, FL 33403 on or after 6:30 p.m.

This notice is being provided to you as a taxing authority of real property within the proposed redevelopment area and this notice is required by section 163.346 of the Act. The only taxing authorities that are subject to the tax increment implications intended by this proposal are currently Palm Beach County and the Town of Lake Park however, this notice is being sent as a statutory requirement to all taxing authorities, including those who will not be impacted.

The general boundaries of the proposed expanded Lake Park CRA are generally as follows:

Area 1: North of Northern Drive and south of Northlake Boulevard, between 10th Court to the west and West Road to the east.

Area 2: East of 7th Street along the north side of Silver Beach Road, to include the public park area on the northeast corner of 7th Street and Bayberry Drive. (*Map enclosed*)

Copies of our recently amended and most current CRA Plan, along with copies of the resolution declaring the areas to be slum and blighted and declaring the need for the expansion of the Lake Park CRA and approving the amended CRA Redevelopment Plan may be inspected by the public at the office of the Town Clerk located at 535 Park Avenue, Lake Park, FL 33403, during regular working hours, 8:30 a.m. to 5:00 p.m., Monday through Friday.

Comments and questions with respect to this action should be addressed to Nadia Di Tommaso, Community Development Director, at nditommaso@lakeparkflorida,gov.

Sincerely,

John D'Agostino Town Manager/CRA Executive Director

Enclosure: Map of Expansion Areas

cc: Thomas J. Baird, Town Attorney (via electronic mail)

Vivian Mendez, Town Clerk (via electronic mail)

Kevin Crowder, Business Flare, Consultant (via electronic mail)