

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Grant Expenditures	\$250,000	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	\$250,000	-0-	-0-	-0-	-0-

ADDITIONAL FTE POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes _____ No X

Budget Acct No.: Fund _____ Dept. _____ Unit _____ Object _____
Program _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Transportation Improvement Fund
Reserve For District 7
Lake Worth Community Development Corp / Hammon Park - Dist 7

C. Departmental Fiscal Review: Atwillhite

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

MS Galas
na 9-9-09 OFMB
9/10/09 MM 9-8-09

J. Jacob 9/10/09
Contract Dev. and Control

B. Approved as to Form and Legal Sufficiency:

This Contract complies with our contract review requirements.

M. [Signature] 9/10/09
(Assistant County Attorney)

C. Other Department Review:

Department Director

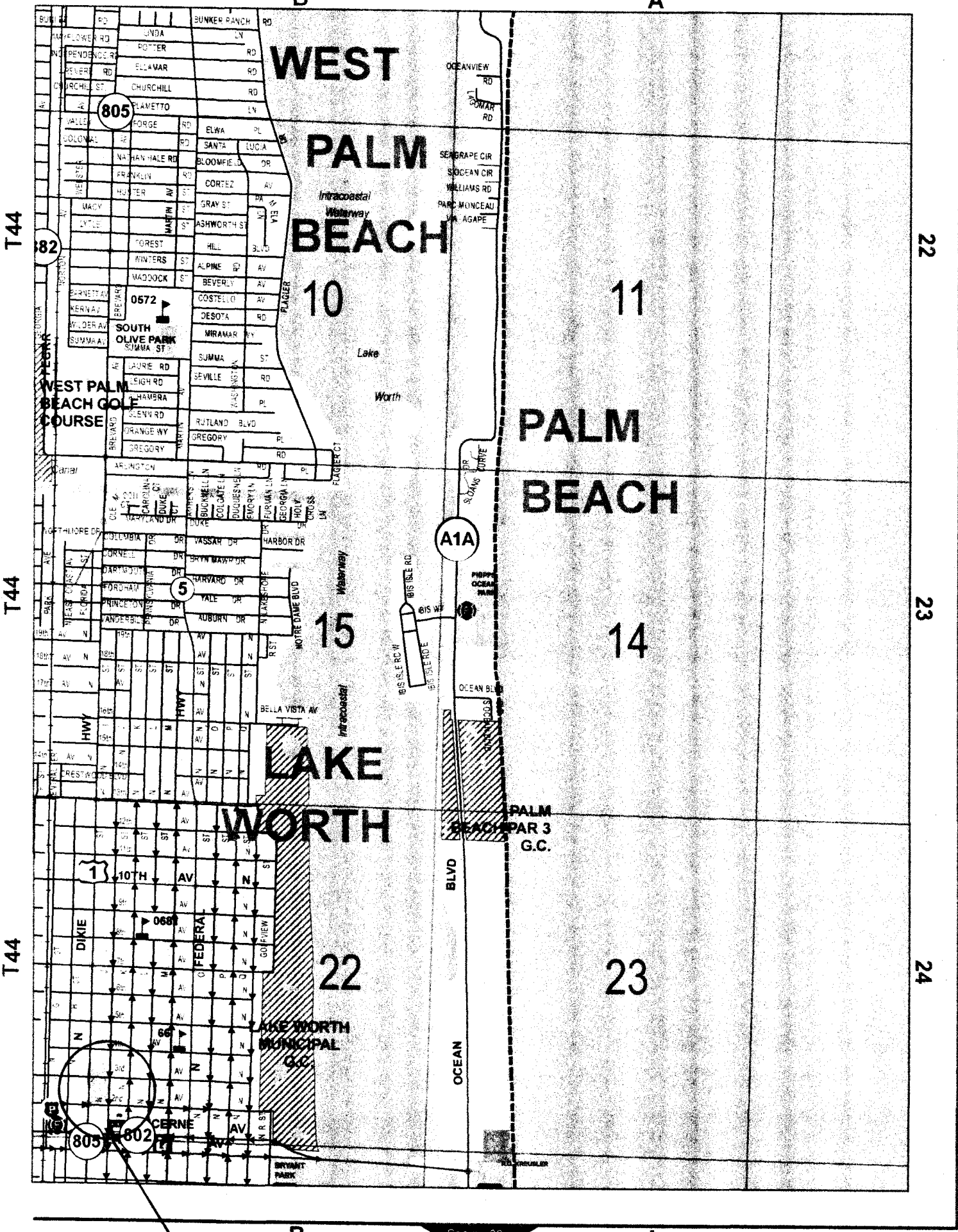
This summary is not to be used as a basis for payment.

R43
B

See pg 72

R43
A

82



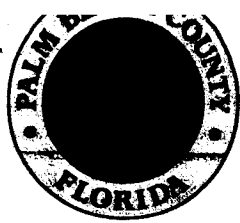
B

See pg 92

A

82

HAMMOCK PARK - DIXIE HWY / 2ND ST. TO 4TH ST.



December 17, 2007

P.O. Box 1989
West Palm Beach, FL 33402-1989
(561) 355-2001
FAX: (561) 355-3990
www.pbcgov.com

**Palm Beach County
Board of County
Commissioners**

Addie L. Greene, Chairperson
Jeff Koons, Vice Chair
Karen T. Marcus
Warren H. Newell
Mary McCarty
Burt Aaronson
Jess R. Santamaria

County Administrator

Robert Weisman

*"An Equal Opportunity
Affirmative Action Employer"*

 printed on recycled paper

Edward, Grimm, President
Lake Worth Community Development Corporation
1701 Wingfield Street
Lake Worth, FL 33460

Richard Caster, Principal
New Urban/RFC Lake Worth, LLC
398 North East 6th Avenue
Delray Beach, FL 33483

Dear Sirs:

Thank you for bringing to my attention your application for the State Community Workforce Housing Innovation Pilot Program (CWHIP) for the Hammon Park development in downtown Lake Worth. Hammon Park would benefit as a recipient of CWHIP funding for many reasons. It is located on three (3) bus lines and within walking distance of shops, jobs, and recreation. Infrastructure is in place, allowing building to commence soon, and the development will employ green building practices. It addresses a desperate and immediate need in Palm Beach County for attractive, affordably priced housing for our workforce.

It is my pleasure to confirm that I have approved and allocated \$250,000 in District Discretionary funding for project costs at Hammon Park. It is my understanding and intent that these funds be used as a public contribution in connection with the CWHIP application.

Details regarding disbursement of funds will be forthcoming. If you have any questions or need further assistance, please contact Gladys Whigham, my Administrative Assistant at 561 276-1350.

Again, I advocate my support for this project and look forward to working with you on this exciting and important development.

Sincerely,

Addie L. Greene

Addie L. Greene, Chairperson
Palm Beach County Board of County Commissioners

Cc: George Webb, Engineer, Palm Beach County
Owen Miley, Special projects Coordinator, Engineering Department

**REIMBURSEMENT AGREEMENT
THE CITY OF LAKE WORTH AND LAKE WORTH
COMMUNITY DEVELOPMENT CORPORATION**

THIS REIMBURSEMENT AGREEMENT is made and entered into this _____ day of _____, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida hereinafter referred to as "**COUNTY**", **CITY OF LAKE WORTH** a Municipal corporation of the State of Florida hereinafter referred to as "**CITY**" and **THE LAKE WORTH COMMUNITY DEVELOPMENT CORPORATION**, a non-profit corporation, Federal I.D. number 65-0239821 hereinafter referred to as "**CDC**".

WITNESSETH:

WHEREAS, the **CDC** is part of a partnership that has applied for a grant from the Community Workforce Housing Innovation Pilot Program (**CWHIP**), that will be used to construct a residential, multifamily, condominium and townhouse project located in the **CITY** within the boundaries of North Dixie Highway and North 'J' Street, North 2nd Avenue and North 4th Avenue, and hereinafter referred to as **HAMMON PARK**; and

WHEREAS, the **CITY** has ownership of North 'J' Street, North 2nd Avenue, and North 4th Avenue, and the **CITY** agrees to the construction as it relates to the approved plans for **HAMMON PARK**; and

WHEREAS, the **CDC** and its partners will be reconstructing the roadways' curbs and gutters, adding landscaping, irrigation, drainage and sidewalks along the boundaries of **HAMMON PARK** that includes **CITY** owned, North 'J' Street, North 2nd Avenue and North 3rd Avenue hereinafter referred to as **IMPROVEMENTS**; and

WHEREAS, the **COUNTY** believes the **IMPROVEMENTS** serve a public purpose and supports the **IMPROVEMENTS** by providing reimbursement funding for the documented costs in an amount not to exceed **TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00)**; and

WHEREAS, the **HAMMON PARK** Home Owners Association and the **CITY** shall be responsible for subsequent maintenance of all **IMPROVEMENTS**.

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

1. The above recitals are true, correct and incorporated herein.
2. The **COUNTY** agrees to provide to the **CDC** reimbursement funding for documented costs associated with the **IMPROVEMENTS** in an amount not to exceed **TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00)**. If the **CDC** and its

partners fail to secure the **CWHIP** grant by December 30, 2009, this agreement shall automatically terminate.

3. **COUNTY** agrees to reimburse the **CDC** the amount established in paragraph 2 for costs associated with the **IMPROVEMENTS**, upon the **CDC's** submission of acceptable documentation needed to substantiate its cost for the **IMPROVEMENTS**. The **COUNTY** will use its best efforts to provide said funds to the **CDC** on a reimbursement basis within forty-five (45) days of receipt of all information required in paragraph 7, below.

4. The **COUNTY** obligation is limited to its payment obligation and shall have no obligation to any other person or entity.

5. The **CDC** agrees to assume all responsibility for design, bidding, contract preparation, and contract administration for the installation of the **IMPROVEMENTS**, including payment(s) to contractor(s) pursuant to all applicable governmental laws and regulations and will comply with all applicable governmental codes and permitting requirements (including, but not limited to the **STATE** and **COUNTY**) in the selection and installation of the **IMPROVEMENTS**. The **CDC** also agrees to assume financial responsibility for the completion of any portions of the **IMPROVEMENTS** that are not fully funded by the amount set forth in Paragraph 2, above and agrees to expend its own funds or the **CWHIP** funds prior to requesting reimbursement from the **COUNTY**. The **COUNTY** will have the final determination of the eligibility for reimbursement of any funds. The final plans for the **IMPROVEMENTS** must be signed and sealed by a Florida Registered Engineer or a Florida Registered Landscape Architect as appropriate.

6. If prior to the commencement of the **IMPROVEMENTS**, the **CDC** determines that the grant is not available or that it is insufficient to complete **IMPROVEMENTS**, the **CDC** shall not construct the **IMPROVEMENTS** and this **AGREEMENT** shall terminate without prejudice, upon proper written notice to **COUNTY** as provided for herein.

7. The **CDC** will obtain or provide all labor and materials necessary for the design and installation of the **IMPROVEMENTS**. The **COUNTY** shall have the final determination of eligibility for reimbursement. The **CDC** shall furnish to the **OFFICE OF THE COUNTY ENGINEER** representative a request for payment supported by the following:

- A) A statement from a Florida Registered Engineer or a Florida Registered Landscape Architect as appropriate that the **IMPROVEMENTS** have been

inspected and were installed substantially in accordance with the permitted plans for the **IMPROVEMENTS**, and;

B) A Contract Payment Request Form and a Contractual Services Purchases Schedule Form, attached hereto and incorporated herein as Exhibit "A" (pages 1 & 2), which are required for each and every reimbursement to the **CDC**. Said information shall list each invoice payable by the **CDC** and shall include the vendor invoice number, invoice date, and the amount payable by the **COUNTY**. The **CDC** shall attach a copy of each vendor invoice paid by the **CDC** along with a copy of the respective check and shall make reference thereof to the applicable item listed on the Contractual Services Purchases Schedule Form. Further, the **CDC** Financial Officer, or authorized representative, shall also certify that each invoice listed on the Contractual Services Purchases Schedule Form was paid by the **CDC** as indicated.

8. As it relates to this Agreement, and upon providing reasonable notice, the **COUNTY** may initiate a financial systems analysis and/or an internal fiscal control evaluation of the **CDC** by an independent auditing firm employed by the **COUNTY** or by the County Internal Audit Department at any time the **COUNTY** deems necessary.

9. The **HAMMON PARK** Home Owners Association and the **CITY** agrees to be responsible for the subsequent maintenance of the **IMPROVEMENTS** following the installation of the **IMPROVEMENTS**. The **CDC** shall be solely responsible for obtaining and complying with all necessary permits, approvals and authorizations from any federal, state, regional, **COUNTY**, or municipal agency if any are required for the **IMPROVEMENTS**.

10. All installation of these **IMPROVEMENTS** shall be completed and final invoices submitted to the **COUNTY** no later than September 1, 2011 and the **COUNTY** shall have no obligation to the **CDC** or any other entity or person for any cost incurred thereafter unless the time for completion is extended by modification of this Agreement.

11. **CDC** recognizes that it is an independent contractor, and not an agent or servant of **COUNTY** or its Board of County Commissioners. In the event a claim or lawsuit is brought against **COUNTY**, its officers, employees, servants or agents, relating to the **IMPROVEMENTS** or any item which is the responsibility of , **CDC** hereby agrees to indemnify, save and hold harmless **COUNTY**, its officers, employees, servants or agents, and to defend said persons from any such claims, liabilities, causes of action

and judgments of any type whatsoever arising out of or relating to the existence of the **IMPROVEMENTS** or the performance by **CDC** as may relate to this Agreement. **CDC** agrees to pay all costs, attorney's fees and expenses incurred by **COUNTY**, its officers, employees, servants or agents in connection with such claims, liabilities or suits except as may be incurred due to the negligence of county.

12. The **CDC** shall, at its sole expense, agree to maintain in force and effect at all times during the life of this Agreement, insurance coverages and limits (including endorsements), as described herein, **CDC** shall agree to provide the County with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as County's review and acceptance of insurance maintained by **CDC** are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by **CDC** under this Agreement.

Commercial General Liability. **CDC** shall maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. **CDC** shall provide this coverage on a primary basis.

Worker's Compensation Insurance & Employer's Liability. **CDC** shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. **CDC** shall provide this coverage on a primary basis.

Additional Insured. **CDC** shall endorse the County as an Additional Insured with CG 2026 Additional Insured – Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents". **CDC** shall provide the Additional insured endorsements coverage on a primary basis.

Waiver of Subrogation. **CDC** hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without endorsement, then **CDC** shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against others, or its equivalent. This Waiver of Subrogation

requirement shall not apply to any policy when a condition to the policy specifically prohibits such an endorsement, or voids coverage should CDC enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance. Prior to execution of this Agreement by the County, CDC shall deliver to the county a Certificate(s) of coverage evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. Certificate holder's address shall read Palm Beach County, c/o Department of Engineering and Public Works, 2300 North Jog Road, 3E-13, West Palm Beach, Florida 33411, Attention: Special Projects Coordinator.

Right to Review. County, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Agreement. County reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

13. As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the CDC certifies that its affiliates, suppliers, sub-contractors, and consultants who perform work hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

14. The CDC shall require each contractor engaged by the CDC for work associated with this Agreement to maintain:

- a. Workers' Compensation coverage in accordance with Florida Statutes, and;
- b. Commercial General Liability coverage, including vehicle coverage, in combined single limits of not less than ONE MILLION DOLLARS (\$1,000,000.00). The COUNTY shall be included in the coverage as an additional insured, and;
- c. A payment and performance bond for the total amount of the **IMPROVEMENTS** in accordance with Florida Statute 255.05.

15. In the event of termination, the **CDC** shall not be relieved of liability to the **COUNTY** for damages sustained by the **COUNTY** by virtue of any breach of the Agreement by the **CDC**; and the **COUNTY** may withhold any payment to the **CDC** for the purpose of set-off until such time as the exact amount of damages due the **COUNTY** is determined.

16. The **CDC's** termination of this Agreement shall result in all obligations of the **COUNTY** for funding contemplated herein to be cancelled.

17. The **COUNTY** and **CDC** agree that no person shall, on the grounds of race, color, national origin, sexual orientation, gender identity and expressions religion or creed, sex, age, or handicap be discriminated against in performance of this Agreement.

18. In the event that any section, paragraph, sentence, clause or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

19. All notices required to be given under this Agreement shall be in writing, and deemed sufficient to each party when sent by United States Mail, postage paid, to the following:

AS TO THE COUNTY

Engineering and Public Works Department
Tanya N. McConnell, P.E.
Deputy County Engineer
2300 North Jog Road Ste. 3E-13
West Palm Beach, Florida 33411

AS TO THE CDC

Lake Worth Community Development Corp.
Edward Grimm, President
1701 Wingfield Street
Lake Worth, Florida 33460
Phone 561-582-5536

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

21. Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective parties; provided, however, that this clause pertains only to the parties to the Agreement.
22. Except as expressly permitted herein to the contrary, no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.
23. Each party agrees to abide by all laws, orders, rules and regulations and the CDC will comply with all applicable governmental codes during the **IMPROVEMENTS**.
24. The **COUNTY** shall not be deemed to assume any liability for the negligent or wrongful acts, or omissions of the other party (or parties). Nothing contained herein shall be construed as a waiver, by any of the **COUNTY** or **CITY**, of the liability limits established in Section 768.28, Florida Statutes.
25. Each party shall promptly notify the other of any lawsuit-related complaint, or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement.
26. The parties expressly covenant and agree that in the event any of the parties is in default of its obligations under this Agreement, the parties not in default shall provide to the defaulting party thirty (30) days written notice before exercising any of their rights.
27. The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not solely as a matter of judicial constraint, be construed more severely against one of the parties than the other.
28. This Agreement represents the entire understanding among the parties, and supercedes all other negotiations, or agreements, written or oral, relating to this Agreement.
29. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida.
30. This Agreement shall take effect upon execution and the effective date shall be the date of execution.

IN WITNESS WHEREOF, the parties have executed this Agreement and it is effective on the date first above written.

LAKE WORTH COMMUNITY DEVELOPMENT CORPORATION

PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS

By: Edward Grimm
Edward Grimm President

By: _____
John F. Koons Chairman

ATTEST:

ATTEST:

By: Nancy Edwards
Witness

SHARON R. BOCK, CLERK & COMPTROLLER
By: _____
Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
Attorney

By: _____
Assistant County Attorney

Date: 8/28/08

Date: _____

CITY OF LAKE WORTH

APPROVED AS TO TERMS CONDITIONS

By: [Signature]
Mayor

By: _____

Date: 9-2-09

Date: _____

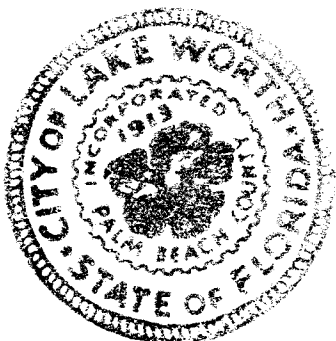
APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Clair A. Humphrey
Acting City Attorney

Date: September 2, 2009

By: [Signature]
City Clerk

Date: 9-2-09



ACORD CERTIFICATE OF LIABILITY INSURANCE

PRODUCER
 ARDEN INSURANCE ASSOCIATES
 KENN NORBERG, LIC.# A192988
 525 W. LANTANA RD.
 LANTANA FL 33462-1625
 Phone: 561-582-4101 Fax: 561-586-8061

OP ID GL
 LAZET-C
 DATE (MM/DD/YYYY)
 8/1/09

THIS CERTIFICATE IS ISSUED AS A MATTER OF COURSE AND CONFERS NO RIGHTS ON THE POLICY HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
 LAKE WORTH COMMUNITY
 DEVELOPMENT CORPORATION
 EDWARD GRIMM - PRESIDENT
 PHONE: 561-582-5536
 1701 WINGFIELD STREET
 LAKE WORTH FL 33460

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	CAPITAL SPECIALTY INS CORP	
INSURER B:	FLORIDA AUTOMOBILE J.U.A.	
INSURER C:	GREAT AMERICAN INS. CO.	16691
INSURER D:		
INSURER E:		

COVERAGES
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURANCE TYPE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
					DESCRIPTION	AMOUNT
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	CS01268105	10/09/08	10/09/09	EACH OCCURRENCE	\$ 1,000,000
	GENT. AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					DAMAGE TO RENTED PREMISES (EA OCCURRENCE)
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	ZAF-FX8819	07/24/08	07/24/09	PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 2,000,000
	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				PRODUCTS - COMP/OP AGG	\$
	<input type="checkbox"/> EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				COMBINED SINGLE LIMIT (EA ACCIDENT)	\$ 300,000
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OTHER BUSINESS PROPERTY DIRECTORS / OFFICE	CS01268105 EPP971150	10/09/08 05/15/08	10/09/09 05/15/09	BODILY INJURY (Per accident)	\$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS NON PROFIT ORGANIZATION					PROPERTY DAMAGE (Per accident)	\$
					AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
					EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
					WC STATU-TORY LIMITS	\$
					OTHER	\$
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
					CONTENTS	100,000.
					E&O LIABILITY	1,000,000

CERTIFICATE HOLDER
 PALM BEACH COUNTY
 ENGINEERING & PUBLIC WORKS DEPT.
 TANYA McCONNELL, P.E.
 DEPUTY COUNTY ENGINEER
 1300 NORTH JOG RD, SUITE 3E-13
 WEST PALM BEACH, FL 33411

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE
Kenn Norberg

ACORD CERTIFICATE OF LIABILITY INSURANCE

RPM DATE
P4SA 07-29-2009

PRODUCER
NORTHEAST AGENCIES INC/PHS/FLO
210204 P:(866)467-8730 F:(800)308-5459
301 WOODS PARK DRIVE
CLINTON NY 13323

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
LAKE WORTH COMMUNITY DEVELOPMENT CORP
EDWARD GRIMM, PRESIDENT
1701 WINGFIELD STREET
LAKE WORTH FL 33460 PH: 561-582-5536

INSURER A: Hartford Underwriters Ins Co
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

DESCRIPTION	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY				
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				FIRE DAMAGE (Any one fire) \$
					MED EXP (Any one person) \$
	GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PER OCC <input type="checkbox"/> LOC				GENERAL AGGREGATE \$
	AUTOMOBILE LIABILITY				PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> ANY AUTO				COMBINED SINGLE LIMIT (Es accidents) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC \$
					ACC \$
	BISSIS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	01 WEC KQ9083	10/28/08	10/28/09	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
					E.L. EACH ACCIDENT \$100,000
					E.L. DISEASE - EA EMPLOYEE \$100,000
					E.L. DISEASE - POLICY LIMIT \$500,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Those usual to the Insured's Operations.

CERTIFICATE HOLDER
Palm Beach County, Engineering & Public Works Dept., Tanya N. McConnell, P.E.
Deputy County Engineer
2300 N JOG RD STE 3E-13
WEST PALM BEACH, FL 33411

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE (10 DAYS FOR NON-PAYMENT) TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Tanya McConnell

**PALM BEACH COUNTY
ENGINEERING & PUBLIC WORKS DEPARTMENT
CONTRACT PAYMENT REQUEST**

Exhibit A

(PROJECT)

Grantee _____ Request Date _____

Billing # _____ Billing Period _____

PROJECT PAYMENT SUMMARY

Item	Project Costs this Billing	Cumulative Project Costs	Total Project Costs
Consulting Services	_____	_____	_____
Contractual Services	_____	_____	_____
Material, Supplies, Direct Purchases	_____	_____	_____
Grantee Stock	_____	_____	_____
Equipment, Furniture	_____	_____	_____
TOTAL PROJECT COSTS	=====	=====	=====

Certification: I hereby certify that the above was incurred for the work identified as being accomplished in the attached progress reports.

Certification: I hereby certify that the documentation has been maintained as required to support the project expenses reported above, and is available for audit upon request.

Administrator/Date

Financial Officer/Date

PBC USE ONLY

County Funding Participation	\$ _____
Total Project Costs	\$ _____
Total Project Costs to Date	\$ _____
County Obligation to Date	\$ _____
County Retainage (___%)	(\$ _____)
County Funds Previously Disbursed	(\$ _____)
County Funds Due this Billing	\$ _____

Reviewed and Approved by:

PBC Project Administrator/Date

**PALM BEACH COUNTY
ENGINEERING & PUBLIC WORKS DEPARTMENT
CONTRACTUAL SERVICES PURCHASE SCHEDULE**

(PROJECT)

Grantee _____

Billing Date _____

Billing # _____

Billing Period _____

Contractor Name

**Contractor
Invoice Number
and Date**

**City Check or
Voucher Number
and Date**

**Project
Amount Paid
this Period**

**General
Description**

TOTAL _____

Certification: I hereby certify that the purchase noted above was used in accomplishing the project.

Certification: I hereby certify that bid tabulations, executed contract, cancelled checks, and other purchasing documentation have been maintained as required to support the costs reported above, and are available for audit upon request.

Administrator/Date

Financial Officer/Date

2009 _____

**BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY
BUDGET Transfer**

BGEX 031609-1219

FUND Transportation Improvement

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 03/16/09	REMAINING BALANCE
<u>LK WRTH COMM DEV CORP/HAMMON PK - DIST 7</u>								
3500-368-1313-8201	Contributions-Non-Govtl Agency	0	0	250,000	0	250,000	0	250,000
<u>RESERVE FOR DISTRICT 7</u>								
3500-368-9117-9907	Res-Future Construction	3,752,195	1,663,684	<u>0</u>	<u>250,000</u>	1,413,684		
				250,000	250,000			

SIGNATURE

DATE

**By Board of County Commissioners
At Meeting of 08/18/09**

Engineering & Public Works

A. White

7/9/09

Administration / Budget Approval

OFMB Department - Posted

**Deputy Clerk to the
Board of County Commissioners**

ACORD CERTIFICATE OF LIABILITY INSURANCE

OPID GL
 LAKE-6

DATE (MM/DD/YYYY)
 8/20

PRODUCER
 ARDEN INSURANCE ASSOCIATES
 KENN NORBERG, LIC. # A192988
 525 W. LANTANA RD.
 LANTANA FL 33462-1625
 Phone: 561-582-4101 Fax: 561-586-8061

THIS CERTIFICATE IS ISSUED AS A MATTER OF COURSE TO THE POLICY
 HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
 ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
 LAKE WORTH COMMUNITY
 DEVELOPMENT CORPORATION
 EDWARD GRIMM - PRESIDENT
 PHONE: 561-582-5536
 1701 WINGFIELD STREET
 LAKE WORTH FL 33460

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	CAPITAL SPECIALTY INS CORP	
INSURER B:	FLORIDA AUTOMOBILE J.U.A.	
INSURER C:	GREAT AMERICAN INS. CO.	16691
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CS01268105	10/09/08	10/09/09	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$1,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	ZAF-FX8819	07/24/08	07/24/09	COMBINED SINGLE LIMIT (Ea accident) \$300,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				
	OTHER BUSINESS PROPERTY DIRECTORS / OFFICE	CS01268105 EPP971150	10/09/08 05/15/08	10/09/09 05/15/09	CONTENTS 100,000. E&O LIAB 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 NON PROFIT ORGANIZATION

CERTIFICATE HOLDER

PALM BEACH COUNTY
 ENGINEERING & PUBLIC WORKS DEPT.
 TANYA McCONNELL, P.E.
 DEPUTY COUNTY ENGINEER
 2300 NORTH JOG RD, SUITE 3E-13
 WEST PALM BEACH, FL 33411

PALMB01

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Kenn Norberg

JUL-29-2009(WED) 08:49
 Jul 29 2009 13:48:25

ACORD CERTIFICATE OF LIABILITY INSURANCE

RPM DATE
 P4SA 07-29-2009

PRODUCER NORTHEAST AGENCIES INC/PHS/FLO 210204 P:(866)467-8730 F:(800)308-5459 301 WOODS PARK DRIVE CLINTON NY 13323	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURERS AFFORDING COVERAGE	
INSURED LAKE WORTH COMMUNITY DEVELOPMENT CORP EDWARD GRIMM, PRESIDENT 1701 WINGFIELD STREET LAKE WORTH FL 33460 PH: 561-582-5536	INSURER A: <u>Hartford Underwriters Ins Co</u> INSURER B: INSURER C: INSURER D: INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

RISK LTH	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
					FIRE DAMAGE (Any one (rel)) \$
					MED EXP (Any one person) \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC				PERSONAL & ADV INJURY \$
					GENERAL AGGREGATE \$
					PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Es accidents) \$
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY: EA ACC \$ ACC \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$
					AGGREGATE \$
					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	01 WEC KQ9083	10/28/08	10/28/09	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER \$
					E.L. EACH ACCIDENT \$100,000
					E.L. DISEASE - EA EMPLOYEE \$100,000
					E.L. DISEASE - POLICY LIMIT \$500,000
OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Those usual to the Insured's Operations.

CERTIFICATE HOLDER Palm Beach County, Engineering & Public Works Dept., Tanya N. McConnell, P.E. Deputy County Engineer 2300 N JOG RD STE 3E-13 WEST PALM BEACH, FL 33411	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE (10 DAYS FOR NON-PAYMENT) TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE <i>Jac Taylor</i>