



AGENDA
CITY OF LAKE WORTH BEACH
REGULAR CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, JULY 19, 2022 - 6:00 PM

ROLL CALL:

INVOCATION OR MOMENT OF SILENCE: led by Commissioner Reinaldo Diaz

PLEDGE OF ALLEGIANCE: led by Vice Mayor Christopher McVoy

AGENDA - Additions / Deletions / Reordering:

PRESENTATIONS: (there is no public comment on Presentation items)

- A. Legislative Update by State Representative Mike Caruso
- B. Proclamation declaring July 2022 as Parks and Recreation Month
- C. Presentation on Mental Health America's Bell Seal for Workplace Mental Health Gold Status by Human Resources.

COMMISSION LIAISON REPORTS AND COMMENTS:

CITY MANAGER'S REPORT:

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:

APPROVAL OF MINUTES:

- A. [Regular Meeting - June 21, 2022](#)
- B. [Special Meeting - June 28, 2022](#)
- C. [Pre-Agenda Work Session - June 29, 2022](#)

CONSENT AGENDA: (public comment allowed during Public Participation of Non-Agendaed items)

- A. [Standard Insurance Policies for FY 2022/23 Employee Health and Welfare Benefits](#)

PUBLIC HEARINGS:

- A. [Ordinance No. 2022-08 – Second Reading – amending the City's Official Zoning Map by approving a residential planned development, major site plan, conditional use permit and sustainable bonus requests for Detroit St/ Buffalo St at 7 Detroit Street and 26 Buffalo Street to construct an approximately 3-story, 60-unit multi-family mid-rise residential structure](#)

- B. [Resolution No. 42-2022 - Adopting the final assessment roll for non-ad valorem assessments levied for Chronic Nuisance Services and directing that such final assessment roll be certified to the Palm Beach County Tax Collector](#)

NEW BUSINESS:

- A. [Agreement with Priority Towing for City-wide Vehicle Towing and Storage](#)
- B. [Fiscal Year 2022 JAG Award Presentation](#)

CITY ATTORNEY'S REPORT:

UPCOMING MEETINGS AND WORK SESSIONS:

July 26 - Utility meeting @ 6 pm
July 27 - Pre-agenda work session @ 9 am
August 1 - Budget Work Session @ 5 pm
August 2 - Regular meeting @ 6 pm

[Draft Agenda - August 2, 2022](#)

ADJOURNMENT:

The City Commission has adopted Rules of Decorum for Citizen Participation (See Resolution No. 25-2021). The Rules of Decorum are posted within the City Hall Chambers, City Hall Conference Room, posted online at: <https://lakeworthbeachfl.gov/government/virtual-meetings/>, and available through the City Clerk's office. Compliance with the Rules of Decorum is expected and appreciated.

If a person decides to appeal any decision made by the board, agency or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (F.S. 286.0105)

**MINUTES
CITY OF LAKE WORTH BEACH
REGULAR CITY COMMISSION MEETING
CASINO BALLROOM
TUESDAY, JUNE 21, 2022 – 6:00 PM**

The meeting was called to order by Mayor Resch on the above date at 6:02 PM in the Casino Ballroom located at 10 S Ocean Blvd., Lake Worth Beach, Florida.

ROLL CALL: (32:54) Present were Mayor Betty Resch, Vice Mayor Christopher McVoy, Commissioners Sarah Malega (via Zoom) and Reinaldo Diaz. Also present were City Manager Carmen Davis, City Attorney Glen Torcivia and City Clerk Melissa Ann Coyne. Commissioner Kimberley Stokes was absent.

INVOCATION OR MOMENT OF SILENCE: (33:11) led by Mayor Betty Resch.

PLEDGE OF ALLEGIANCE: (33:57) led by Vice Mayor Christopher McVoy.

ADDITIONS/DELETIONS/REORDERING (34:26)

Two of the conditions in Ordinance 2022-09 were updated.

PRESENTATIONS: (35:33) (there is no public comment on Presentation items)

- A. Legislature Session Update by State Representative David Silvers (35:59)
- B. Proclamation recognizing the LWHS boys' basketball team achievement in reaching the State Championship (51:16)
- C. Proclamation declaring June 27, 2022 as National HIV Testing Day (58:10)
- D. Quarterly CRA Update by Joan Oliva, CRA Director (1:03:10)

COMMISSION LIAISON REPORTS AND COMMENTS: (1:12:56)

CITY MANAGER'S REPORT: (1:19:11)

City Manager Davis provided the following report:

- attended the Community Recovery HUB of Palm Beach County listening session at the Hatch on June 14
- stated that there would be an employee appreciation luau event on June 24
- announced that the City's Water Plant won outstanding membrane plant large facility from the Southeast Desalting Association

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA: (1:22:33)

APPROVAL OF MINUTES: (1:28:35)

Action: Motion made by Vice Mayor McVoy and seconded by Commissioner Malega to approve the following minutes:

- A. Special Meeting - May 18, 2022
- B. Regular Meeting - May 19, 2022
- C. Work Session - May 23, 2022
- D. Special Meeting - May 24, 2022
- E. Budget Work Session #1 - May 24, 2022

Vote: Voice vote showed: AYES: Mayor Betty Resch, Vice Mayor Christopher McVoy, and Commissioners Sarah Malega and Reinaldo Diaz. NAYS: None. ABSENT: Commissioner Kimberly Stokes.

CONSENT AGENDA: (1:28:462)

Action: Motion made by Commissioner Diaz and seconded by Vice Mayor McVoy to approve the Consent Agenda:

- A. Resolution No. 37-2022 - directing the development of a preliminary assessment roll for non-ad valorem assessments for lot clearing and boarding and securing costs

Vote: Voice vote showed: AYES: Mayor Betty Resch, Vice Mayor Christopher McVoy, and Commissioners Sarah Malega and Reinaldo Diaz. NAYS: None. ABSENT: Commissioner Kimberly Stokes.

PUBLIC HEARINGS: (1:28:57)

- A. Ordinance No. 2022-09 – Second Reading – amending the City’s Official Zoning Map by approving the creation of a Mixed Use Urban Planned Development (The Gulfstream Hotel) located primarily at 1 Lake Avenue (1:29:24)

City Attorney Torcivia read the ordinance by title only.

ORDINANCE NO. 2022-09 – AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING THE OFFICIAL ZONING MAP BY APPROVING THE CREATION OF A MIXED USE URBAN PLANNED DEVELOPMENT DISTRICT, LOCATED AT 1 LAKE AVENUE, 11 LAKE AVENUE, 12 S. LAKESIDE DRIVE, 14 S. LAKESIDE DR., 20 S. LAKESIDE DRIVE, 22 S. LAKESIDE DRIVE, AND 24 S. LAKESIDE DRIVE TO RENOVATE AN EXISTING 59,100 SQUARE FEET HOTEL BUILDING (90 HOTEL ROOMS), CONSTRUCT A REAR ADDITION OF 4,700 SQUARE FEET, AND CONSTRUCT A NEW MIXED-USE (HOTEL & MULTI-FAMILY) BUILDING WITH +/- 164,985 SQUARE FEET, INCLUDING A

MAXIMUM OF 85 RESIDENTIAL UNITS, 50 NEW HOTEL ROOMS AND A PARKING GARAGE (283 SPACES) AS MORE PARTICULARLY DESCRIBED IN EXHIBIT A, LOCATED WITHIN THE DOWNTOWN (DT) ZONING DISTRICT WITH A FUTURE LAND USE DESIGNATION OF DOWNTOWN MIXED USE (DMU) SUBJECT TO SPECIFIC DEVELOPMENT STANDARDS SET FORTH IN EXHIBIT B AND CONDITIONS OF APPROVAL SET FORTH IN EXHIBIT C; APPROVING A DEVELOPMENT OF SIGNIFICANT IMPACT; APPROVING A CONDITIONAL USE PERMIT; APPROVING DENSITY, INTENSITY AND HEIGHT BONUS INCENTIVES THROUGH THE CITY'S SUSTAINABLE BONUS INCENTIVE PROGRAM; APPROVING A MAJOR SITE PLAN FOR THE DEVELOPMENT OF A MIXED USE URBAN PLANNED DEVELOPMENT IN EXCESS OF 7,500 SQUARE FEET; PROVIDED FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE

Action: Motion made by Commissioner Malega and seconded by Vice Mayor McVoy to approve Ordinance No. 2022-09 amending the Official Zoning Map by approving the creation of a Mixed Use Urban Planned Development (The Gulfstream Hotel) located primarily at 1 Lake Avenue.

Vote: Voice vote showed: AYES: Mayor Betty Resch, Vice Mayor Christopher McVoy, and Commissioners Sarah Malega and Reinaldo Diaz. NAYS: None. ABSENT: Commissioner Kimberly Stokes.

- B. Ordinance 2022-06 - Second Reading - Consideration of an ordinance amending Chapter 23 "Land Development Regulations," Article 2 "Administration," Division 2 "Procedures," adding a new Section 23.3-20 "Applicant's Public Neighborhood Meeting and Outreach," providing for an applicant held public neighborhood meeting and virtual outreach (2:18:21)

City Attorney Torcivia read the ordinance by title only.

ORDINANCE 2022-06 – AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING CHAPTER 23 "LAND DEVELOPMENT REGULATIONS," ARTICLE 2 "ADMINISTRATION," DIVISION 2 "PROCEDURES," ADDING A NEW SECTION 23.2-20 "PUBLIC NEIGHBORHOOD MEETING," PROVIDING FOR A PUBLIC NEIGHBORHOOD MEETING TO BE HELD BY THE APPLICANT FOR DEVELOPMENT; AND PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION AND AN EFFECTIVE DATE

Action: Motion made by Commissioner Malega and seconded by Commissioner Diaz to approve Ordinance No. 2022-06 amending Chapter 23 "Land Development Regulations," Article 2 "Administration," Division 2 "Procedures," adding a new Section 23.3-20 "Applicant's Public Neighborhood Meeting and Outreach," providing for an applicant held public neighborhood meeting and virtual outreach.

Vote: Voice vote showed: AYES: Mayor Betty Resch, Vice Mayor Christopher McVoy, and Commissioners Sarah Malega and Reinaldo Diaz. NAYS: None. ABSENT: Commissioner Kimberly Stokes.

- C. Ordinance No. 2022-08 – First Reading – amending the City’s Official Zoning Map by approving a residential planned development, major site plan, conditional use permit and sustainable bonus requests for Detroit St/Buffalo St at 7 Detroit Street and 26 Buffalo Street to construct an approximately 3-story, 60-unit multi-family mid-rise residential structure (2:23:56)

City Attorney Torcivia read the ordinance by title only.

ORDINANCE NO. 2022-08 AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING THE OFFICIAL ZONING MAP BY APPROVING THE CREATION OF A RESIDENTIAL PLANNED DEVELOPMENT DISTRICT, LOCATED AT 7 DETROIT STREET AND 26 BUFFALO STREET TO CONSTRUCT AN APPROXIMATELY 3-STORY, 60-UNIT MULTI-FAMILY MID-RISE RESIDENTIAL DEVELOPMENT AS MORE PARTICULARLY DESCRIBED IN EXHIBIT A, LOCATED WITHIN THE MIXED USE-WEST (MU-W) ZONING DISTRICT WITH A FUTURE LAND USE DESIGNATION OF TRANSIT ORIENTED DEVELOPMENT (TOD) SUBJECT TO SPECIFIC DEVELOPMENT STANDARDS SET FORTH IN EXHIBIT B AND CONDITIONS OF APPROVAL SET FORTH IN EXHIBIT C; APPROVING A CONDITIONAL USE PERMIT; APPROVING HEIGHT BONUS INCENTIVE THROUGH THE CITY’S SUSTAINABLE BONUS INCENTIVE PROGRAM; APPROVING A MAJOR SITE PLAN FOR THE DEVELOPMENT OF A RESIDENTIAL PLANNED DEVELOPMENT; PROVIDED FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE

Action: Motion made by Commissioner Diaz and seconded by Commissioner Malega to approve Ordinance No. 2022-08 on first reading and set the second reading and public hearing for July 19, 2022 with an added condition for more trees in the parking lot.

Vote: Voice vote showed: AYES: Mayor Betty Resch, Vice Mayor Christopher McVoy, and Commissioners Sarah Malega and Reinaldo Diaz. NAYS: None. ABSENT: Commissioner Kimberly Stokes.

NEW BUSINESS: (2:49:45)

- A. Second amendment to the professional services agreement with NZ Consultants to allow for additional expenditure of funds for services (2:49:48)

Action: Motion made by Vice Mayor McVoy and seconded by Commissioner Diaz to approve the second amendment to the professional services agreement with NZ Consultants to allow for additional expenditure of funds for services.

Vote: Voice vote showed: AYES: Mayor Betty Resch, Vice Mayor Christopher McVoy, and Commissioners Sarah Malega and Reinaldo Diaz. NAYS: None. ABSENT: Commissioner Kimberly Stokes.

B. Community Development Block Grant Modification (2:54:25)

Action: Motion made by Vice Mayor McVoy and seconded by Commissioner Malega to approve the Community Development Block Grant Modification.

Vote: Voice vote showed: AYES: Mayor Betty Resch, Vice Mayor Christopher McVoy, and Commissioners Sarah Malega and Reinaldo Diaz. NAYS: None. ABSENT: Commissioner Kimberly Stokes.

C. Resolution No. 39-2022 – Fifth Capital Budget Amendment for FY 2022 to appropriate \$10,507 from Fund Balance (2:54:53)

City Attorney Torcivia did not read the resolution.

RESOLUTION NO. 39-2022, FIFTH CAPITAL APPROPRIATION RESOLUTION OF THE CITY OF LAKE WORTH BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, MAKING SEPARATE AND SEVERAL BUDGET AMENDMENTS AND CORRESPONDING APPROPRIATIONS FOR THE CITY'S NECESSARY CAPITAL EXPENSES, THE USES AND EXPENSES OF THE VARIOUS FUNDS AND DEPARTMENTS OF THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; AND PROVIDING FOR AN EFFECTIVE DATE

Action: Motion made by Vice Mayor McVoy and seconded by Commissioner Malega to approve Resolution No. 39-2022 – Fifth Capital Budget Amendment for FY 2022 to appropriate \$10,507 from Fund Balance.

Vote: Voice vote showed: AYES: Mayor Betty Resch, Vice Mayor Christopher McVoy, and Commissioners Sarah Malega and Reinaldo Diaz. NAYS: None. ABSENT: Commissioner Kimberly Stokes.

CITY ATTORNEY'S REPORT:

City Attorney Torcivia did not provide a report.

UPCOMING MEETINGS AND WORK SESSIONS:

June 28 - Utility @ 6 PM
June 29 - Pre-agenda Work Session @ 9 AM
July 5 - Regular @ 6 PM

Draft Agenda - July 5, 2022

ADJOURNMENT: (2:55:52)

Action: Motion made by Commissioner Malega and seconded by Vice Mayor McVoy to adjourn the meeting at 8:25 PM.

Vote: Voice vote showed: AYES: Mayor Betty Resch, Vice Mayor Christopher McVoy, and Commissioners Sarah Malega and Reinaldo Diaz. NAYS: None. ABSENT: Commissioner Kimberly Stokes.

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

Minutes approved July 19, 2022.

Item time stamps refer to the recording of the meeting which is available on YouTube.

MINUTES
CITY OF LAKE WORTH BEACH
SPECIAL CITY COMMISSION MEETING – ADVISORY BOARD APPOINTMENTS
CITY HALL COMMISSION CHAMBER
TUESDAY, JUNE 28, 2022 – 5:00 PM

The meeting was called to order by Mayor Resch on the above date at 5:09 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

ROLL CALL: (0:17) Present were Mayor Betty Resch; Vice Mayor Christopher McVoy and Commissioners Sarah Malega, Kimberly Stokes and Reinaldo Diaz. Also present were City Manager Carmen Davis and City Clerk Melissa Ann Coyne.

NEW BUSINESS: (0:43)

A. Advisory Board Appointments

1. Planning & Zoning Board (1:16)

Action: Motion made by Vice Mayor McVoy and seconded by Commissioner Diaz to appoint Alexander Cull, Evelin Urcuyo and Daniel Walesky to the Planning and Zoning Board.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor McVoy, and Commissioners Malega, Stokes and Diaz. NAYS: None.

2. Community Redevelopment Board (1:41)

Action: Motion made by Commissioner Stokes and seconded by Vice Mayor McVoy to appoint Anne Fairfax, Donna Kerner and Daniel Morgan to the Community Redevelopment Board.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor McVoy, and Commissioners Malega, Stokes and Diaz. NAYS: None.

3. Historic Resources Preservation Board (4:47)

Action: Motion made by Commissioner Malega and seconded by Vice Mayor McVoy to appoint Tricia Hallison-Mischler and Nadine Heitz to the Historic Resources Preservation Board.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor McVoy, and Commissioners Malega, Stokes and Diaz. NAYS: None.

4. Library Advisory Board (11:16)

Action: Motion made by Commissioner Malega and seconded by Vice Mayor McVoy to appoint Emily Abbott, Erika Gettig and Mary Lindsey to the Library Advisory Board.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor McVoy, and Commissioners Malega, Stokes and Diaz. NAYS: None.

5. C-51 Canal Advisory Board (12:00)

Action: Motion made by Vice Mayor McVoy and seconded by Commissioner Diaz to table appointments to the C-51 Advisory Board until the committee would be reconfigured.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor McVoy, and Commissioners Malega, Stokes and Diaz. NAYS: None.

6. City Tree Board (16:09)

Action: Motion made by Vice Mayor McVoy and seconded by Commissioner Stokes to appoint Diane Brown, Giovanna Dominguez Timor, and Ginny Powell to the City Tree Board.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor McVoy, and Commissioners Malega, Stokes and Diaz. NAYS: None.

7. Construction Board of Adjustments & Appeals (17:26)

Action: Motion made by Commissioner Malega and seconded by Vice Mayor McVoy to appoint the Edmund Deveaux, Thomas Forlenza, and Mark Szafaryn to the Construction Board of Adjustments & Appeals.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor McVoy, and Commissioners Malega, Stokes and Diaz. NAYS: None.

8. Electric Utility Advisory Board (18:52)

Action: Motion made by Vice Mayor McVoy and seconded by Commissioner Malega to appoint Eric Jeffers and Ramsay Stevens to the Electric Utility Advisory Board.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor McVoy, and Commissioners Malega, Stokes and Diaz. NAYS: None.

9. Finance Advisory Board (19:01)

Action: Motion made by Commissioner Malega and seconded by Vice Mayor McVoy to table appointments to the Finance Advisory Board until the board would be reconfigured.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor McVoy, and Commissioners Malega, Stokes and Diaz. NAYS: None.

10. Recreation Advisory Board (30:31)

Action: Motion made by Commissioner Malega and seconded Commissioner Diaz to appoint Danielle Hartman, Tiffany Kapner and Theodore McMorrough to the Recreation Advisory Board.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor McVoy, and Commissioners Malega, Stokes and Diaz. NAYS: None.

11. Police Retirement System (30:56)

Action: Motion made by Commissioner Malega and seconded by Commissioner Stokes to appoint Lonney Moral to the Police Retirement System.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor McVoy, and Commissioners Malega, Stokes and Diaz. NAYS: None.

12. Firefighters Pension Board (31:12)

Action: Motion made by Commissioner Malega and seconded by Commissioner Diaz to appoint Valerie Hurley and Theodore McMurrough to the Firefighters Pension Board.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor McVoy, and Commissioners Malega, Stokes and Diaz. NAYS: None.

13. Employees Retirement System (33:47)

Action: Motion made by Vice Mayor McVoy and seconded by Commissioner Malega to appoint Wayne Lewis to the Employees Retirement System.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor McVoy, and Commissioners Malega, Stokes and Diaz. NAYS: None.

ADJOURNMENT: (36:10)

Action: Motion made by Commissioner Stokes and seconded by Commissioner Malega to adjourn the meeting at 5:45 PM.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor McVoy, and Commissioners Stokes and Diaz. NAYS: None.

ATTEST:

Betty Resch, Mayor

Melissa Ann Coyne, City Clerk

Minutes approved July 19, 2022.

Item time stamps refer to the recording of the meeting which is available on YouTube.

**MINUTES
CITY OF LAKE WORTH BEACH
CITY COMMISSION PRE-AGENDA WORK SESSION
CITY HALL COMMISSION CHAMBER
WEDNESDAY, JUNE 29, 2022 - 9:00 AM**

The meeting was called to order by Mayor Resch on the above date at 9:02 AM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

ROLL CALL: (2:37) Present were Mayor Betty Resch; Vice Mayor Christopher McVoy, Commissioners Sarah Malega, Kimberly Stokes, and Reinaldo Diaz. Also present were City Manager Carmen Davis, City Attorney Elizabeth Lenihan, and City Clerk Melissa Ann Coyne.

UPDATES / FUTURE ACTION / DIRECTION

Action: Consensus for legal to prepare an ordinance banning cigarette smoking at city parks and beaches and Public Works to develop a plan for artistic signage. (5:14)

Mayor Resch passed the gavel and left the meeting at 9:10 AM.

Action: Consensus to look into a declaration recognizing the housing crisis, examining the data that FAU provided to Miami Dade. (27:59)

Action: Consensus to re-advertise for advisory boards that need members. (41:30)

ADJOURNMENT: (1:03:25)

The meeting adjourned at 10:04 AM.

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

Minutes Approved: July 19, 2022

Item time stamps refer to the recording of the meeting which is available on YouTube.

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: July 19, 2022

DEPARTMENT: Human Resources

TITLE:

Standard Insurance Policies for FY 2022/23 Employee Health and Welfare Benefits

SUMMARY:

These Policies authorize the following:

1. CIGNA to provide Health and Dental Insurance
2. EyeMed to provide Vision Insurance
3. New York Life to provide Life and AD&D Insurance
4. CIGNA to provide EAP Services
5. Benefits Workshop to provide COBRA Administrative Services
6. New York Life to provide Voluntary Supplemental Insurance.

BACKGROUND AND JUSTIFICATION:

Our Benefits Broker of Record, The Gehring Group, conducts the negotiation of the City's standard employee health and welfare insurance policies. Our current health insurance carrier, CIGNA, has agreed to offer the City the opportunity to continue with identical employee health and dental benefit plans from our current fiscal year into our next fiscal year at a zero percent increase. Following the uncertainty that COVID-19 has brought to the health insurance market and several years of significant premium increases caused by a high claims experience, continuation of these plans for the coming fiscal year is the most prudent course of action for the City.

MOTION:

Move to approve/disapprove the following insurance policies:

1. CIGNA to provide Health and Dental Insurance
2. EyeMed to provide Vision Insurance
3. New York Life to provide Life and AD&D Insurance
4. CIGNA to provide EAP Services
5. Benefits Workshop to provide COBRA Administrative Services
6. New York Life to provide Voluntary Supplemental Insurance

ATTACHMENT(S):

Fiscal Impact Analysis
Employee Benefits Executive Cost Summary
Medical Dental Renewal Evaluation

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	0	0	0	0	0
Operating Expenditures	0	3,890,689	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	0	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

Account Number	Department Name	Division Name	Account Description	Project Number	FY23 Budget	Current Balance	Budget Transfer	Agenda Expenditure	Balance
540-1320-513.23-30	Human Resources	Benefits	Life & Health Insurance/PPO EE	N/A	\$3,890,689	\$3,890,689	0	\$3,890,689	0

City of Lake Worth Beach
Employee Benefits Executive Summary

Effective Date: October 1, 2022

Enrollment and Benefit Volume as of June 1, 2022



	CURRENT				RENEWAL				2022-2023		
	Total	Employer	ER%	Employee	Total	Employer	ER%	Employee	Employer	Employee	EE Chg Amt
MEDICAL	2021-2022				2022-2023				2022-2023		
OAPIN	CIGNA				CIGNA				Per Pay (24)		
Employee Only 216	\$769.76	\$769.76	100%	\$0.00	\$769.77	\$769.77	100%	\$0.00	\$384.89	\$0.00	\$0.00
Employee + Spouse 39	\$1,590.45	\$1,308.91	82%	\$281.54	\$1,590.45	\$1,308.91	82%	\$281.54	\$654.46	\$140.77	\$0.00
Employee + Child(ren) 27	\$1,444.73	\$1,213.40	84%	\$231.33	\$1,444.73	\$1,213.40	84%	\$231.33	\$606.70	\$115.67	\$0.00
Employee + Family 34	\$2,403.47	\$1,831.23	76%	\$572.24	\$2,403.47	\$1,831.23	76%	\$572.24	\$915.62	\$286.12	\$0.00
Annual Premium 316	\$4,188,257	\$3,748,071		\$440,186	\$4,188,283	\$3,748,097		\$440,186			
\$ Increase / Decrease	-	-		-	\$26	\$26		\$0			
% Increase / Decrease	-	-		-	0.0%	0.0%		0.0%			
DENTAL	2021-2022				2022-2023				2022-2023		
DPPO	CIGNA				CIGNA				Per Pay (24)		
Employee Only 131	\$29.20	\$17.75	61%	\$11.45	\$29.96	\$18.22	61%	\$11.74	\$9.11	\$5.87	\$0.15
Employee + Spouse 45	\$53.90	\$18.97	35%	\$34.93	\$55.30	\$19.46	35%	\$35.84	\$9.73	\$17.92	\$0.46
Employee + Child(ren) 18	\$73.35	\$19.98	27%	\$53.37	\$75.25	\$20.49	27%	\$54.76	\$10.25	\$27.38	\$0.70
Employee + Family 24	\$112.36	\$21.92	20%	\$90.44	\$115.27	\$22.49	20%	\$92.78	\$11.25	\$46.39	\$1.17
DHMO-P4XV0	CIGNA				CIGNA				Per Pay (24)		
Employee Only 74	\$17.84	\$17.84	100%	\$0.00	\$18.38	\$18.38	100%	\$0.00	\$9.19	\$0.00	\$0.00
Employee + Spouse 16	\$32.78	\$21.44	65%	\$11.34	\$33.77	\$22.09	65%	\$11.68	\$11.05	\$5.84	\$0.17
Employee + Child(ren) 10	\$40.19	\$23.53	59%	\$16.66	\$41.40	\$24.24	59%	\$17.16	\$12.12	\$8.58	\$0.25
Employee + Family 15	\$59.03	\$29.55	50%	\$29.48	\$60.81	\$30.45	50%	\$30.36	\$15.23	\$15.18	\$0.44
Annual Premium 333	\$160,796	\$76,876		\$83,919	\$165,130	\$79,006		\$86,124			
\$ Increase / Decrease	-	-		-	\$4,334	\$2,129		\$2,205			
% Increase / Decrease	-	-		-	2.7%	2.8%		2.6%			
Rate Guarantee	Expires 9/30/2022				Expires 9/30/2023						
VISION	2021-2022				2022-2023				2022-2023		
Plan 150	EyeMed				EyeMed				Per Pay (24)		
Employee Only 202	\$5.70	\$5.70	100%	\$0.00	\$5.70	\$5.70	100%	\$0.00	\$2.85	\$0.00	\$0.00
Employee + Spouse 59	\$11.42	\$5.70	50%	\$5.72	\$11.42	\$5.70	50%	\$5.72	\$2.85	\$2.86	\$0.00
Employee + Child(ren) 28	\$9.67	\$5.70	59%	\$3.97	\$9.67	\$5.70	59%	\$3.97	\$2.85	\$1.99	\$0.00
Employee + Family 35	\$15.96	\$5.70	36%	\$10.26	\$15.96	\$5.70	36%	\$10.26	\$2.85	\$5.13	\$0.00
Annual Premium 324	\$31,854	\$22,162		\$9,693	\$31,854	\$22,162		\$9,693			
\$ Increase / Decrease	-	-		-	\$0	\$0		\$0			
% Increase / Decrease	-	-		-	0.0%	0.0%		0.0%			
Rate Guarantee	Expires 9/30/2025				Expires 9/30/2025						
EMPLOYEE ASSISTANCE PROGRAM	2021-2022				2022-2023				2022-2023		
EAP	CIGNA				CIGNA				Per Pay (24)		
Per Employee Per Month 347	\$1.62	\$1.62	100%	\$0.00	\$1.66	\$1.66	100%	\$0.00	\$0.83	\$0.00	\$0.00
Annual Premium	\$6,746	\$6,746		\$0	\$6,912	\$6,912		\$0			
\$ Increase / Decrease	-	-		-	\$167	\$167		\$0			
% Increase / Decrease	-	-		-	2.5%	2.5%		0.0%			
Rate Guarantee	Expires 9/30/2022				Expires 9/30/2024						

City of Lake Worth Beach
Employee Benefits Executive Summary

Effective Date: October 1, 2022

Enrollment and Benefit Volume as of June 1, 2022



	CURRENT				RENEWAL				2022-2023		
	2021-2022				2022-2023						
LIFE/AD&D	Total	Employer	ER%	Employee	Total	Employer	ER%	Employee			
Life / AD&D	New York Life				New York Life						
Benefits Volume	\$22,124,250	\$10,928,000		\$11,196,250	\$22,124,250	\$10,928,000		\$11,196,250			
Life Per \$1,000	\$0.200	\$0.200		Age Band	\$0.200	\$0.200		Age Band			
AD&D Per \$1,000	\$0.050	\$0.020		\$0.030	\$0.050	\$0.020		\$0.030			
Spouse / DP Per \$1,000	\$0.000	\$0.000		Age Band	\$0.000	\$0.000		Age Band			
Child Per \$1,000 41	\$0.100	\$0.000		\$0.100	\$0.100	\$0.000		\$0.100			
Retiree Per \$1,000	\$0.200	\$0.200		Age Band	\$0.200	\$0.200		Age Band			
Annual Premium	\$115,650	\$28,632		\$87,018	\$115,650	\$28,632		\$87,018			
\$ Increase / Decrease	-	-		-	\$0	\$0		\$0			
% Increase / Decrease	-	-		-	0.0%	0.0%		0.0%			
Rate Guarantee	Expires 9/30/2023				Expires 9/30/2023						
DISABILITY	Total	Employer	ER%	Employee	Total	Employer	ER%	Employee			
Long-Term / Short-Term Disability	New York Life				New York Life						
Benefits Volume	\$426,195	\$0		\$426,195	\$426,195	\$0		\$426,195			
LTD Per \$100 of Covered Payroll	\$1.450	\$0.000	0%	\$1.450	\$1.450	\$0.000	0%	\$1.450			
Benefits Volume	\$81,517	\$0		\$81,517	\$81,517	\$0		\$81,517			
STD Per \$10 Per Weekly Benefit	\$0.340	\$0.000	0%	\$0.340	\$0.340	\$0.000	0%	\$0.340			
Annual Premium	\$107,417	\$0		\$107,417	\$107,417	\$0		\$107,417			
\$ Increase / Decrease	-	-		-	\$0	\$0		\$0			
% Increase / Decrease	-	-		-	0.0%	0.0%		0.0%			
Rate Guarantee	Expires 9/30/2023				Expires 9/30/2023						
FLEXIBLE SPENDING ACCOUNTS	Total	Employer	ER%	Employee	Total	Employer	ER%	Employee	Employer	Employee	EE Chg Amt
FSA Administration	Benefits Workshop				Benefits Workshop				Per Pay (24)		
Per Employee Per Month 50	\$5.00	\$5.00	100%	\$0.00	\$5.00	\$5.00	100%	\$0.00	\$2.50	\$0.00	\$0.00
Annual Premium	\$3,000	\$3,000		\$0	\$3,000	\$3,000		\$0			
\$ Increase / Decrease	-	-		-	\$0	\$0		\$0			
% Increase / Decrease	-	-		-	0.0%	0.0%		0.0%			
Rate Guarantee	Life of the Contract				Life of the Contract						
COBRA Administration	Total	Employer	ER%	Employee	Total	Employer	ER%	Employee	Employer	Employee	EE Chg Amt
	Benefits Workshop				Benefits Workshop				Per Pay (24)		
Flat Rate Per Month	\$240.00	\$240.00	100%	\$0.00	\$240.00	\$240.00	100%	\$0.00	\$120.00	\$0.00	\$0.00
Annual Premium	\$2,880	\$2,880		\$0	\$2,880	\$2,880		\$0			
\$ Increase / Decrease	-	-		-	\$0	\$0		\$0			
% Increase / Decrease	-	-		-	0.0%	0.0%		0.0%			
Rate Guarantee	Life of the Contract				Life of the Contract						
Monthly Premium	\$384,717	\$324,031		\$60,686	\$385,094	\$324,224		\$60,870			
Annual Premium	\$4,616,600	\$3,888,367		\$728,233	\$4,621,127	\$3,890,689		\$730,438			
\$ Increase / Decrease	-	-		-	\$4,527	\$2,322		\$2,205			
% Increase / Decrease	-	-		-	0.1%	0.1%		0.3%			

City of Lake Worth Beach
Medical Evaluation
Effective Date: October 1, 2022



Fully Insured
2022-2023

	2021-2022	Fully Insured 2022-2023
Schedule of Benefits	Cigna OAPIN	Cigna OAPIN
Deductible (Calendar Year)	In-Network Only	In-Network Only
Single	\$2,000	\$2,000
Family	\$4,000	\$4,000
Out-of-Pocket Maximum		
Single	\$7,150	\$7,150
Family	\$14,300	\$14,300
Coinsurance	20%	20%
Office Visits		
Primary Care Office Visit	\$35	\$35
Preventive Care	\$0	\$0
Specialist Office Visit	\$70	\$70
Telehealth Services	\$35	\$35
Non Hospital Services		
Independent Clinical Lab	20% after CYD	20% after CYD
X-Ray	20% after CYD	20% after CYD
Advanced Imaging (CT/PET, MRI)	\$500	\$500
Urgent Care Center	\$60	\$60
Outpatient Surgery in Surgical Center	20% after CYD	20% after CYD
Physician Services in Surgical Center	20% after CYD	20% after CYD
Hospital Services		
Inpatient Hospital	20% after CYD	20% after CYD
Outpatient Hospital	20% after CYD	20% after CYD
Physician Services at Hospital	20% after CYD	20% after CYD
Emergency Room	\$350 after CYD	\$350 after CYD
Mental Health / Substance Abuse		
Inpatient Hospital	20% after CYD	20% after CYD
Outpatient Facility	20% after CYD	20% after CYD
Outpatient Office Visit	\$70	\$70
Prescriptions		
Tier 1 – Generic	\$20	\$20
Tier 2 – Preferred Brand Name	\$50	\$50
Tier 3 – Non-Preferred Brand Name	\$100	\$100
Tier 4 – Specialty	\$20 / \$50 / \$100	\$20 / \$50 / \$100
90-Day Supply - Mail Order/Retail	\$50 / \$125 / \$250	\$50 / \$125 / \$250
Monthly Rates	Minimum Premium Rates	Fully Insured Rates
Employee Only 216	\$769.76	\$769.77
Employee + Spouse 39	\$1,590.45	\$1,590.45
Employee + Child(ren) 27	\$1,444.73	\$1,444.73
Employee + Family 34	\$2,403.47	\$2,403.47
Monthly Premium 316	\$349,021	\$349,024
Annual Premium	\$4,188,257	\$4,188,283
\$ Increase / Decrease	-	\$26
% Increase / Decrease	-	0.0%

Enrollment as of June 1, 2022

City of Lake Worth Beach
Dental Evaluation - DPPO
Effective Date: October 1, 2022



Schedule of Benefits	2021-2022		2022-2023	
	Cigna Total DPPO		Cigna Total DPPO	
Plan Basics	In-Network	Out-of-Network	In-Network	Out-of-Network
Deductible Type	Calendar Year		Calendar Year	
Benefit Maximum	\$1,000		\$1,000	
Class Expenses Apply to Benefit Max	Class I, II, III & IX		Class I, II, III & IX	
Deductible				
Single	\$50	\$50	\$50	\$50
Family	\$150	\$150	\$150	\$150
Benefits				
Class I – Diagnostic & Preventive				
Routine Oral Exam (2 Per Year)				
Routine Cleanings (2 Per Year)	100%	100%	100%	100%
Bitewing X-rays (2 Per Year)	No Deductible	No Deductible	No Deductible	No Deductible
Complete X-rays (1 Set Every 3 Years)				
Class II – Basic Restorative				
Fillings				
Extractions	80%	80%	80%	80%
Oral Surgery	After Deductible	After Deductible	After Deductible	After Deductible
Anesthesia				
Class III – Major Restorative				
Endodontics/Root Canal Therapy				
Periodontal				
Crowns	50%	50%	50%	50%
Bridges	After Deductible	After Deductible	After Deductible	After Deductible
Dentures				
Class IV – Orthodontia				
Benefit - Child to Age 19	50%	50%	50%	50%
Orthodontia Lifetime Max	No Deductible	No Deductible	No Deductible	No Deductible
	\$1,500		\$1,500	
Class IX – Implants				
Implants	50%	50%	50%	50%
	After Deductible	After Deductible	After Deductible	After Deductible
Service Information				
Out of Network Benefits Payable Level	90th Percentile		90th Percentile	
Waiting Period	None		None	
Late Entrant	Payments Reduced by 50% Class III, IV and IX for 12 Months		Payments Reduced by 50% Class III, IV and IX for 12 Months	
Rate Guarantee	9/30/2022		9/30/2023	
Monthly Rates				
Employee Only	131	\$29.20		\$29.96
Employee + Spouse	45	\$53.90		\$55.30
Employee + Child(ren)	18	\$73.35		\$75.25
Employee + Family	24	\$112.36		\$115.27
Monthly Premium	218	\$10,268		\$10,534
Annual Premium		\$123,212		\$126,411
\$ Increase / Decrease		-		\$3,199
% Increase / Decrease		-		2.6%

Enrollment as of June 1, 2022

City of Lake Worth Beach
Dental Evaluation - DHMO
Effective Date: October 1, 2022



		2021-2022	2022-2023
Schedule of Benefits		Cigna P4XVO	Cigna P4XVO
Plan Basics		In-Network	In-Network
Network		Cigna Dental Care Access	Cigna Dental Care Access Plus
Deductible		Does Not Apply	Does Not Apply
Benefit Maximum		Does Not Apply	Does Not Apply
Class Expenses Apply to Benefit Max		Does Not Apply	Does Not Apply
Benefits			
Diagnostic & Preventive			
Office Visit		\$5	\$5
Routine Oral Exam (2 Per Year)	0120	\$0	\$0
Routine Cleanings (2 Per Year)	1110	\$0	\$0
Bitewing X-rays (2 Per Year)	0270	\$0	\$0
Complete X-rays	0210	\$0	\$0
Fluoride Treatments to Age 16 (2 Per Year)	1206	\$0	\$0
Sealant per tooth	1351	\$7	\$7
Palliative (emergency) treatment of dental pain, minor procedure	9110	\$3	\$3
Basic Restorative			
Fillings (Amalgam, 3 Surface)	2160	\$0	\$0
Fillings (Resin, 3 Surface Anterior)	2332	\$0	\$0
Fillings (Resin, 3 Surface Posterior)	2393	\$65	\$65
Simple Extractions	7140	\$3	\$3
Endodontic Therapy (Root Canal) - Molar, Excluding Final Restoration	3330	\$195	\$195
Major Restorative			
Bridges	6242	\$130	\$130
Crowns (Porcelain Fused to Metal)	2750	\$130	\$130
Dentures	5110	\$135	\$135
Orthodontia ¹			
Treatment Benefit - Child	8670	\$1,224	\$1,224
Treatment Benefit - Adult	8670	\$1,728	\$1,728
Rate Guarantee		9/30/2022	9/30/2023
Monthly Rates			
Employee Only	74	\$17.84	\$18.38
Employee + Spouse	16	\$32.78	\$33.77
Employee + Child(ren)	10	\$40.19	\$41.40
Employee + Family	15	\$59.03	\$60.81
Monthly Premium	115	\$3,132	\$3,227
Annual Premium		\$37,584	\$38,719
\$ Increase / Decrease		-	\$1,135
% Increase / Decrease		-	3.0%

¹ Orthodontia Treatment Code represent a typical orthodontia treatment. Actual cost may vary by individual.

City of Lake Worth Beach
Vision Evaluation
Effective Date: October 1, 2022



2022-2023

Schedule of Benefits		EyeMed	
Network		InSight	
Exam Services		In-Network	Out-of-Network
Eye Exam		\$10	Up to \$40
Retinal Screening		Up to \$39	Not Covered
Contact Lens Exam (Standard Fit / Follow-up)		Up to \$40	Not Covered
Frequency of Services			
Examination		12 Months	
Lenses		12 Months	
Frames		24 Months	
Contact Lenses		12 Months	
Lenses			
Single		\$25	Up to \$30
Bifocal		\$25	Up to \$50
Trifocal		\$25	Up to \$70
Lenticular		\$25	Up to \$70
Standard Progressive		\$90	Up to \$50
Polycarbonate		\$40	Not Covered
Frames			
Retail		\$150 Allowance, then 20% off balance	Up to \$105
Contact Lenses		In lieu of eyeglass lenses and frames	
Conventional		\$150 Allowance, then 15% off balance	Up to \$150
Disposable		\$150 Allowance	Up to \$150
Medically Necessary		\$0	Up to \$210
Rate Guarantee		9/30/2025	
Monthly Rates			
Employee Only	202	\$5.70	
Employee + Spouse	59	\$11.42	
Employee + Child(ren)	28	\$9.67	
Employee + Family	35	\$15.96	
Monthly Premium	324	\$2,655	
Annual Premium		\$31,854	
\$ Increase / Decrease		-	
% Increase / Decrease		-	

Enrollment as of June 1, 2022

City of Lake Worth Beach
Employee Assistance Program Evaluation
Effective Date: October 1, 2022



	2021-2022	2022-2023
EAP	Cigna	Cigna
Features		
Eligibility	All Active Eligible Employees and Dependents	All Active Eligible Employees and Dependents
Number of Sessions per Employee or Member	3 per year per issue	3 per year per issue
Training Hours: Manager, Supervisor, and/or Employee	3 Hours Additional Trainings - \$255 per hour	3 Hours Additional Trainings - \$255 per hour
Frequency of Reporting	Quarterly	Quarterly
Management/Formal Referrals	Included	Included
Counselors Available 24/7	Included	Included
Telephonic Management / Supervisor Consultation	Included	Included
Mobile App	Included	Included
Work Life Support (i.e., child / elder care, convenience svcs)	Included	Included
Legal Services	30-Minute Consultation, telephone or face-to-face	30-Minute Consultation, telephone or face-to-face
Financial Services	30-Minute Consultation, telephone	30-Minute Consultation, telephone
ID Theft Services	60-minute consultation with a fraud resolution specialist	60-minute consultation with a fraud resolution specialist
Rate Guarantee	9/30/2022	9/30/2024
Monthly Rates		
Per Employee Per Month 347	\$1.62	\$1.66
Monthly Premium	\$562	\$576
Annual Premium	\$6,746	\$6,912
\$ Increase / Decrease	-	\$167
% Increase / Decrease	-	2.5%

Enrollment as of June 1, 2022

City of Lake Worth Beach
Basic Life and AD&D Evaluation
Effective Date: October 1, 2022



2022-2023

New York Life	
Life and AD&D Benefit	
Eligibility	<p>Class 1: All employees working 30 hours a week designated as Mayor, Commissioner, Director, Assistant Director, City Manager, Assistant City Manager, City Clerk, Deputy Clerk, Building Official or Internal Auditor</p> <p>Class 2: All other employees working 30 hours not designated in Class 1</p> <p>Class 3: Retirees</p>
Basic Term Life	<p>Class 1: 1x Salary Up to \$300,000</p> <p>Class 2: \$25,000</p> <p>Class 3: \$2,000</p>
Basic AD&D (Class 1 and 2)	Equal to Life Benefit
Features	
Waiver of Premium	Included for Class 1 & Class 2
Age Reduction (Class 1 and 2)	<p>Age 65 to 65%</p> <p>Age 70 to 50%</p> <p>Age 75 to 25%</p>
Accelerated Death Benefit	50% up to Maximum Benefit
Rate Guarantee	9/30/2023
Monthly Rates	
Basic Term Life Rate / \$1,000	\$0.200
AD&D Rate / \$1,000	\$0.020
Total Life AD&D Rate / \$1,000	\$0.220
Estimated Volume	\$10,020,000
Monthly Premium	\$2,204
Annual Premium	\$26,453
\$ Increase / Decrease	-
% Increase / Decrease	-
Retiree Term Life Rate / \$1,000	\$0.200
Estimated Volume	\$908,000
Monthly Premium	\$182
Annual Premium	\$2,179
\$ Increase / Decrease	-
% Increase / Decrease	-
Monthly Premium	\$2,386
Annual Premium	\$28,632
\$ Increase / Decrease	-
% Increase / Decrease	-

Volume as of June 1, 2022

City of Lake Worth Beach
Voluntary Life/AD&D Evaluation
Effective Date: October 1, 2022



2022-2023

		New York Life	
Benefit			
Employee (Class 1 & 2)		Increments of \$10,000 to a max of \$300,000	
Spouse/Domestic Partner		Increments of \$5,000 to max of \$100,000 not to exceed 50% of Employee life amount	
Child(ren)		\$10,000 \$500 (birth to 6 months)	
Retiree (Class 3)		Less than age 45 \$13,000 Age 45 but less than 70 \$13,000 Age 70 but less than 75 \$7,500 Age 75 and over \$3,750	
AD&D Coverage		Class 1 & 2: Equal to Life Benefit Class 3: Not Included	
Guarantee Issue			
Employee		\$100,000	
Spouse/Domestic Partner		\$30,000	
Child(ren)		\$10,000	
Retiree		Eligible Benefit Amount	
Rate Guarantee		9/30/2023	
Age Bracket - Rate Per \$1,000		Employee (Class 1 & 2)/Spouse	Retirees (Class 3)
<25		\$0.110	\$0.630
25 - 29		\$0.150	\$0.630
30 - 34		\$0.160	\$0.630
35 - 39		\$0.200	\$0.630
40 - 44		\$0.260	\$0.630
45 - 49		\$0.390	\$0.630
50 - 54		\$0.620	\$0.990
55 - 59		\$1.090	\$1.590
60 - 64		\$1.700	\$2.120
65 - 69		\$2.790	\$3.260
70 - 74		\$6.260	\$4.430
75 - 79		\$6.260	\$7.110
80 - 84		\$6.260	\$10.910
85 - 89		\$6.260	\$16.730
90 - 94		\$6.260	\$25.650
95 - 99		\$6.260	\$59.870
Child(ren)		\$0.100	N/A
AD&D		\$0.030	N/A

City of Lake Worth Beach

Retiree Voluntary Life Monthly Rates

Effective Date: October 1, 2021 - September 30, 2023



Class 3		Employees who retired prior to July 1, 1992				Employees who retired on or after to July 1, 1992			
Age as of January 1	Rate Per \$1,000	Age 45 but less		Age 70 but less		Age 45 but less		Age 70 but less	
		Less than age 45 \$13,000	than 70 \$13,000	than 75 \$8,000	Age 75 and over \$5,500	Less than age 45 \$13,000	than 70 \$13,000	than 75 \$7,500	Age 75 and over \$3,750
<20	\$0.63	\$8.19	\$8.19	\$5.04	\$3.47	\$8.19	\$8.19	\$4.73	\$2.36
20-24	\$0.63	\$8.19	\$8.19	\$5.04	\$3.47	\$8.19	\$8.19	\$4.73	\$2.36
25-29	\$0.63	\$8.19	\$8.19	\$5.04	\$3.47	\$8.19	\$8.19	\$4.73	\$2.36
30-34	\$0.63	\$8.19	\$8.19	\$5.04	\$3.47	\$8.19	\$8.19	\$4.73	\$2.36
35-39	\$0.63	\$8.19	\$8.19	\$5.04	\$3.47	\$8.19	\$8.19	\$4.73	\$2.36
40-44	\$0.63	\$8.19	\$8.19	\$5.04	\$3.47	\$8.19	\$8.19	\$4.73	\$2.36
45-49	\$0.63	\$8.19	\$8.19	\$5.04	\$3.47	\$8.19	\$8.19	\$4.73	\$2.36
50-54	\$0.99	\$12.87	\$12.87	\$7.92	\$5.45	\$12.87	\$12.87	\$7.43	\$3.71
55-59	\$1.59	\$20.67	\$20.67	\$12.72	\$8.75	\$20.67	\$20.67	\$11.93	\$5.96
60-64	\$2.12	\$27.56	\$27.56	\$16.96	\$11.66	\$27.56	\$27.56	\$15.90	\$7.95
65-69	\$3.26	\$42.38	\$42.38	\$26.08	\$17.93	\$42.38	\$42.38	\$24.45	\$12.23
70-74	\$4.43	\$57.59	\$57.59	\$35.44	\$24.37	\$57.59	\$57.59	\$33.23	\$16.61
75-79	\$7.11	\$92.43	\$92.43	\$56.88	\$39.11	\$92.43	\$92.43	\$53.33	\$26.66
80-84	\$10.91	\$141.83	\$141.83	\$87.28	\$60.01	\$141.83	\$141.83	\$81.83	\$40.91
85-89	\$16.73	\$217.49	\$217.49	\$133.84	\$92.02	\$217.49	\$217.49	\$125.48	\$62.74
90-94	\$25.65	\$333.45	\$333.45	\$205.20	\$141.08	\$333.45	\$333.45	\$192.38	\$96.19
95-99	\$59.87	\$778.31	\$778.31	\$478.96	\$329.29	\$778.31	\$778.31	\$449.03	\$224.51

City of Lake Worth Beach
Short Term Disability Evaluation
Effective Date: October 1, 2022



2022-2023

	New York Life
Features	
Eligibility	<p>Class 1: All employees working 30 hours a week designated as Mayor, Commissioner, Director, Assistant Director, City Manager, Assistant City Manager, City Clerk, Deputy Clerk, Building Official or Internal Auditor</p> <p>Class 2: All other employees working 30 hours not designated in Class 1</p>
Benefit	60% weekly earnings
Minimum Weekly Benefit	\$25
Maximum Weekly Benefit	<p>Class 1: \$2,000</p> <p>Class 2: \$1,000</p>
Elimination Period Accident/Sickness	14 Days
Duration of Benefit	13 Weeks
Pre-Existing Condition Limitation	3 / 12
Rate Guarantee	9/30/2023
Basic Rate / \$10 Weekly Benefit	\$0.340
Estimated Basic Volume	\$81,517
Monthly Premium	\$2,772
Annual Premium	\$33,259
\$ Increase / Decrease	-
% Increase / Decrease	-

Volume as of June 1, 2022

City of Lake Worth Beach
Long Term Disability Evaluation
Effective Date: October 1, 2022



2022-2023

New York Life	
Features	
Eligibility	Full-time Employees of the Employer regularly working a minimum of 30 hours per week
Benefit	60% of covered earnings
Minimum Monthly Benefit	\$100
Maximum Monthly Benefit	\$5,000
Own Occupation Period	24 months
Elimination Period	90 days
Duration of Benefit	SSNRA
Pre-existing Condition	3 / 12
Mental Illness, Alcoholism & Drug Abuse Limitation	24 months
Survivor Benefit	Included (3 months)
Rate Guarantee	9/30/2023
Rate / \$100 Covered Payroll	\$1.450
Estimated Volume	\$426,195
Monthly Premium	\$6,180
Annual Premium	\$74,158
\$ Increase / Decrease	-
% Increase / Decrease	-

Volume as of June 1, 2022

City of Lake Worth Beach
Worksite Evaluation - Accident
Effective Date: October 1, 2022



Current

Accident AI960776			Cigna					
Schedule of Benefits			Plan 1		Plan 2			
Plan Coverage			24 Hour		24 Hour			
Accidental Death			EE, SP, CH (100%): Loss of Life: \$25,000 - \$75,000		EE, SP, CH (100%): Loss of Life: \$25,000 - \$75,000			
Dismemberment			\$1,000 - \$20,000		\$2,000 - \$30,000			
Wellness Benefit			\$50 (1 per year)		\$50 (1 per year)			
Emergency Room			\$100		\$200			
Ambulance (Ground/Air)			\$300 / \$1,200		\$400 / \$1,600			
Physician Office Initial Visit			\$50		\$100			
Diagnostic Testing			\$10		\$50			
Hospital Admission			\$500		\$1,000			
Hospital Intensive Care (ICU)			\$200		\$400			
Lacerations			\$50 - \$400		\$100 - \$600			
Accident Follow Up treatment			\$25		\$50			
Physical Therapy			\$25		\$50			
Covered Surgically Repaired Fracture			\$100 - \$4,000		\$200 - \$8,000			
Covered Non-surgically Repaired Fracture			\$50 - \$2,000		\$100 - \$4,000			
Covered Surgically Repaired Dislocation			\$100 - \$4,000		\$200 - \$6,000			
Covered Non-surgically Repaired Dislocation			\$50 - \$2,000		\$100 - \$3,000			
Premium Rates			#1	#2	Monthly	Per Pay (24)	Monthly	Per Pay (24)
Employee Only	18	6	\$11.42		\$5.71		\$19.90	\$9.95
Employee + Spouse	5	2	\$18.20		\$9.10		\$30.86	\$15.43
Employee + Child(ren)	0	7	\$20.52		\$10.26		\$35.24	\$17.62
Employee + Family	5	7	\$27.30		\$13.65		\$46.20	\$23.10
Monthly Premium	50		\$433			\$751		
Annual Premium						\$14,211		
\$ Increase / Decrease						-		
% Increase / Decrease						-		
Rate Guarantee						9/30/2025		
Portability						Yes		
Product Type						Group		
Participation Requirement						N/A		

Enrollment as of June 1, 2022

City of Lake Worth Beach
Worksite Evaluation - Hospital
Effective Date: October 1, 2022



Current

Hospital Care HC960269			Cigna					
Schedule of Benefits			Plan 2		Plan 1			
Pre-existing Condition Limitation			None		None			
Waiver of Premium			No		No			
Wellness Benefit			\$50 (1 per year)		\$50 (1 per year)			
Hospital Admission (per admission)			\$500 (1x every 90 days)		\$1,000 (1x every 90 days)			
Hospital Confinement			\$100/day up to 30 days (1x every 90 days)		\$100/day up to 30 days (1x every 90 days)			
Hospital Intensive Care (ICU)			\$200/day up to 30 days (1x every 90 days)		\$200/day up to 30 days (1x every 90 days)			
Hospital Observation			\$100 per 24-hour period (up to 72 hours)		\$100 per 24-hour period (up to 72 hours)			
Hospital Chronic Condition (per admission)			\$50 (1x every 90 days)		\$50 (1x every 90 days)			
Premium Rates			#2	#1	Monthly	Per Pay (24)	Monthly	Per Pay (24)
Employee Only			7	7	\$22.64	\$11.32	\$33.26	\$16.63
Employee + Spouse			2	1	\$48.66	\$24.33	\$71.96	\$35.98
Employee + Child(ren)			0	2	\$40.82	\$20.41	\$57.94	\$28.97
Employee + Family			5	2	\$66.84	\$33.42	\$96.66	\$48.33
Monthly Premium			26		\$590.00		\$613.98	
Total Annual Premium							\$14,448	
\$ Increase / Decrease							-	
% Increase / Decrease							-	
Rate Guarantee							9/30/2025	
Portability							Yes	
Product Type							Group	
Participation Requirement							N/A	

Enrollment as of June 1, 2022

City of Lake Worth Beach
Worksite Evaluation - Critical Illness & Cancer



Effective Date: October 1, 2022

Current

Critical Illness CI960750				Cigna
Schedule of Benefits				
Pre-existing Condition Limitation				None
Benefit Amount				Employee: \$5,000, \$10,000, or \$20,000 Spouse: 50% Children: 25%
Guarante Issue				Employee: \$20,000 Spouse: \$10,000 Children: All amounts
Health Screening Benefit				\$50 (1 per year)
Recoccurrence of Critical Illness				Payable after 12 months from previous diagnosis
Lifetime Limit				5x of Elected Benefit Amount, up to \$100,000
Critical Illness Benefit				
Heart Attack				100%
Stroke				100%
Coronary Artery Bypass Surgery				25%
End State Renal Disease				100%
Major Organ Failue				100%
Coma				25%
Cancer Benefit				
Invasive Cancer				100%
Non Invasive Cancer (Carcinoma in Situ)				25%
Skin Cancer				\$250 (1x per lifetime)
Premium Rates				
	\$5K	\$10K	\$20K	
Employee Only	4	7	6	Age-Banded Step Rates, Tobacco & Non-Tobacco Per Coverage Amount
Employee + Spouse	1	1	3	
Employee + Child(ren)	0	0	7	
Employee + Family	0	0	6	
Monthly Premium	35			\$1,291
Total Annual Premium				\$15,486
\$ Increase / Decrease				-
% Increase / Decrease				-
Rate Guarantee				9/30/2025
Portability				Yes
Product Type				Group
Participation Requirement				N/A

Enrollment as of June 1, 2022

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: July 19, 2022

DEPARTMENT: Community Sustainability

TITLE:

Ordinance No. 2022-08 – Second Reading – amending the City’s Official Zoning Map by approving a residential planned development, major site plan, conditional use permit and sustainable bonus requests for Detroit St/ Buffalo St at 7 Detroit Street and 26 Buffalo Street to construct an approximately 3-story, 60-unit multi-family mid-rise residential structure

SUMMARY:

The proposed project (Detroit Street Planned Development) is multi-family 3-story development with 60 units generally located south of 2nd Avenue North between Buffalo Street and Detroit Street. The subject site +/- 2.4.14 acre site is currently vacant in the Mixed Use – West Zoning District. The applicant, Brie Lemmerman of Pacific Land Holdings, LLC, is requesting approval of the following for Detroit St/ Buffalo St at 7 Detroit Street and 26 Buffalo Street:

- A planned development and major site plan request to construct an approximately 3-story, 60-unit multi-family mid-rise residential structures (two buildings).
- A conditional use permit request to develop a multi-family residential structure with sixteen 3-bedroom units and forty-four 2-bedroom units.
- A Sustainable Bonus request for an additional 1- story (approximately 6’) of bonus height. Project is approximately 36’ high and is 43’ 10.5” to top of the roof peak.

The Applicant is proposing a multi-family development on a 2.414-acre vacant lot with the purpose of improving the area while contributing to the surrounding mix of uses that promote walkable and interconnected uses with a mix of densities and intensities and access to transit, bicycle, pedestrian, and other modes of transportation.

BACKGROUND AND JUSTIFICATION:

As outlined in the staff report, the proposed planned development meets all standards and requirements as outlined in the City’s Land Development Regulations (LDRs) and Comprehensive Plan. The application has eliminated the previously proposed parking reduction and is providing 19 on-street parking spaces for a total of 109 parking spaces for the project.

The proposed project will also implement the Sustainable Bonus Incentive Program to attain an increase in height (+/- 6 feet) and an additional story which in exchange will contribute to the purpose of the comprehensive plan to incorporate sustainable design features, community-based improvements and overall design excellence as part of a development proposal. Per condition of approval, the applicant shall be required to pay 50% of the sustainable bonus incentive value to the City in the amount of \$79,950. For the remaining 50% of the incentive award value (\$79,950), the applicant is proposing a Florida Green Building certification (\$39,975) as well as the creation of on-street parking with landscape islands and street trees.

The total required payment by the applicant to the City for the additional height and 1 - story is \$79,950. The proposed qualifying improvements are anticipated to have a value greater than or equal to remaining 50% of the incentive award value (\$79,950).

Additional background, history and justification can be found in the attached documentation, including the advisory board staff report.

The Planning & Zoning Board unanimously recommended approval to the City Commission at the June 15, 2022 meeting with a modification to a condition of approval to require a minor site plan to reflect the on-street parking.

The City Commission unanimously approved the subject ordinance on first reading at the June 21, 2022 hearing with modifications to the conditions of approval requiring a subsequent minor site plan to allow staff to formally review the revised site plan submitted on 6/22/22 addressing the proposed on-street parking with landscape islands and street trees and the tree diamonds in the parking area.

MOTION:

Move to approve/disapprove Ordinance No. 2022-08 amending the City's Official Zoning Map by approving a residential planned development, major site plan, conditional use permit and sustainable bonus requests for Detroit St/ Buffalo St at 7 Detroit Street and 26 Buffalo Street to construct an approximately 3-story, 60-unit multi-family mid-rise residential structure.

ATTACHMENT(S):

Ordinance 2022-08
Applicant's Revised Site & Landscape Plans (6/22/2022)
PZB Staff Report
Site Plan Package

ORDINANCE NO. 2022-08 AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING THE OFFICIAL ZONING MAP BY APPROVING THE CREATION OF A RESIDENTIAL PLANNED DEVELOPMENT DISTRICT, LOCATED AT 7 DETROIT STREET AND 26 BUFFALO STREET TO CONSTRUCT AN APPROXIMATELY 3-STORY, 60-UNIT MULTI-FAMILY MID-RISE RESIDENTIAL DEVELOPMENT AS MORE PARTICULARLY DESCRIBED IN EXHIBIT A, LOCATED WITHIN THE MIXED USE-WEST (MU-W) ZONING DISTRICT WITH A FUTURE LAND USE DESIGNATION OF TRANSIT ORIENTED DEVELOPMENT (TOD) SUBJECT TO SPECIFIC DEVELOPMENT STANDARDS SET FORTH IN EXHIBIT B AND CONDITIONS OF APPROVAL SET FORTH IN EXHIBIT C; APPROVING A CONDITIONAL USE PERMIT; APPROVING HEIGHT BONUS INCENTIVE THROUGH THE CITY'S SUSTAINABLE BONUS INCENTIVE PROGRAM; APPROVING A MAJOR SITE PLAN FOR THE DEVELOPMENT OF A RESIDENTIAL PLANNED DEVELOPMENT; PROVIDED FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE

WHEREAS, the City Commission of the City of Lake Worth Beach, Florida, pursuant to the authority granted in Chapters 163 and 166, Florida Statutes, and the Land Development Regulations, as adopted by the City of Lake Worth Beach, is authorized and empowered to consider petitions relating to zoning and land development orders; and

WHEREAS, Chapter 23, Article 3, Division 6. – Planned Development of City of Lake Worth Beach's Land Development Regulations allows for the creation of planned development districts to incentivize innovative development through the utilization of incentive programs and flexible dimensional and use requirements that are defined within and occur in conformity with an approved master development plan; and

WHEREAS, Pacific Land Holdings, LLC (the applicant) has petitioned the City of Lake Worth Beach (the City) for creation of a Residential Planned Development District to allow for the construction of an approximately 3-story, 60-unit multi-family mid-rise residential development (2 buildings) on a site located at 7 Detroit Street and 26 Buffalo Street (PCNs 38-43-44-20-14-002-0010 and 38-43-44-20-14-002-0390) as further described in Exhibit A (the Property) within the MU-W Zoning District and the TOD Future Land Use designation, which, if approved, shall constitute an amendment to the City's official zoning map; and

WHEREAS, the applicant requests use of the City's Sustainable Bonus Incentive Program to allow for additional height to be considered in conjunction with the applicant's request for approval for a major site plan for the construction of a residential development currently known as containing approximately 60 residential units to be constructed on this site;

WHEREAS, on June 15, 2022, the Lake Worth Beach Planning and Zoning Board (PZB) considered the subject application for a Residential Planned Development District, Major Site Plan, Conditional Use Permit, and Sustainable Bonus Incentive Program and recommended that the City Commission approve the creation of this residential planned development subject to specific district development standards and certain enumerated conditions; and

WHEREAS, on June 21, 2022, the City Commission voted to approve on first reading the subject application for a Residential Planned Development District, Major Site Plan, Conditional Use Permit, and Sustainable Bonus Incentive Program subject to specific district development standards and enumerated conditions herein; and

WHEREAS, the City Commission has considered all of the testimony and evidence and has determined that the Residential Planned Development District, Major Site Plan, Conditional Use Permit, and Sustainable Bonus Incentive Program including the development regulations and conditions, meets the requirements of the Land Development Regulations, Section 23.3-25.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA, that:

Section 1. Recitals. The foregoing recitals are true and correct and are hereby affirmed and ratified.

Section 2. The Residential Planned Development District located within the MU-W Zoning District with a future land use designation of TOD, as described more particularly in **Exhibit A**, is hereby approved. This approval includes the approval of the following elements to be known as the Master Development Plan: (a) Residential Planned Development; (b) Major Site Plan; (c) Sustainable Bonus Incentive Program; (d) Conditional Use Permit; (e) district development standards (**Exhibit B**); (f) conditions of approval (**Exhibit C**); (g) required plans including the site plan, landscape plan, and civil & drainage plans; (h) supplemental supporting documents, as well as all agreements, provisions and/or covenants which shall govern the use, maintenance, and continued protection of the residential planned development and any of its common areas or facilities. The applicant is bound to all elements and requirements of the Master Development Plan.

Section 3. The City's zoning maps shall be updated to reflect the changes to the property described in **Exhibit A**.

Section 4. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Severability. If any provision of this ordinance or the application thereof is held invalid by a court of competent jurisdiction, the invalidity shall not affect other provisions of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 6. Effective Date. This ordinance shall become effective ten (10) days after its final passage.

The passage of this ordinance on first reading was moved by Commissioner Diaz, seconded by Commissioner Malega and upon being put to a vote, the vote was as follows:

Mayor Betty Resch	AYE
Vice Mayor Christopher McVoy	AYE
Commissioner Sarah Malega	AYE
Commissioner Kimberly Stokes	ABSENT
Commissioner Reinaldo Diaz	AYE

The Mayor thereupon declared this ordinance duly passed on first reading on the 21st day of June, 2022.

The passage of this ordinance on second reading was moved by _____, seconded by _____, and upon being put to a vote, the vote was as follows:

Mayor Betty Resch
 Vice Mayor Christopher McVoy
 Commissioner Sarah Malega
 Commissioner Kimberly Stokes
 Commissioner Reinaldo Diaz

The Mayor thereupon declared this ordinance duly passed on the _____ day of _____, 2022.

LAKE WORTH BEACH CITY COMMISSION

By: _____
Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

Exhibit A

DEPARTMENT FOR COMMUNITY SUSTAINABILITY
PLANNING, ZONING AND HISTORIC PRESERVATION DIVISION
PROPERTY DESCRIPTION & LOCATION MAP

Address: 7 Detroit Street & 26 Buffalo Street

PCNs: 38-43-44-20-14-002-0010 and 38-43-44-20-14-002-0390

Size: approx. 2.414 acres

General Location: South of 2nd Avenue North between Buffalo Street and Detroit Street.

Legal Description: Parcel 1: Lots One (1) through twenty-two (22), inclusive of Lots forty-seven (47) through fifty (5), inclusive of Block 2 of Buffalo Heights, according to the plat thereof recorded in Plat Book 4, Page 8 of the Public Records of Palm Beach County, Florida.

Parcel 2: Lots thirty-nine (39) through forty-six (46), inclusive of Block 2 of Buffalo Heights, according to the plat thereof recorded in Plat Book 4, Page 8 of the Public Records of Palm Beach County, Florida.



Exhibit B

**DEPARTMENT FOR COMMUNITY SUSTAINABILITY
PLANNING, ZONING AND HISTORIC PRESERVATION DIVISION
DEVELOPMENT STANDARDS**

Development Standard		Base Zoning District Mixed Used – West (MU-W)	Residential Planned Development in MU-W with SBIP	Provided
Lot Size (min) In square feet (sf)		13,000 sf	0.5 acres	104,980 sf (2.414 acres)
Lot Width (min)		100'	100'	251.02'
Setbacks	Front (min build-to line)	20'	20'	20'
	Rear (min)	10'	10'	42'
	Street Side – 2 nd Avenue (min)	20'	20'	20'
	Side (min)	20'	20'	20'
Impermeable Surface Coverage (maximum)		65%	65%	62.7%
Structure Coverage (max)		50%	50%	30%
Density (max)		30 du/acre (72 units)	37.5 du/acre (90 units)	24.9 du/acre (60 units)
Building Height (max)		30' (max. 2 stories)	65' (Max. 6 stories)	Approximately 36' (3 stories) 43' 10.5" to top of the roof peak

Maximum Wall Height at Side Setback		30'	65'	30'
Floor Area Ratio (FAR) (max)		1.3	3.75	.76
Living Area (minimum)	Studio	400 sf	400 sf	NA
	One-bedroom units	600 sf	600 sf	NA
	Two-bedroom units	750 sf	750 s	942 sf
	Three-bedroom units	900 sf	900 sf	1,070 sf
Parking		<p>Parking Calculated per unit, room, and non-residential square footage.</p> <p>See page 7 for detailed parking analysis.</p>	<p>109 Required Spaces/ 77 spaces for 44 units 32 spaces for 16 units</p>	<p>90 spaces on-site / 19 on-street = Total 109 spaces</p>

Exhibit C

DEPARTMENT FOR COMMUNITY SUSTAINABILITY PLANNING, ZONING AND HISTORIC PRESERVATION DIVISION

CONDITIONS OF APPROVAL

Planning & Zoning

1. Fifty percent (50%) of the sustainable bonus fee (\$79,950) and any portion of the remaining sustainable bonus fee (up to an additional 50%) after qualifying improvements are deducted shall be paid to the City within one year of approval, or prior to the issuance of the building permit, whichever comes first.
2. The applicant shall provide qualifying sustainable bonus features, including landscape islands, street trees and Florida Green Building certification of the two building, equal to 50% of the incentive value (\$79,950), or shall be required to pay the remaining 50% of the incentive value, or portion thereof that was not reduced through the installation of qualifying features.
3. A minimum of 19 on-street parking spaces shall be provided along 2nd Ave North and Detroit street to eliminate the parking waiver request previously proposed by the applicant. A minor site plan shall be required to reflect on-street parking, landscape islands, and street trees prior to the application and issuance of a building permit as reflected in the applicant's revised site plan provided to the City on 6/22/2022.
4. Additional tree diamonds in the parking lot shall be required as depicted in the applicant's revised site plan provided to the City on 6/22/2022.
5. Two (2) Bike racks will be required and appropriately placed on site. Site and landscape plans shall be amended to reflect the location of the bike racks.
6. A designated delivery and/or ride share space shall be provided in the on-street parking area.
7. A minor site plan amendment shall be required prior to the issuance of a building permit to address conditions of approval, including but not limited to on-street parking, two (2) bike racks, delivery/ride share parking space and tree diamonds.
8. A unity of title shall be required to applied for prior to subsequent minor site plan amendment and shall be recorded prior to the issuance of a building permit.
9. An address application shall be required to be submitted prior to application for building permit.
10. A video security system shall be required for the property.
11. The applicant shall submit the final School District Availability Determination from the PBC School District and shall pay all applicable fees to PBC prior to the issuance of a building permit.
12. Exterior lighting shall be required to comply dark sky lighting guidelines, including using fully shielded fixtures and led lighting that has a color temperature of no more than 3000 Kelvins. www.darksky.org
13. A detailed landscape plan with plant counts and symbols shall be required to address the following:
 - a. Add notes to the Landscape Notes identifying that the irrigation system will meet LDR requirements, jurisdictional requirements, and source of water.
 - b. Landscaped areas shall be protected from vehicular encroachments, appropriate curbing or wheel stops shall be provided as approved by staff.
 - c. Revise the Plant Material List to include in table format on the landscape plan (Sheet L1.01), the species, height, drought tolerant, native versus nonnative, etc.

- d. Identify all vegetation on the landscape plan. Please identify the symbols or add symbols to the Plant Material List Table.
 - e. An additional site plan sheet depicting the location of all impermeable, semi-permeable and permeable surfaces shall be required.
 - f. All mechanical equipment shall be fully screened. The screening shall be depicted on the landscape plan.
14. Dumpster enclosure material shall be reviewed for architectural consistency and for compliance with all applicable City requirements.
 15. Finalized street side architectural elevations are required for both Detroit Street and Buffalo Street. Architecture should engage the street along both rights-of-way and be complimentary to the architectural elevations provided.

Utilities (Water, Sewer & Stormwater)

1. Prior to building permit issuance, the Applicant shall provide the following:
 - a. All meter boxes, risers to DDCA & meter, and fire hydrants should be situated as close to the property line as possible in order to minimize the amount of easement dedication necessary.
 - b. Utility easements are a minimum of 15 feet wide.
 - c. Provide the SFWMD ERP.
 - d. Include an erosion control and BMP plan.
 - e. Provide the irrigation service line and meter size on the water and sewer plan sheet.
 - f. Capacity fees are due prior to permit issuance. The fee schedule can be referenced from the City website, under the finance division – Schedule of fees and charges.
2. Prior to Certificate of occupancy the easement dedication must be executed and recorded.

Public Works

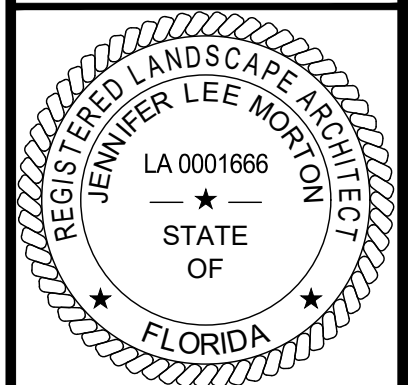
1. The issuance of any permits shall comply with all provisions of the Lake Worth Municipal Code and all other applicable standards including but not limited to the Florida Department of Transportation (FDOT), Manual on Uniform Traffic Control Devices (MUTCD), and City of Lake Worth Public Works Construction Standards and Policy and Procedure Manual.
2. No Certificate of Occupancy shall be granted until all conditions of approval have been satisfied under jurisdiction of the Department of Public Works.
3. Prior to the issuance of a building permit, the applicant shall contact the Lake Worth Drainage (LWDD) District's Engineering Department and obtain any required permit(s), if necessary, and furnish to the City.
4. Prior to the issuance of a building permit, the applicant shall contact the South Florida Water Management District's (SFWMD) Engineering Department and obtain any required permit(s), if necessary.
5. Prior to the issuance of a certificate of occupancy, the Applicant shall ensure the entire surrounding off-site infrastructure inclusive of the roadway, sidewalk, curbing, stormwater system piping and structures, valve boxes, manholes, landscaping, striping, signage, and other improvements are in the same condition as prior to construction
6. Prior to the issuance of a building permit, the applicant shall submit an Erosion Control plan and indicate the BMP's and NPDES compliance practices.
7. Prior to the issuance of a Certificate of Occupancy, the applicant shall fine grade and sod all disturbed areas with bahia sod.

8. Prior to the issuance of a Certificate of Occupancy, the applicant shall broom sweep all areas of the affected right of way and remove of all silt and debris collected as a result of construction activity.
9. Prior to performing work in the right of way, the applicant shall apply for and receive issuance of a "Right of Way/Utility Permit" application.
10. Prior to the issuance of a Certificate of Occupancy, the applicant shall restore the right of way to a like or better condition. Any damages to pavement, curbing, striping, sidewalks or other areas shall be restored in kind.
11. ` of a Building permit, we will need to know the location of the pad-mount transformers for each building. The transformer locations must be accessible to our vehicles, and must have 8-ft minimum clearance in front of them and 3-ft clearance to the side or rear, including landscaping. They also must not be under or inside any structure.
12. Before the issuance of a Building permit, we will need a 10-ft wide utility easement for the underground electric, transformers and other equipment that will need to be installed to provide power to this project.
13. Before the issuance of a CO, the utility easement must be recorded.
14. Before the issuance of a Building permit, we will need to know if any other services will be needed for the project such as irrigation, lift station, lighting, gates, etc., and where these services will be.
15. The customer will be responsible for installing all schedule -40 gray conduit that will be needed by Lake Worth Beach for this project for the primary cable. This conduit must be installed at a 42" minimum dept. Pad specs will be given to the customer to show the proper orientation of conduit at the pad mount transformers.

Building Division

1. Finished floor must be 12 inches above the crown of the road.

This item has been electronically signed and sealed by Jennifer Lee Morton on the date and/or time stamp shown using a digital signature. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.



REVISIONS

06/21/21	Concierge Review
09/13/21	Submittal
02/10/22	Resubmittal
03/21/22	Resubmittal

Site Plan

SCALE	AS SHOWN
DRAWN	KB
CHECKED BY	LMJM
FILE	169-03-Detroit Lane - SP ReSub3
DATE	2022-03-21

Site Data

Future Land Use	[Transit Oriented Development] TOD
Zoning District	[Mixed Use West] MU-W
Property Control Number	38-43-44-20-14-002-0010
Total Site Area	38-43-44-20-14-002-0390 2.41 AC

Residential	
Housing Type	Multifamily
Total Dwelling Units	60 DU
Maximum Standard Density	30.0 DU/AC
Proposed Density	24.9 DU/AC

Unit Mix		44 Units
2 - Bedroom		16 Units
3 - Bedroom		

Note: FFE of all buildings on site to be min. of 12" above crown of road

Parking Required	109 Spaces
2-Bedroom (1.75 Space/Dwelling Unit @ 44 Units)	77 Spaces
3-Bedroom (2 Space/Dwelling Unit @ 16 Units)	32 Spaces

Parking Proposed	90 Spaces
Handicap Required	4
Handicap Proposed	4

Maximum Impervious Area	65%
Proposed Impervious Area	62.7%

Maximum Ht (with SBIP)	65'-00"
Proposed Ht (with SBIP)	32'-4 7/8"

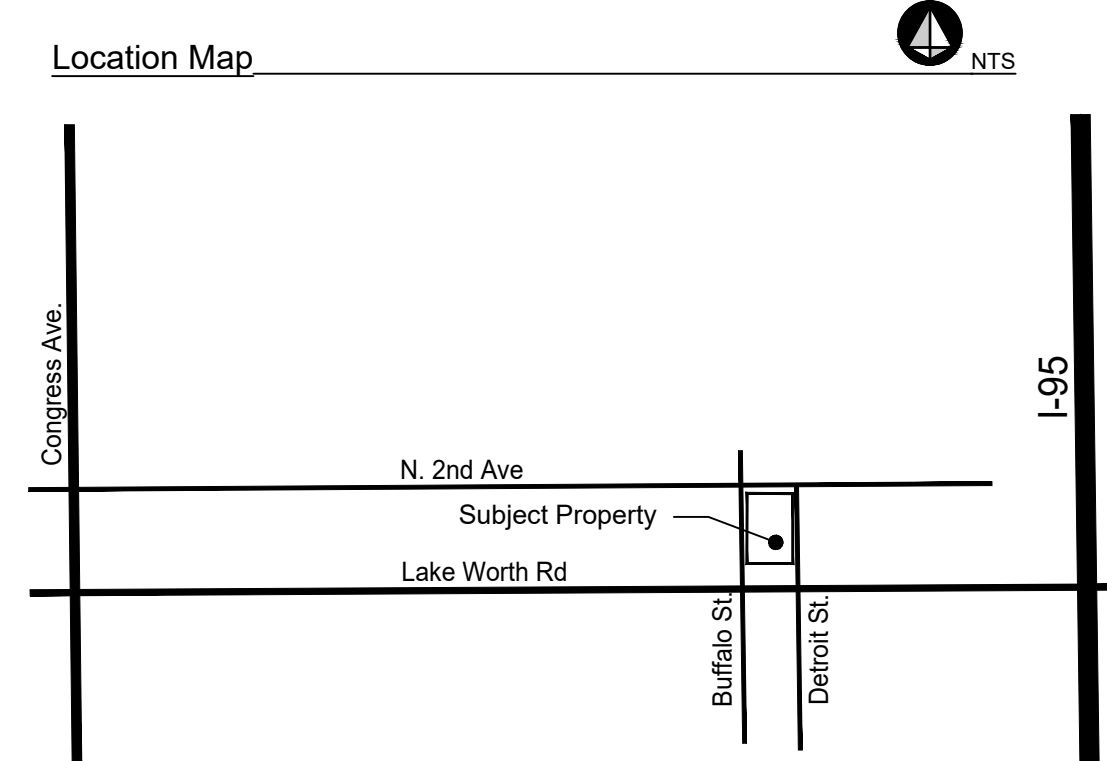
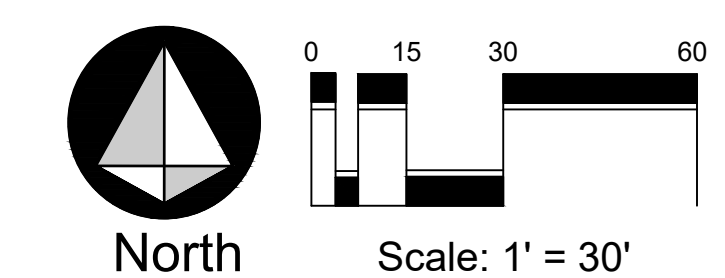
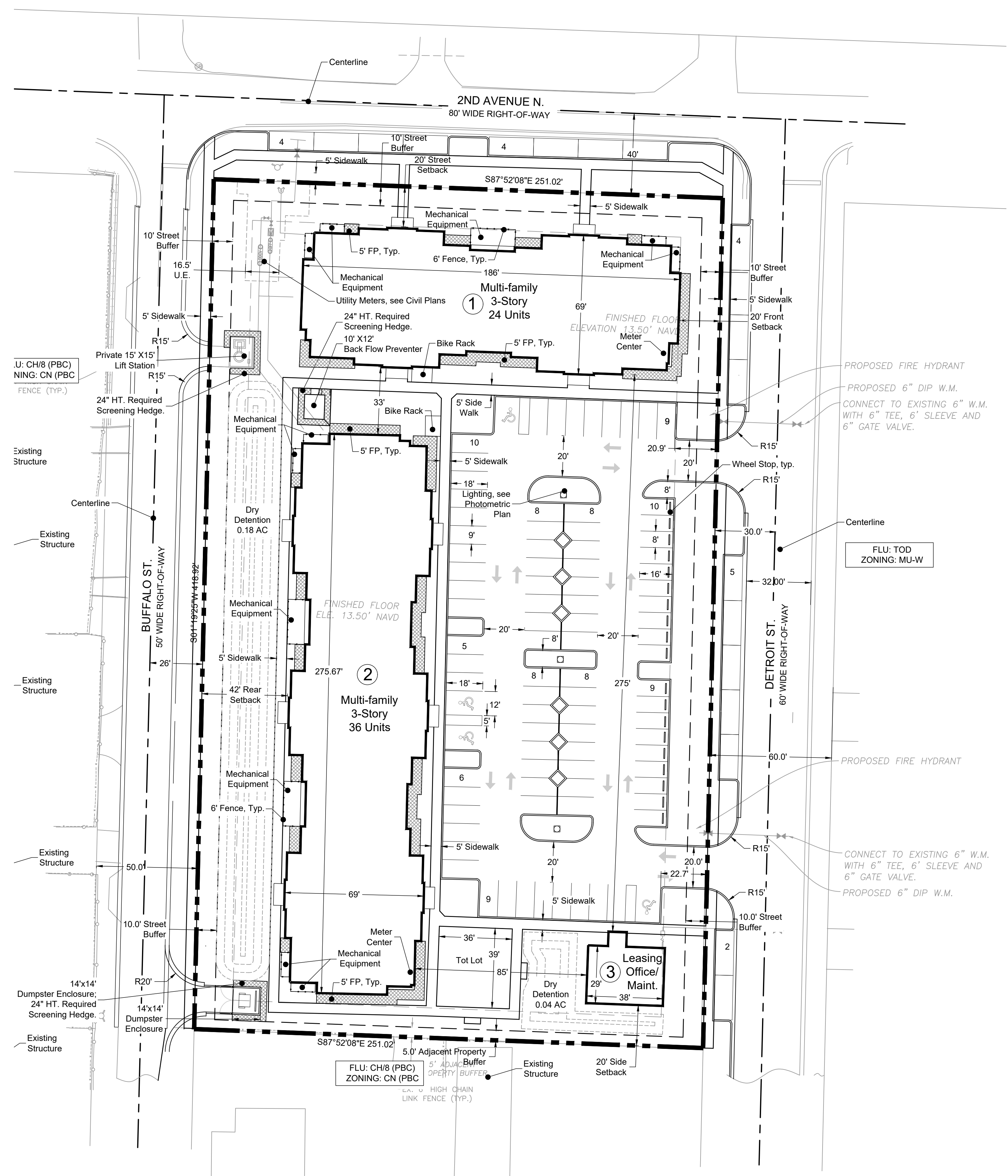
Maximum Wall Ht at Side Setback (with SBIP)	30'-00"
Proposed Wall Ht at Side Setback (with SBIP)	30'-00"

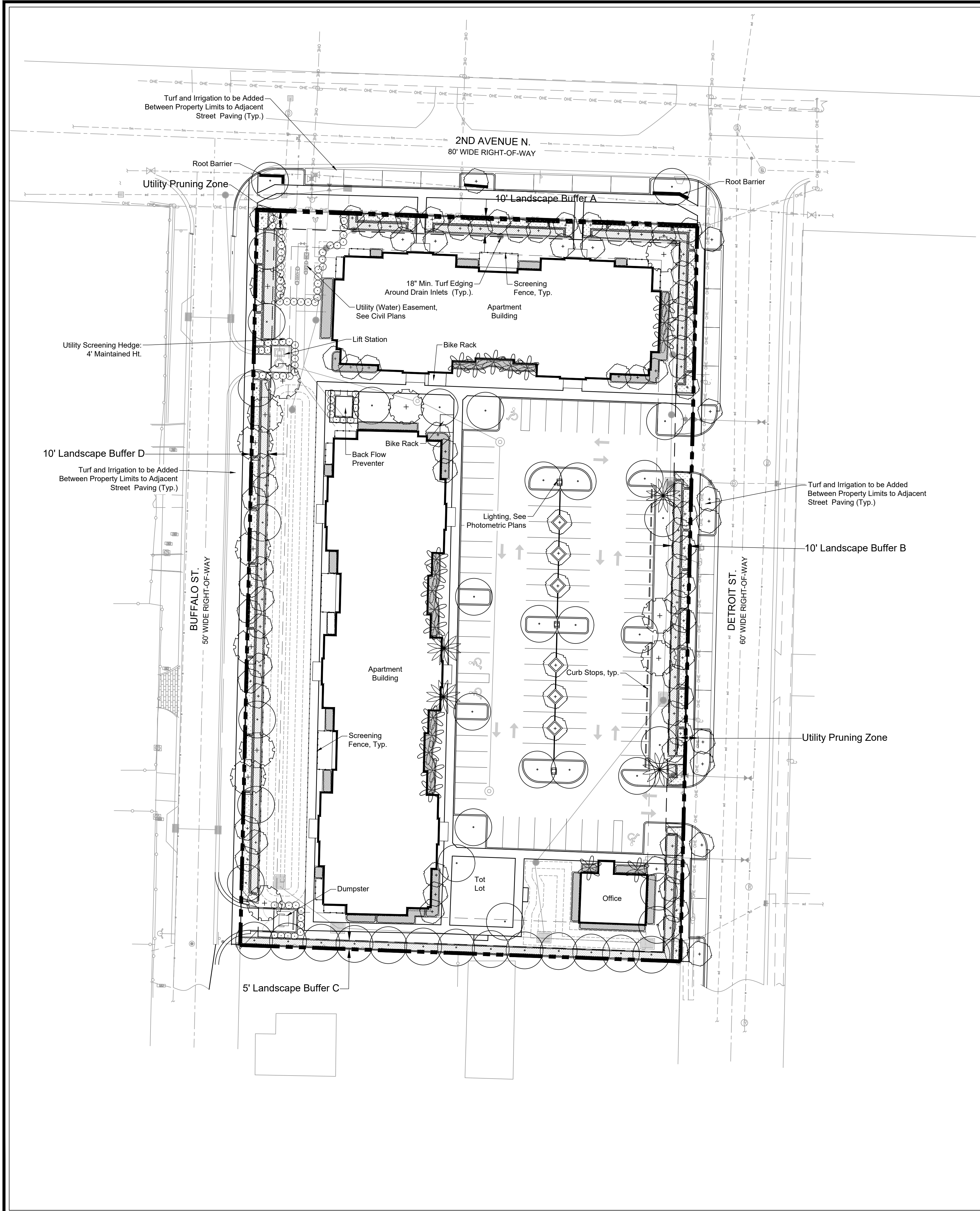
Water Management Tract Proposed	0.22 AC
Pervious Area (Including Retention)	26,111 SF (24.9%)
Impervious Area	78,869 SF (75.1%)

MU-W Planned Development Property Development Regulations

Zoning MU-W	Minimum Lot Dimensions	Density ¹	FAR ²	Bldg. Cover	Minimum Setbacks
Required	0.3 AC 100'	37.5 DU/AC	2.3	50%	Front 20' Side 20' Street 20' Rear 10'
Proposed	2.41 AC 251.02'	24.9 DU/AC	0.76	30%	20' 20' 20' 42'

¹ Base Density before SBIP = 30 DU/AC
² Base FAR before SBIP = 1.30





Landscape Data Required Provided

Interior Landscaping
 Pervious Area (Excluding Retention) = 16,527 SF (15.7%)
 Minimum Number of Trees
 Tree Quantity = 1 Large Tree Per 625 SF26.....8
 (16,527 SF /625 SF)
 Tree Quantity = 1 Medium Tree Per 400 SF41.....6
 (16,527 SF /400 SF)
 Tree Quantity = 1 Small Tree Per 225 SF73.....17
 (16,527 SF /225 SF)
 Palm Trees (3 Palms = 1 Tree*) (20% Max.)8** (24 Palms)
 Note: Combination of Small, Medium and Large Trees Used to Provide For Aggregated Spacing of 1 Tree Per 420 SF.
 *Three (3) Coconut, Sabal, or Royal Palms will equal one (1) shade tree.
 **20 Mitigation Palms are included in provided tree calculations, see L1.00 for Tree Disposition Plan.

Perimeter Buffer Landscape Requirements
 Landscape Buffer A (251 LF):
 1 Large Tree Per 25 LF.....10.....0*
 (251 LF/25)
 1 Medium Tree Per 20 LF.....13.....0*
 (251 LF/20)
 1 Small Tree Per 15 LF.....17.....17
 (251 LF/15)
 Hedge: Maintained at 3' Height; Additional groundcover fronting hedge for 10' buffer areas;
 Groundcover to be Maintained at 1/2 The Height of The Hedge
 *Tree Counts Adjusted for Existing Overhead Utility Conflict

Landscape Buffer B (419 LF):
 1 Large Tree Per 25 LF.....17.....0*
 (419 LF/25)
 1 Medium Tree Per 20 LF.....21.....0*
 (419 LF/20)
 1 Small Tree Per 15 LF.....28.....28
 (419 LF/15)
 Hedge: Maintained at 3' Height; Additional groundcover fronting hedge for 10' buffer areas;
 Groundcover to be Maintained at 1/2 The Height of The Hedge
 *Tree Counts Adjusted for Existing Overhead Utility Conflict

Landscape Buffer C (251 LF):
 1 Large Tree Per 25 LF.....13.....13
 (251 LF/25)
 Hedge: Maintained at 3' Height

Landscape Buffer D (419 LF):
 1 Large Tree Per 25 LF.....17.....7
 (419 LF/25)
 1 Medium Tree Per 20 LF.....21.....7
 (419 LF/20)
 1 Small Tree Per 15 LF.....28.....14
 (419 LF/15)
 Note: Combination of Small, Medium and Large Trees Used to Provide For Aggregated Spacing of 15' OC.
 Hedge: Maintained at 3' Height; Additional groundcover fronting hedge for 10' buffer areas;
 Groundcover to be Maintained at 1/2 The Height of The Hedge

- Landscape Notes:**
- All plant material shall meet or exceed Fl. No. 1 standards as provided for in the most current edition of Grades and Standards for Nursery Plants as prepared by the State of Florida Dept. of Agriculture.
 - Unpaved portion of ROW adjacent to the property line shall be landscaped and provided with irrigation and maintenance.
 - All dumpster and refuse areas and all ground level mechanical equipment shall be screened with shrubbery or with fencing where visible from public rights-of-way.
 - A minimum of seventy-five (75) percent of all required trees must be South Florida native and seventy-five (75) percent of all other required vegetation must be South Florida native.
 - All tree pruning shall conform to current standards of the National Arborist Association and ANSI A300 guidelines.
 - A permit is required to remove a tree.
 - All prohibited plant species shall be eradicated from the development site and re-establishment of prohibited species shall not be permitted.
 - In accordance with Lake Worth Beach development regulations, all trees, shrubs and turf areas shall be watered by a fully automatic irrigation system with a rain sensing device to turn off the system during a rain event. Bahia turf areas will not receive supplemental irrigation.
 - All landscaping and related items shall be installed in accordance with Lake Worth Beach development regulations before the certificate of occupancy is issued.
 - Florida Friendly Landscaping Principles must be utilized in all designs and installations.
 - Small maturing trees shall have a minimum height of six (6) feet at the time of planting.
 - Medium maturing trees shall have a minimum height of eight (8) feet at the time of planting.
 - Large maturing trees shall have a minimum height of ten (10) feet at time of planting.
 - Tree species shall be consistent with the recommendation in the most recent publication of Florida Power and Light Company's "Plant the Right Tree in the Right Place".
 - Root barriers shall be used for all plantings that are within five (5) feet of a utility easement or any other underground utility.
 - Palms shall contribute no more than twenty (20) percent of the required trees.
 - Three (3) Coconut, Sabal, or Royal Palms will equal one (1) shade tree.
 - Palms must be a minimum of twelve (12) feet in height with six (6) feet of gray wood at time of planting.
 - Hedges shall be a minimum of eighteen (18) inches in height when measured immediately after planting.
 - No more than fifty (50) percent of the combination of the required interior green space and the required perimeter landscape buffers, shall be planted in lawn grass.
 - All planted areas not containing annual groundcover are to include 3" depth organic mulch. Cypress mulch is prohibited.
 - Where lighting conflicts with utility or landscape, field adjustments shall be required. LA to approve all field adjustment.

Typical 6' Opaque Screening Fence

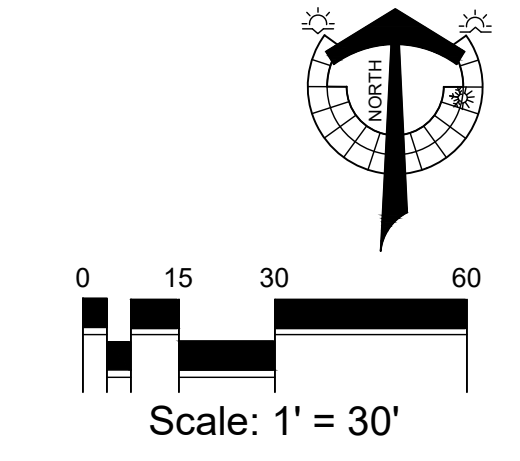
Plant Material List (100% Native)

- Large Tree**
 Cathedral Live Oak
 Gumbo Limbo
- Medium Tree**
 Glaucous Cassia
 Simpson's Stopper
- Small Tree**
 Spanish Stopper
 Pigeon Plum
 Orange Geiger Tree
 Buttonwood
 Dahoon Holly
- Palm Tree**
 Florida Royal Palm
 Cabbage Palm
- Hedge**
 Walter's Viburnum
 Red-tipped Cocoplum
 Bahama Coffee
- Shrub**
 Buttonwood
 Silver Buttonwood
 Red-Tipped Cocoplum
 Natal Plum
 Hairy Yucca
 Dune Sunflower
 Soft Rush Grass
 Fakahatchee Grass
 Firebush
 Stokes Dwarf Yaupon Holly
 Cardboard Cycad
 Coontie Fern

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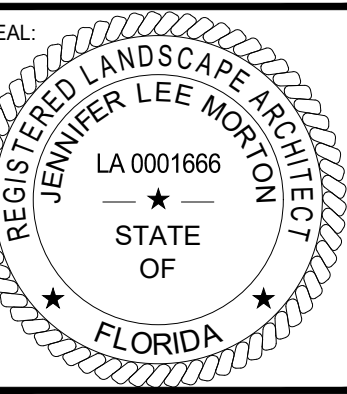
GRAPHIC LEGEND

- Palm Tree
- Large Tree
- Medium Tree
- Small Tree
- Palm Tree - Mitigation Replacement
- Utility Screening Hedge
- Building Landscape - 1 Shrub Per 5 SF of Landscape Area
- Buffer Landscape - Hedge
- Buffer Landscape - Small Shrub



Detroit Lane Property
 Prepared for Southport Financial Services
 Lake Worth Beach, Florida

This item has been electronically signed and sealed by Jennifer Lee Morton on the date and/or time stamp shown using a digital signature. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.



REVISIONS	
06/21/21	Concierge Review
09/13/21	Submittal
02/10/22	Resubmittal
03/21/22	Resubmittal

Landscape Plan	
SCALE	AS SHOWN
DRAWN	KB
CHECKED BY	HPH
FILE	169 03-Detroit Lane - Landscape R3
DATE	2022-03-21

L1.01

PLANNING AND ZONING BOARD REPORT

PZB Project Number 21-0100001 (Ordinance 2022-08): A planned development, major site plan, conditional use permit and sustainable bonus requests for Detroit St/ Buffalo St at 7 Detroit Street and 26 Buffalo Street to construct an approximately 3-story, 60-unit multi-family mid-rise residential structure. The sustainable bonus request is for an additional 1- story in height and approximately 6 ft in height. The property is zoned Mixed-Use West (MU-W).

Meeting Date: June 15, 2022

Property Owner: Brie Lemmerman – Pacific Land Holdings, LLC

Applicant: Brie Lemmerman – Pacific Land Holdings, LLC

Project Manager: JMorton Planning & Landscape Architecture

Address: 7 Detroit Street & 26 Buffalo Street

PCNs: 38-43-44-20-14-002-0010 and 38-43-44-20-14-002-0390

Size: 2.414 acres (two parcels combined)

General Location: South of 2nd Avenue North between Buffalo Street and Detroit Street

Existing Land Use: Vacant

Current Future Land Use Designation: Transit Oriented Development (TOD)

Zoning District: Mixed Used – West (MU-W)

Location Map



RECOMMENDATION

The documentation and materials provided with the application request were reviewed for compliance with the applicable guidelines and standards found in the City of Lake Worth Beach Land Development Regulations (LDRs), and for consistency with the Comprehensive Plan and Strategic Plan. The proposed Planned Development, Major Site Plan, Conditional Use, and Sustainable Bonus request is consistent with the Comprehensive Plan, Strategic Plan, and LDRs, as conditioned, and, therefore, a **recommendation of approval with conditions** is provided to the Planning and Zoning Board. The conditions are located on page 6 of this report.

PROJECT DESCRIPTION

The applicant, Brie Lemmerman of Pacific Land Holdings, LLC, is requesting approval of the following for Detroit St/ Buffalo St at 7 Detroit Street and 26 Buffalo Street:

- A **planned development** and **major site plan** request to construct an approximately 3-story, 60-unit multi-family mid-rise residential structures (two buildings).
- A **conditional use permit** request to develop a multi-family residential structure with sixteen 3-bedroom units and forty-four 2-bedroom units.
- A **Sustainable Bonus** request for an additional 1- story (approximately 6') of bonus height. Project is approximately 36' high and is 43' 10.5" to top of the roof peak.

The Applicant is proposing a multi-family development on a 2.414-acre vacant lot with the purpose of improving the area while contributing to the commercial, residential, and recreational uses surrounding the area as well as the surrounding mixed uses that promote walkable and interconnected uses with a mix of densities and intensities and access to transit, bicycle, pedestrian, and other modes of transportation.

The proposed project will also implement the Sustainable Bonus Incentive Program to attain an increase in height (+/- 6 feet) and an additional story which in exchange will contribute to the purpose of the comprehensive plan to incorporate sustainable design features, community-based improvements and overall design excellence as part of a development proposal.

COMMUNITY OUTREACH

Staff has not received any letters of support or opposition for this application.

BACKGROUND

Below is a summary of the property based on Palm Beach Property Appraiser's records and City records:

Use/Construction: Currently, the property is vacant with no existing structures on the site.

Code Compliance: There are no active code cases on the subject site.

ANALYSIS

Consistency with the Comprehensive Plan and Strategic Plan

The subject site has a Future Land Use (FLU) designation of Mixed Use - West (MU-W). Per Policy 1.1.1.6, the MU-W FLU is intended to provide for a mixture of residential, office, service, and commercial retail uses within specific areas east of I-95. The distinguishing characteristic of the Mixed-Use West land use area is that it allows higher-intensity uses as well as higher height limits along the City's western thoroughfares. The maximum density of permitted residential development is 30 dwelling units per acre. The preferred mix of uses area-wide is 75% residential and 25% non-residential. While mixed-use projects are allowed on a single site, it is not a requirement that each site within the category incorporate multiple uses. Zoning regulations implementing the Mixed-Use West category shall permit the establishment and expansion of residential (including single family, two-family and multi-family), office, service and commercial retail uses either as uses permitted by right or through conditional use permit provisions. All buildings are

required to provide transitional buffering and design features to mitigate impact of the MU-W sites adjacent to residential zoning districts.

The City's Strategic Plan focuses on fostering safer neighborhoods, encouraging community pride, building a vibrant and diverse economy, planning for the future, and enhancing the natural, historic, and cultural environment of the City. Pillar II and Pillar IV of the Strategic Plan state that the City shall achieve strengthening Lake Worth Beach as a community of neighborhoods and navigating towards a sustainable community. Pillars II.A, II.B, IV.A, and IV.E of the Strategic Plan state that the City shall diversify housing options, continue crime reduction and prevention in achieving a safe, livable and friendly community, achieve economic and financial sustainability through a versatile and stable tax base, and ensuring facility placement, construction and development that anticipates and embraces the future. The proposed multifamily building and associated site improvements will contribute towards the City's Pillars II.A, II.B, IV.A, and IV.E of the Strategic Plan.

Based on the analysis above, the proposed development request is consistent with the goals, objectives, and policies of the City of Lake Worth Beach's Comprehensive Plan and Strategic Plan.

Consistency with the Land Development Regulations

Per Section 23.3-25, planned developments are intended to encourage innovative land planning and development techniques through incentives to create more desirable and attractive development within the City. The Department of Community Sustainability is tasked to review planned development applications in accordance with the City's LDRs, to assess compliance with the findings for granting planned developments (analyzed in the following sections) and to provide a recommendation for whether the application should be approved, approved with conditions, or denied. The subject planned development is requesting to waive or relax base zoning district requirements in three (3) areas of the LDRs, which are analyzed by topic area in this section of the report, including the following:

Mixed Use – West (MU-W): Per LDR Section 23.3-18(a), the MU-W zoning district is intended to provide for the establishment and expansion of a broad range of office and commercial uses, including moderate intensity and higher intensity commercial, hotel/motel and medium-density multiple-family residential development along the city's western thoroughfares. The establishment of certain uses is subject to conditional use review to ensure they will not create excessive problems for through traffic, or have a negative impact on nearby residential areas or the commercial viability of their neighbors. The district implements in part the mixed-use land use category of the Lake Worth Comprehensive Plan.

The table and topic area analysis below evaluate the proposed site features and the project's compliance with the Code, including requests to waive or relax base zoning district requirements as permitted in planned developments and factoring in the Sustainable Bonus incentives, Planned Development incentives, Transfer of Development Rights incentives, and the Comprehensive Plan maximums:

Development Standard		Base Zoning District Mixed Used – West (MU-W)	Residential Planned Development in MU-W with SBIP	Provided
Lot Size (min) In square feet (sf)		13,000 sf	0.5 acres	104,980 sf (2.414 acres)
Lot Width (min)		100'	100'	251.02'
Setbacks	Front (min build-to line)	20'	20'	20'
	Rear (min)	10'	10'	42'

	Street Side – 2 nd Avenue (min)	20'	20'	20'
	Side (min)	20'	20'	20'
Impermeable Surface Coverage (maximum)		65%	65%	62.7%
Structure Coverage (max)		50%	50%	30%
Density (max)		30 du/acre (72 units)	37.5 du/acre (90 units)	24.9 du/acre (60 units)
Building Height (max)		30' (max. 2 stories)	65' (Max. 6 stories)	Approximately 36' (3 stories) 43' 10.5" to top of the roof peak
Maximum Wall Height at Side Setback		30'	65'	30'
Floor Area Ratio (FAR) (max)		1.3	3.75	.76
Living Area (minimum)	Studio	400 sf	400 sf	NA
	One-bedroom units	600 sf	600 sf	NA
	Two-bedroom units	750 sf	750 s	942 sf
	Three-bedroom units	900 sf	900 sf	1,070 sf
Parking		Parking Calculated per unit, room, and non-residential square footage. See page 7 for detailed parking analysis.	109 Required Spaces/ 77 spaces for 44 units 32 spaces for 16 units	90 spaces * (Requested waiver from parking requirement)

***Condition of approval has been proposed by staff to require on-street parking along either or both 2nd Ave North and Detroit Street as determined to be feasible by the City Engineer, Public Services and Community Sustainability.**

Section 12-7, Dumpster Requirements: *The location of all dumpsters shall be approved by the public services director or his designee and/or the building official or his designee. All dumpsters shall meet the requirements set forth in this section and all other ordinances, rules, regulations and policies adopted by the city.*

Analysis: The proposed dumpster location was reviewed by Public Works, who determined that the dumpster was consistent with the size and screening requirements. The dumpster is located in the SW corner of the property fronting on Buffalo Street and is fully screened with fencing and landscaping. The dumpster enclosure material shall be reviewed in a subsequent minor site plan amendment for architectural consistency with the project.

Section 23.4-3, Exterior Lighting: *All outdoor lighting shall be installed in conformance with the provisions of this chapter, applicable electrical and energy codes, and applicable sections of the building code.*

Analysis: A photometric plan was provided depicting compliance with the exterior lighting requirements in Section 23.4-3 and does not allow light trespass upon neighboring residential properties or districts in excess of 12.57 lumens. A recommended condition of approval has been provided requiring the proposed lighting to comply with Dark Skies lighting recommendations. The proposed fixtures shall be required to have a warm tone setting of 3000 K or less. The proposed fixtures may be substituted with similar fully shielded light fixtures at building permit to achieve a warm LED light tone of 3000K or less if the proposed fixture cannot be set to provide the required light tone.

Section 23.4-10. - Off-street parking: This section provides general provisions for off-street parking. The standards “*apply to all parking spaces required for new buildings, new uses, additions, enlargements, or changes.*”

Analysis: The required parking for the multifamily development is 109 spaces. The parking was calculated at 1.75 spaces/unit for the 2-bedroom unit proposal (77 spaces for 44 units) and 2 spaces/unit for the 3-bedroom unit proposal (32 spaces for 16 units). The applicant requested a planned development waiver to relax the parking requirement from 109 spaces to 90 spaces. The proposed multifamily development is anticipating residents utilizing public transit as the primary mode of transportation.

Signage: Signage is required to comply with the size and design requirements of LDR Section 23.5-1, *Signs*. Ground or monument signage shall be depicted on the landscape plan at minor site plan amendment. The signage shall be reviewed at building permit for consistency with the sign requirements.

Section 23.6-1. - Landscape regulations: *The objective of this section is to provide minimum standards for the installation and maintenance of landscaping within the city. Per Section 23.6-1(c)(2), “on the site of a building or open-lot use providing an off-street parking, storage or other vehicular use area, where such an area will not be screened visually by an intervening building or structure from an abutting right-of-way or dedicated alley, shall require landscaping”.*

Analysis: The applicant submitted a conceptual landscape plan. The conceptual plan was reviewed and is generally in compliance with the City’s landscape regulations in LDR Section 23.6-1. Staff is proposing conditions to address all landscape requirements at the time of landscape permit, including the minimum native species requirement.

Section 23.2-31 - Site Design Qualitative Standards (Attachment A)

Site Design Qualitative Standards are intended to “*promote safety and minimize negative impacts of development on its neighbors by establishing qualitative requirements for the arrangements of buildings, structures, parking areas, landscaping and other site improvements. The qualitative standards are designed to ensure that site improvements are arranged in ways which cannot be otherwise accomplished with quantitative standards.*” These qualitative standards are applicable to site plan applications as well as all conditional uses. Compliance determination with the applicable standards in Section 23.2-31 are provided in Attachment A. **The following analysis of the site, building, vehicular use area and appearance support the compliance findings for the applicable standards listed in Attachment A.**

Site Design Qualitative Standards Analysis (including vehicular use areas):

The proposed improvements to the site circulations, landscaping and architecture are generally consistent with the Site Design Qualitative Standards. The street side elevations of the two three story buildings were not provided. Staff has drafted conditions of approval related to on-street parking on 2nd Ave N and Detroit Street if determined to be feasible by the City Engineer, Public Services and Community Sustainability at a subsequent minor site plan amendment to reduce the parking waiver request. A new dumpster enclosure is proposed on the rear; this improvement is properly screened as required, and location is deemed appropriate for pick-up services by Public Works. Improvements to the existing landscaping are also proposed and discussed in the landscape section of this report.

The proposed changes to the parking lot and vehicular use areas will effectively be screened from the public view with shade trees, palm trees and shrubs within the landscape areas. The proposed curb cuts and parking lot layout does not create an unsafe situation and are typical for the form of the development. The proposed architectural modifications are harmonious as a whole, will improve the aesthetics of the site, and will be an asset to the neighborhood.

The existing uses in the surrounding area are as follows:

Direction	Future Land Use	Zoning District	Existing Use
North	Industrial (I)	Industrial Park of Commerce (I-POC)	2 nd Avenue ROW/ Mobile Home Park
South	Commercial High/ underlying 8 units per acre (CH/8)	Neighborhood Commercial (CN)	Residential/ Used Car Dealership
East	Mixed Use - East (MU-W)	Transit Oriented Development (TOD)	Detroit Street ROW/ Shopping Center
West	Commercial High/ underlying 8 units per acre (CH/8)	Neighborhood Commercial (CN)	North Buffalo Street/ Single-Family Homes

The proposed uses and site improvements will not negatively affect the existing surrounding properties and uses. The proposed changes are harmonious and compatible with the existing mixed-use and residential area.

Community Appearance Criteria:

The proposed building and associated site improvements represent a substantial improvement in the general appearance of the property by providing new landscape screening around the perimeter of the property, new architecturally compatible building, and improved site circulation. The proposed architecture of the building is appropriate and in harmony with the surrounding residential and nonresidential area. Overall, the proposed development proposal represents a substantial improvement in the visual appearance of the property.

Conditional Use Findings (Attachment B)

Conditional uses are those uses that are generally compatible with the other uses permitted in a district, but that require individual review of their location, design, structure, configuration, density and intensity of use, and may require the imposition of conditions pertinent thereto in order to ensure the appropriateness and compatibility of the use at a particular location and to prevent or minimize potential adverse impacts to the surrounding area. The project proposal includes a conditional use request to establish a residential master plan greater than 7,500 square feet.

The proposed conditional use is not anticipated to impact the surrounding area greater than uses permitted by right or greater than the previous funeral home and crematorium use on the property. The site is currently vacant and is proposing multifamily buildings that does not utilize the maximum development potential. The building will be served by municipal services, including water, sewer, refuse, fire and police. The site is located on an arterial roadway. The proposed associated site improvements would provide new screening and site circulation.

Section 23.2-33(c) - Sustainable Bonus Incentive Program (SBIP)

The City of Lake Worth Beach Sustainable Bonus Incentive Program (SBIP) is intended to implement Objective 1.2.3 of the City's Comprehensive Plan which states the City shall establish incentives to help support the creation of a compact, sustainable, community-oriented development by implementing a Sustainable Bonus Incentive Program. The Program offers the opportunity to attain an option for increased height and/or FAR in exchange for the incorporation of sustainable design features, community-based improvements and overall design excellence as part of a development proposal.

Per Policy 1.2.3.4 of the City's Comprehensive Plan, a residential planned development may obtain a 25% bonus on density, intensity (FAR), and height over the base line as outlined in Table 1 of the Comprehensive Plan. The Applicant is asking for a bonus height, which are less than the maximum allowances that can be permitted for height through a sustainable bonus incentive in a planned development in the MU-W zoning district. The total square footage of bonus area above the second floor is +/-21,320 square feet in total for both buildings. Therefore, the value of required improvements for the SBIP bonus areas are \$159,900 (21,320 sf X \$7.50 per sf). Fifty percent (50%) of the incentive award value is \$79,950, which the applicant is required to pay to the City. For the remaining 50% of the incentive award value (\$79,950), the applicant is proposing a tot lot (\$16,369) and a Florida Green Building certification (\$39,975). The total value of the qualifying improvements is \$56,344. The total payment by the applicant to the City for the additional height and 1 - story is \$103,556 (\$103,556 = \$79,950 + \$23,606).

CONCLUSION AND CONDITIONS

The MU-W district is intended to provide for the establishment and expansion of a broad range of office and commercial uses, including moderate intensity and higher intensity commercial, hotel/motel and medium-density multiple-family residential development along the city's western thoroughfares. The establishment of certain uses is subject to conditional use review to ensure they will not create excessive problems for through traffic, or have a negative impact on nearby residential areas or the commercial viability of their neighbors. Based on the data and analysis in this report and the supporting materials by the applicant, the use is not anticipated to negatively impact adjacent residential property or have a negative impact on the commercial viability of neighboring commercial businesses. Further, the proposed site improvements are consistent with the City's LDR requirements. Therefore, a recommendation of approval is provided to the PZB with the following conditions:

Planning & Zoning

1. Fifty percent of the sustainable bonus fee (\$79,950) and the remaining incentive value after qualifying improvements were deducted (\$23,606) shall be paid to the City within one year of approval, or prior to the issuance of the building permit, whichever comes first for a total of \$103,556 (\$103,556 = \$79,950 + \$23,606)
2. The applicant shall provide qualifying sustainable bonus features equal to \$56,344, or shall be required to pay the remaining 50% of the incentive value in its entirety (\$79,950).
3. On-street parking shall be provided along 2nd Ave North and/or Detroit street subject to approval by the City Engineer, Public Services and the Department of Community Sustainability to reduce the parking waiver request.
4. A unity of title shall be required to applied for prior to subsequent minor site plan amendment and shall be recorded prior to the issuance of a building permit.
5. An address application shall be required to be submitted prior to application for building permit.
6. A video security system shall be required for the property.
7. The applicant shall submit the final School District Availability Determination from the PBC School District and shall pay all applicable fees to PBC prior to the issuance of a building permit.
8. Minor site plan amendment shall be required prior to the issuance of a building permit to address the following modifications:
9. Two (2) Bike racks will be required and appropriately placed on site to alleviate parking requirements. Site and landscape plans to reflect the location of the bike racks.
10. Exterior lighting shall be required to comply dark sky lighting guidelines, including using fully shielded fixtures and led lighting that has a color temperature of no more than 3000 Kelvins. www.darksky.org
11. A detailed landscape plan with plant counts and symbols shall be required to address the following:
 - a. Add notes to the Landscape Notes identifying that the irrigation system will meet LDR requirements, jurisdictional requirements, and source of water.

- b. Landscaped areas shall be protected from vehicular encroachments, appropriate curbing or wheel stops shall be provided as approved by staff.
 - c. Revise the Plant Material List to include in table format on the landscape plan (Sheet L1.01), the species, height, drought tolerant, native versus nonnative, etc.
 - d. Identify all vegetation on the landscape plan. Please identify the symbols or add symbols to the Plant Material List Table.
 - e. An additional site plan sheet depicting the location of all impermeable, semi-permeable and permeable surfaces shall be required.
 - f. All mechanical equipment shall be fully screened. The screening shall be depicted on the landscape plan.
12. On-street parking shall be depicted on the site plan to reduce the parking waiver request in so far as feasible.
 13. A designated delivery and/or ride share space shall be provided in the on-street parking area
 14. Dumpster enclosure material shall be reviewed for architectural consistency and for compliance with all applicable City requirements.
 15. Finalized street side architectural elevations are required for both Detroit Street and Buffalo Street. Architecture should engage the street along both rights-of-way and be complimentary to the architectural elevations provided.

Utilities (Water, Sewer & Stormwater)

1. Prior to building permit issuance, the Applicant shall provide the following:
 - a. All meter boxes, risers to DDCA & meter, and fire hydrants should be situated as close to the property line as possible in order to minimize the amount of easement dedication necessary.
 - b. Utility easements are a minimum of 15 feet wide.
 - c. Provide the SFWMD ERP.
 - d. Include an erosion control and BMP plan.
 - e. Provide the irrigation service line and meter size on the water and sewer plan sheet.
 - f. Capacity fees are due prior to permit issuance. The fee schedule can be referenced from the City website, under the finance division – Schedule of fees and charges.
2. Prior to Certificate of occupancy the easement dedication must be executed and recorded.

Public Works

1. The issuance of any permits shall comply with all provisions of the Lake Worth Municipal Code and all other applicable standards including but not limited to the Florida Department of Transportation (FDOT), Manual on Uniform Traffic Control Devices (MUTCD), and City of Lake Worth Public Works Construction Standards and Policy and Procedure Manual.
2. No Certificate of Occupancy shall be granted until all conditions of approval have been satisfied under jurisdiction of the Department of Public Works.
3. Prior to the issuance of a building permit, the applicant shall contact the Lake Worth Drainage (LWDD) District's Engineering Department and obtain any required permit(s), if necessary, and furnish to the City.
4. Prior to the issuance of a building permit, the applicant shall contact the South Florida Water Management District's (SFWMD) Engineering Department and obtain any required permit(s), if necessary.
5. Prior to the issuance of a certificate of occupancy, the Applicant shall ensure the entire surrounding off-site infrastructure inclusive of the roadway, sidewalk, curbing, stormwater system piping and structures, valve boxes, manholes, landscaping, striping, signage, and other improvements are in the same condition as prior to construction
6. Prior to the issuance of a building permit, the applicant shall submit an Erosion Control plan and indicate the BMP's and NPDES compliance practices.
7. Prior to the issuance of a Certificate of Occupancy, the applicant shall fine grade and sod all disturbed areas with bahia sod.

8. Prior to the issuance of a Certificate of Occupancy, the applicant shall broom sweep all areas of the affected right of way and remove of all silt and debris collected as a result of construction activity.
9. Prior to performing work in the right of way, the applicant shall apply for and receive issuance of a “Right of Way/Utility Permit” application.
10. Prior to the issuance of a Certificate of Occupancy, the applicant shall restore the right of way to a like or better condition. Any damages to pavement, curbing, striping, sidewalks or other areas shall be restored in kind.
11. ` of a Building permit, we will need to know the location of the pad-mount transformers for each building. The transformer locations must be accessible to our vehicles, and must have 8-ft minimum clearance in front of them and 3-ft clearance to the side or rear, including landscaping. They also must not be under or inside any structure.
12. Before the issuance of a Building permit, we will need a 10-ft wide utility easement for the underground electric, transformers and other equipment that will need to be installed to provide power to this project.
13. Before the issuance of a CO, the utility easement must be recorded.
14. Before the issuance of a Building permit, we will need to know if any other services will be needed for the project such as irrigation, lift station, lighting, gates, etc., and where these services will be.
15. The customer will be responsible for installing all schedule -40 gray conduit that will be needed by Lake Worth Beach for this project for the primary cable. This conduit must be installed at a 42” minimum dept. Pad specs will be given to the customer to show the proper orientation of conduit at the pad mount transformers.

Building Division

1. Finished floor must be 12 inches above the crown of the road.

BOARD POTENTIAL MOTION:

I move to **approve with conditions** of PZB Project #21-0100001 for a Residential Planned Development, Major Site Plan, Conditional Use, and Sustainable Bonus Incentive Program to construct a 60-unit multifamily residential development at the subject site based on upon the competent and substantial evidence provided in the staff report and in the testimony at the public hearing.

I move to **disapprove** PZB Project #21-0100001 for a Residential Planned Development, Major Site Plan, Conditional Use, and Sustainable Bonus Incentive Program to construct a 60-unit multifamily residential development at the subject site. The project does not meet the conditional use criteria for the following reasons [Board member please state reasons.].

Consequent Action: *The Planning & Zoning Board’s decision will be final decision for the Conditional Use Permit and Major Site Plan. The Applicant may appeal the Board’s decision to the City Commission.*

ATTACHMENTS

- A. Qualitative Development Standards
- B. Conditional Use Findings
- C. Application Package (survey, site plan, architectural plans & supporting documents)

ATTACHMENT A – Qualitative Development Standards

Section 23.2-31(c) – Qualitative Development Standards	Analysis
<p>1. Harmonious and efficient organization. All elements of the site plan shall be harmoniously and efficiently organized in relation to topography, the size and type of plot, the character of adjoining property and the type and size of buildings. The site shall be developed so as to not impede the normal and orderly development or improvement of surrounding property for uses permitted in these LDRs.</p>	In Compliance
<p>2. Preservation of natural conditions. The natural (refer to landscape code, Article 6 of these LDRs) landscape shall be preserved in its natural state, insofar as practical, by minimizing tree and soil removal and by such other site planning approaches as are appropriate. Terrain and vegetation shall not be disturbed in a manner likely to significantly increase either wind or water erosion within or adjacent to a development site. Natural detention areas and other means of natural vegetative filtration of stormwater runoff shall be used to minimize ground and surface water pollution, particularly adjacent to major waterbodies. Fertilizer/pesticide conditions may be attached to development adjacent to waterbodies. Marinas shall be permitted only in water with a mean low tide depth of four feet or more.</p>	Not Applicable
<p>3. Screening and buffering. Fences, walls or vegetative screening shall be provided where needed and practical to protect residents and users from undesirable views, lighting, noise, odors or other adverse off-site effects, and to protect residents and users of off-site development from on-site adverse effects. This section may be interpreted to require screening and buffering in addition to that specifically required by other sections of these LDRs, but not less.</p>	In compliance
<p>4. Enhancement of residential privacy. The site plan shall provide reasonable, visual and acoustical privacy for all dwelling units located therein and adjacent thereto. Fences, walls, barriers and vegetation shall be arranged for the protection and enhancement of property and to enhance the privacy of the occupants.</p>	In compliance
<p>5. Emergency access. Structures and other site features shall be so arranged as to permit emergency vehicle access by some practical means to all sides of all buildings.</p>	In compliance
<p>6. Access to public ways. All buildings, dwelling units and other facilities shall have safe and convenient access to a public street, walkway or other area dedicated to common use; curb cuts close to railroad crossings shall be avoided.</p>	In compliance
<p>7. Pedestrian circulation. There shall be provided a pedestrian circulation system which is insulated as completely as reasonably possible from the vehicular circulation system.</p>	In compliance
<p>8. Design of ingress and egress drives. The location, size and numbers of ingress and egress drives to the site will be arranged to minimize the negative impacts on public and private ways and on adjacent private property. Merging and turnout lanes traffic dividers shall be provided where they would significantly improve safety for vehicles and pedestrians.</p>	In compliance
<p>9. Coordination of on-site circulation with off-site circulation. The arrangement of public or common ways for vehicular and pedestrian circulation shall be coordinated with the pattern of</p>	In compliance

existing or planned streets and pedestrian or bicycle pathways in the area. Minor streets shall not be connected to major streets in such a way as to facilitate improper utilization.

10. Design of on-site public right-of-way (ROW). On-site public street and rights-of-way shall be designed to for maximum efficiency. They shall occupy no more land than is required to provide access, nor shall they unnecessarily fragment development into small blocks. Large developments containing extensive public rights-of-way shall have said rights-of-way arranged in a hierarchy with local streets providing direct access to parcels and other streets providing no or limited access to parcels. **Not applicable**

11. Off-street parking, loading and vehicular circulation areas. Off-street parking, loading and vehicular circulation areas shall be located, designed and screened to minimize the impact of noise, glare and odor on adjacent property. **In compliance**

12. Refuse and service areas. Refuse and service areas shall be located, designed and screened to minimize the impact of noise, glare and odor on adjacent property. **In compliance**

13. Protection of property values. The elements of the site plan shall be arranged so as to have minimum negative impact on the property values of adjoining property. **In compliance**

14. Transitional development. Where the property being developed is located on the edge of the zoning district, the site plan shall be designed to provide for a harmonious transition between districts. Building exteriors shall complement other buildings in the vicinity in size, scale, mass, bulk, rhythm of openings and character. Consideration shall be given to a harmonious transition in height and design style so that the change in zoning districts is not accentuated. Additional consideration shall be given to complementary setbacks between the existing and proposed development. **In compliance**

15. Consideration of future development. In finding whether or not the above standards are met, the review authority shall consider likely future development as well as existing development. **In compliance**

Section 23.2-31(d) - Qualitative Buildings, generally	Analysis
<p>1. Buildings or structures which are part of a present or future group or complex shall have a unity of character and design. The relationship of forms of the use, texture and color of material shall be such as to create one (1) harmonious whole. When the area involved forms an integral part of, is immediately adjacent to, or otherwise clearly affects the future of any established section of the city, the design, scale and location of the site shall enhance rather than detract from the character, value and attractiveness of the surroundings. Harmonious does not mean or require that the buildings be the same.</p>	In compliance
<p>2. Buildings or structures located along strips of land or on a single site, and not a part of a unified multi-building complex shall achieve as much visual harmony with the surroundings as is possible under the circumstances. If a building is built in an undeveloped area, three (3) primary requirements shall be met, including honest design construction, proper design concepts, and appropriateness to the city.</p>	In compliance
<p>3. All façades visible to public or adjacent property shall be designed to create a harmonious whole. Materials shall express their function clearly and not appear foreign to the rest of the building.</p>	In compliance

4. *The concept of harmony shall not infer that buildings must look alike or be of the same style. Harmony can be achieved through the proper consideration of scale, mass, bulk, proportion, height, orientation, site planning, landscaping, materials, rhythm of solids to voids and architectural components including but not limited to porches, roof types, fenestration, orientation and stylistic expression.* **Not applicable**
5. *Look-alike buildings shall not be allowed unless, in the opinion of the board, there is sufficient separation to preserve the aesthetic character of the present or evolving neighborhood. This is not to be construed to prohibit the duplication of floor plans and exterior treatment in a planned development where, in the opinion of the board, the aesthetics or the development depend upon, or are enhanced by the look-alike buildings and their relationship to each other.* **In compliance**
6. *Buildings, which are of symbolic design for reasons of advertising, unless otherwise compatible with the criteria herein, will not be approved by the board. Symbols attached to the buildings will not be allowed unless they are secondary in appearance to the building and landscape and are an aesthetic asset to the building, project and neighborhood.* **In compliance**
7. *Exterior lighting may be used to illuminate a building and its grounds for safety purposes, but in an aesthetic manner. Lighting is not to be used as a form of advertising in a manner that is not compatible to the neighborhood or in a manner that draws considerably more attention to the building or grounds at night than in the day. Lighting following the form of the building or part of the building will not be allowed if, in the opinion of the board, the overall effect will be detrimental to the environment. All fixtures used in exterior lighting are to be selected for functional as well as aesthetic value.* **In compliance**
8. *Building surfaces, walls and roofs shall be compatible and in harmony with the neighborhood.* **In compliance**
9. *"Take-out" or "pick-up" windows of retail or wholesale establishments shall not be located on a building façade that faces a public right-of-way, unless they are designed in such a manner as to constitute an aesthetic asset to the building and neighborhood.* **Not applicable**
10. *All exterior forms, attached to buildings, shall be in conformity to and secondary to the building. They shall be an asset to the aesthetics of the site and to the neighborhood.* **In compliance**
11. *All telephones, vending machines, or any facility dispensing merchandise, or a service on private property, shall be confined to a space built into the building or buildings or enclosed in a separate structure compatible with the main building, and where appropriate and feasible, should not be readily visible from off-premises.* **Not applicable**
12. *Buildings of a style or style-type foreign to south Florida or its climate will not be allowed. It is also to be understood that buildings which do not conform to the existing or to the evolving atmosphere of the city, even though possessing historical significance to south Florida, may not be approved.* **In compliance**
13. *No advertising will be allowed on any exposed amenity or facility such as benches and trash containers.* **In compliance**
14. *Light spillage restriction. The applicant shall make adequate provision to ensure that light spillage onto adjacent residential properties is minimized.* **In compliance**

Section 23.2-31(h) – Criteria for parking lots and vehicular use areas	Analysis
<p>1. <i>Parking lots and other vehicular use areas are to be designed as an aesthetic asset to a neighborhood and to the building, group of buildings, or facility they serve. A parking lot is to be considered an outside space; a transitional space that is located between access areas (such as roads) and the building, group of buildings or other outside spaces which it serves. The parking lot, because it is viewed from above as well as at eye level, should be designed accordingly.</i></p>	In compliance
<p>2. <i>Parking lots, vehicular use areas, and vehicles parked therein are to be effectively screened from the public view and from adjacent property in a manner that is attractive and compatible with safety, the neighborhood and the facility served.</i></p>	In compliance
<p>3. <i>The responsibility for beautification and design of a parking lot is the same as that which a homeowner has to his residential lot. The atmosphere within a parking lot or vehicular use area is to be as pleasant and park-like as possible, rather than a harsh stand of paving. Trees are of primary importance to the landscape and are not to be minimized in either height or quantity. Trees impart a sense of three-dimensional space in a relatively flat area. Trees cast shadows that help to reduce the monotony of an expanse of paving and create a refuge from the tropical sun. Signs designating entrances, exits and regulations are to be of a tasteful design and shall be subject to review by the board. Consideration may be given to use of pavement which is varied in texture or color to designate lanes for automobile traffic, pedestrian walks and parking spaces. Brightly colored pavement is to be used with restraint. In order to create a pleasant atmosphere, it is recommended that consideration be given to sculpture, fountains, gardens, pools and benches. Design emphasis is to be given to the entrance and exit areas of the lot. Trash, refuse and unaesthetic storage and mechanical equipment shall be screened from the parking lot.</i></p>	In compliance
<p>4. <i>Lighting is to be designed for visual effects as well as safety and resistance to vandalism. Care should be taken not to create a nuisance to the neighborhood from brightness or glare. Low lights in modest scale can be used along with feature lighting emphasizing plants, trees, barriers, entrances and exits. The fixtures are to be selected for functional value and aesthetic quality. Fixtures should be regarded as "furniture of the parking lot" which are visible both day and night.</i></p>	In compliance

Section 23.2-31(l) – Community Appearance Criteria	Analysis
<p>1. <i>The plan for the proposed structure or project is in conformity with good taste, good design, and in general contributes to the image of the city as a place of beauty, spaciousness, harmony, taste, fitness, broad vistas and high quality.</i></p>	In compliance
<p>2. <i>The proposed structure or project is not, in its exterior design and appearance, of inferior quality such as to cause the nature of the local environment or evolving environment to materially depreciate in appearance and value.</i></p>	In compliance
<p>3. <i>The proposed structure or project is in harmony with the proposed developments in the general area, with code requirements pertaining to site plan, signage and landscaping, and the comprehensive plan for the city, and with the criteria set forth herein.</i></p>	In compliance
<p>4. <i>The proposed structure or project complies with this section and 23.2-29, Conditional Use Permits (CUP), as applicable.</i></p>	In compliance

ATTACHMENT B - Findings for Granting Conditional Uses

Prior to approving any conditional use permit, the decision-making authority shall find based on competent and substantial evidence that the following criteria related to conditional uses are met:

Section 23.2-29(d) General findings relating to harmony with LDRs and protection of public interest.	Analysis
1. <i>The conditional use exactly as proposed at the location where proposed will be in harmony with the uses which, under these LDRs and the future land use element, are most likely to occur in the immediate area where located.</i>	In compliance
2. <i>The conditional use exactly as proposed at the location where proposed will be in harmony with existing uses in the immediate area where located.</i>	In compliance
3. <i>The conditional use exactly as proposed will not result in substantially less public benefit or greater harm than would result from use of the site for some use permitted by right or some other conditional use permitted on the site.</i>	In compliance
4. <i>The conditional use exactly as proposed will not result in more intensive development in advance of when such development is approved by the future land use element of the comprehensive plan.</i>	In compliance
Section 23.2-29(e) Specific findings for all conditional uses.	Analysis
1. <i>The proposed conditional use will not generate traffic volumes or movements which will result in a significant adverse impact or reduce the level of service provided on any street to a level lower than would result from a development permitted by right.</i>	In compliance
2. <i>The proposed conditional use will not result in a significantly greater amount of through traffic on local streets than would result from a development permitted by right and is appropriately located with respect to collector and arterial streets</i>	In compliance
3. <i>The proposed conditional use will not produce significant air pollution emissions, or will appropriately mitigate anticipated emissions to a level compatible with that which would result from a development permitted by right.</i>	In compliance
4. <i>The proposed conditional use will be so located in relation to the thoroughfare system that neither extension nor enlargement nor any other alteration of that system in a manner resulting in higher net public cost or earlier incursion of public cost than would result from development permitted by right.</i>	In compliance
5. <i>The proposed conditional use will be so located in relation to water lines, sanitary sewers, storm sewers, surface drainage systems and other utility systems that neither extension nor enlargement nor any other alteration of such systems in a manner resulting in higher net public cost or earlier incursion of public cost than would result from development permitted by right.</i>	In compliance
6. <i>The proposed conditional use will not place a demand on municipal police or fire protection service beyond the capacity of those services, except that the proposed facility may place a demand on municipal police or fire protection services which does not exceed that likely to result from a development permitted by right.</i>	In compliance

7. *The proposed conditional use will not generate significant noise, or will appropriately mitigate anticipated noise to a level compatible with that which would result from a development permitted by right. Any proposed use must meet all the requirements and stipulations set forth in section 15.24, Noise control.* **In compliance**

8. *The proposed conditional use will not generate light or glare which encroaches onto any residential property in excess of that allowed in section 23.4-10, Exterior lighting.* **In compliance**

JUSTIFICATION STATEMENT

Detroit Street Residential
City of Lake Worth Beach
Submittal: December 28, 2021
Resubmittal: February 11, 2022

REQUEST

A request by JMorton Planning & Landscape Architecture (“Applicant”), on behalf of the fee simple owner, Pacific Land Holdings, LLC (“Owner”), which seeks 60 multi-family residential units as a redevelopment and infill project on the 2.4 acre site as noted below. The application requests are as follows:

- Planned Development
- Major Site Plan
- Conditional Use
- Sustainable Bonus

The fee simple ownership is vested into the Owner by way of the Special Warranty Deed as recorded in the Public Records of Palm Beach County (ORB. 31849, PG. 1188).

PROJECT LOCATION



GENERAL DESCRIPTION**Site Data**

Future Land Use	[Transit Oriented Development] TOD
Zoning District	[Mixed Use West] MU-W
Property Control Number	38-43-44-20-14-002-0010, 38-43-44-20-14-002-0390,
Total Site Area	2.41 AC

Residential

Housing Type	Multifamily
Total Dwelling Units	60 DU
Maximum Standard Density	30.0 DU/AC
Proposed Density	24.9 DU/AC

Unit Mix

2 - Bedroom	44 Units
3 - Bedroom	16 Units

Parking Required

2-Bedroom (1.75 Space/Dwelling Unit @ 44 Units)	77 Spaces
3-Bedroom (2 Space/Dwelling Unit @ 16 Units)	32 Spaces

Parking Proposed

Handicap Required	4
Handicap Proposed	4

Maximum Impervious Area

Proposed Impervious Area	62.7%
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Maximum Ht (with SBIP)

Proposed Ht (with SBIP)	32'-4 7/8"
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Maximum Wall Ht at Side Setback (with SBIP)

Proposed Wall Ht at Side Setback (with SBIP)	30'-00"
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Water Management Tract Proposed

Pervious Area (Including Retention)	0.22 AC
Impervious Area	26,111 SF (24.9%) 78,869 SF (75.1%)

MU-W Planned Development Property Development Regulations

Zoning MU-W	Minimum Lot Dimensions		Density ¹	FAR ²	Bldg. Cover	Minimum Setbacks			
	Size	Width				Front	Side	Street	Rear
Required	0.3 AC	100'	37.5 DU/AC	2.3	50%	20'	20'	20'	10'
Proposed	2.41 AC	251.02'	24.9 DU/AC	0.76	30%	20'	20'	20'	42'

¹ Base Density before SBIP is 30 DU/AC² Base FAR before SBIP is 1.30

SURROUNDING PROPERTY INFORMATION:

Adjacent Property	Land Use Designation	Zoning Designation	Existing Use	Size (Acres)
North	I	I-POC	Mobile Home	18.09 AC
South	CH/8	CN	Residential & Used car dealer	0.3 AC & 0.51 AC
East	TOD	MU-W	Shopping Center	7.89 AC
West	CH/8	CN	Residential	0.12 AC, 0.17 AC, 0.41 AC & 0.29 AC

The Applicant is proposing a multi-family development on a 2.41 acre vacant lot with the purpose of improving the area while contributing to the commercial, residential, and recreational uses surrounding the area as well as the surrounding mixed uses that promote walkable and interconnected uses with a mix of densities and intensities and access to transit, bicycle, pedestrian, and other modes of transportation.

The proposed project will also implement the Sustainable Bonus Incentive Program to attain an increase in height (+ 6 feet) of height for an additional story which in exchange will contribute to the purpose of the comprehensive plan to incorporate sustainable design features, community based improvements and overall design excellence as part of a development proposal. The proposed project will incorporate affordable housing units. These units will be restricted as affordable housing units in accordance with guidelines and requirements imposed by such programs as the Low Income Housing Tax Credit program. There is an incredible need for affordable housing opportunities throughout the entire County as well as within the City of Lake Worth Beach. The additional height will allow for the development of a successful multi-family project that will add 60 units to the City's housing inventory while not creating compatibility issues with the surrounding properties. There is another 3 story residential project to the west of the Property and the proposed project would be consistent and compatible with that existing residential project.

This specific area of the City is in need of revitalization and redevelopment. There are multiple vacant properties in the immediate area. Often times vacant properties get forgotten and become issues that are a strain on municipal code enforcement staff. Encouraging redevelopment and new development will add to the City's tax base and contribute to property values for surrounding properties.

The proposed schedule for the of development will be determined and will begin upon approval.

The Applicant and Developer of the Property is Southport Financial Services. Founded in 1995, Southport Financial Services, Inc. is a multi-family housing developer based in Tampa, Florida, with additional offices in Tacoma, Washington, and Washington, D.C. Southport's principals have built or acquired a substantial number of market rental housing projects and developed over 120 Low Income Housing Tax Credit (LIHTC) properties. In addition to acquiring and managing conventional apartment complexes, Southport has a demonstrated ability to secure LIHTC allocations, as well as volume cap tax-exempt bond allocations in multiple states. While maintaining a strong focus on developing and rehabilitating government subsidized housing, Southport is also expanding its portfolio of conventional multi-family housing properties in central Florida and throughout select cities in the southeastern United States. Southport ranks 7th nationwide in top affordable housing owners based upon the number of transactions closed on a yearly basis. Southport already has several projects in the Palm Beach County area including a 210 unit multi-family project in Greenacres, a 163 unit multi-family (age restricted) project in West Palm Beach, and a 109 unit multi-family project in Belle Glade (currently under construction).

CITY OF LAKE WORTH COMPREHENSIVE PLAN

The proposed project is within the Mixed Use West zoning district which allows higher-intensity uses as well as higher height limits along the City's western thoroughfares as well as the Transit-Oriented Development (TOD) Future Land Use category which was established to promote compact, mixed-use development near proposed or existing transportation infrastructure to encourage diversity in the way people live, work and commute. The maximum density of permitted residential development is 60 dwelling units per acre which is what is being proposed. All buildings are required to provide transitional buffering and design features to mitigate impact of the TOD sites adjacent to residential zoning districts.

The proposed multi-family will not only help improve the area by redeveloping a main corridor and gateway to the city, but will also contribute to the commercial, residential, and recreational uses surrounding the area as well as the surrounding mixed uses that promote walkable and interconnected uses with a mix of densities and intensities and access to transit, bicycle, pedestrian, and other modes of transportation.

Based on the mentioned above, the proposed Project complies with the Comprehensive Plan.

MULTI-FAMILY MARKET DEMAND (CBRE, INC. MARKET OUTLOOK)

CURRENT CONDITIONS:

Strong economic fundamentals and a rapidly rising population continue to support a healthy multifamily market in Palm Beach County. Favorable demographics and a strong economy are expected to put downward pressure on vacancy rates, although new completions should prevent a shortage of product. Future population growth will further accelerate job and economic growth, providing ample support for the multifamily market as it continues to expand.

CONSTRUCTION ACTIVITY:

Deliveries multi-family product over the past five (5) years were strong. Completions totaled approximately 11,000 units with absorption at a similar pace. Despite rising construction costs, construction activity remains robust.

OUTLOOK:

The multi-family market remains strong, with rentable inventory growing at a healthy pace. Palm Beach County is a predominantly domestic resident market, and strong local economic fundamentals along with favorable demographics fortify the market. The economic outlook for the area remains closely tied to the national economy. Attractive rate-of-return metrics suggest that multifamily development will continue at a sustainable level.

The Applicant intends to apply for building and land development permits immediately following site plan approval and will commence construction following receipt of permits. Once construction commences the Applicant anticipates construction to last approximately one year. Once construction is completed and Certificate of Occupancy is received, the residential units will be available for rent. Based upon current market conditions and future conditions anticipated for the proposed affordable units, occupancy rates are anticipated to be high.

PLANNED DEVELOPMENT

General Provisions and Requirements Section 23.3-25 (B):

1. Compliance with other sections. All planned developments shall comply with sections 23.2-27, 23.2-28 and 23.2-29.

All planned developments will comply with the sections mentioned above as applicable. The proposed project will also implement the Sustainable Bonus Incentive Program to attain an increase in height (+ 6 feet) of height for an additional story which in exchange will contribute

to the purpose of the comprehensive plan to incorporate sustainable design features, community based improvements and overall design excellence as part of a development proposal.

2. Conflict with other regulations. The provisions of this section shall apply generally to the creation and regulation of all planned development districts. Where conflicts exist between these special planned development provisions and regulations relating to the installation operation or service requirements of any utility system or service, the utility regulations shall apply. Where conflicts exist between these special provisions and general zoning, subdivision or other applicable non-utility regulations, these special regulations shall apply.

Will comply with the conflict standard for Planned Developments.

3. Dedication of public facilities. Dedication, grant, reservation or improvement of property or easements therein for public rights-of-way, streets, schools, parks, utilities, or other public facilities may be required as a condition or requirement of approval pursuant to this section.

Will comply with dedication requirement(s) by the City, if applicable.

4. Effect of planned development approval. When approved pursuant to the provisions of this section, the master development plan and all information and documents formally incorporated with the application shall constitute an amendment the Official Zoning Map. Development within a planned development shall occur in conformity with the approved master development plan and development phasing

Will comply with the conformity standards for Planned Developments and per the approved Master Development Plan.

5. Utilities. All utilities, including telephone, cable television, and electrical service systems, shall be installed underground. However, the following facilities may be exempt from this requirement:

- Accessory facilities normally associated with such systems that require above-ground installation, provided such facilities are screened adequately; and
- Primary facilities, such as electric substations, providing service to the planned development or to service areas not located within the planned development. Primary facilities shall be screened or landscaped.

All utilities will be installed underground and will comply with all applicable regulatory utility standards.

6. Visibility triangle. In all planned development, visibility at all street and alley intersections shall be provided pursuant to section 23.4-4.

Will comply with all applicable clear sight triangle visibility standards. Visibility Triangles are shown on Site Plan.

7. Open space. In all planned development, sufficient areas of common open space shall be provided at each stage of development and upon completion of development. Such common open space shall include areas not covered by water.

Will comply with all applicable designed open space and landscaped space standards.

8. Establishment of planned development districts. Planned development districts will be established from designated existing zoning districts by amendment to the official zoning map for tracts of land suitable in location, extent, and character for the structures and uses proposed.

The Property is located within the existing Transit Oriented Development (TOD) Future Land Use and the Mixed Use West (MU-W) Zoning district. It is located near a park, surrounded by residential and commercial uses, and has close access to transit.

9. Unified control. All land included for purpose of development within a planned development district

shall be owned or under the control of the petitioner for such zoning designation, whether that petitioner be an individual, partnership or a corporation, or a group of individuals, partnerships or corporations. The petitioners shall present firm evidence of the unified control of the entire area within the proposed planned development district and shall agree that when the development proceeds:

- It will be in accordance with the ordinance officially adopted for the district and the regulations in effect when the planned development was approved.
- Agreements, contracts, or deed restrictions and covenants will be provided to the city to ensure that the development will occur in accordance with the master development plan; and that the developer, his successors, assignees, or heirs, are responsible for the continued maintenance and operation of common areas and facilities, including sodding, watering down and fencing of undeveloped areas earmarked for future stages of development that are disturbed during development.

Will comply with all applicable unified control requirements. The project will be owned and operated as a rental residential development.

10. Master development plan. Any petition for planned development district zoning shall be accompanied by a professionally prepared master development plan.

Will comply with master development plan required. A master development plan has been provided.

11. Supporting information. Applications for planned development approval shall include all documentation set forth above.

Will comply with all supporting information required. Documentation has been provided. Bonus height will be requested through Sustainable Bonus Incentive Program Form.

12. Professional services required. A master development plan for any proposed planned development district shall be prepared utilizing the professional services of individuals possessing appropriate licensure or registration.

A master development plan has been provided by a licensed Landscape Architect and professional support staff.

13. Application fees. Application fees for planned development districts shall be established and amended by resolution of the city commission.

Application fees have been provided.

Residential Planned Developments (RPDs) Special Requirements Section 23.2-25 (C):

1. Location. RPDs may be created in any residential district
The Property is located within the existing Transit Oriented Development (TOD) Future Land Use and the Mixed Use West (MU-W) Zoning district. The proposed RPD is consistent and permitted within these categories.
2. Minimum area required. The minimum area required for a residential planned development district shall be five acres, unless otherwise provided in these LDRs. However, any area of lesser size may be approved for residential planned development zoning upon findings by the planning board or historic resources preservation board and the city commission that one or more of the following conditions exists:
 - Particular circumstances justify such reduction.
 - Requirements for RPD zoning and the benefit to be derived from such zoning can be derived in such lesser area.
 - Permitting such lesser area for RPD zoning is in conformity with the comprehensive plan.

Total site area is 2.41 AC. The site is bounded by streets to the east, west and north. The proposed affordable housing units will fill a need for attainable housing.

3. Permitted uses. Within any residential planned development any use permitted in the underlying zoning district is permitted.

The proposed site is located in the Mixed Use West (MU-W) zoning district. The proposed multi-family use is permitted.

4. Required setbacks. Required setbacks shall be as provided in these LDRs for the zoning district in which the planned development is to be located.

The proposed site is multi-family residential use. Side, rear, and front setbacks have been provided at 20 feet. Please see Site Plan.

5. Parking and loading space requirements. Parking and loading spaces for all uses within a residential planned development district shall be provided as required by The Code. No off-street parking shall be located within a required setback area.

The site requires 109 parking spaces. The proposed site plan provides for 90 parking spaces. The Property is located on a bus route and within close proximity of the Lake Worth Tri-Rail Station. It is anticipated that several residents within the project will rely on public transportation. It is also anticipated that these residents may not have vehicles or couples occupying one unit will likely share one vehicle. The proposed unit breakdown consists of 16 three bedroom units and 44 two bedroom units. The ITE Parking Generation Manual (4th Edition) states that the average peak parking demand of multi-family apartment units (Land Use #221) is 1.23 parking spaces per unit. Applying this methodology from ITE, a total of 74 parking spaces would be adequate for the development. Based upon the nature of the proposed development with regard to demographics, the location of the development as well as acceptable parking demand rates, the proposed parking as shown is anticipated to be adequate to meet the demands of the proposed development.

6. Landscaping. Landscaping, tree protection, screening and buffering shall be provided as required by Section 23.6-1. However, additional landscaping, screening, and buffering may be required to provide additional privacy and protection for residents within a planned development district and adjacent property owners.

All landscaping, buffering, screening, and tree protection is shown on the Landscape Plans. Required trees have been planted where feasible. Additional requirements to provide additional trees would result in overcrowding of vegetation.

7. Signs. Signs may be erected pursuant to the provisions of section 23.5-1.

Signs will comply with the provisions of section 23.5-1.

CONDITIONAL USE CRITERIA SECTION 23.2-29. D AND SECTION 23.2-29-E:

1. The Conditional Use exactly as proposed at the location where proposed will be in harmony with the uses which, under these LDRs and the Future Land Use Element, are most likely to occur in the immediate area where located.

There are other multi-family developments in the area, there is a park nearby and there is close access to transit. The proposed improvements will be developed in an existing vacant property which will create infill development within the area and will provide multiple community benefits.

2. The Conditional Use exactly as proposed at the location where proposed will be in harmony with existing uses in the immediate area were located.

Complies with the standard of redevelopment in harmony with the surrounding neighborhood.

3. The conditional use exactly as proposed will not result in substantially less public benefit or greater harm than would result from use of the site for some use permitted by right or some other conditional use permitted on the site.

Complies with offering a public value added and public benefit to the City.

4. The Conditional Use exactly as proposed will not result in more intensive development in advance of when such development is approved by the Future Land use Element of the Comprehensive Plan.

The maximum density for the proposed site is 72 dwelling units per acre. The Applicant is proposing 60 dwelling units per acre which is less than the maximum standard permitted density.

5. The proposed Conditional Use will not generate traffic volumes or movements which will result in a significant adverse impact or reduce the level of service provided on any street to a level lower than would result from a development permitted by right.

Based on the traffic analysis made for the site, no level of service provided on the surrounding streets will be significantly impacted. Please see Traffic Report.

6. The proposed conditional use will not result in a significantly greater amount of through traffic on local streets than would result from a development permitted by right and is appropriately located with respect to collector and arterial streets.

Based on the trip generation calculations no significant amount of through traffic will be generated on local streets. Please see Traffic Report.

7. The proposed conditional use will not produce significant air pollution emissions or will appropriately mitigate anticipated emissions to a level compatible with that which would result from a development permitted by right.

The proposed multi-family development will not produce significant air pollution or emissions increases. As an infill development near commercial uses, it helps reduce the amount that people drive while providing multiple community benefits.

8. The proposed conditional use will be so located in relation to the thoroughfare system that neither extension nor enlargement nor any other alteration of that system in a manner resulting in higher net public cost or earlier incursion of public cost than would result from development permitted by right.

The proposed multi-family development is an infill development located near a park, surrounded by residential and commercial uses, and is in the Transit Oriented Development Future Land use area; therefore, it will not alter the system nor will result in an increase in net public cost for on-site or off-site improvements.

9. The proposed Conditional Use will be so located in relation to water lines, sanitary sewers, storm sewers, surface drainage systems and other utility systems that neither extension nor enlargement nor any other alteration of such systems in a manner resulting in higher net public cost than would result from development permitted by right.

Complies with infrastructure standards and will not place a burden on same. Utilities already available to the Property.

10. The proposed Conditional Use will not place a demand on municipal police or fire protection service beyond the capacity of those services, except that the proposed facility may place a demand on municipal police or fire protection services which does not exceed that likely to result from a development permitted by right.

Complies with level of serves standards to maintain protection for fire and police services.

11. The proposed Conditional Use will not generate significant noise or will appropriately mitigate anticipated noise to a level compatible with that which would result from a development permitted by right. Any proposed use must meet all the requirements and stipulations set forth in Section 15.24 – Noise Control.

The proposed multi-family development will not generate significant noise nor will mitigate anticipated noise as it is not of commercial nor industrial use.

12. The proposed Conditional Use will not generate light or glare which encroaches onto any residential property in excess of that allowed in Section 23.4-10 – Exterior Lighting.

The proposed multi-family development will not generate light or glare that will encroach onto any residential property in excess as it is not of commercial nor industrial use.

SITE PLAN

Qualitative Development Standards Section 23.2-31 (C):

1. Harmonious and efficient organization. All elements of the site plan shall be harmoniously and efficiently organized in relation to topography, the size and type of plot, the character of adjoining property and the type and size of buildings. The site shall be developed so as to not impede the normal and orderly development or improvement of surrounding property for uses permitted in these LDRs.

Complies with the harmonious and efficient organization aspect of the code. As previously mentioned, there are other multi-family developments in the area, there is a park nearby and there is close access to transit. The proposed improvements will be developed in an existing vacant property which will create infill development within the area and will provide multiple community benefits.

2. Preservation of natural conditions. The natural (refer to landscape code, Article 6 of these LDRs) landscape shall be preserved in its natural state, insofar as practical, by minimizing tree and soil removal and by such other site planning approaches as are appropriate. Terrain and vegetation shall not be disturbed in a manner likely to significantly increase either wind or water erosion within or adjacent to a development site. Natural detention areas and other means of natural vegetative filtration of stormwater runoff shall be used to minimize ground and surface water pollution, particularly adjacent to major waterbodies as specified in Part II, Chapter 12, Health and Sanitation, Article VIII, Fertilizer Friendly Use Regulations. Fertilizer/pesticide conditions may be attached to development adjacent to waterbodies. Marinas shall be permitted only in water with a mean low tide depth of four (4) feet or more.

Complies with the preservation of natural conditions.

3. Screening and buffering. Fences, walls, or vegetative screening shall be provided where needed and practical to protect residents and users from undesirable views, lighting, noise, odors, or other adverse off-site effects, and to protect residents and users of off-site development from on-site adverse effects. This section may be interpreted to require screening and buffering in addition to that specifically required by other sections of these LDRs, but not less.

Complies with screening and buffering standards. All landscaping, buffering, screening, and tree protection is shown on the Landscape Plans. Required trees have been planted where feasible.

4. Enhancement of residential privacy. The site plan shall provide reasonable, visual, and acoustical privacy for all dwelling units located therein and adjacent thereto. Fences, walls, barriers, and vegetation shall be arranged for the protection and enhancement of property and to enhance the privacy of the occupants.

Complies with enhancement of residential privacy. Landscape buffering has been added

around the Property for the protection and enhancement of the property and to enhance the privacy of the occupants. All landscaping, buffering, screening, and tree protection is shown on the Landscape Plans.

5. Emergency access. Structures and other site features shall be so arranged as to permit emergency vehicle access by some practical means to all sides of all buildings.
Complies with emergency access design and standards.
6. Access to public ways. All buildings, dwelling units and other facilities shall have safe and convenient access to a public street, walkway or other area dedicated to common use; curb cuts close to railroad crossings shall be avoided.
Complies with access to public streets. The proposed improvements include two safe and convenient access points with ingress and egress access to and from Detroit Street.
7. Pedestrian circulation. There shall be provided a pedestrian circulation system which is insulated as completely as reasonably possible from the vehicular circulation system.
Complies and includes pedestrian circulation systems.
8. Design of ingress and egress drives. The location, size and numbers of ingress and egress drives to the site will be arranged to minimize the negative impacts on public and private ways and on adjacent private property. Merging and turnout lanes traffic dividers shall be provided where they would significantly improve safety for vehicles and pedestrians.
Complies with engineering design standards for ingress and egress drives.
9. Coordination of on-site circulation with off-site circulation. The arrangement of public or common ways for vehicular and pedestrian circulation shall be coordinated with the pattern of existing or planned streets and pedestrian or bicycle pathways in the area. Minor streets shall not be connected to major streets in such a way as to facilitate improper utilization.
Complies with maintaining on-site and off-site circulation systems.
10. Design of on-site public right-of-way. On-site public street and rights-of-way shall be designed for maximum efficiency. They shall occupy no more land than is required to provide access, nor shall they unnecessarily fragment development into small blocks. Large developments containing extensive public rights-of-way shall have said rights-of-way arranged in a hierarchy with local streets providing direct access to parcels and other streets providing no or limited direct access to parcels.
Complies with good engineering practices of on-site access.
11. Off-street parking, loading and vehicular circulation areas. Off-street parking, loading and vehicular circulation areas shall be located, designed, and screened to minimize the impact of noise, glare, and odor on adjacent property.
Complies with all parking and loading standards and requirements. Parking and loading areas have been designed so as to minimize impacts of noise, glare and odor on adjacent properties.
12. Refuse and service areas. Refuse and service areas shall be located, designed, and screened to minimize the impact of noise, glare, and odor on adjacent property.
Complies with refuse removal and service areas.
13. Protection of property values. The elements of the site plan shall be arranged so as to have minimum negative impact on the property values of adjoining property.
Complies with maintaining and protecting local property values.

14. Transitional development. Where the property being developed is located on the edge of the zoning district, the site plan shall be designed to provide for a harmonious transition between districts. Building exteriors shall complement other buildings in the vicinity in size, scale, mass, bulk, rhythm of openings and character. Consideration shall be given to a harmonious transition in height and design style so that the change in zoning districts is not accentuated. Additional consideration shall be given to complementary setbacks between the existing and proposed development.

Complies with good zoning and land use practice for transitional development. As previously mentioned, the proposed project will implement the Sustainable Bonus Incentive Program to attain an increase in height (+ 6 feet) of height for an additional story which in exchange will contribute to the purpose of the comprehensive plan to incorporate sustainable design features, community based improvements and overall design excellence as part of a development proposal.

15. Consideration of future development. In finding whether or not the above standards are met, the review authority shall consider likely future development as well as existing development.

Complies with consideration of future development.

Buildings, generally Section 23.2-31 (D):

1. Buildings or structures which are part of a present or future group or complex shall have a unity of character and design. The relationship of forms of the use, texture and color of material shall be such as to create one (1) harmonious whole. When the area involved forms an integral part of, is immediately adjacent to, or otherwise clearly affects the future of any established section of the city, the design, scale, and location of the site shall enhance rather than detract from the character, value, and attractiveness of the surroundings. Harmonious does not mean or require that the buildings be the same.

Complies with the buildings to have unity of character and design.

2. Buildings or structures located along strips of land or on a single site, and not a part of a unified multi-building complex shall achieve as much visual harmony with the surroundings as is possible under the circumstances. If a building is built in an undeveloped area, three (3) primary requirements shall be met, including honest design construction, proper design concepts, and appropriateness to the city.

Complies with the buildings to achieve as much visual harmony with the surroundings as much as possible.

3. All façades visible to public or adjacent property shall be designed to create a harmonious whole. Materials shall express their function clearly and not appear foreign to the rest of the building.

Complies with all façades visible to public or adjacent property to be designed to create a harmonious whole.

4. The concept of harmony shall not infer that buildings must look alike or be of the same style. Harmony can be achieved through the proper consideration of scale, mass, bulk, proportion, height, orientation, site planning, landscaping, materials, rhythm of solids to voids and architectural components including but not limited to porches, roof types, fenestration, orientation, and stylistic expression.

Complies with the concept of harmony through the proper consideration of height, orientation, site planning, landscaping, and architectural components.

5. Look-alike buildings shall not be allowed unless, in the opinion of the board, there is sufficient separation to preserve the aesthetic character of the present or evolving neighborhood. This is not to be construed to prohibit the duplication of floor plans and exterior treatment in a planned development where, in the opinion of the board, the aesthetics or the development depend upon, or

are enhanced by the look-alike buildings and their relationship to each other.

The residential project has been designed to fit in with the surrounding area while bringing new construction to the City. The architectural style of the residential buildings does not exactly look like anything in the immediate area. The two residential buildings are different footprints but have been designed to match one another as they are part of the same project.

6. Buildings, which are of symbolic design for reasons of advertising, unless otherwise compatible with the criteria herein, will not be approved by the board. Symbols attached to the buildings will not be allowed unless they are secondary in appearance to the building and landscape and are an aesthetic asset to the building, project, and neighborhood.

No symbols will be attached to the proposed buildings for reasons of advertising.

7. Exterior lighting may be used to illuminate a building and its grounds for safety purposes, but in an aesthetic manner. Lighting is not to be used as a form of advertising in a manner that is not compatible to the neighborhood or in a manner that draws considerably more attention to the building or grounds at night than in the day. Lighting following the form of the building or part of the building will not be allowed if, in the opinion of the board, the overall effect will be detrimental to the environment. All fixtures used in exterior lighting are to be selected for functional as well as aesthetic value.

Complies with the exterior lighting to be used to illuminate the buildings in an aesthetic manner.

8. Building surfaces, walls and roofs shall be compatible and in harmony with the neighborhood.

Complies with the building surfaces, walls, and roofs to be compatible and in harmony with the neighborhood.

9. "Take-out" or "pick-up" windows of retail or wholesale establishments shall not be located on a building façade that faces a public right-of-way unless they are designed in such a manner as to constitute an aesthetic asset to the building and neighborhood.

No "take-out" or "pick-up" windows are being proposed for this project as the proposed buildings are for residential use only.

10. All exterior forms, attached to buildings, shall be in conformity to and secondary to the building. They shall be an asset to the aesthetics of the site and to the neighborhood.

Complies with all exterior forms attached to buildings to be in conformity to the proposed buildings.

11. All telephones, vending machines, or any facility dispensing merchandise, or a service on private property, shall be confined to a space built into the building or buildings or enclosed in a separate structure compatible with the main building, and where appropriate and feasible, should not be readily visible from off-premises.

Acknowledged. No telephones, vending machines, or other facility dispensing merchandise is proposed to be located outside of the proposed structures.

12. Buildings of a style or style-type foreign to south Florida or its climate will not be allowed. It is also to be understood that buildings which do not conform to the existing or to the evolving atmosphere of the city, even though possessing historical significance to south Florida, may not be approved.

Building's design complies with the style and style-type that is familiar to south Florida and its climate.

13. No advertising will be allowed on any exposed amenity or facility such as benches and trash containers.

No advertising is being proposed on any exposed amenity or facility within the Property.

14. Light spillage restriction. The applicant shall make adequate provision to ensure that light spillage onto adjacent residential properties is minimized.

Complies with the light spillage restriction.

Signs Section 23.2-31 (F):

The aesthetic quality of a building or of an entire neighborhood is materially affected by achieving visual harmony of the signs on or about a surface as they relate to the architecture of the building or the adjacent surroundings. In addition to the mechanical limitations on signs imposed by Article 4, Supplemental Regulations, the following aesthetic considerations must also be met:

1. The scale of the sign must be consistent with the scale of the building on which it is to be placed or painted.
All proposed signage will be consistent with the scale of the building. No project signage is currently proposed with this site plan application.
2. The overall effect of the configuration or coloring of the sign shall not be garish. The colors shall not conflict with those of other signs already on the building or in the immediate vicinity.
All proposed signage will be consistent with the scale of the building. No project signage is currently proposed with this site plan application.

Landscaping Section 23.2-31 (G):

Discuss the design, tree disposition and mitigation.

As previously mentioned, all landscaping, buffering, screening, and tree protection is shown on the Landscape Plans. Required trees have been planted where feasible. See landscape plans for additional information.

The proposed site plan exceeds the City's requirement for maximum impermeable area. The City's maximum amount is 65% and the Applicant is providing 75.1% of the area as an impermeable surface. The Property is a small parcel in an area of the City the is ripe for redevelopment. The Applicant is requesting an increase in building height and a reduction in required parking. The additional height and reduction of parking will ensure that the pervious area of the property is maximized. The proposed project is a comprised of two multi-family buildings and only 60 units. This density and intensity are in conformance with the Future Land Use and Zoning regulations as well as other multi-family projects in the area. The increase in impervious area will not negatively impact on-site drainage or drainage in the area.

Criteria for Parking Lots and Vehicular Use Areas Section 23.2-31 (H):

1. Parking lots and other vehicular use areas are to be designed as an aesthetic asset to a neighborhood and to the building, group of buildings, or facility they serve. A parking lot is to be considered an outside space; a transitional space that is located between access areas (such as roads) and the building, group of buildings or other outside spaces which it serves. The parking lot, because it is viewed from above as well as at eye level, should be designed accordingly.
Complies with parking lots and other vehicular areas to be designed as an aesthetic asset to the Property.
2. Parking lots, vehicular use areas, and vehicles parked therein are to be effectively screened from the public view and from adjacent property in a manner that is attractive and compatible with safety, the neighborhood and the facility served.
Complies with parking lots, vehicular areas, and vehicles parked therein to be screened from the public view and from adjacent property. As previously mentioned, landscape buffering has

been added around the Property for the protection and enhancement of the property and to enhance the privacy of the occupants. All landscaping, buffering, screening, and tree protection is shown on the Landscape Plans.

3. The responsibility for beautification and design of a parking lot is the same as that which a homeowner has to his residential lot. The atmosphere within a parking lot or vehicular use area is to be as pleasant and park-like as possible, rather than a harsh stand of paving. Trees are of primary importance to the landscape and are not to be minimized in either height or quantity. Trees impart a sense of three-dimensional space in a relatively flat area. Trees cast shadows that help to reduce the monotony of an expanse of paving and create a refuge from the tropical sun. Signs designating entrances, exits and regulations are to be of a tasteful design and shall be subject to review by the board. Consideration may be given to use of pavement which is varied in texture or color to designate lanes for automobile traffic, pedestrian walks, and parking spaces. Brightly colored pavement is to be used with restraint. In order to create a pleasant atmosphere, it is recommended that consideration be given to sculpture, fountains, gardens, pools, and benches. Design emphasis is to be given to the entrance and exit areas of the lot. Trash, refuse and unaesthetic storage and mechanical equipment shall be screened from the parking lot.

Complies with the beautification and design of parking lots.

4. Lighting is to be designed for visual effects as well as safety and resistance to vandalism. Care should be taken not to create a nuisance to the neighborhood from brightness or glare. Low lights in modest scale can be used along with feature lighting emphasizing plants, trees, barriers, entrances and exits. The fixtures are to be selected for functional value and aesthetic quality. Fixtures should be regarded as "furniture of the parking lot" which are visible both day and night.

Complies with lighting to be designed for visual effects as well as safety and resistance to vandalism.

5. Additional regulations for parking lots and vehicular use areas may be found in Article 4, Supplemental Regulations.

The site requires 109 parking spaces. The proposed site plan provides for 90 parking spaces. The Property is located on a bus route and within close proximity of the Lake Worth Tri-Rail Station. It is anticipated that several residents within the project will rely on public transportation. It is also anticipated that these residents may not have vehicles or couples occupying one unit will likely share one vehicle. The proposed unit breakdown consists of 16 three bedroom units and 44 two bedroom units. The ITE Parking Generation Manual (4th Edition) states that the average peak parking demand of multi-family apartment units (Land Use #221) is 1.23 parking spaces per unit. Applying this methodology from ITE, a total of 74 parking spaces would be adequate for the development. Based upon the nature of the proposed development with regard to demographics, the location of the development as well as acceptable parking demand rates, the proposed parking as shown is anticipated to be adequate to meet the demands of the proposed development.

Required Utilities Section 23.2-31 (I):

All construction of sanitary sewer collection facilities and water supply and distribution systems shall conform to the requirements of the Florida Building Code as amended and the Lake Worth Utilities Department construction standards, and the appropriate state governing agency. The water supply system within the development shall conform to the City of Lake Worth's fire rescue services provider requirements for fire protection.

All construction of sanitary sewer collection facilities and water supply and distribution systems will conform with the requirements of the Florida Building Code and the Lake Worth Utilities Department construction standards. Easements have been provided per comments from utilities to date. The Applicant anticipates additional easements as the application proceeds through the development

review process. Landscape will be adjusted to address conflicts with utilities and easements as needed.

Community Appearance Criteria Section 23.2-31 (L):

1. The plan for the proposed structure or project is in conformity with good taste, good design, and in general contributes to the image of the city as a place of beauty, spaciousness, harmony, taste, fitness, broad vistas, and high quality.

Complies with adding value to the City's image.

2. The proposed structure or project is not, in its exterior design and appearance, of inferior quality such as to cause the nature of the local environment or evolving environment to materially depreciate in appearance and value.

Complies with providing good quality redevelopment to the City.

3. The proposed structure or project is in harmony with the proposed developments in the general area, with code requirements pertaining to site plan, signage and landscaping, and the comprehensive plan for the city, and with the criteria set forth herein.

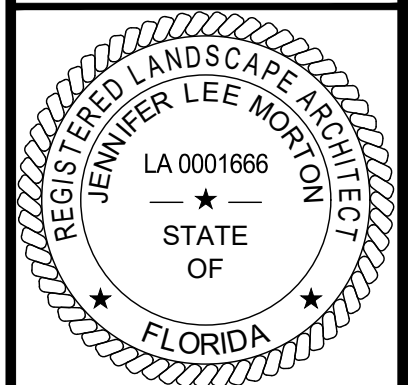
Complies with maintaining the integrity of the City's land development standards and Comprehensive Land Use Plan.

4. The proposed structure or project is in compliance with this section and 23.2-29, as applicable.

The project is in compliance with this section and section 23.2-29 as previously stated.

Based on the above justification and attached information, the Applicant respectfully requests approval of this Site Plan Submittal.

This item has been electronically signed and sealed by Jennifer Lee Morton on the date and/or time stamp shown using a digital signature. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.



REVISIONS

06/21/21	Concierge Review
09/13/21	Submittal
02/10/22	Submittal

Site Plan

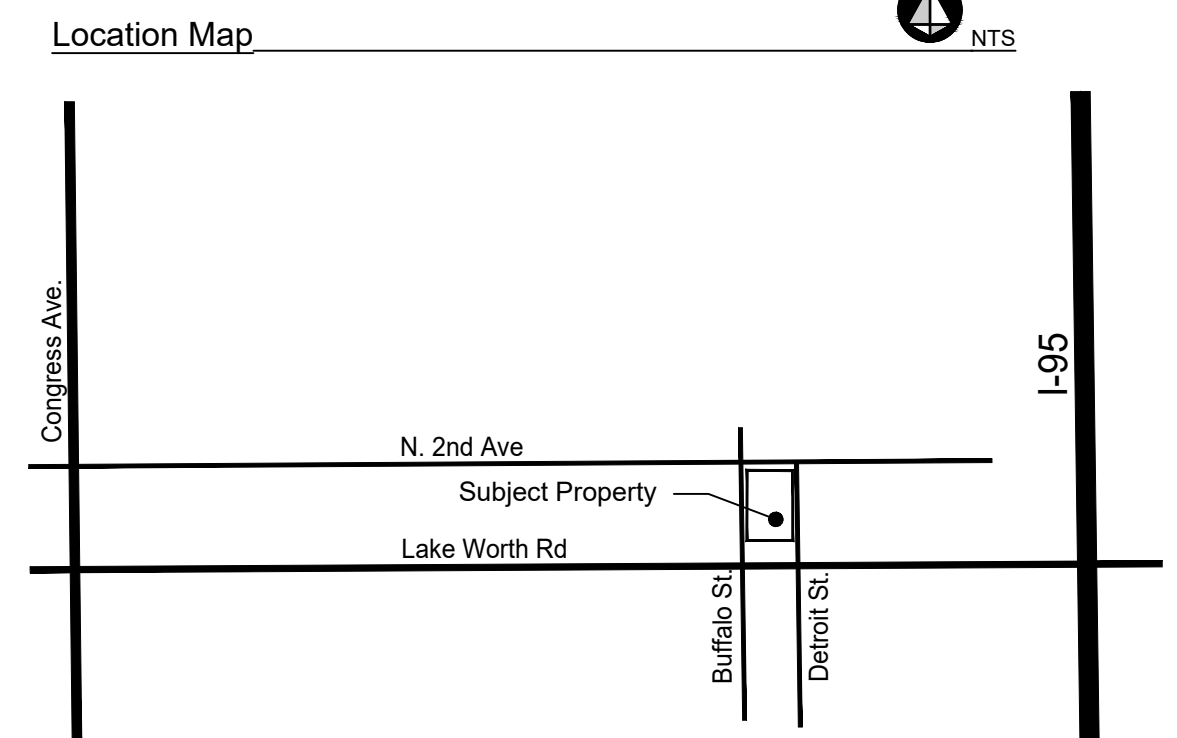
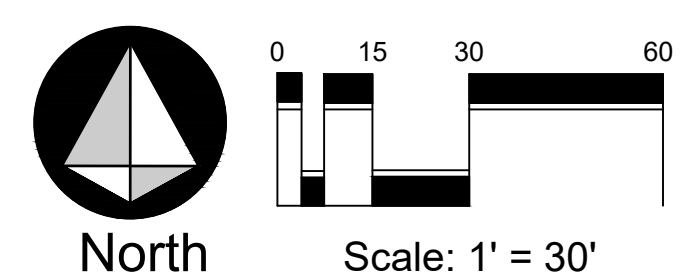
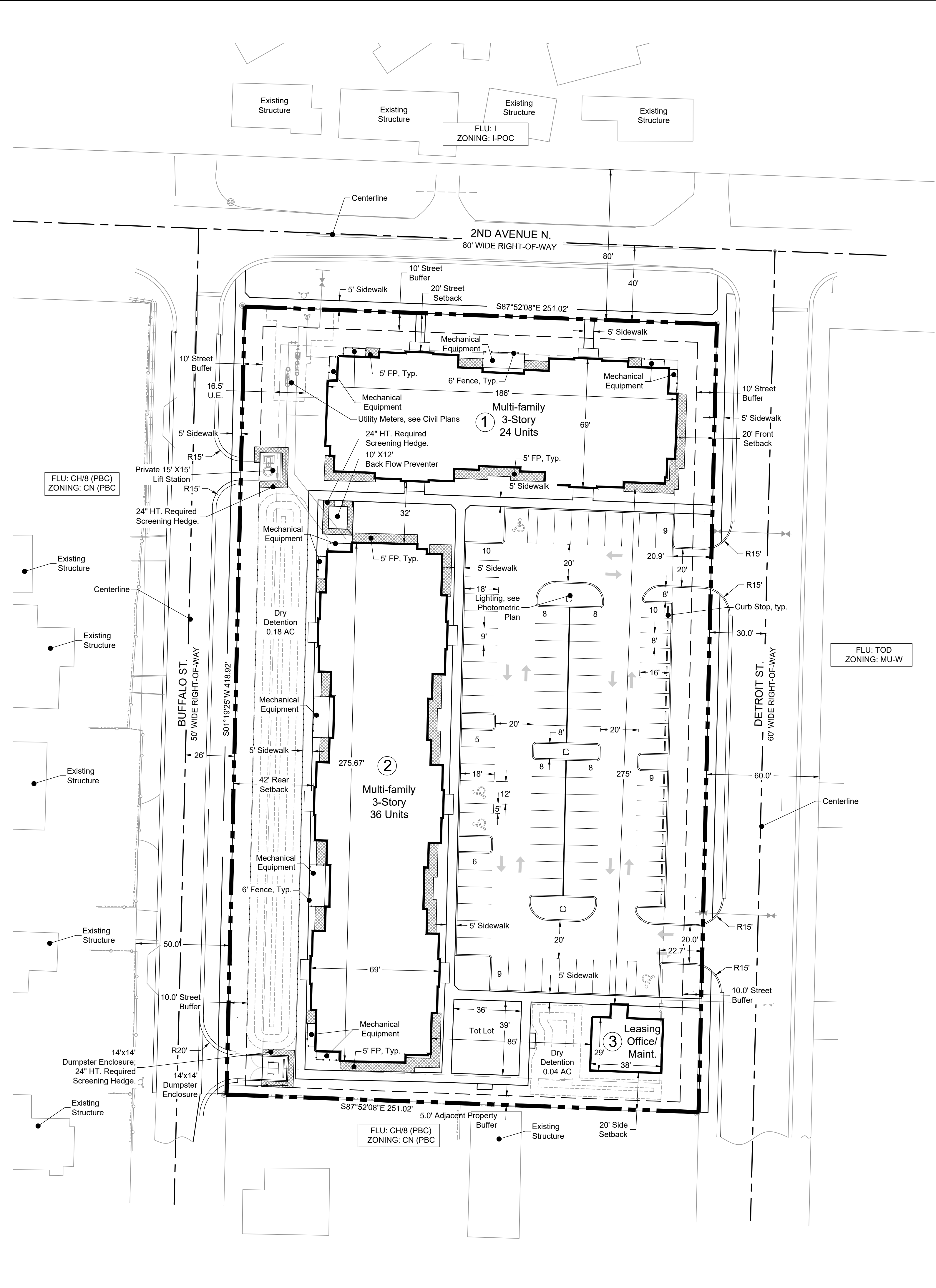
SCALE	AS SHOWN
DRAWN	KB/DH
CHECKED BY	LM/JM
FILE	
DATE	2022-02-11

Site Data		[Transit Oriented Development] TOD
Future Land Use	[Mixed Use West] MU-W	
Zoning District	38-43-44-20-14-002-0010	
Property Control Number	38-43-44-20-14-002-0390	
Total Site Area		2.41 AC
Residential		
Housing Type		Multifamily
Total Dwelling Units		60 DU
Maximum Standard Density		30.0 DU/AC
Proposed Density		24.9 DU/AC
Unit Mix		
2 - Bedroom		44 Units
3 - Bedroom		16 Units
Parking Required		
2-Bedroom (1.75 Space/Dwelling Unit @ 44 Units)		77 Spaces
3-Bedroom (2 Space/Dwelling Unit @ 16 Units)		32 Spaces
Parking Proposed		
Handicap Required		4
Handicap Proposed		4
Maximum Impervious Area		
Proposed Impervious Area		62.7%
Maximum Ht (with SBIP)		
Proposed Ht (with SBIP)		32'-4 7/8"
Maximum Wall Ht at Side Setback (with SBIP)		
Proposed Wall Ht at Side Setback (with SBIP)		30'-00"
Water Management Tract Proposed		
Pervious Area (Including Retention)		26,111 SF (24.9%)
Impervious Area		78,869 SF (75.1%)

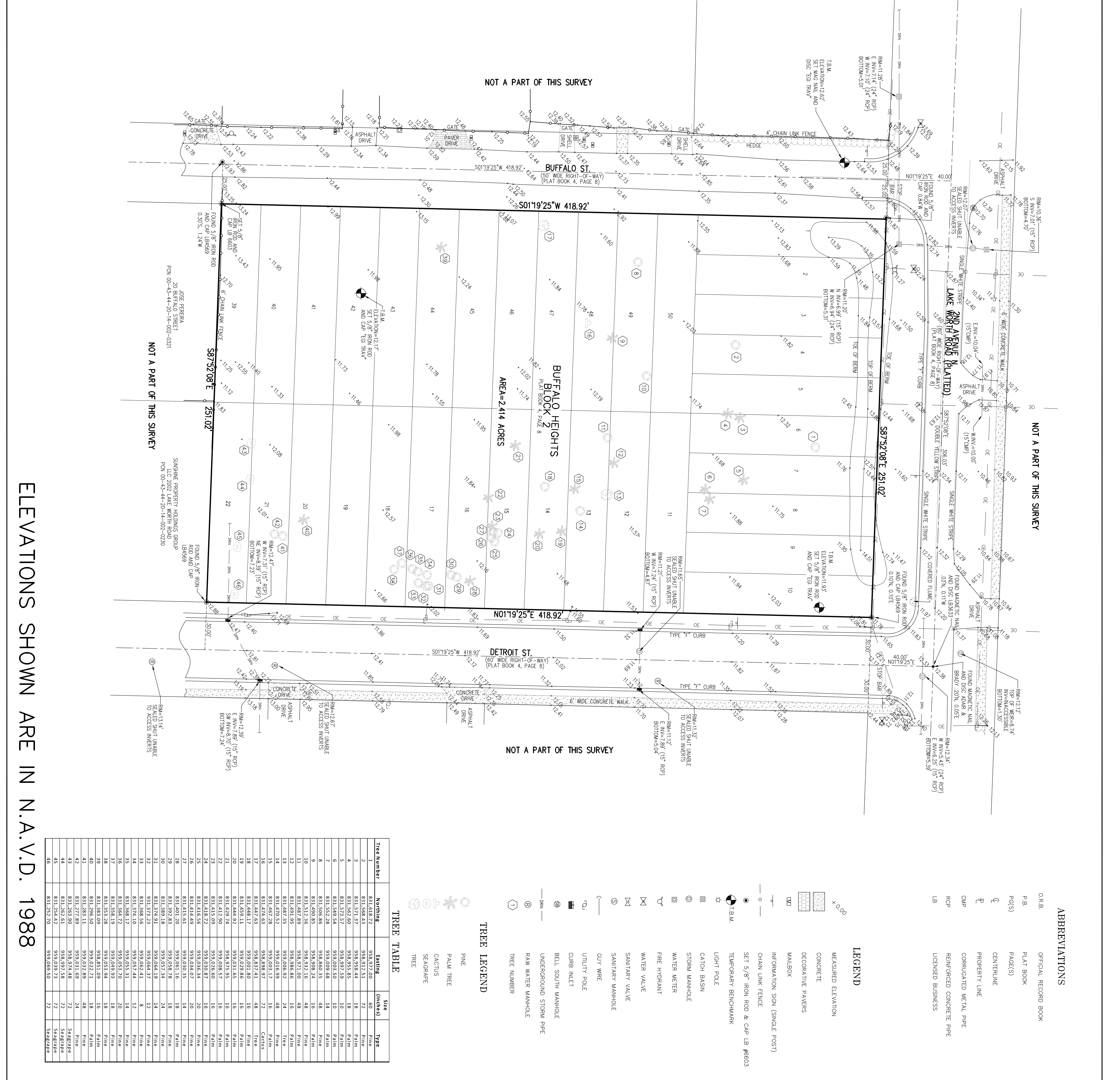
MU-W Planned Development Property Development Regulations

Zoning MU-W	Minimum Lot Dimensions		Density ¹	FAR ²	Bldg. Cover	Minimum Setbacks			
	Size	Width				Front	Side	Street	Rear
Required	0.3 AC	100'	37.5 DU/AC	2.3	50%	20'	20'	20'	10'
Proposed	2.41 AC	251.02'	24.9 DU/AC	0.76	30%	20'	20'	20'	42'

¹ Base Density before SBIP = 30 DU/AC
² Base FAR before SBIP = 1.30



ELEVATIONS SHOWN ARE IN N.A.V.D. 1988



ABBREVIATIONS

- OR.B. OFFICIAL RECORD BOOK
- P.B. PLAT BOOK
- PG(S) PAGE(S)
- C CENTERLINE
- PL PROPERTY LINE
- CMF CORRUGATED METAL PIPE
- RCP REINFORCED CONCRETE PIPE
- LB LICENSED BUSINESS

LEGEND

- MEASURED ELEVATION
- CONCRETE
- DECORATIVE PAVERS
- MALEBOX
- INFORMATION SIGN (SINGLE POST)
- CHAIN LINK FENCE
- SET 5/8" IRON ROD & CAP LB #603
- TEMPORARY BENCHMARK
- LIGHT POLE
- CATCH BASIN
- STORM MANHOLE
- WATER METER
- FIRE HYDRANT
- WATER VALVE
- SANITARY VALVE
- SANITARY MANHOLE
- UTILITY POLE
- CONCRETE
- BELL SOUTH MANHOLE
- UNDERGROUND STORM PIPE
- RAW WATER MANHOLE
- TREE NUMBER

TREE TABLE

Tree Number	Northing	Easting	Size (Inches)	Type
1	831,618.72	958,977.60	60	Pine
2	831,521.32	958,908.24	12	Pine
3	831,562.60	958,925.85	18	Pine
4	831,573.57	958,977.59	10	Pine
5	831,509.54	959,003.50	10	Pine
6	831,522.86	959,800.28	48	Pine
7	831,480.85	958,928.24	16	Pine
8	831,512.86	958,972.16	48	Pine
9	831,487.89	958,971.00	48	Pine
10	831,487.25	959,080.85	24	Pine
11	831,470.52	959,016.99	48	Pine
12	831,470.52	959,016.99	48	Pine
13	831,470.52	959,016.99	48	Pine
14	831,470.52	959,016.99	48	Pine
15	831,470.52	959,016.99	48	Pine
16	831,474.63	958,898.97	27	Cactus
17	831,474.63	958,898.97	27	Cactus
18	831,474.63	958,898.97	27	Cactus
19	831,474.63	958,898.97	27	Cactus
20	831,474.63	958,898.97	27	Cactus
21	831,474.63	958,898.97	27	Cactus
22	831,474.63	958,898.97	27	Cactus
23	831,474.63	958,898.97	27	Cactus
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27	831,474.63	958,898.97	27	Cactus
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41	831,474.63	958,898.97	27	Cactus
42	831,474.63	958,898.97	27	Cactus
43	831,474.63	958,898.97	27	Cactus
44	831,474.63	958,898.97	27	Cactus
45	831,474.63	958,898.97	27	Cactus
46	831,474.63	958,898.97	27	Cactus

LEGAL DESCRIPTION

PARCEL 1: LOTS ONE (1) THROUGH NINE (9) AND LOT TEN (10) THROUGH SEVEN (7) THROUGH FIFTY (50) LOTS ONE (1) THROUGH NINE (9) AND LOT TEN (10) THROUGH SEVEN (7) THROUGH FIFTY (50) OF PLAT BOOK 4, PAGE 8, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 2: LOTS THIRTY-NINE (39) THROUGH FORTY-SIX (46), INCLUSIVE, BLOCK 2, OF BUFFALO HEIGHTS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, PAGE 8, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, CONTAINING 2.414 ACRES.

SURVEYOR'S NOTES

1. THE SURVEY BENTON HEREON IS CLASSIFIED AS A BOUNDARY, TOPOGRAPHIC AND TREE SURVEY AS DEFINED IN CHAPTER 34-1(1)(b)(1)(D) AND (1)(b)(1)(b)(2), FLORIDA ADMINISTRATIVE CODE.
2. ENGINEERING GROUP, INC. AND THE CERTIFIED SURVEYOR ACCEPT NO RESPONSIBILITY FOR RIGHT-OF-WAYS, EASEMENTS, RESTRICTIONS OR OTHER MATTERS AFFECTING TITLE TO THE LANDS SURVEYED OTHER THAN THOSE RECORDED IN THE CURRENT DEED AND/OR OTHER INSTRUMENT OF RECORD FURNISHED BY THE CLIENT.
3. UNDERGROUND UTILITIES WERE NOT SEARCHED FOR OR LOCATED BY ENGINEERING GROUP, INC.
4. THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. OTHERWISE, THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY.
5. LAST DATE OF FIELD SURVEY: OCTOBER 24, 2017
6. ALL DISTANCES SHOWN HEREON ARE IN U.S. FEET AND DECIMAL PARTS THEREOF UNLESS OTHERWISE NOTED.
7. ADDITIONS OR DELETIONS TO THIS SURVEY MAP BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
8. ACCURACY STATEMENT: A FIELD SURVEY WAS PERFORMED IN ACCORDANCE WITH CHAPTER 34-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATE STATUTES FOR TOPOGRAPHIC SURVEYS. THE ACCURACY OF CONTROL DATA WAS VERIFIED BY REDUNDANT MEASUREMENTS OF TRAVELER CLOSURES AND EXCEEDED COMMERCIAL/HIGH RISK LINEAR: 1 FOOT IN 10,000 FEET.
9. THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1/360 OR SMALLER.
10. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE COMMITMENT REPORT PREPARED BY LESLIE ROBERT EVANS & ASSOCIATES, P.A., UNDER COMMITMENT NUMBER 4271103, WITH AN EFFECTIVE DATE OF SEPTEMBER 15, 2017 AT 8:00 AM.
11. ALL DIMENSIONS SHOWN HEREON ARE MEASURED UNLESS OTHERWISE NOTED.
12. BEARINGS SHOWN HEREON ARE BASED ON A MEASURED BEARING OF S87°52'08"E ALONG THE NORTH LINE OF BUFFALO HEIGHTS, AS RECORDED IN PLAT BOOK 4, PAGE 8, PALM BEACH COUNTY RECORDS AND ALL OTHER BEARINGS ARE RELATIVE HERETO.
13. THE SUBJECT PROPERTY LIES WITHIN FEMA FLOOD ZONE X F99 THE EFFECTIVE FEMA FLOOD MAP, COMMUNITY PANEL NUMBER 1209600777 WITH AN EFFECTIVE DATE OF OCTOBER 5, 2017.
14. THE PROPERTY IS LOCATED WITHIN ZONING AREA CG (VACANT COMMERCIAL) AND IS OF FUTURE LAND USE COM (COMMERCIAL) PER THE ATTACHED DOCUMENTS PROVIDED BY CLIENT ON THE DATE OF OCTOBER 27, 2017.
15. ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD, 1988) AND REFERENCE THE FOLLOWING BENCHMARK:
 - K 402 ELEVATION=15699 NAVD 1988
 - IN LAKE WORTH, AT THE INTERSECTION OF THE ROPPOA EAST COAST PALM ROAD AND LAKE AVENUE, 205.5 M (673.1 FT) SOUTH OF AND WEST OF THE AVENUE CENTER, 9.1 M (29.9 FT) EAST OF THE NEAR PALM, 6.9 M (22.6 FT) WEST OF THE CENTER OF RAILROAD AVENUE, AND 0.3 M (1.0 FT) SOUTH OF A WITNESS POST. NOTE: ACCESS TO THE DATUM POINT IS THROUGH A 5-INCH COOD CAP A STAINLESS STEEL ROD SET TO A DEPTH OF 132 METERS ENCASED IN A PIPE FLUSH WITH THE GROUND. THE STATION IS A NATIONAL GEODETIC SURVEY VERTICAL CONTROL, FLAGGED-ENCASED STAINLESS STEEL ROD IN A STEEL WITH THE FLANGE STAMPED "K 402 1997".

B-11 EXCEPTIONS

OF EASEMENTS OR CLAIMS OF EASEMENTS NOT SHOWN BY THE PUBLIC RECORDS. (NOT PROVIDED, NOT SHOWN)

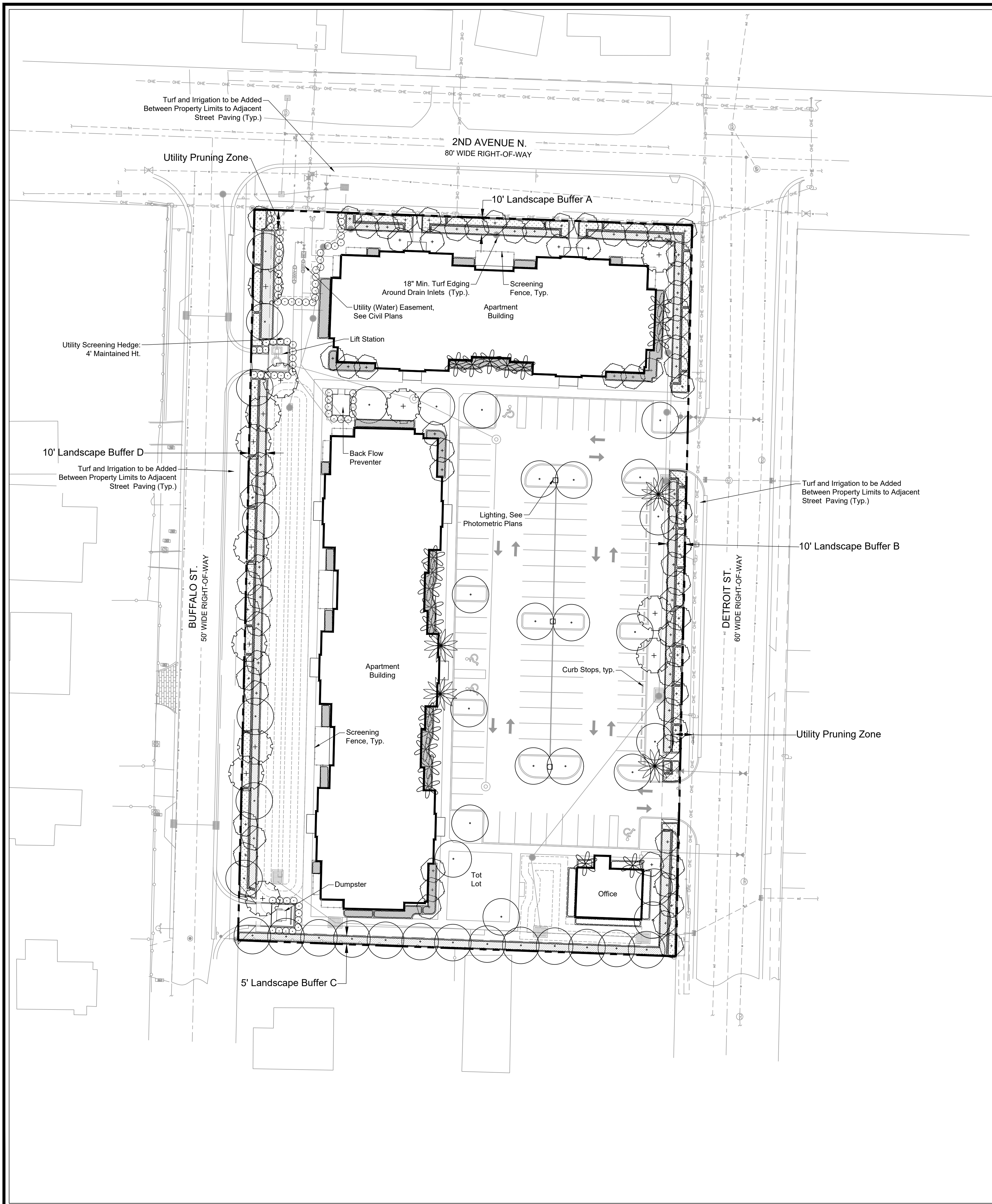
6. EASEMENTS OR SPECIAL TAXES AND ASSESSMENTS REQUIRED TO BE PAID IN THE YEAR 2017 AND SUBSEQUENT YEARS. (AFFECTS THE SUBJECT PROPERTY, NOT FUTURE)
7. ALL MATTERS AS CONTAINED ON THE PLAT OF BUFFALO HEIGHTS, AS RECORDED IN PLAT BOOK 4, PAGE 8, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. (SHOW HEREON)
8. ORDINANCE NO. 2007-24 OF THE CITY OF LAKE WORTH, FLORIDA, ANNEXING CERTAIN REAL PROPERTY TO THE CITY AS SET FORTH IN SAID INSTRUMENT RECORDED IN OFFICIAL RECORDS BOOK 19072, PAGE 1646, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA (AFFECTS LOTS 39 THROUGH 46, BLOCK 2, AND LOTS THROUGH 22, BLOCK 2) (AFFECTS THE SUBJECT PROPERTY, NOT FUTURE). (NOT SHOWN)
9. EXISTING UNRECORDED LEASES AND ALL RIGHTS THEREOF OF THE LESSEES AND OF ANY PERSON CLAIMING BY THROUGH OR UNDER THE LESSEES. (AFFECTS THE SUBJECT PROPERTY, NOT FUTURE)
10. ANY LENS RECORDED BY COUNTY ORDINANCE OR BY OR, IN, IN FAVOR OF ANY CITY, TOWN, COUNTY, STATE OR FEDERAL AGENCY SERVING THE LAND DESCRIBED HEREON, AND ANY WATER SYSTEMS, SEWER SYSTEMS OR GAS SYSTEMS SERVING THE LAND DESCRIBED HEREON, AND ANY LENS FOR WASTE FEES IN FAVOR OF ANY COUNTY OR MUNICIPALITY. (NOT PROVIDED, NOT SHOWN)

LOCATION MAP

GRAPHIC SCALE

0 30' 45' 60'

SCALE: 1" = 30'



Landscape Data Required Provided

Interior Landscaping
 Pervious Area (Excluding Retention) = 16,527 SF (15.7%)
 Minimum Number of Trees
 Tree Quantity = 1 Large Tree Per 625 SF26.....8
 (16,527 SF /625 SF)
 Tree Quantity = 1 Medium Tree Per 400 SF41.....6
 (16,527 SF /400 SF)
 Tree Quantity = 1 Small Tree Per 225 SF73.....17
 (16,527 SF /225 SF)
 Palm Tree (3 Palms = 1 Tree*) (20% Max.)8** (24 Palms)
 Note: Combination of Small, Medium and Large Trees Used to Provide For Aggregated Spacing of 1 Tree Per 420 SF.
 *Three (3) Coconut, Sabal, or Royal Palms will equal one (1) shade tree.
 **20 Mitigation Palms are included in provided tree calculations, see L1.00 for Tree Disposition Plan.

Perimeter Buffer Landscape Requirements
 Landscape Buffer A (251 LF):
 1 Large Tree Per 25 LF.....10.....0*
 (251 LF/25)
 1 Medium Tree Per 20 LF.....13.....0*
 (251 LF/20)
 1 Small Tree Per 15 LF.....17.....17
 (251 LF/15)
 Hedge: Maintained at 3' Height; Additional groundcover fronting hedge for 10' buffer areas;
 Groundcover to be Maintained at 1/2 The Height of The Hedge
 *Tree Counts Adjusted for Existing Overhead Utility Conflict

Landscape Buffer B (419 LF):
 1 Large Tree Per 25 LF.....17.....0*
 (419 LF/25)
 1 Medium Tree Per 20 LF.....21.....0*
 (419 LF/20)
 1 Small Tree Per 15 LF.....28.....28
 (419 LF/15)
 Hedge: Maintained at 3' Height; Additional groundcover fronting hedge for 10' buffer areas;
 Groundcover to be Maintained at 1/2 The Height of The Hedge
 *Tree Counts Adjusted for Existing Overhead Utility Conflict

Landscape Buffer C (251 LF):
 1 Large Tree Per 25 LF.....13.....13
 (251 LF/25)
 Hedge: Maintained at 3' Height

Landscape Buffer D (419 LF):
 1 Large Tree Per 25 LF.....17.....7
 (419 LF/25)
 1 Medium Tree Per 20 LF.....21.....7
 (419 LF/20)
 1 Small Tree Per 15 LF.....28.....14
 (419 LF/15)
 Note: Combination of Small, Medium and Large Trees Used to Provide For Aggregated Spacing of 15' OC.
 Hedge: Maintained at 3' Height; Additional groundcover fronting hedge for 10' buffer areas;
 Groundcover to be Maintained at 1/2 The Height of The Hedge

- Landscape Notes:**
- All plant material shall meet or exceed FL No. 1 standards as provided for in the most current edition of Grades and Standards for Nursery Plants as prepared by the State of Florida Dept. of Agriculture.
 - Unpaved portion of ROW adjacent to the property line shall be landscaped and provided with irrigation and maintenance.
 - All dumpster and refuse areas and all ground level mechanical equipment shall be screened with shrubbery or with fencing where visible from public rights-of-way.
 - A minimum of seventy-five (75) percent of all required trees must be South Florida native and seventy-five (75) percent of all other required vegetation must be South Florida native.
 - All tree pruning shall conform to current standards of the National Arborist Association and ANSI A300 guidelines.
 - A permit is required to remove a tree.
 - All prohibited plant species shall be eradicated from the development site and re-establishment of prohibited species shall not be permitted.
 - In accordance with Lake Worth Beach development regulations, all trees, shrubs and turf areas shall be watered by a fully automatic irrigation system with a rain sensing device to turn off the system during a rain event. Bahia turf areas will not receive supplemental irrigation.
 - All landscaping and related items shall be installed in accordance with Lake Worth Beach development regulations before the certificate of occupancy is issued.
 - Florida Friendly Landscaping Principles must be utilized in all designs and installations.
 - Small maturing trees shall have a minimum height of six (6) feet at the time of planting.
 - Medium maturing trees shall have a minimum height of eight (8) feet at the time of planting.
 - Large maturing trees shall have a minimum height of ten (10) feet at time of planting.
 - Tree species shall be consistent with the recommendation in the most recent publication of Florida Power and Light Company's "Plant the Right Tree in the Right Place".
 - Root barriers shall be used for all plantings that are within five (5) feet of a utility easement or any other underground utility.
 - Palms shall contribute no more than twenty (20) percent of the required trees.
 - Three (3) Coconut, Sabal, or Royal Palms will equal one (1) shade tree.
 - Palms must be a minimum of twelve (12) feet in height with six (6) feet of gray wood at time of planting.
 - Hedges shall be a minimum of eighteen (18) inches in height when measured immediately after planting.
 - No more than fifty (50) percent of the combination of the required interior green space and the required perimeter landscape buffers, shall be planted in lawn grass.
 - All planted areas not containing annual groundcover are to include 3" depth organic mulch. Cypress mulch is prohibited.
 - Where lighting conflicts with utility or landscape, field adjustments shall be required. LA to approve all field adjustment.

Plant Material List (100% Native)

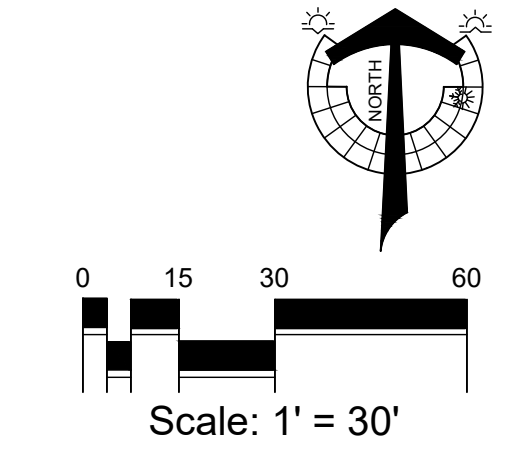
- Large Tree**
 Cathedral Live Oak
 Gumbo Limbo
- Medium Tree**
 Glaucous Cassia
 Simpson's Stopper
- Small Tree**
 Spanish Stopper
 Pigeon Plum
 Orange Geiger Tree
 Buttonwood
 Dahoon Holly
- Palm Tree**
 Florida Royal Palm
 Cabbage Palm
- Hedge**
 Walter's Viburnum
 Red-tipped Cocoplum
 Bahama Coffee
- Shrub**
 Buttonwood
 Silver Buttonwood
 Red-Tipped Cocoplum
 Natal Plum
 Hairy Yucca
 Dune Sunflower
 Soft Rush Grass
 Fakahatchee Grass
 Firebush
 Stokes Dwarf Yaupon Holly
 Cardboard Cycad
 Coontie Fern

Typical 6' Opaque Screening Fence



GRAPHIC LEGEND

- Palm Tree
- Large Tree
- Medium Tree
- Small Tree
- Palm Tree - Mitigation Replacement
- Utility Screening Hedge
- Building Landscape - 1 Shrub Per 5 SF of Landscape Area
- Buffer Landscape - Hedge
- Buffer Landscape - Small Shrub

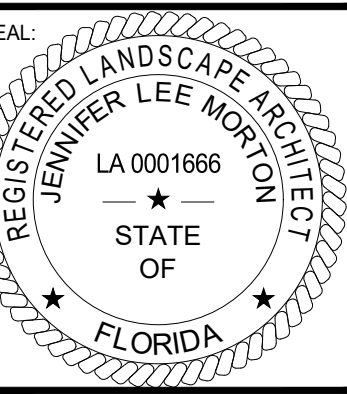


LANDSCAPE PLAN



Detroit Lane Property
 Prepared for Southport Financial Services
 Lake Worth Beach, Florida

This item has been electronically signed and sealed by Jennifer Lee Morton on the date and/or time stamp shown using a digital signature. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

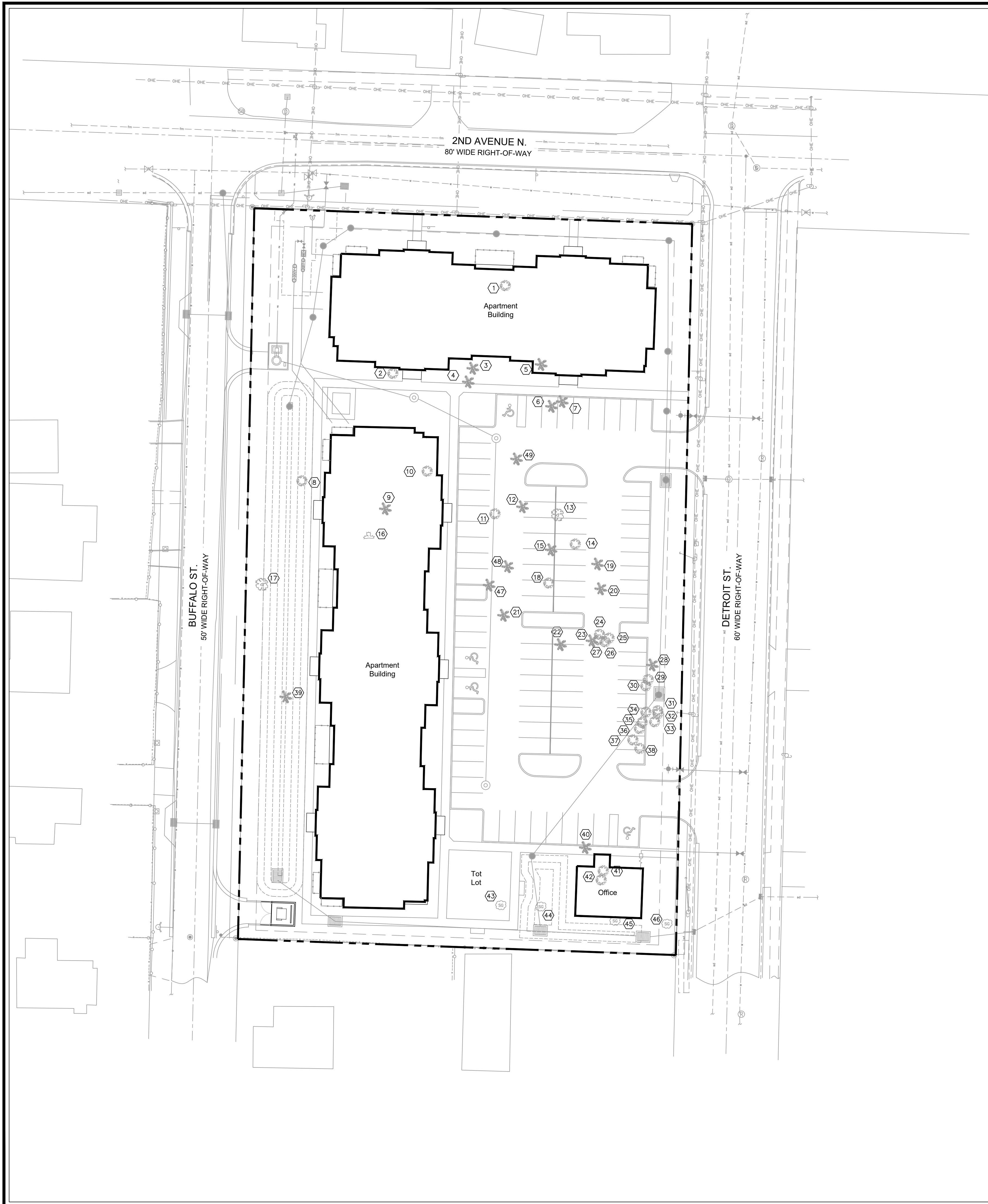


REVISIONS

06/21/21	Concierge Review
09/13/21	Submittal
02/10/22	Submittal

Landscape Plan	
SCALE	AS SHOWN
DRAWN	KB
CHECKED BY	HPH
FILE	169 03-Detroit Lane - Landscape R3
DATE	2021-09-13

L1.01

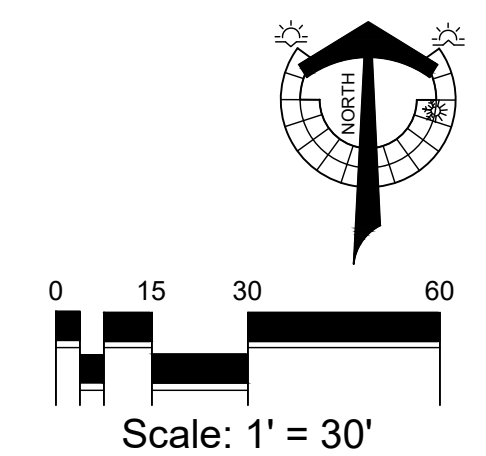


TREE DISPOSITION TABLE

Tree Number	Size (Inches)	Type	Tree Disposition	Replacement Requirement
1	60	Aus. Pine	Remove	Cat.1 Invasive
2	72	Aus. Pine	Remove	Cat.1 Invasive
3	18	Palm	Remove	1 Palm
4	18	Palm	Remove	1 Palm
5	10	Palm	Remove	1 Palm
6	10	Palm	Remove	1 Palm
7	14	Palm	Remove	1 Palm
8	48	Pine	Remove	Cat.1 Invasive
9	16	Palm	Remove	1 Palm
10	48	Aus. Pine	Remove	Cat.1 Invasive
11	48	Aus. Pine	Remove	Cat.1 Invasive
12	16	Palm	Remove	1 Palm
13	24	Tree	Verify Specie	Verify Specie
14	48	Aus. Pine	Remove	Cat.1 Invasive
15	16	Palm	Remove	1 Palm
16	72	Cactus	Remove	Remove
17	48	Tree	Verify Specie	Verify Specie
18	16	Palm	Remove	1 Palm
19	16	Palm	Remove	1 Palm
20	16	Palm	Remove	1 Palm
21	16	Palm	Remove	1 Palm
22	16	Palm	Remove	1 Palm
23	16	Palm	Remove	1 Palm
24	16	Aus. Pine	Remove	Cat.1 Invasive
25	20	Aus. Pine	Remove	Cat.1 Invasive
26	20	Aus. Pine	Remove	Cat.1 Invasive
27	14	Aus. Pine	Remove	Cat.1 Invasive
28	18	Palm	Remove	1 Palm
29	18	Aus. Pine	Remove	Cat.1 Invasive
30	24	Aus. Pine	Remove	Cat.1 Invasive
31	14	Aus. Pine	Remove	Cat.1 Invasive
32	12	Aus. Pine	Remove	Cat.1 Invasive
33	8	Aus. Pine	Remove	Cat.1 Invasive
34	12	Aus. Pine	Remove	Cat.1 Invasive
35	14	Aus. Pine	Remove	Cat.1 Invasive
36	20	Aus. Pine	Remove	Cat.1 Invasive
37	18	Aus. Pine	Remove	Cat.1 Invasive
38	18	Aus. Pine	Remove	Cat.1 Invasive
39	16	Palm	Remove	1 Palm
40	18	Palm	Remove	1 Palm
41	48	Aus. Pine	Remove	Cat.1 Invasive
42	24	Aus. Pine	Remove	Cat.1 Invasive
43	72	Seagrape	Remove	1 Med. Tree
44	72	Seagrape	Remove	1 Med. Tree
45	72	Seagrape	Remove	1 Med. Tree
46	72	Seagrape	Remove	1 Med. Tree
47	16	Palm	Remove	1 Palm
48	16	Palm	Remove	1 Palm
49	16	Palm	Remove	1 Palm

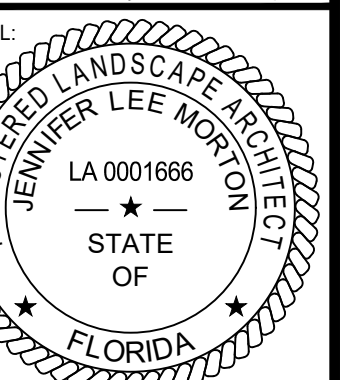
TREE GRAPHIC LEGEND

- PINE
- PALM TREE
- CACTUS
- SEAGRAPE
- UNKNOWN TREE



TREE DISPOSITION PLAN

This item has been electronically signed and sealed by Jennifer Lee Morton on the date and/or time stamp shown using a digital signature. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.



REVISIONS	
06/21/21	Concierge Review
09/10/21	Submittal
02/10/22	Submittal

Landscape Plan	
SCALE	AS SHOWN
DRAWN	KB
CHECKED BY	LM/JM
FILE	169-03-Detroit Lane - Landscape R3
DATE	2022-02-11

Detroit Street New Construction

Multi-Family Housing Lake Worth Beach, Florida

PRELIMINARY PLANS - August 6, 2021



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architects • planners
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info@architectonicsstudio.com
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Detroit Street
Proposed Multi-Family
Housing Community
Lake Worth Beach, Florida

Cover Sheet

Revisions

Project No.
2021-027C
Date
August 6, 2021



gg0.0

General Notes & Scope

TYPICAL DRAWING NOTES

1. THE SCOPE OF WORK IS NEW CONSTRUCTION INVOLVING (2) 3 STORY RESIDENTIAL DWELLINGS. CONSTRUCTION IS INTENDED TO MAKE UNITS FULLY COMPLIANT WITH ADA AND FHA REQUIREMENTS.
2. SCHEDULED ITEMS WITHIN THESE DOCUMENTS MAY BE SUBSTITUTED PROVIDED THE GC PRODUCE EQUIVALENT FLORIDA PRODUCT APPROVALS OR PERFORMANCE DATA TO LOCAL AUTHORITY HAVING JURISDICTION FOR REVIEW.
3. FOR GENERAL PROPERTY WIDE CONDITIONS REFER TO SITE PLAN SHEET FOR DESCRIPTION OF WORK (SP11)
4. FOR BUILDING TYPE CONDITIONS REFER TO SHEETS AI SERIES FOR DESCRIPTION OF WORK
5. FOR INDIVIDUAL UNIT CONDITIONS REFER TO SHEETS A21-A22 FOR DESCRIPTION OF WORK

Symbols Legend

- UL *U316 - TENANT SEPARATION - 60 MIN 1 HR
- UL *U356 - EXTERIOR BEARING / BREEZEWAY - 60 MIN 1 HR
- SURFACE MOUNTED FLUOR EXTERIOR LIGHTING (EMERGENCY BALLAST)
- ⇩ EMERGENCY WALL PACK
- ◇ SMOKE DETECTOR
- ⊗ EXIT SIGNAGE
- ⊕ FIRE EXTINGUISHER - SEE FIRE DEPT NOTES SHEET G02
- Ⓐ 20 MIN RATED ENTRY DOOR W/ CLOSER
- F FIRE ALARM FULL STATION
- F FIRE ALARM HORN
- ⊗ FIRE ALARM HORN + STROBE

AREA BREAKDOWN:

RESIDENTIAL BUILDING GROSS 1st FLOOR AREA:	15,382 SQ. FT.
RESIDENTIAL BUILDING GROSS 2nd FLOOR AREA:	15,360 SQ. FT.
RESIDENTIAL BUILDING GROSS 3rd FLOOR AREA:	14,810 SQ. FT.
	45,552 SQ. FT.

OCCUPANT LOAD

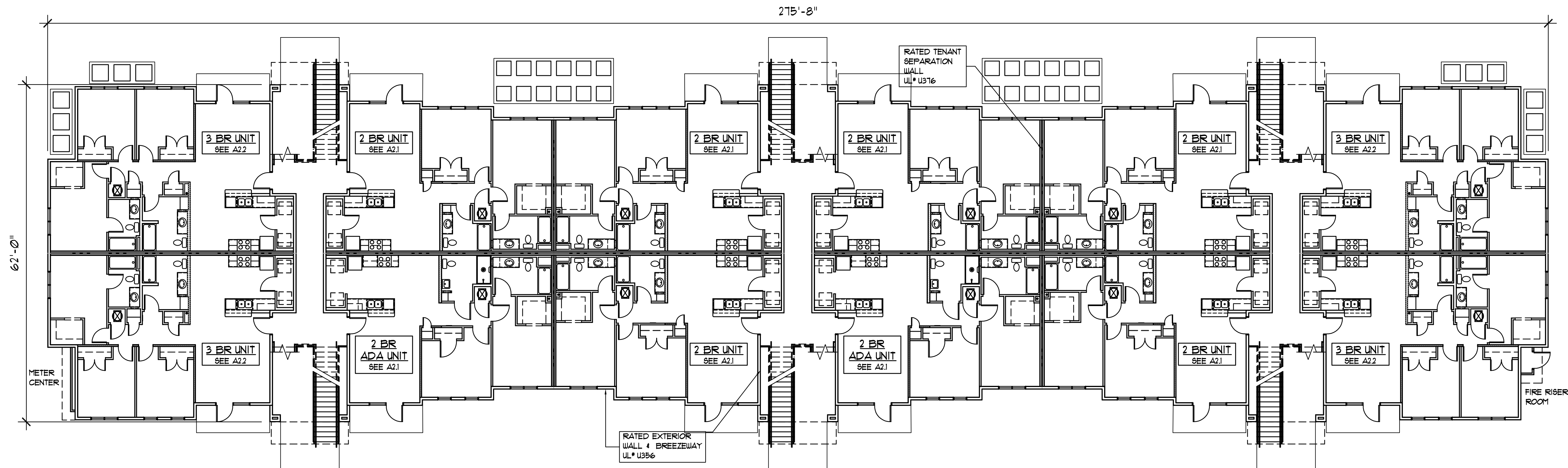
SPACE	CALC.	PEOPLE
RESIDENTIAL	45,552 / 200	228

OCCUPANT LOAD:

- OCCUPANCY LOAD: 228 PEOPLE PER FLOOR
- EGRESS REQUIRED PER FLOOR = 2 x 52' = 49.6 INCHES
- EGRESS PROVIDED = 216 INCHES (6 TOTAL EXITS)
- MINIMUM CLEAR OPENING OF EXIT DOORS = 32"
- MINIMUM CLEAR WIDTH OF CORRIDORS = 44"
- MAXIMUM TRAVEL DISTANCE TO EXIT REQUIRED = 250'
- MAXIMUM TRAVEL DISTANCE TO EXIT PROVIDED = 4'-130'-0" (FROM THIRD FLOOR)

REFER TO SHEET A81 FOR STAIR PLANS AND ADA RAILING DETAILS

DRAFTSTOPPING SHALL BE PROVIDED IN FLOOR/CEILING ASSEMBLY. LOCATE DRAFTSTOPPING ABOVE AND IN LINE WITH DWELLING UNIT SEPARATIONS



FIRST FLOOR PLAN

SCALE: 3/32" = 1'-0"

Revision:

Project No.
2021-027C
Date:
August 6, 2021



MICHAEL ARRIGO
LIC. NO. AR0017335

General Notes & Scope

TYPICAL DRAWING NOTES

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5. FOR INDIVIDUAL UNIT CONDITIONS REFER TO SHEETS A21-A22 FOR DESCRIPTION OF WORK

Symbols Legend

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- UL *U356 - EXTERIOR BEARING / BREEZEWAY - STUD 1 HR
- SURFACE MOUNTED FLUOR EXTERIOR LIGHTING (EMERGENCY BALLAST)
- ⇩ EMERGENCY WALL PACK
- ◇ SMOKE DETECTOR
- ⊗ EXIT SIGNAGE
- ⊕ FIRE EXTINGUISHER - SEE FIRE DEPT NOTES SHEET G02
- Ⓐ 20 MIN RATED ENTRY DOOR W/ CLOSER
- F FIRE ALARM FULL STATION
- F FIRE ALARM HORN
- F ⊕ FIRE ALARM HORN + STROBE

AREA BREAKDOWN:

RESIDENTIAL BUILDING GROSS 1st FLOOR AREA:	15,382 SQ. FT.
RESIDENTIAL BUILDING GROSS 2nd FLOOR AREA:	15,360 SQ. FT.
RESIDENTIAL BUILDING GROSS 3rd FLOOR AREA:	14,810 SQ. FT.
	45,552 SQ. FT.

OCCUPANT LOAD

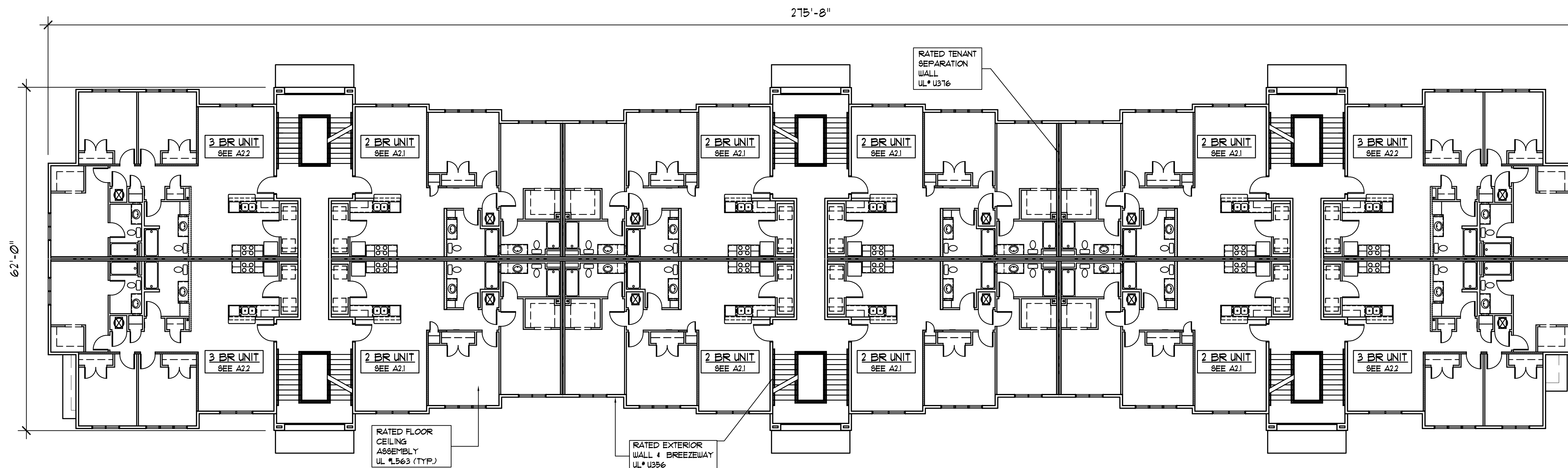
SPACE	CALC.	PEOPLE
RESIDENTIAL	45,552 / 200	228

OCCUPANT LOAD:

- OCCUPANCY LOAD: 228 PEOPLE PER FLOOR
- EGRESS REQUIRED PER FLOOR = 2 x 52' = 49.6 INCHES
- EGRESS PROVIDED = 216 INCHES (6 TOTAL EXITS)
- MINIMUM CLEAR OPENING OF EXIT DOORS = 32"
- MINIMUM CLEAR WIDTH OF CORRIDORS = 44"
- MAXIMUM TRAVEL DISTANCE TO EXIT REQUIRED = 250'
- MAXIMUM TRAVEL DISTANCE TO EXIT PROVIDED = 4'-130'-0" (FROM THIRD FLOOR)

REFER TO SHEET A81 FOR STAIR PLANS AND ADA RAILING DETAILS

DRAFTSTOPPING SHALL BE PROVIDED IN FLOOR/CEILING ASSEMBLY. LOCATE DRAFTSTOPPING ABOVE AND IN LINE WITH DWELLING UNIT SEPARATIONS

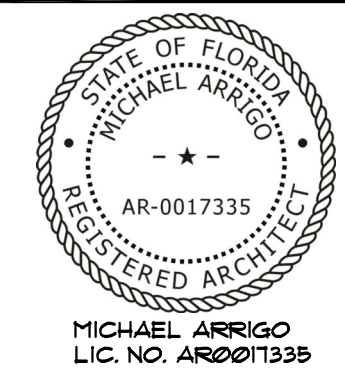


SECOND FLOOR PLAN

SCALE: 3/32" = 1'-0"

Revision:

Project No.
2021-027C
Date:
May 14, 2021



MICHAEL ARRIGO
LIC. NO. AR0017335

General Notes & Scope

TYPICAL DRAWING NOTES

1. THE SCOPE OF WORK IS NEW CONSTRUCTION INVOLVING (2) 3 STORY RESIDENTIAL DWELLINGS. CONSTRUCTION IS INTENDED TO MAKE UNITS FULLY COMPLIANT WITH ADA AND FHA REQUIREMENTS.
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4. FOR BUILDING TYPE CONDITIONS REFER TO SHEETS AI SERIES FOR DESCRIPTION OF WORK
5. FOR INDIVIDUAL UNIT CONDITIONS REFER TO SHEETS A21-A22 FOR DESCRIPTION OF WORK

Symbols Legend

- UL *U316 - TENANT SEPARATION - STUD 1 HR
- UL *U356 - EXTERIOR BEARING / BREEZEWAY - STUD 1 HR
- SURFACE MOUNTED FLUOR EXTERIOR LIGHTING (EMERGENCY BALLAST)
- ⇨ EMERGENCY WALL PACK
- ◇ SMOKE DETECTOR
- ⊗ EXIT SIGNAGE
- ⊕ FIRE EXTINGUISHER - SEE FIRE DEPT NOTES SHEET G02
- Ⓐ 20 MIN RATED ENTRY DOOR W/ CLOSER
- F FIRE ALARM FULL STATION
- F FIRE ALARM HORN
- F ⊗ FIRE ALARM HORN + STROBE

AREA BREAKDOWN:

RESIDENTIAL BUILDING GROSS 1st FLOOR AREA:	15,382 SQ. FT.
RESIDENTIAL BUILDING GROSS 2nd FLOOR AREA:	15,360 SQ. FT.
RESIDENTIAL BUILDING GROSS 3rd FLOOR AREA:	14,810 SQ. FT.
	45,552 SQ. FT.

OCCUPANT LOAD

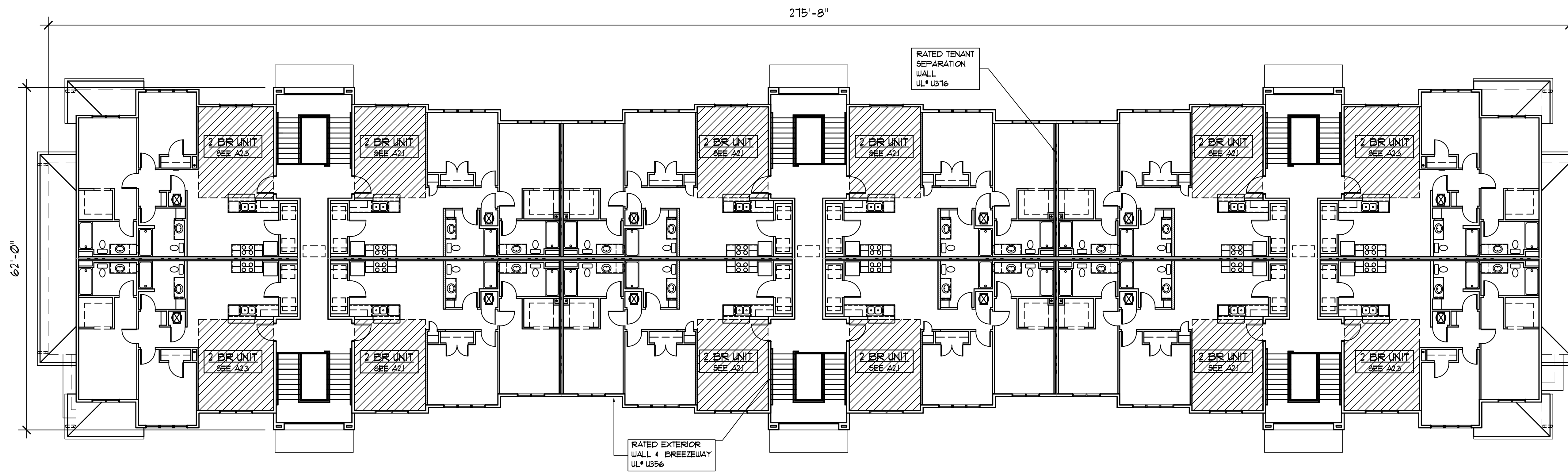
SPACE	CALC.	PEOPLE
RESIDENTIAL	45,552 / 200	228

OCCUPANT LOAD:

- OCCUPANCY LOAD: 228 PEOPLE PER FLOOR
- EGRESS REQUIRED PER FLOOR = 2 x 52' = 49.6 INCHES
- EGRESS PROVIDED = 216 INCHES (6 TOTAL EXITS)
- MINIMUM CLEAR OPENING OF EXIT DOORS = 32"
- MINIMUM CLEAR WIDTH OF CORRIDORS = 44"
- MAXIMUM TRAVEL DISTANCE TO EXIT REQUIRED = 250'
- MAXIMUM TRAVEL DISTANCE TO EXIT PROVIDED = 4'-130'-0" (FROM THIRD FLOOR)

REFER TO SHEET A81 FOR STAIR PLANS AND ADA RAILING DETAILS

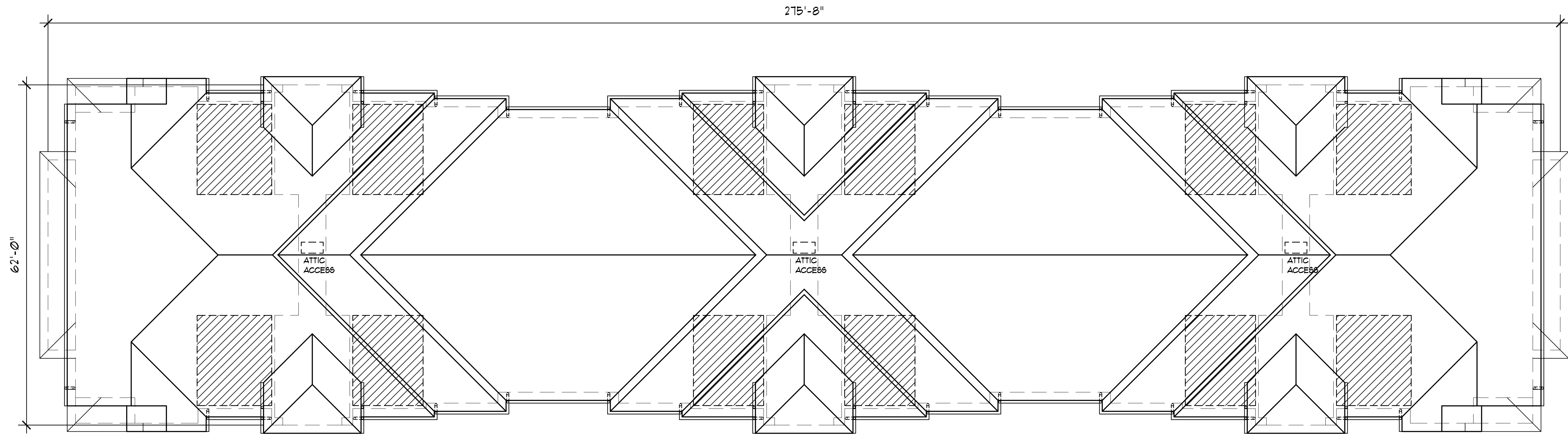
DRAFTSTOPPING SHALL BE PROVIDED IN FLOOR/CEILING ASSEMBLY. LOCATE DRAFTSTOPPING ABOVE AND IN LINE WITH DWELLING UNIT SEPARATIONS



THIRD FLOOR PLAN

SCALE: 3/32" = 1'-0"





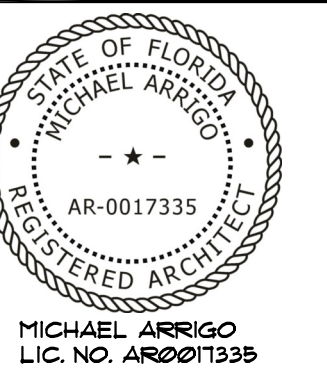
ROOF PLAN

SCALE: 3/32" = 1'-0"

**Building "A"
Floor Plans**

Revision

Project No.
2021-027C
Date:
August 6, 2021



MICHAEL ARRIGO
LIC. NO. AR2017335

a1.1d

**Detroit Street
Proposed Multi-Family
Housing Community**
Lake Worth Beach, Florida



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info@architectonicsstudio.com
www.architectonicsstudio.com
St. Petersburg, FL 33704
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General Notes & Scope

TYPICAL DRAWING NOTES

1. THE SCOPE OF WORK IS NEW CONSTRUCTION INVOLVING (2) 3 STORY RESIDENTIAL DWELLINGS. CONSTRUCTION IS INTENDED TO MAKE UNITS FULLY COMPLIANT WITH ADA AND FHA REQUIREMENTS.
2. SCHEDULED ITEMS WITHIN THESE DOCUMENTS MAY BE SUBSTITUTED PROVIDED THE GC PROVIDES EQUIVALENT FLORIDA PRODUCT APPROVALS OR PERFORMANCE DATA TO LOCAL AUTHORITY HAVING JURISDICTION FOR REVIEW.
3. FOR GENERAL PROPERTY WIDE CONDITIONS REFER TO SITE PLAN SHEET FOR DESCRIPTION OF WORK (SP1).
4. FOR BUILDING TYPE CONDITIONS REFER TO SHEETS A1 SERIES FOR DESCRIPTION OF WORK.
5. FOR INDIVIDUAL UNIT CONDITIONS REFER TO SHEETS A2.1-A2.2 FOR DESCRIPTION OF WORK.

Symbols Legend

- UL 4376 - TENANT SEPARATION - STUD 1 HR
- UL 4356 - EXTERIOR BEARING / BREEZEWAY - STUD 1 HR
- SURFACE MOUNTED FLUOR EXTERIOR LIGHTING (EMERGENCY BALLAST)
- ⇨ EMERGENCY WALL PACK
- SD SMOKE DETECTOR
- ⊗ EXIT SIGNAGE
- ⊕ FIRE EXTINGUISHER - SEE FIRE DEPT NOTES SHEET G02
- Ⓐ 20 MIN RATED ENTRY DOOR W/ CLOSER
- F FIRE ALARM PULL STATION
- F FIRE ALARM HORN
- F FIRE ALARM HORN & STROBE

AREA BREAKDOWN:

RESIDENTIAL BUILDING GROSS 1st FLOOR AREA:	10,446 SQ. FT.
RESIDENTIAL BUILDING GROSS 2nd FLOOR AREA:	10,434 SQ. FT.
RESIDENTIAL BUILDING GROSS 3rd FLOOR AREA:	9,885 SQ. FT.
	30,765 SQ. FT.

OCCUPANT LOAD

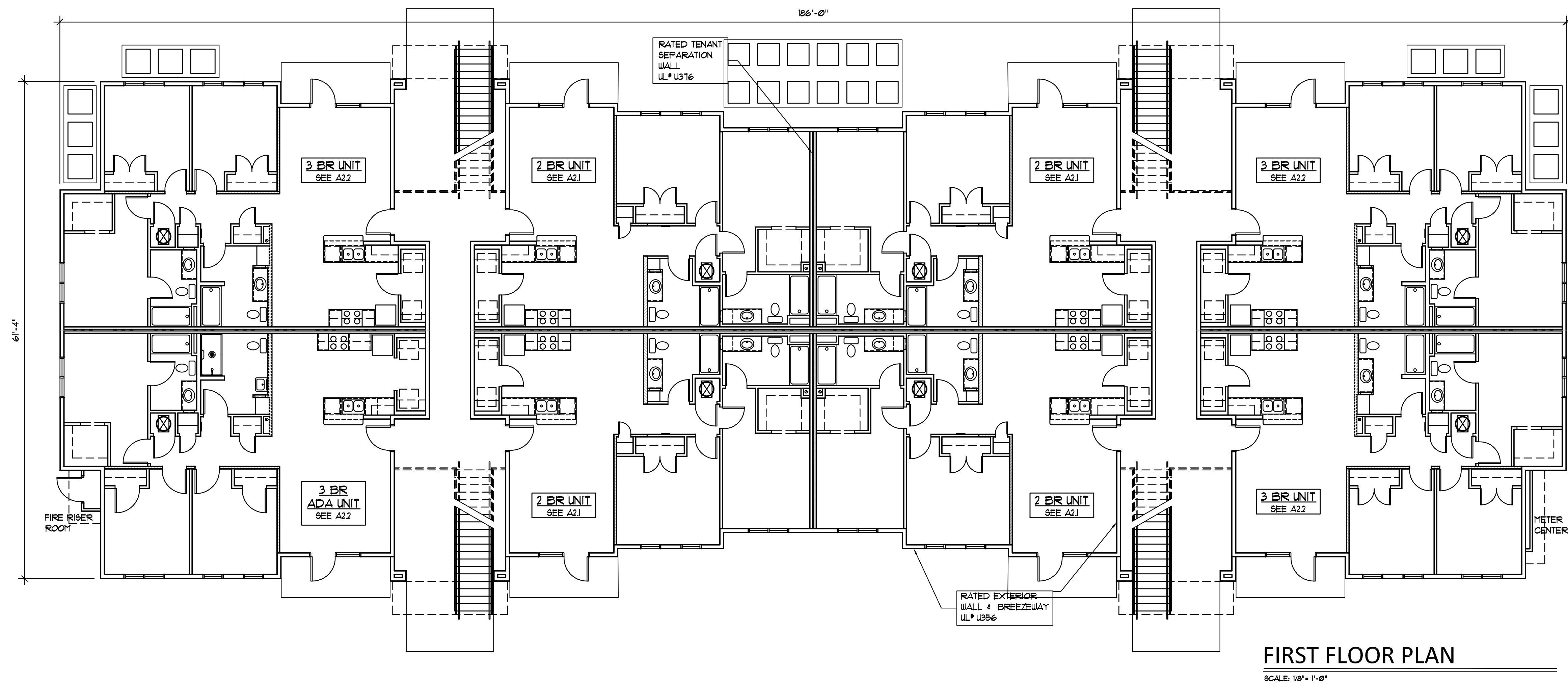
SPACE	CALC.	PEOPLE
RESIDENTIAL	30,765 / 200	154

OCCUPANT LOAD:

- OCCUPANCY LOAD: 52 PEOPLE PER FLOOR
- EGRESS REQUIRED PER FLOOR = 2 x 52 = 104 INCHES
- EGRESS PROVIDED = 224 INCHES (4 TOTAL EXITS)
- MINIMUM CLEAR OPENING OF EXIT DOORS = 32"
- MINIMUM CLEAR WIDTH OF CORRIDORS = 44"
- MAXIMUM TRAVEL DISTANCE TO EXIT REQUIRED = 250'
- MAXIMUM TRAVEL DISTANCE TO EXIT PROVIDED = 11-130'-0" (FROM THIRD FLOOR)

REFER TO SHEET A81 FOR STAIR PLANS AND ADA RAILING DETAILS

DRAFTSTOPPING SHALL BE PROVIDED IN FLOOR/CEILING ASSEMBLY. LOCATE DRAFTSTOPPING ABOVE AND IN LINE WITH DWELLING UNIT SEPARATIONS



FIRST FLOOR PLAN

SCALE: 1/8" = 1'-0"

Revisions:

Project No.
2021-027C
Date:
August 6, 2021



General Notes & Scope

TYPICAL DRAWING NOTES

1. THE SCOPE OF WORK IS NEW CONSTRUCTION INVOLVING (2) 3 STORY RESIDENTIAL DWELLINGS. CONSTRUCTION IS INTENDED TO MAKE UNITS FULLY COMPLIANT WITH ADA AND FHA REQUIREMENTS.
2. SCHEDULED ITEMS WITHIN THESE DOCUMENTS MAY BE SUBSTITUTED PROVIDED THE GC PROVIDE EQUIVALENT FLORIDA PRODUCT APPROVALS OR PERFORMANCE DATA TO LOCAL AUTHORITY HAVING JURISDICTION FOR REVIEW.
3. FOR GENERAL PROPERTY WIDE CONDITIONS REFER TO SITE PLAN SHEET FOR DESCRIPTION OF WORK (SP1).
4. FOR BUILDING TYPE CONDITIONS REFER TO SHEETS A1 SERIES FOR DESCRIPTION OF WORK.
5. FOR INDIVIDUAL UNIT CONDITIONS REFER TO SHEETS A2.1-A2.2 FOR DESCRIPTION OF WORK.

Symbols Legend

- UL #316 - TENANT SEPARATION - STUD 1 HR
- UL #356 - EXTERIOR BEARING / BREEZEWAY - STUD 1 HR
- SURFACE MOUNTED FLUOR EXTERIOR LIGHTING (EMERGENCY BALLAST)
- ⇨ EMERGENCY WALL PACK
- ◇ SD SMOKE DETECTOR
- ⊗ EXIT SIGNAGE
- ⊕ FIRE EXTINGUISHER - SEE FIRE DEPT NOTES SHEET G02
- Ⓐ 20 MIN RATED ENTRY DOOR W/ CLOSER
- F FIRE ALARM FULL STATION
- F FIRE ALARM HORN
- F FIRE ALARM HORN & STROBE

AREA BREAKDOWN:

RESIDENTIAL BUILDING GROSS 1st FLOOR AREA:	10,446 SQ. FT.
RESIDENTIAL BUILDING GROSS 2nd FLOOR AREA:	10,434 SQ. FT.
RESIDENTIAL BUILDING GROSS 3rd FLOOR AREA:	9,889 SQ. FT.
	30,769 SQ. FT.

OCCUPANT LOAD

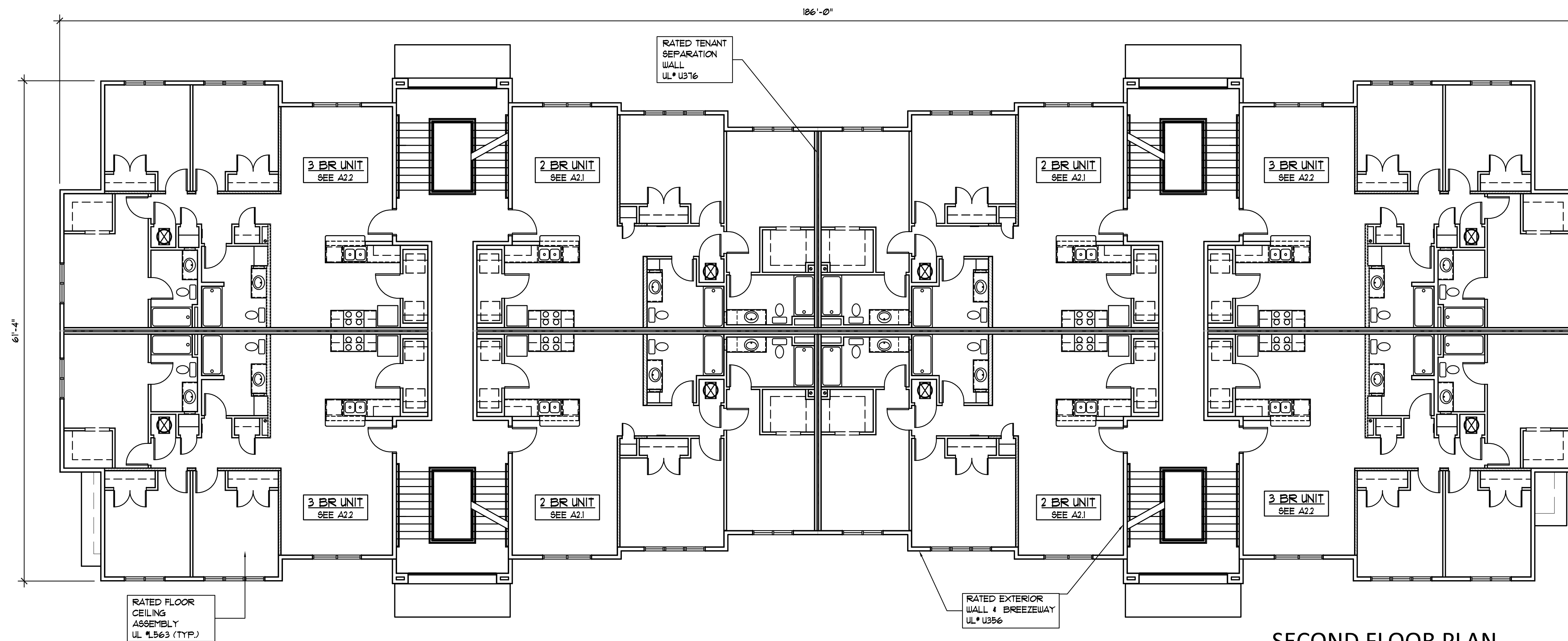
SPACE	CALC.	PEOPLE
RESIDENTIAL	30,769 / 200	154

OCCUPANT LOAD:

- OCCUPANCY LOAD: 52 PEOPLE PER FLOOR
- EGRESS REQUIRED PER FLOOR = 2 x 52 = 104 INCHES
- EGRESS PROVIDED = 224 INCHES (4 TOTAL EXITS)
- ** MINIMUM CLEAR OPENING OF EXIT DOORS = 32"
- ** MINIMUM CLEAR WIDTH OF CORRIDORS = 44"
- MAXIMUM TRAVEL DISTANCE TO EXIT REQUIRED = 250'
- MAXIMUM TRAVEL DISTANCE TO EXIT PROVIDED = +/- 130'-0" (FROM THIRD FLOOR)

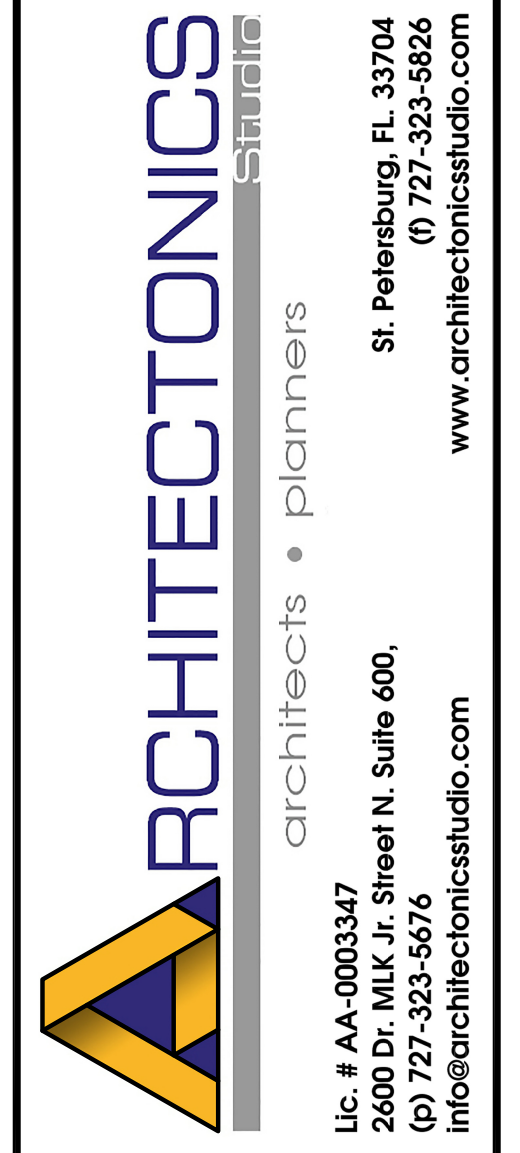
REFER TO SHEET A81 FOR STAIR PLANS AND ADA RAILING DETAILS

DRAFTSTOPPING SHALL BE PROVIDED IN FLOOR/CEILING ASSEMBLY. LOCATE DRAFTSTOPPING ABOVE AND IN LINE WITH DWELLING UNIT SEPARATIONS



SECOND FLOOR PLAN

SCALE: 1/8" = 1'-0"



**Detroit Street
Proposed Multi-Family
Housing Community**
Lake Worth Beach, Florida

**Building "B"
Floor Plans**

Revisions:

Project No.
2021-027C
Date:
August 6, 2021



a1.2a

General Notes & Scope

TYPICAL DRAWING NOTES

1. THE SCOPE OF WORK IS NEW CONSTRUCTION INVOLVING (2) 3 STORY RESIDENTIAL DWELLINGS. CONSTRUCTION IS INTENDED TO MAKE UNIT FULLY COMPLIANT WITH ADA AND FHA REQUIREMENTS.
2. SCHEDULED ITEMS WITHIN THESE DOCUMENTS MAY BE SUBSTITUTED PROVIDED THE GC PROVIDES EQUIVALENT FLORIDA PRODUCT APPROVALS OR PERFORMANCE DATA TO LOCAL AUTHORITY HAVING JURISDICTION FOR REVIEW.
3. FOR GENERAL PROPERTY WIDE CONDITIONS REFER TO SITE PLAN SHEET FOR DESCRIPTION OF WORK (SP1).
4. FOR BUILDING TYPE CONDITIONS REFER TO SHEETS A1 SERIES FOR DESCRIPTION OF WORK.
5. FOR INDIVIDUAL UNIT CONDITIONS REFER TO SHEETS A2.1-A2.2 FOR DESCRIPTION OF WORK.

Symbols Legend

- UL 4376 - TENANT SEPARATION - STUD 1 HR
- UL 4356 - EXTERIOR BEARING / BREEZEWAY - STUD 1 HR
- SURFACE MOUNTED FLUOR EXTERIOR LIGHTING (EMERGENCY BALLAST)
- ⇨ EMERGENCY WALL PACK
- SD SMOKE DETECTOR
- ⊗ EXIT SIGNAGE
- ⊕ FIRE EXTINGUISHER - SEE FIRE DEPT NOTES SHEET G02
- Ⓐ 20 MIN RATED ENTRY DOOR W/ CLOSER
- F FIRE ALARM PULL STATION
- F FIRE ALARM HORN
- F FIRE ALARM HORN 4 STROBE

AREA BREAKDOWN:

RESIDENTIAL BUILDING GROSS 1st FLOOR AREA:	10,446 SQ. FT.
RESIDENTIAL BUILDING GROSS 2nd FLOOR AREA:	10,434 SQ. FT.
RESIDENTIAL BUILDING GROSS 3rd FLOOR AREA:	9,885 SQ. FT.
	30,765 SQ. FT.

OCCUPANT LOAD

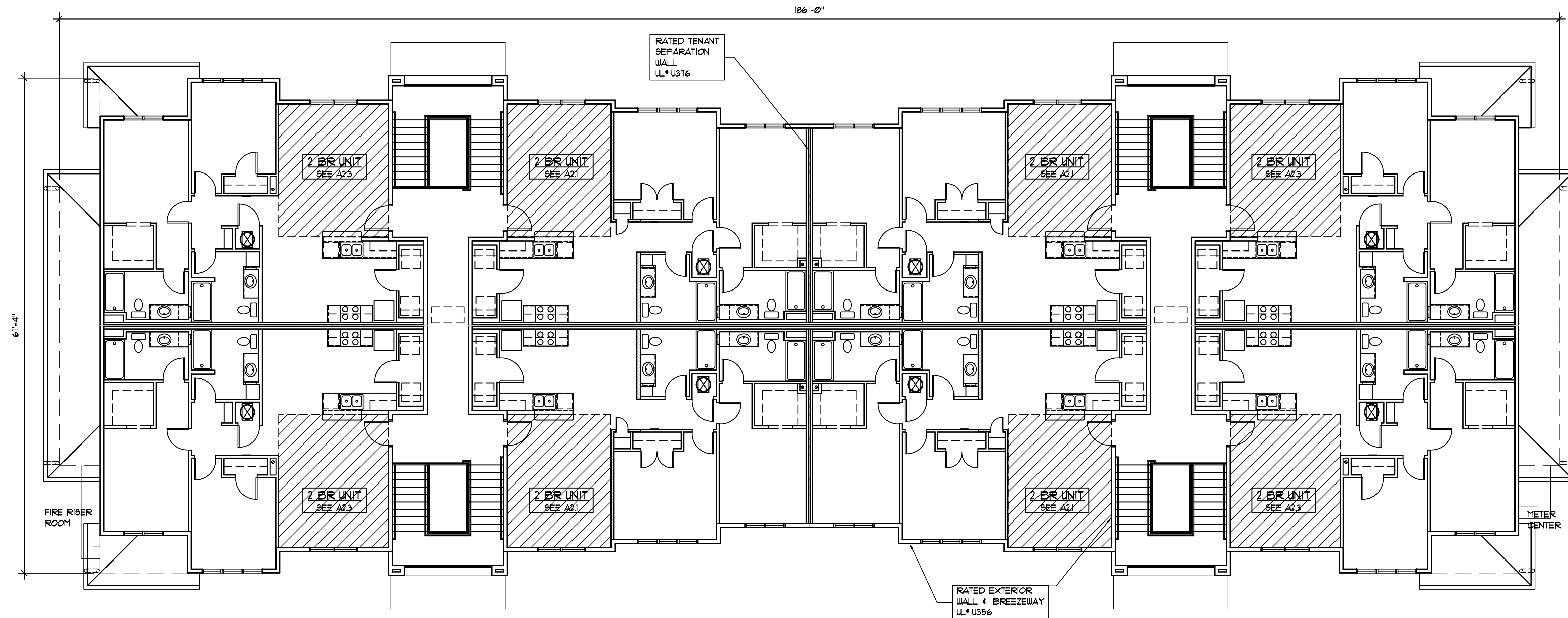
SPACE	CALC.	PEOPLE
RESIDENTIAL	30,765 / 200	154

OCCUPANT LOAD:

- OCCUPANCY LOAD: 52 PEOPLE PER FLOOR
- EGRESS REQUIRED PER FLOOR = 2 x 52 = 104 INCHES
- EGRESS PROVIDED = 224 INCHES (4 TOTAL EXITS)
- MINIMUM CLEAR OPENING OF EXIT DOORS = 32"
- MINIMUM CLEAR WIDTH OF CORRIDORS = 44"
- MAXIMUM TRAVEL DISTANCE TO EXIT REQUIRED = 250'
- MAXIMUM TRAVEL DISTANCE TO EXIT PROVIDED = 171-130'-0" (FROM THIRD FLOOR)

REFER TO SHEET A81 FOR STAIR PLANS AND ADA RAILING DETAILS

DRAFTSTOPPING SHALL BE PROVIDED IN FLOOR/CEILING ASSEMBLY. LOCATE DRAFTSTOPPING ABOVE AND IN LINE WITH DWELLING UNIT SEPARATIONS

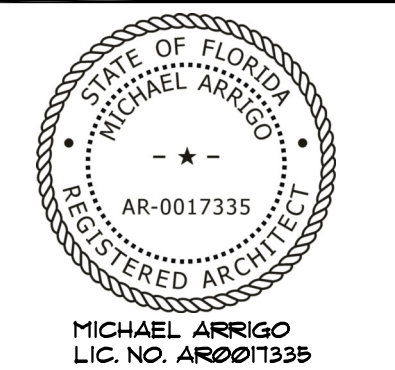


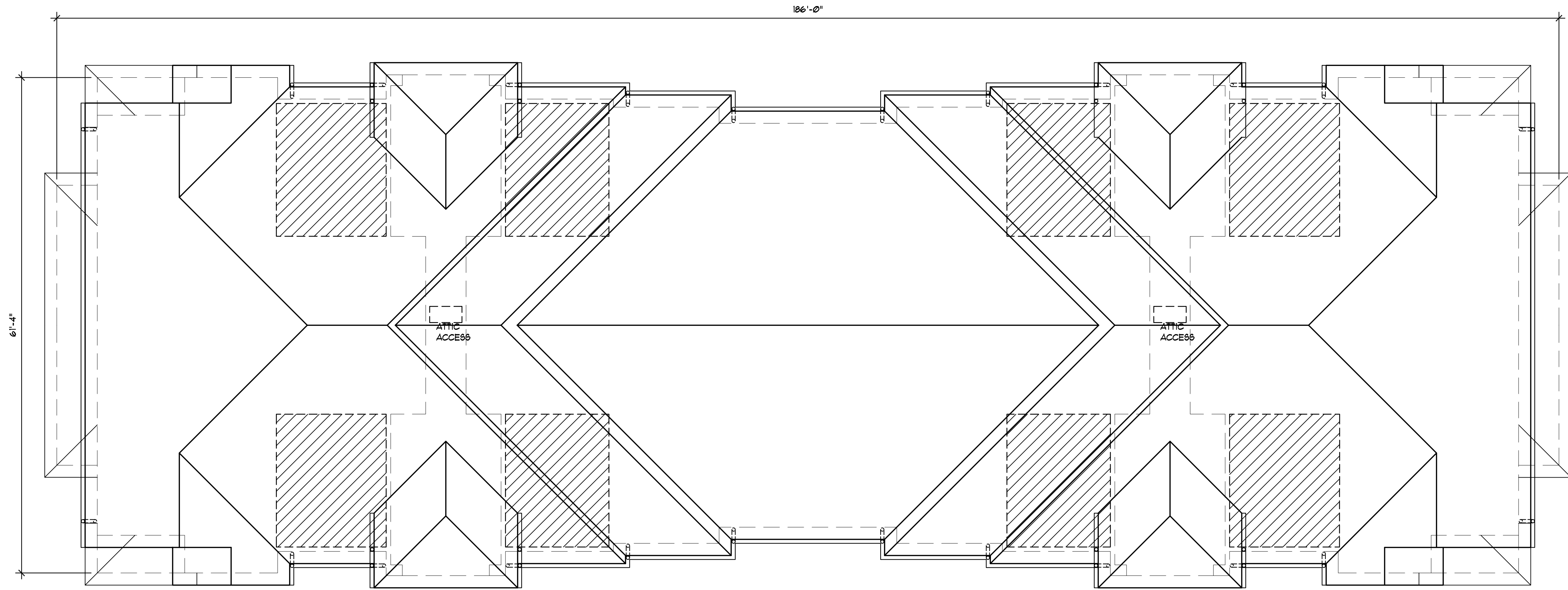
THIRD FLOOR PLAN

SCALE: 1/8" = 1'-0"

Revisions:

Project No.
2021-027C
Date:
August 6, 2021





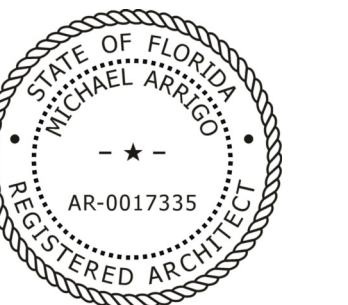
ROOF PLAN

SCALE: 1/8" = 1'-0"

**Building "B"
Floor Plans**

Revision

Project No.
2021-027C
Date:
August 6, 2021



MICHAEL ARRIGO
LIC. NO. AR0017335

a1.2d

**Detroit Street
Proposed Multi-Family
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Symbols Legend

- LOAD BEARING 2"x6" WD STUD PERIMETER EXTERIOR WALL SPACING AS SCHEDULED IN STRUCT DUGS REFER TO WALL TYPE ENLARGEMENT FOR DETAIL ON A01
- INTERIOR NONBEARING 2"x4" WOOD STUD PARTITION (6" AT BACK TO BACK PLUMBING WALL) REFER TO WALL TYPE ENLARGEMENT FOR DETAIL ON A01
- 3068 DOOR SIZE REFER TO SHEET A01 FOR PARTITIONS. REFER TO SHEET A03 FOR DOOR & WINDOW SCHEDULE AS WELL AS FLORIDA PRODUCT APPROVAL / MIAMI DADE NOA SCHEDULE AND RELATED MOUNTING / FASTENING INFORMATION
- 5-440 WINDOW SIZE HR WINDOW TYPE
- PARTITION TYPE TYPICAL INTERIOR WALL TYPE IS "A" UNLESS OTHERWISE NOTED
- ELEVATION SYMBOL
- FIRE EXTINGUISHER - SEE FIRE DEPT NOTES SHEET G01
- EMERGENCY WALL PAK
- EXIT SIGNAGE
- TRAVEL DISTANCE TO EXIT (MAX 200 FEET)

REFER TO SHEET G01 FOR DEFINED PROJECT SCOPE AND ADDITIONAL PERTINENT INFORMATION /OR SPECIFICATIONS

APPLIANCES NOTED AS "ADA" HAVE ALL CONTROLS TOWARD FRONT OR DESIGNED SPECIFICALLY FOR ACCESSIBILITY

BUILDING AREA BREAKDOWN:

1ST FLOOR AREA = 1148 SF GROSS
 OFFICE AREA - BUSINESS 1079 SF
 ENTRY PORCH 69 SF (N/A IN OCCUPANCY)

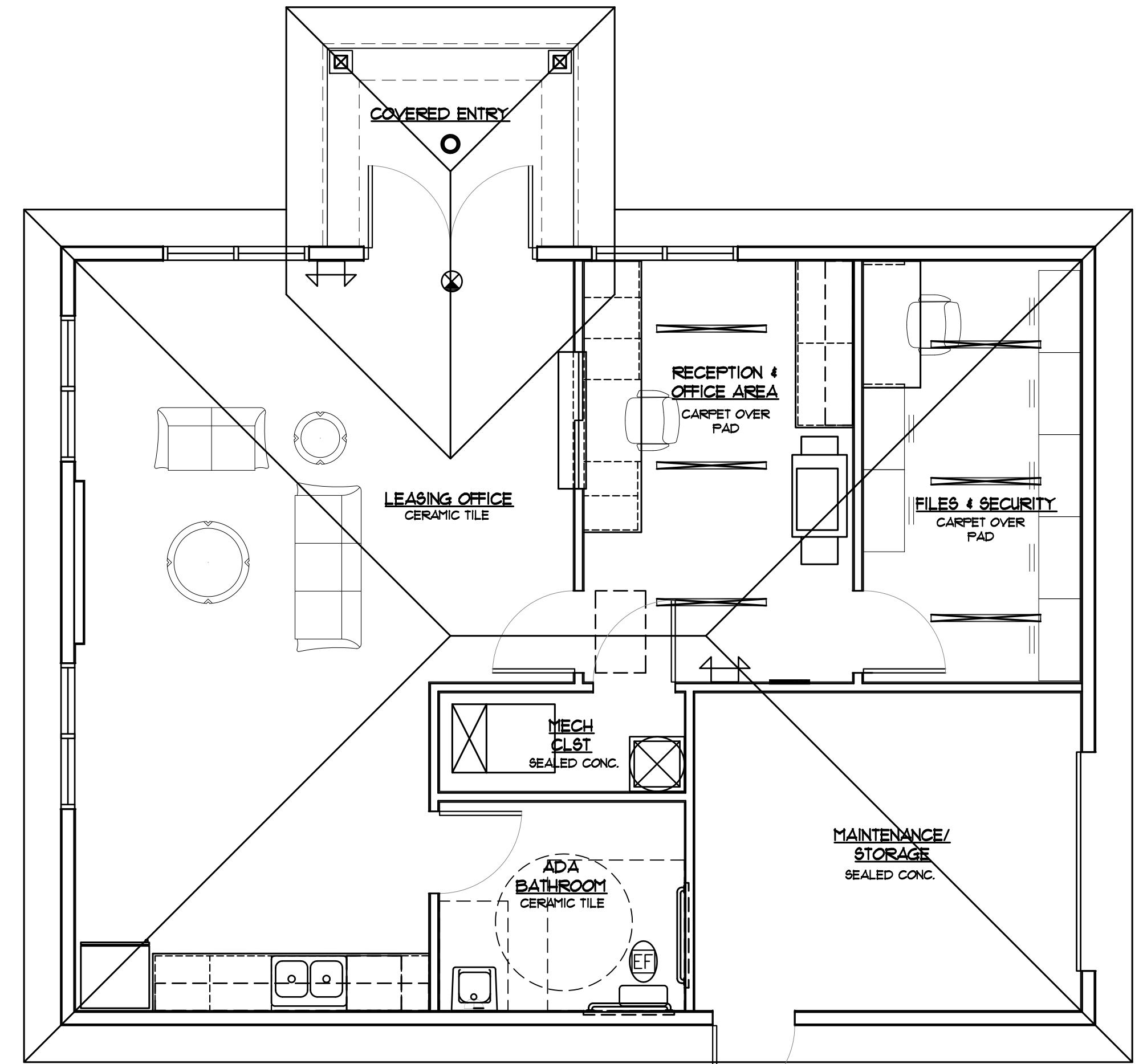
NON-SPRINKLERED

OCCUPANT LOAD		
SPACE	CALC.	PEOPLE
BUSINESS (MOST RESTRICTIVE)	1079 / 100	8
TOTAL		8

OCCUPANT LOAD:

- OCCUPANCY LOAD: 8 PEOPLE
- EGRESS REQUIRED PER FLOOR = 2 x 8 = 16 INCHES
- EGRESS PROVIDED = 36 INCHES (1 TOTAL EXITS)
- MINIMUM CLEAR OPENING OF EXIT DOORS = 32"
- MINIMUM CLEAR WIDTH OF CORRIDORS/STAIRS = 44"
- MAXIMUM TRAVEL DISTANCE TO EXIT REQUIRED = 200'
- MAXIMUM TRAVEL DISTANCE TO EXIT PROVIDED = 47-42'

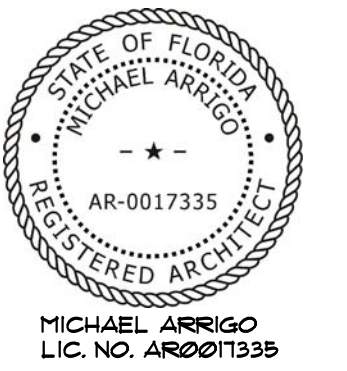
PLUMBING MATRIX		
SPACE	FIXTURES	
	REQ.	PROVIDED
BUSINESS (B) - 15 PEOPLE	1 UC (MALE/FEMALE) PER 25 OF FIRST 50 1 PER 50 REMAINING	1 UC (MALE/FEMALE)
	1 LAV (MALE/FEMALE) PER 40 OF FIRST 80 1 PER 80 REMAINING	1 LAV (MALE/FEMALE)
	DRINKING FOUNTAIN NOT REQUIRED (OCCUPANT LOAD 15 OR FEWER)	
	1 SERVICE SINK	1 SERVICE SINK

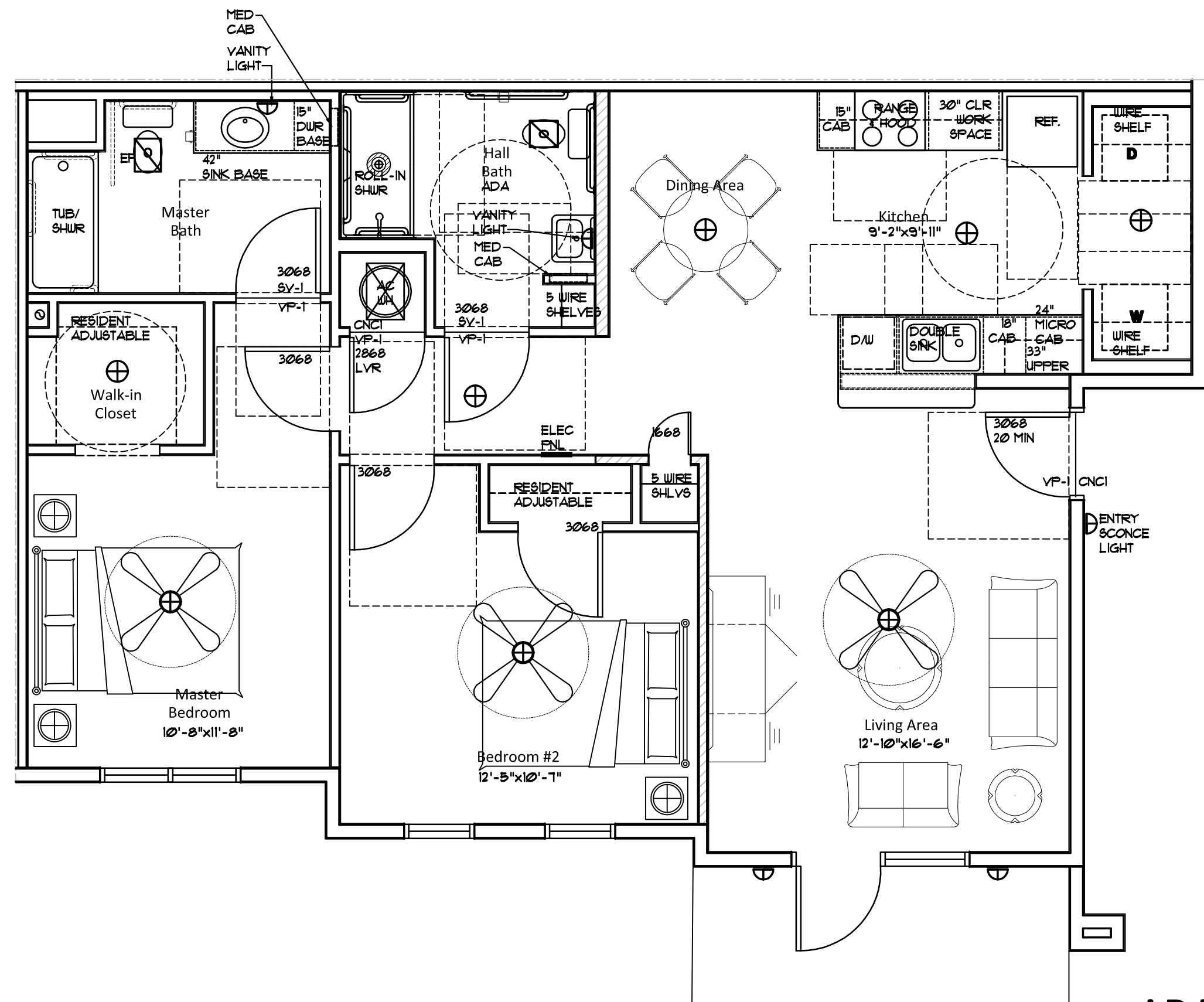


A FLOOR PLAN
SCALE: 1/4" = 1'-0"

Revisions:

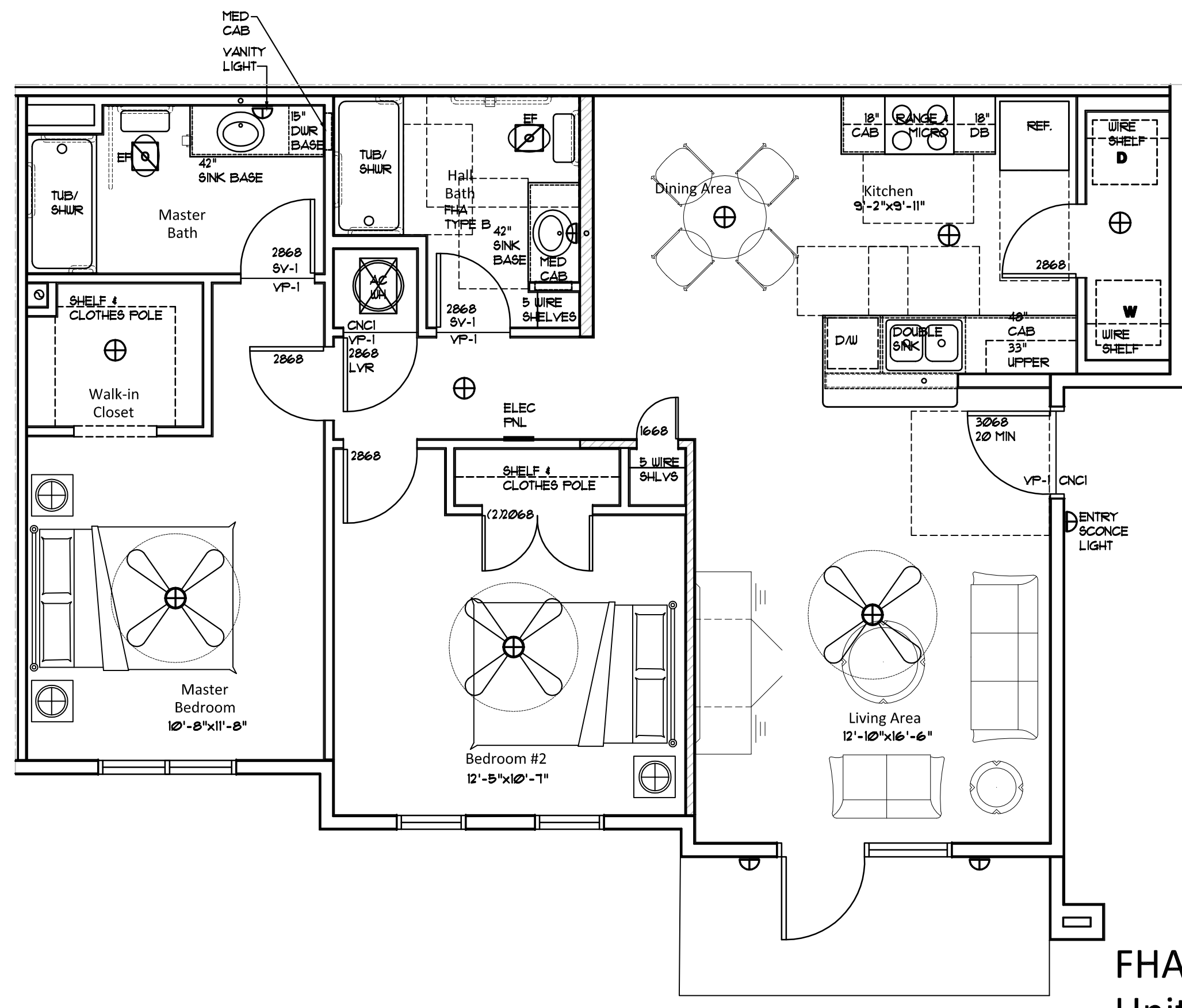
Project No. 2021-027C
 Date: August 6, 2021





A ADA 2BR
Unit Plan
SCALE: 1/4" = 1'-0"

1,066 SF INTERIOR A/C SPACE (GROSS)
942 SF NET



B FHA 2BR
Unit Plan
SCALE: 1/4" = 1'-0"

1,066 SF INTERIOR A/C SPACE (GROSS)
942 SF NET

REFER TO LOCATIONS ON SITE PLAN AND BUILDING PLANS

General Notes & Scope

TYPICAL DRAWING NOTES

1. THE SCOPE OF WORK IS NEW CONSTRUCTION INVOLVING (2) 3-STORY RESIDENTIAL DWELLINGS. CONSTRUCTION IS INTENDED TO MAKE UNITS FULLY COMPLIANT WITH FHA AND ADA REQUIREMENTS
2. SCHEDULED ITEMS WITHIN THESE DOCUMENTS MAY BE SUBSTITUTED PROVIDED THE GC PRODUCE EQUIVALENT FLORIDA PRODUCT APPROVALS OR PERFORMANCE DATA TO LOCAL AUTHORITY HAVING JURISDICTION FOR REVIEW.
3. FOR GENERAL PROPERTY WIDE CONDITIONS REFER TO SITE PLAN SHEET FOR DESCRIPTION OF WORK (RPL)
4. FOR BUILDING TYPE CONDITIONS REFER TO SHEETS A1 SERIES FOR DESCRIPTION OF WORK
5. FOR INDIVIDUAL UNIT CONDITIONS REFER TO SHEETS A2 SERIES FOR DESCRIPTION OF WORK

CONSTRUCTION PLAN NOTES:

1. VERIFY WINDOW OPENING DIMENSIONS W/ MANUFACTURER SIZES.
 2. DOOR AND WINDOW OPENINGS THAT READ 3000, 2040, ETC. ARE 3'-0"x8'-0"; 7'-0"x4'-0"; ETC.
 3. COORDINATE ALL AFFLIANCE AND PLUMBING FIXTURE OPENINGS WITH CABINETRY.
 4. DIMENSIONS SHOWN ON PLANS ARE FROM FACE OF STUDS AND FACE OF MASONRY UNLESS SHOWN OTHERWISE.
 5. ALL WORK SHALL BE DONE IN STRICT ACCORDANCE WITH APPLICABLE CODES AND ORDINANCES.
 6. FOR ENERGY CODE COMPLIANCE ALL OPERATION MANUALS SHALL BE FURNISHED TO OWNER.
1. ANY 'WORK' STARTED OR COMPLETED WITHOUT THE PROPER PERMITS OR INSPECTIONS IS SUBJECT TO REMOVAL. ALL 'WORK' IS TO BE EXPOSED AND AVAILABLE FOR VISUAL INSPECTION.
8. CONCRETE TILE BACKER ON ALL SHOWER AND TUB WALLS.

ALL UNITS TO BE WIRED FOR HIGH SPEED INTERNET. CONTRACTOR SHALL FIELD COORDINATE INTERNET CONNECTION LOCATION

Symbols Legend

- UL U326 - RATED CHASE - STUD 1 HR
- ==== LOAD BEARING 2x4 W/ STUD INTERIOR WALL (6" AT BACK TO BACK PLUMBING WALL) SPACING AS SCHEDULED IN STRICT DWGS REFER TO WALL TYPE ENLARGEMENT FOR DETAIL
- ==== INTERIOR NONBEARING 2x4" WOOD STUD PARTITION (6" AT BACK TO BACK PLUMBING WALL) REFER TO WALL TYPE ENLARGEMENT FOR DETAIL
- (A) DOOR TAG REFER TO SHEET A01 FOR PARTITION TYPES & A04 FOR DOOR & WINDOW SCHEDULE AS WELL AS FLORIDA PRODUCT APPROVAL / MIAMI DADE NOA SCHEDULE AND RELATED MOUNTING / FASTENING INFORMATION
- (I) WINDOW TAG
- |-| PARTITION TYPE TYPICAL INTERIOR WALL TYPE IS 'C' UNLESS OTHERWISE NOTED
- (E) FIRE EXTINGUISHER - SEE FIRE DEPT NOTES SHEET G02
- (F) FIRE ALARM FULL STATION
- (F) FIRE ALARM HORN
- (F) FIRE ALARM HORN & STROBE
- (SD) SMOKE DETECTOR

REFER TO SHEET G02 FOR DEFINED PROJECT SCOPE AND ADDITIONAL PERTINENT INFORMATION 4/OR SPECIFICATIONS

APPLIANCES NOTED AS 'ADA' HAVE ALL CONTROLS TOWARD FRONT OR DESIGNED SPECIFICALLY FOR ACCESSIBILITY

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Detroit Street
Proposed Multi-Family
Housing Community
Lake Worth Beach, Florida

Proposed Typical
Unit Plans

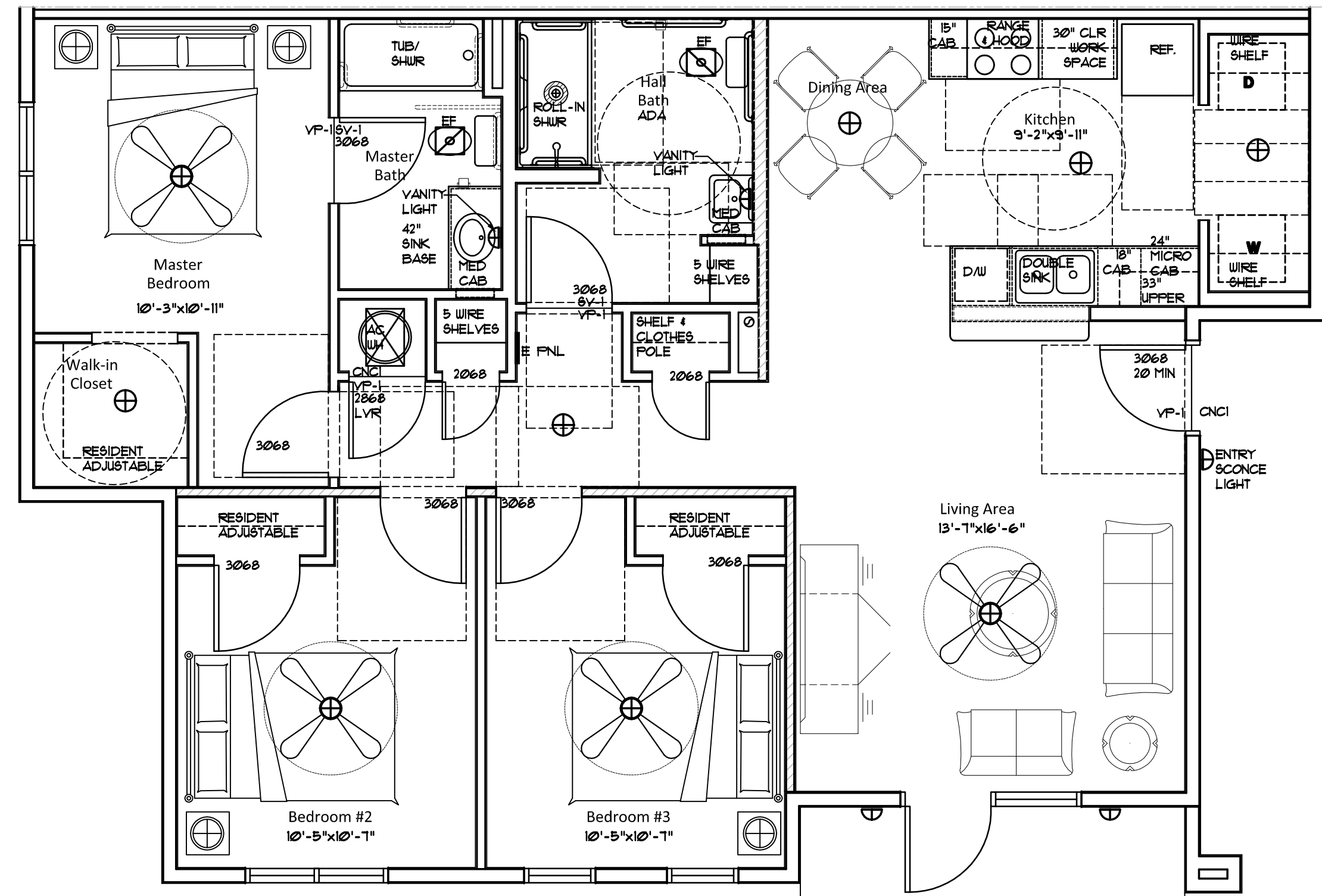
Revision	Date

Project No.
2021-027C
Date:
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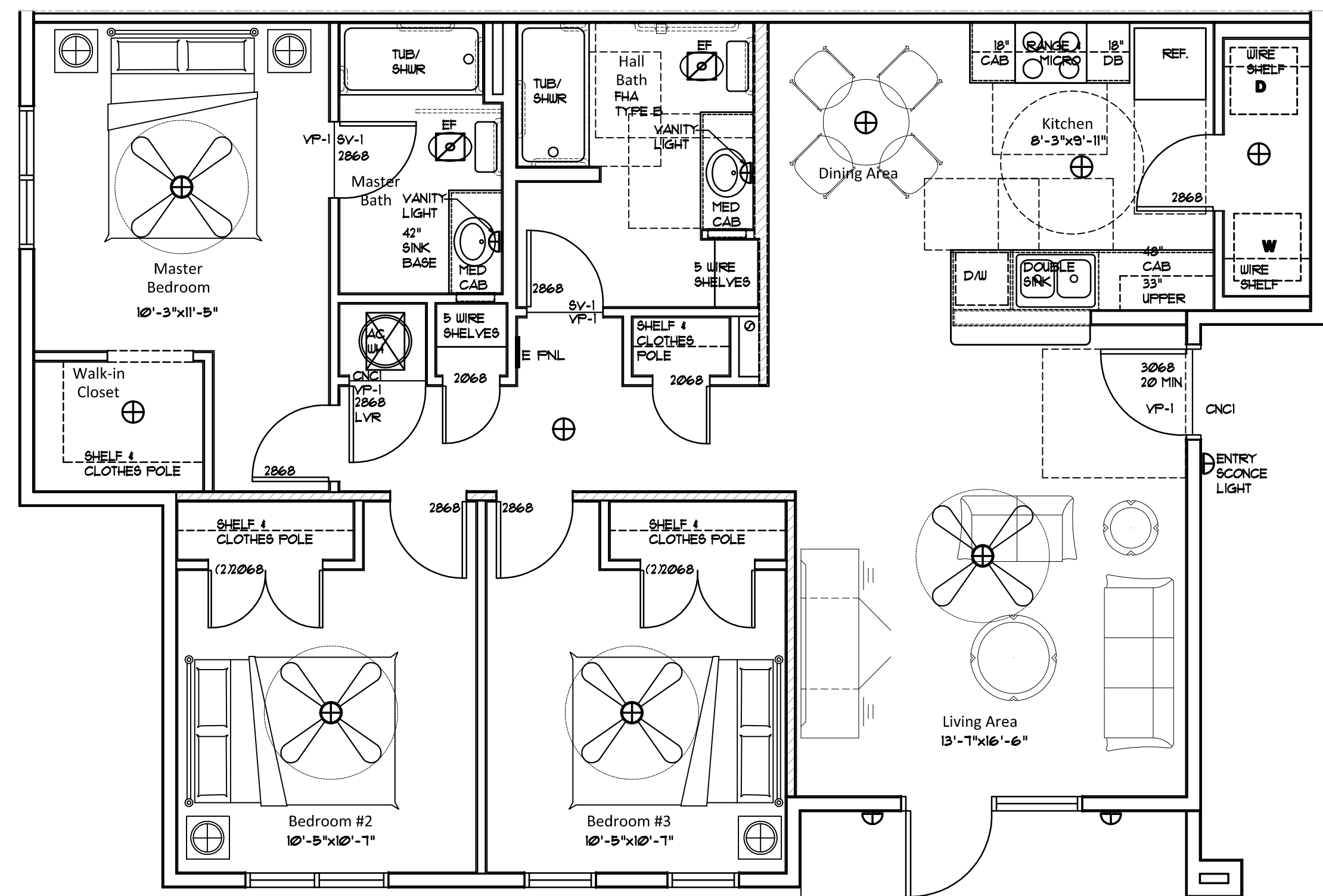
MICHAEL ARRIGO
LIC. NO. AR0017335

a2.1



**ADA 3BR
Unit Plan**

SCALE: 1/4" = 1'-0"
1,212 SF INTERIOR A/C SPACE (GROSS)
1,070 SF NET



**FHA 3BR
Unit Plan**

SCALE: 1/4" = 1'-0"
1,212 SF INTERIOR A/C SPACE (GROSS)
1,070 SF NET

General Notes & Scope

TYPICAL DRAWING NOTES

1. THE SCOPE OF WORK IS NEW CONSTRUCTION INVOLVING (2) 3-STORY RESIDENTIAL DWELLINGS. CONSTRUCTION IS INTENDED TO MAKE UNITS FULLY COMPLIANT WITH FHA AND ADA REQUIREMENTS.
2. SCHEDULED ITEMS WITHIN THESE DOCUMENTS MAY BE SUBSTITUTED PROVIDED THE GC PRODUCE EQUIVALENT FLORIDA PRODUCT APPROVALS OR PERFORMANCE DATA TO LOCAL AUTHORITY HAVING JURISDICTION FOR REVIEW.
3. FOR GENERAL PROPERTY WIDE CONDITIONS REFER TO SITE PLAN SHEET FOR DESCRIPTION OF WORK (SP1).
4. FOR BUILDING TYPE CONDITIONS REFER TO SHEETS A1 SERIES FOR DESCRIPTION OF WORK.
5. FOR INDIVIDUAL UNIT CONDITIONS REFER TO SHEETS A2 SERIES FOR DESCRIPTION OF WORK.

CONSTRUCTION PLAN NOTES:

1. VERIFY WINDOW OPENING DIMENSIONS W/ MANUFACTURER SIZES.
 2. DOOR AND WINDOW OPENINGS THAT READ 3000, 2040, ETC. ARE 3'-0" x 8'-0", 7'-0" x 4'-0", ETC.
 3. COORDINATE ALL APPLIANCE AND PLUMBING FIXTURE OPENINGS WITH CABINETRY.
 4. DIMENSIONS SHOWN ON PLANS ARE FROM FACE OF STUDS AND FACE OF MASONRY UNLESS SHOWN OTHERWISE.
 5. ALL WORK SHALL BE DONE IN STRICT ACCORDANCE WITH APPLICABLE CODES AND ORDINANCES.
 6. FOR ENERGY CODE COMPLIANCE ALL OPERATION MANUALS SHALL BE FURNISHED TO OWNER.
1. ANY "WORK" STARTED OR COMPLETED WITHOUT THE PROPER PERMITS OR INSPECTIONS IS SUBJECT TO REMOVAL. ALL "WORK" IS TO BE EXPOSED AND AVAILABLE FOR VISUAL INSPECTION.
8. CONCRETE TILE BACKER ON ALL SHOWER AND TUB WALLS.

ALL UNITS TO BE WIRED FOR HIGH SPEED INTERNET. CONTRACTOR SHALL FIELD COORDINATE INTERNET CONNECTION LOCATION.

Symbols Legend

- UL U326 - RATED CHASE - STUD 1 HR
- ==== LOAD BEARING 2x4 W/ STUD INTERIOR WALL (6" AT BACK TO BACK PLUMBING WALL) SPACING AS SCHEDULED IN STRICT DWGS REFER TO WALL TYPE ENLARGEMENT FOR DETAIL
- ==== INTERIOR NONBEARING 2x4" WOOD STUD PARTITION (6" AT BACK TO BACK PLUMBING WALL) REFER TO WALL TYPE ENLARGEMENT FOR DETAIL
- (A) DOOR TAG REFER TO SHEET A01 FOR PARTITION TYPES & A04 FOR DOOR & WINDOW SCHEDULE AS WELL AS FLORIDA PRODUCT APPROVAL / MIAMI DADE NOA SCHEDULE AND RELATED MOUNTING / FASTENING INFORMATION
- (I) WINDOW TAG
- |-| PARTITION TYPE TYPICAL INTERIOR WALL TYPE IS "C" UNLESS OTHERWISE NOTED
- (FE) FIRE EXTINGUISHER - SEE FIRE DEPT NOTES SHEET G02
- (F) FIRE ALARM FULL STATION
- (FK) FIRE ALARM HORN
- (FA) FIRE ALARM HORN & STROBE
- (SD) SMOKE DETECTOR

REFER TO SHEET G02 FOR DEFINED PROJECT SCOPE AND ADDITIONAL PERTINENT INFORMATION 4/OR SPECIFICATIONS

APPLIANCES NOTED AS "ADA" HAVE ALL CONTROLS TOWARD FRONT OR DESIGNED SPECIFICALLY FOR ACCESSIBILITY

REFER TO LOCATIONS ON SITE PLAN AND BUILDING PLANS

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**Detroit Street
Proposed Multi-Family
Housing Community**
Lake Worth Beach, Florida

**Proposed Typical
Unit Plans**

Project No. 2021-027C
Date: August 6, 2021

STATE OF FLORIDA
MICHAEL ARRIGO
REGISTERED ARCHITECT
AR-0017335
MICHAEL ARRIGO
LIC. NO. AR2017335

a2.2

General Notes & Scope

TYPICAL DRAWING NOTES

1. THE SCOPE OF WORK IS NEW CONSTRUCTION INVOLVING (2) 3-STORY RESIDENTIAL DWELLINGS. CONSTRUCTION IS INTENDED TO MAKE UNITS FULLY COMPLIANT WITH FHA AND ADA REQUIREMENTS
2. SCHEDULED ITEMS WITHIN THESE DOCUMENTS MAY BE SUBSTITUTED PROVIDED THE GC PRODUCE EQUIVALENT FLORIDA PRODUCT APPROVALS OR PERFORMANCE DATA TO LOCAL AUTHORITY HAVING JURISDICTION FOR REVIEW.
3. FOR GENERAL PROPERTY WIDE CONDITIONS REFER TO SITE PLAN SHEET FOR DESCRIPTION OF WORK (SP1)
4. FOR BUILDING TYPE CONDITIONS REFER TO SHEETS A1 SERIES FOR DESCRIPTION OF WORK
5. FOR INDIVIDUAL UNIT CONDITIONS REFER TO SHEETS A2 SERIES FOR DESCRIPTION OF WORK

CONSTRUCTION PLAN NOTES:

1. VERIFY WINDOW OPENING DIMENSIONS W/ MANUFACTURER SIZES.
 2. DOOR AND WINDOW OPENINGS THAT READ 3000, 2040, ETC. ARE 3'-0"x8'-0"; 2'-0"x4'-0"; ETC.
 3. COORDINATE ALL AFFLIANCE AND PLUMBING FIXTURE OPENINGS WITH CABINETRY.
 4. DIMENSIONS SHOWN ON PLANS ARE FROM FACE OF STUDS AND FACE OF MASONRY UNLESS SHOWN OTHERWISE.
 5. ALL WORK SHALL BE DONE IN STRICT ACCORDANCE WITH APPLICABLE CODES AND ORDINANCES.
 6. FOR ENERGY CODE COMPLIANCE ALL OPERATION MANUALS SHALL BE FURNISHED TO OWNER.
1. ANY "WORK" STARTED OR COMPLETED WITHOUT THE PROPER PERMITS OR INSPECTIONS IS SUBJECT TO REMOVAL. ALL "WORK" IS TO BE EXPOSED AND AVAILABLE FOR VISUAL INSPECTION.
2. CONCRETE TILE BACKER ON ALL SHOWER AND TUB WALLS.

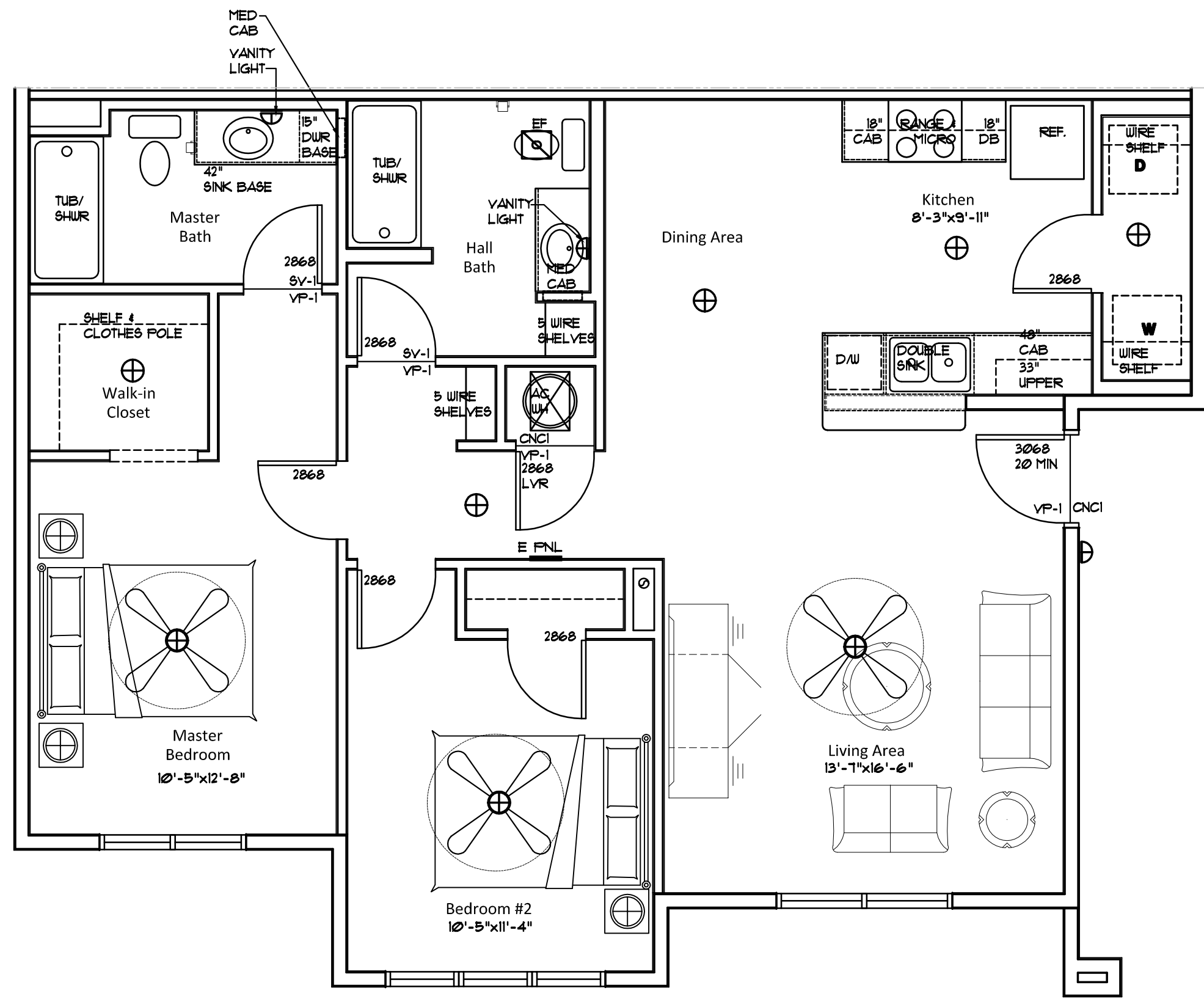
ALL UNITS TO BE WIRED FOR HIGH SPEED INTERNET. CONTRACTOR SHALL FIELD COORDINATE INTERNET CONNECTION LOCATION

Symbols Legend

- UL U326 - RATED CHASE - 6" STUD 1 HR
- LOAD BEARING 2X4 W/ 6" STUD INTERIOR WALL (6" AT BACK TO BACK PLUMBING WALL) SPACING AS SCHEDULED IN STRICT DWGS REFER TO WALL TYPE ENLARGEMENT FOR DETAIL
- INTERIOR NONBEARING 2X4" WOOD STUD PARTITION (6" AT BACK TO BACK PLUMBING WALL) REFER TO WALL TYPE ENLARGEMENT FOR DETAIL
- DOOR TAG REFER TO SHEET A01 FOR PARTITION TYPES 4 A04 FOR DOOR 4 WINDOW SCHEDULE AS WELL AS FLORIDA PRODUCT APPROVAL / MIAMI DADE NOA SCHEDULE AND RELATED MOUNTING / FASTENING INFORMATION
- WINDOW TAG
- PARTITION TYPE TYPICAL INTERIOR WALL TYPE IS "C" UNLESS OTHERWISE NOTED
- FIRE EXTINGUISHER - SEE FIRE DEPT NOTES SHEET G02
- FIRE ALARM FULL STATION
- FIRE ALARM HORN
- FIRE ALARM HORN 4 STROBE
- SMOKE DETECTOR

REFER TO SHEET G02 FOR DEFINED PROJECT SCOPE AND ADDITIONAL PERTINENT INFORMATION 4/OR SPECIFICATIONS

APPLIANCES NOTED AS "ADA" HAVE ALL CONTROLS TOWARD FRONT OR DESIGNED SPECIFICALLY FOR ACCESSIBILITY



A 3rd Floor 2BR Unit Plan
SCALE: 1/4" = 1'-0"

1,074 SF INTERIOR A/C SPACE (GROSS)
945 SF NET

REFER TO LOCATIONS ON SITE PLAN AND BUILDING PLANS

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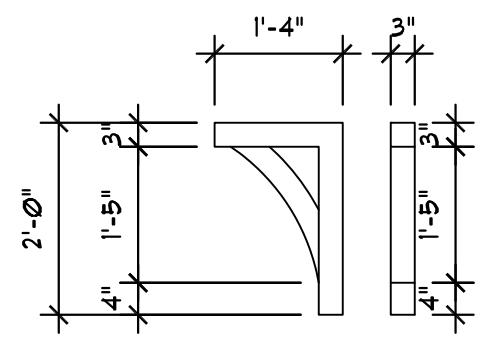
Detroit Street
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Proposed Typical Unit Plans

Revision:	
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STATE OF FLORIDA
MICHAEL ARRIGO
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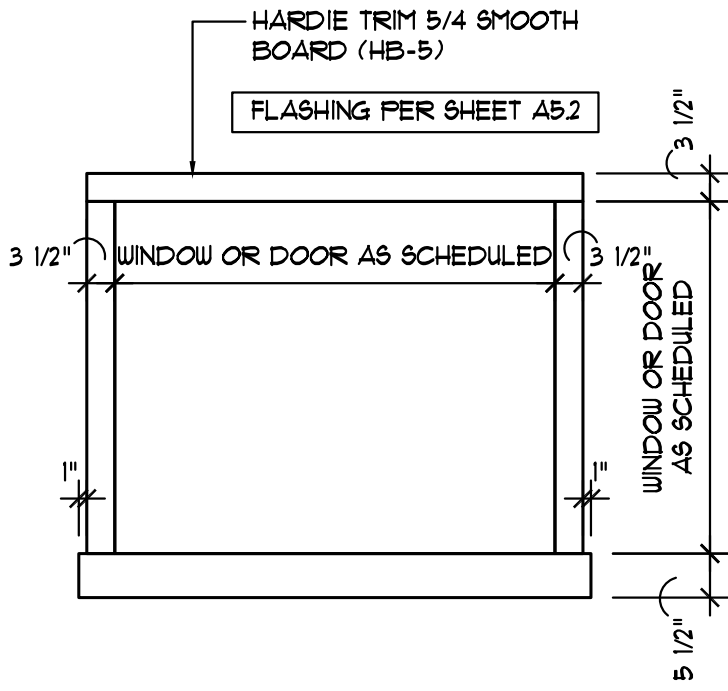
a2.3



DECORATIVE CORBEL

SCALE: NOT TO SCALE

2
a3.1



WINDOW TRIM

SCALE: NOT TO SCALE

1
a3.1

SYMBOLS LEGEND

- HB-1 HARDIE SHINGLE SIDING - (COLOR TBD)
- HB-2 HARDIE LAP SIDING (COLOR TBD)
- HB-3 HARDIE BOARD & BATTEN SIDING - 12" SPACING (COLOR TBD)
- HB-4 HARDIE PANEL SIDING (COLOR TBD)
- HB-5 HARDIE TRIM 5/4 SMOOTH BOARD - WHITE
- HS-1 HARDIE SOFFIT AT EAVES
- F-1 PAINT - SHERWIN WILLIAMS 6258 TRICORN BLACK (RAILINGS)
- AS-1 GAF ASPHALT SHINGLES (COLOR TBD)
- MT-1 ENGLERT - STANDING SEAM METAL PANEL ROOF CLEAR ANODIZED ALUMINUM FINISH

TYPICAL EMERGENCY ESCAPE WINDOW:
 MAXIMUM RILL HEIGHT FROM FLOOR: 44"
 MINIMUM CLEAR OPENING HEIGHT: 24"
 MINIMUM CLEAR OPENING WIDTH: 20"
 MINIMUM CLEAR OPENING AREA: 5.7 SQ. FT.
 GROUND FLOOR CLEAR OPENING: 5.0 SQ. FT.



1 FRONT / REAR VIEW

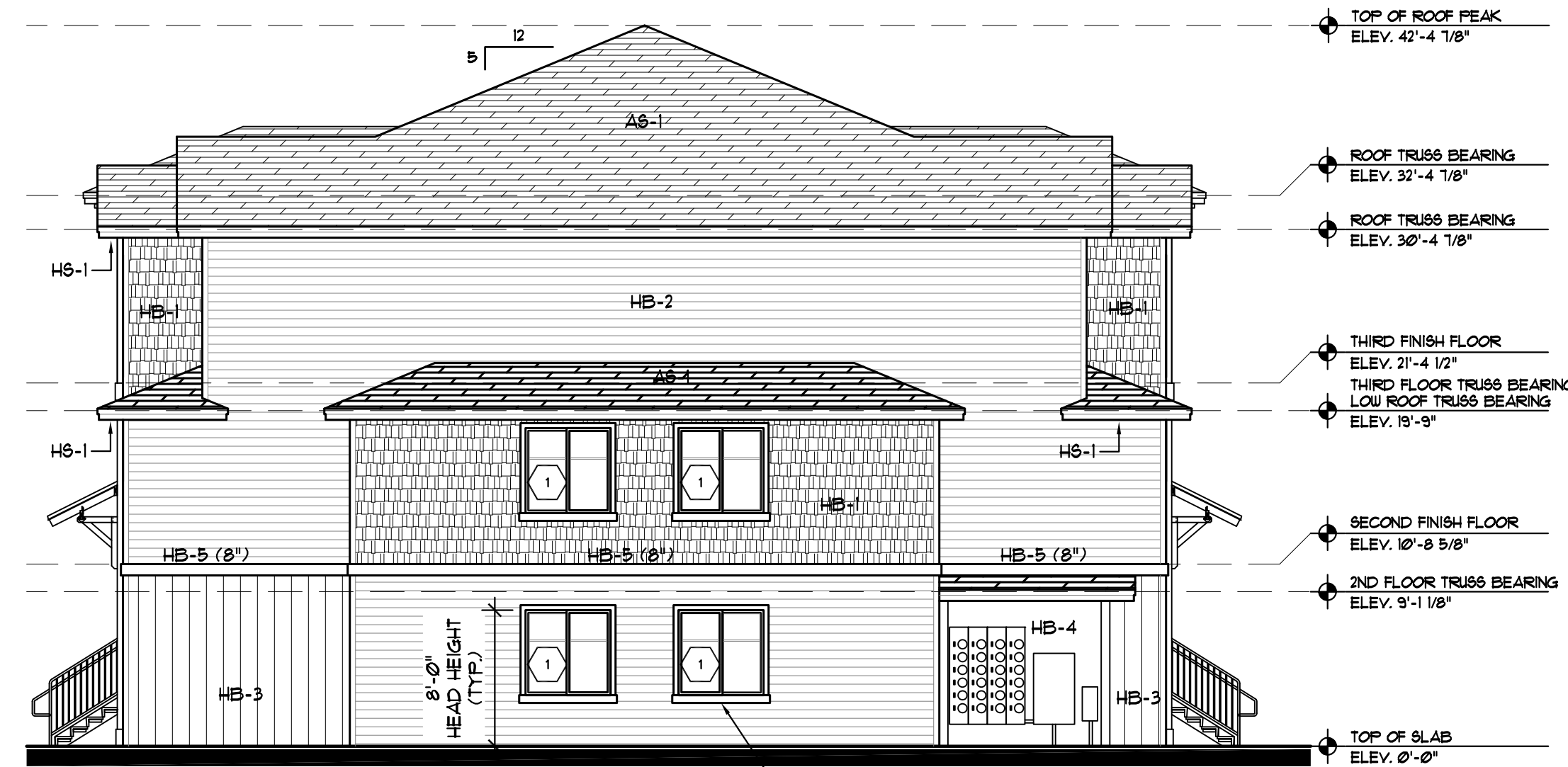
SCALE: 3/32" = 1'-0"

IMPACT RESISTANT GLAZING
AT ALL NEW DOORS AND WINDOWS.



3 SIDE VIEW

SCALE: 1/8" = 1'-0"



2 SIDE VIEW

SCALE: 1/8" = 1'-0"

IMPACT RESISTANT GLAZING
AT ALL NEW DOORS AND WINDOWS.

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 www.architectonicsstudio.com

Detroit Street
Proposed Multi-Family
Housing Community
 Lake Worth Beach, Florida

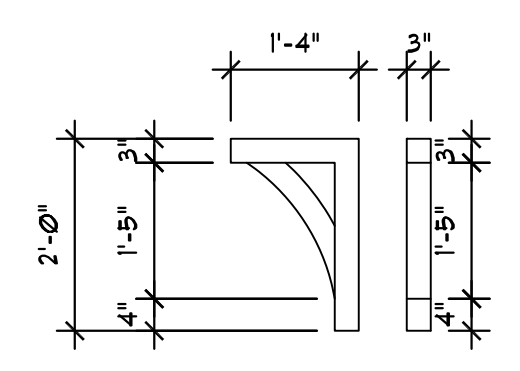
Building "A" Elevations

Revisions:	
Project No.	2021-027C
Date:	August 6, 2021

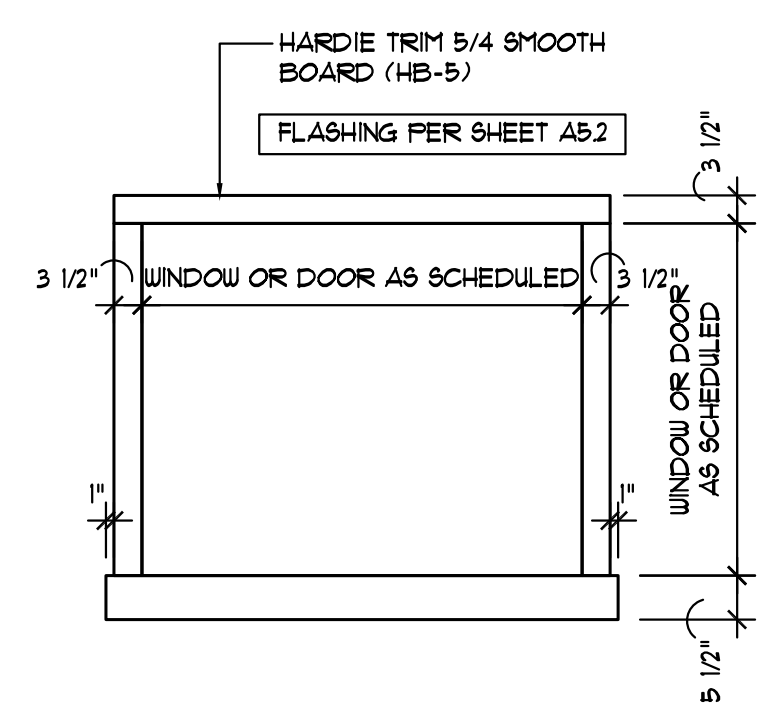


a3.1a

DECORATIVE CORBEL 2
SCALE: NOT TO SCALE a3.1



WINDOW TRIM 1
SCALE: NOT TO SCALE a3.1



PROPOSED COLORS

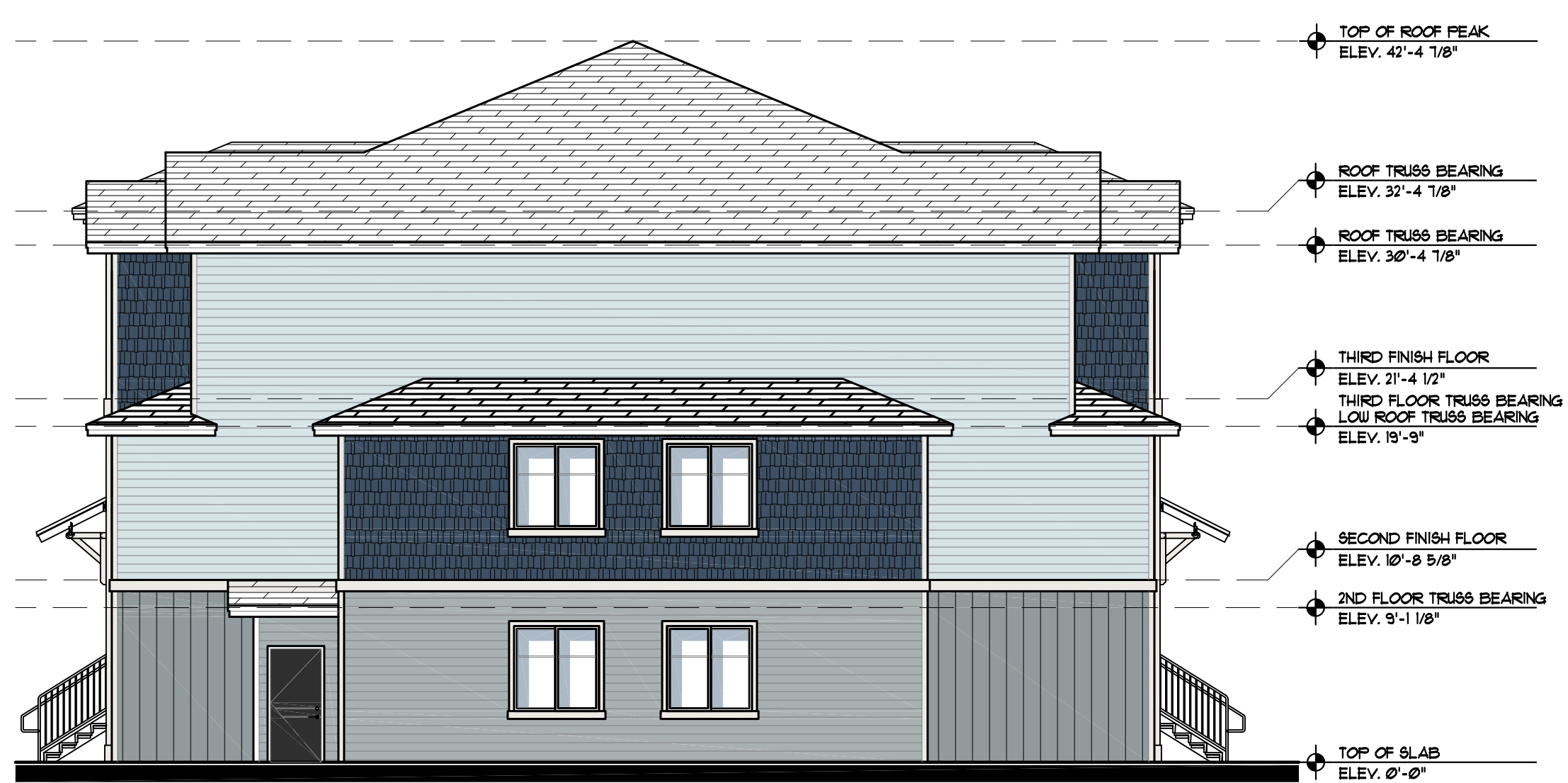
P-1	P-1 PAINT - SHERWIN WILLIAMS 6198 ICEBERG
P-2	P-2 PAINT - SHERWIN WILLIAMS 1602 INDIGO BATAK
P-3	P-3 PAINT - SHERWIN WILLIAMS 6234 UNCERTAIN GRAY
P-4	P-4 PAINT - SHERWIN WILLIAMS 9143 CADET
P-5	P-5 PAINT - SHERWIN WILLIAMS 6258 TRICORN BLACK (RAILINGS)
P-6	P-6 PAINT - SHERWIN WILLIAMS 1004 SNOWBOUND (TRIM)

MATERIALS LEGEND

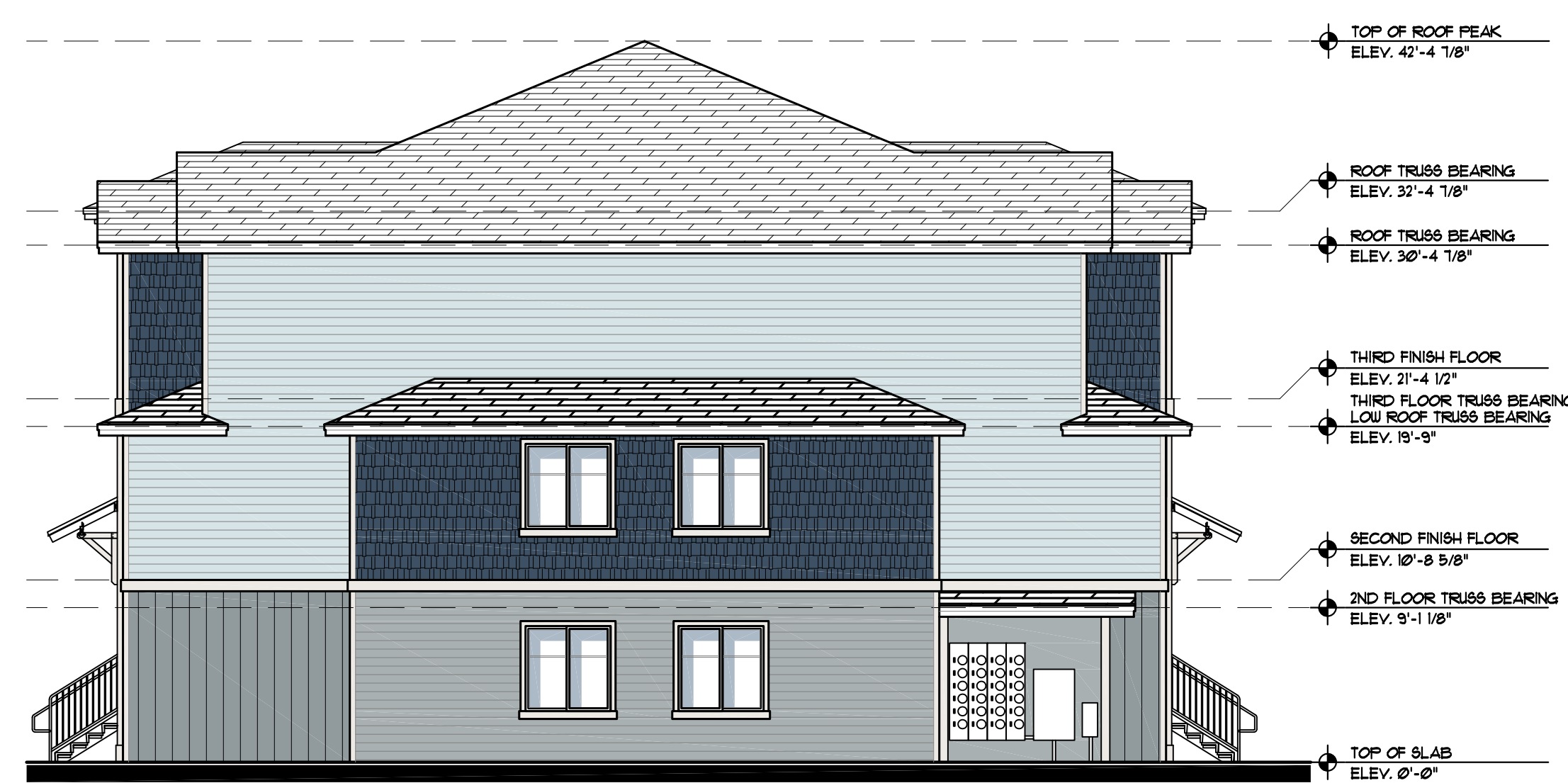
HB-1	HB-1 HARDIE SHINGLE SIDING - (COLOR TBD)
HB-2	HB-2 HARDIE LAP SIDING (COLOR TBD)
HB-3	HB-3 HARDIE BOARD & BATTEN SIDING - 12" SPACING (COLOR TBD)
HB-4	HB-4 HARDIE PANEL SIDING (COLOR TBD)
HB-5	HB-5 HARDIE TRIM 5/4 SMOOTH BOARD - WHITE
HB-1	HB-1 HARDIE SOFFIT AT EAVES
A5-1	A5-1 GAF ASPHALT SHINGLES (COLOR TBD)
MT-1	MT-1 ENGLERT - STANDING SEAM METAL PANEL ROOF CLEAR ANODIZED ALUMINUM FINISH



1 FRONT / REAR VIEW
SCALE: 3/32" = 1'-0"



3 SIDE VIEW
SCALE: 1/8" = 1'-0"



2 SIDE VIEW
SCALE: 1/8" = 1'-0"

IMPACT RESISTANT GLAZING AT ALL NEW DOORS AND WINDOWS.

TYPICAL EMERGENCY ESCAPE WINDOW:
 MAXIMUM SILL HEIGHT FROM FLOOR: 44"
 MINIMUM CLEAR OPENING HEIGHT: 24"
 MINIMUM CLEAR OPENING WIDTH: 20"
 MINIMUM CLEAR OPENING AREA: 5.7 SQ. FT.
 GROUND FLOOR CLEAR OPENING: 5.0 SQ. FT.

IMPACT RESISTANT GLAZING AT ALL NEW DOORS AND WINDOWS.

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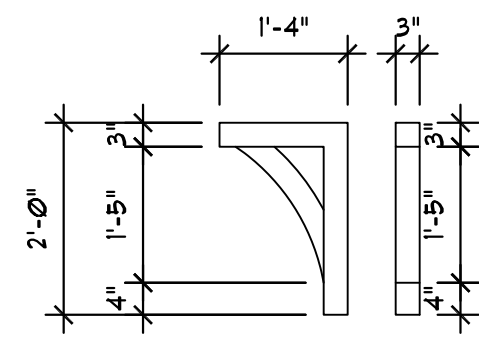
Detroit Street
 Proposed Multi-Family
 Housing Community
 Lake Worth Beach, Florida

Building "A" Elevations

Project No. 2021-027C
 Date: August 6, 2021

STATE OF FLORIDA
 MICHAEL ARRIGO
 ARCHITECT
 AR-0017335
 MICHAEL ARRIGO
 LIC. NO. AR2017335

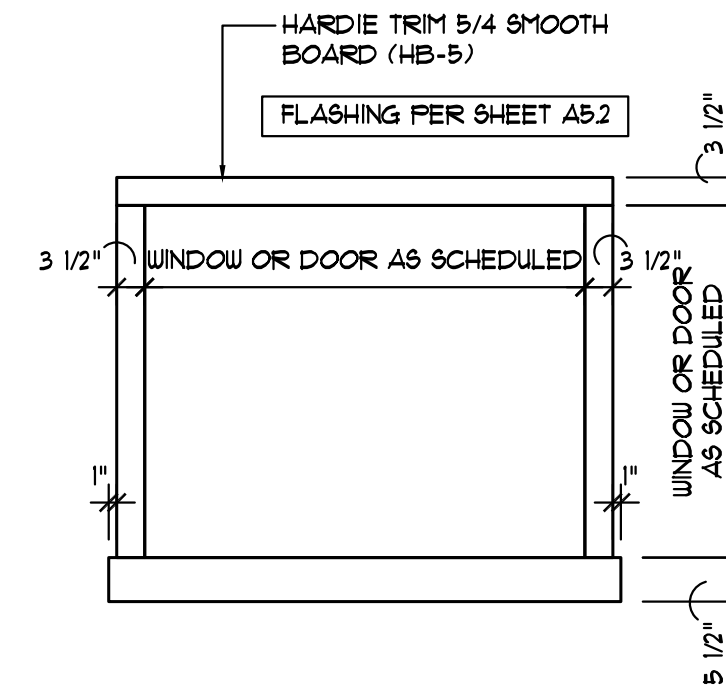
a3.1b



DECORATIVE CORBEL

SCALE: NOT TO SCALE

2
a3.1



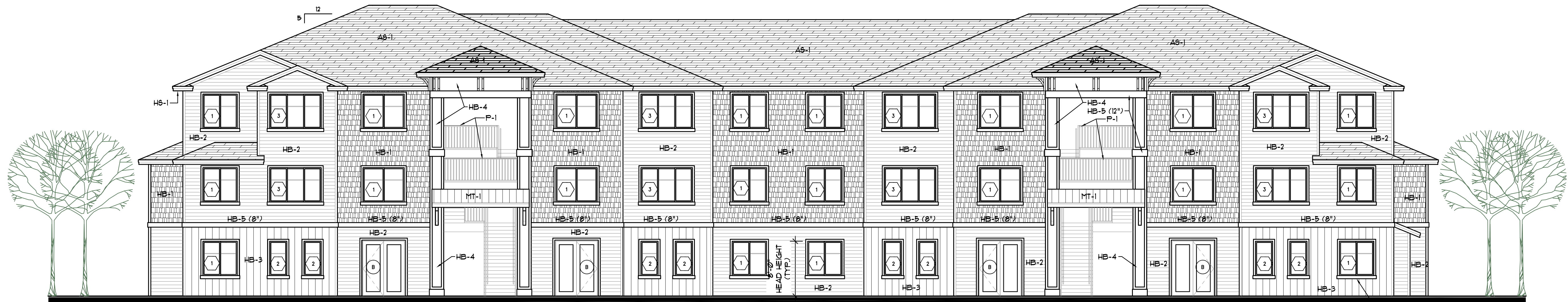
WINDOW TRIM

SCALE: NOT TO SCALE

1
a3.1

MATERIALS LEGEND

- HB-1 HARDIE SHINGLE SIDING - (COLOR TBD)
- HB-2 HARDIE LAP SIDING (COLOR TBD)
- HB-3 HARDIE BOARD & BATTEN SIDING - 12" SPACING (COLOR TBD)
- HB-4 HARDIE PANEL SIDING (COLOR TBD)
- HB-5 HARDIE TRIM 5/4 SMOOTH BOARD - WHITE
- HS-1 HARDIE SOFFIT AT EAVES
- P-1 PAINT - SHERWIN WILLIAMS 6258 TRICORN BLACK (RAILINGS)
- AS-1 GAF ASPHALT SHINGLES (COLOR TBD)
- MT-1 ENGLERT - STANDING BEAM METAL PANEL ROOF CLEAR ANODIZED ALUMINUM FINISH



1 FRONT / REAR VIEW

SCALE: 1/8" = 1'-0"

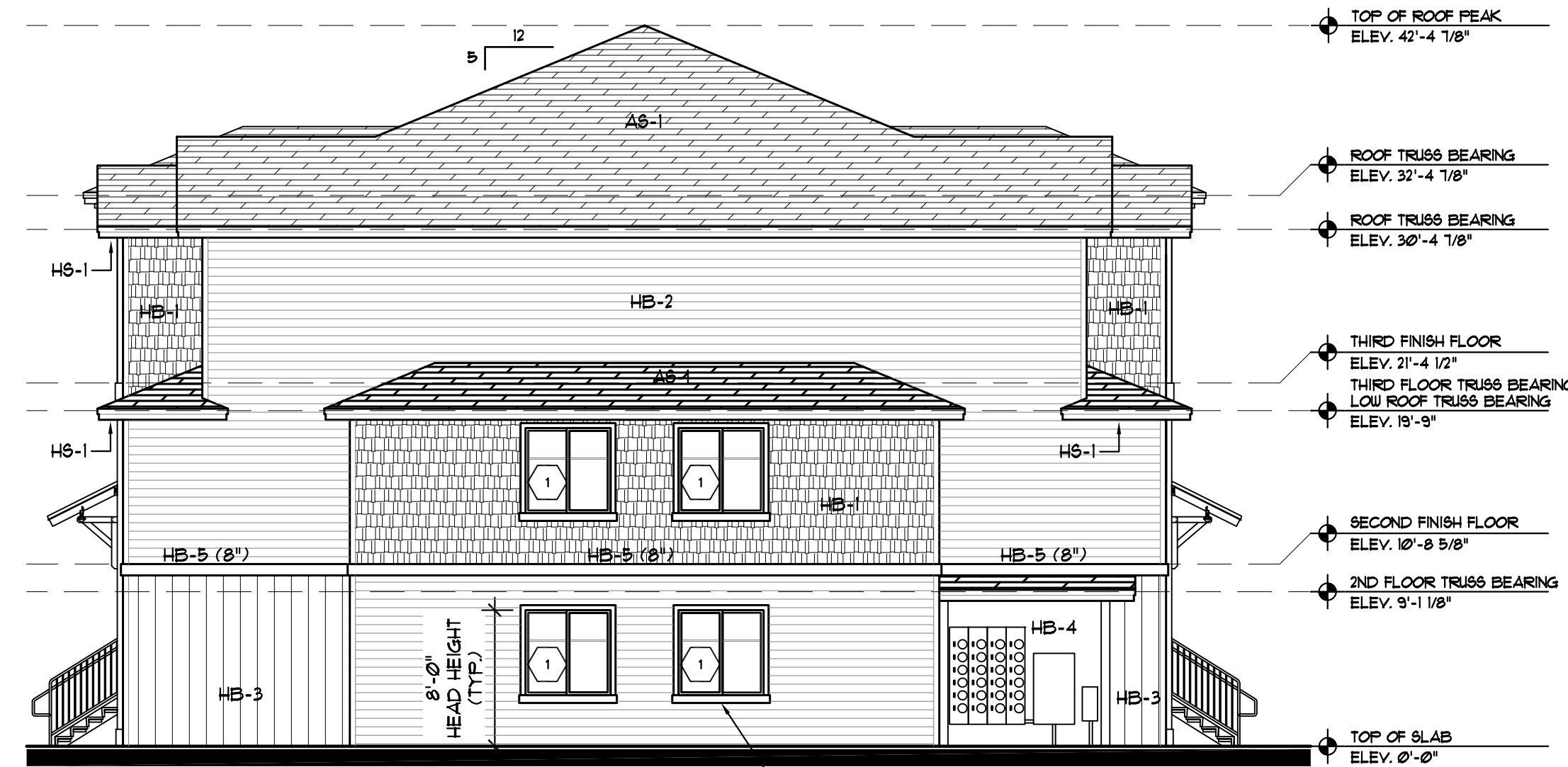
IMPACT RESISTANT GLAZING AT ALL NEW DOORS AND WINDOWS.

TYPICAL EMERGENCY ESCAPE WINDOW:
 MAXIMUM SILL HEIGHT FROM FLOOR: 44"
 MINIMUM CLEAR OPENING HEIGHT: 24"
 MINIMUM CLEAR OPENING WIDTH: 20"
 MINIMUM CLEAR OPENING AREA: 5.7 SQ. FT.
 GROUND FLOOR CLEAR OPENING: 5.0 SQ. FT.



3 SIDE VIEW

SCALE: 1/8" = 1'-0"



2 SIDE VIEW

SCALE: 1/8" = 1'-0"

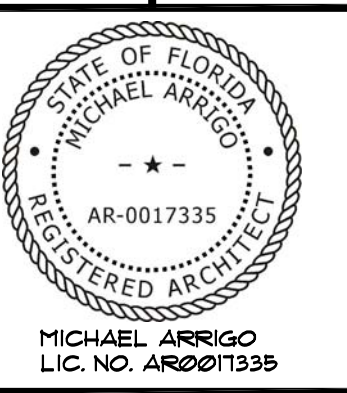
IMPACT RESISTANT GLAZING AT ALL NEW DOORS AND WINDOWS.

Detroit Street
Proposed Multi-Family
Housing Community
 Lake Worth Beach, Florida

Building "B" Elevations

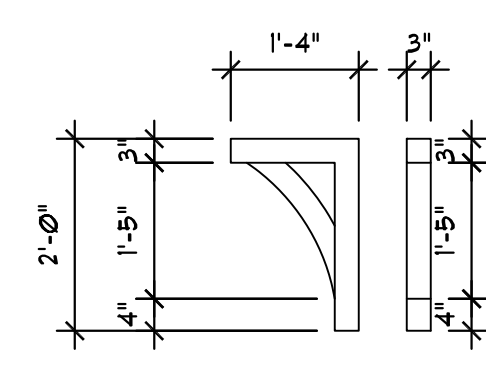
Revisions:

Project No.
2021-027C
Date:
August 6, 2021

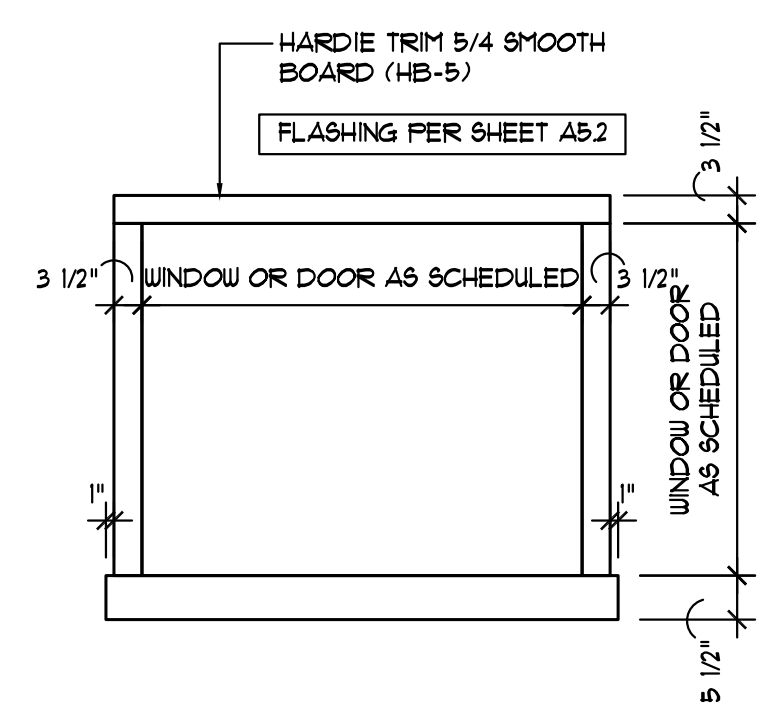


a3.2a

DECORATIVE CORBEL 2
SCALE: NOT TO SCALE a3.1



WINDOW TRIM 1
SCALE: NOT TO SCALE a3.1



PROPOSED COLORS

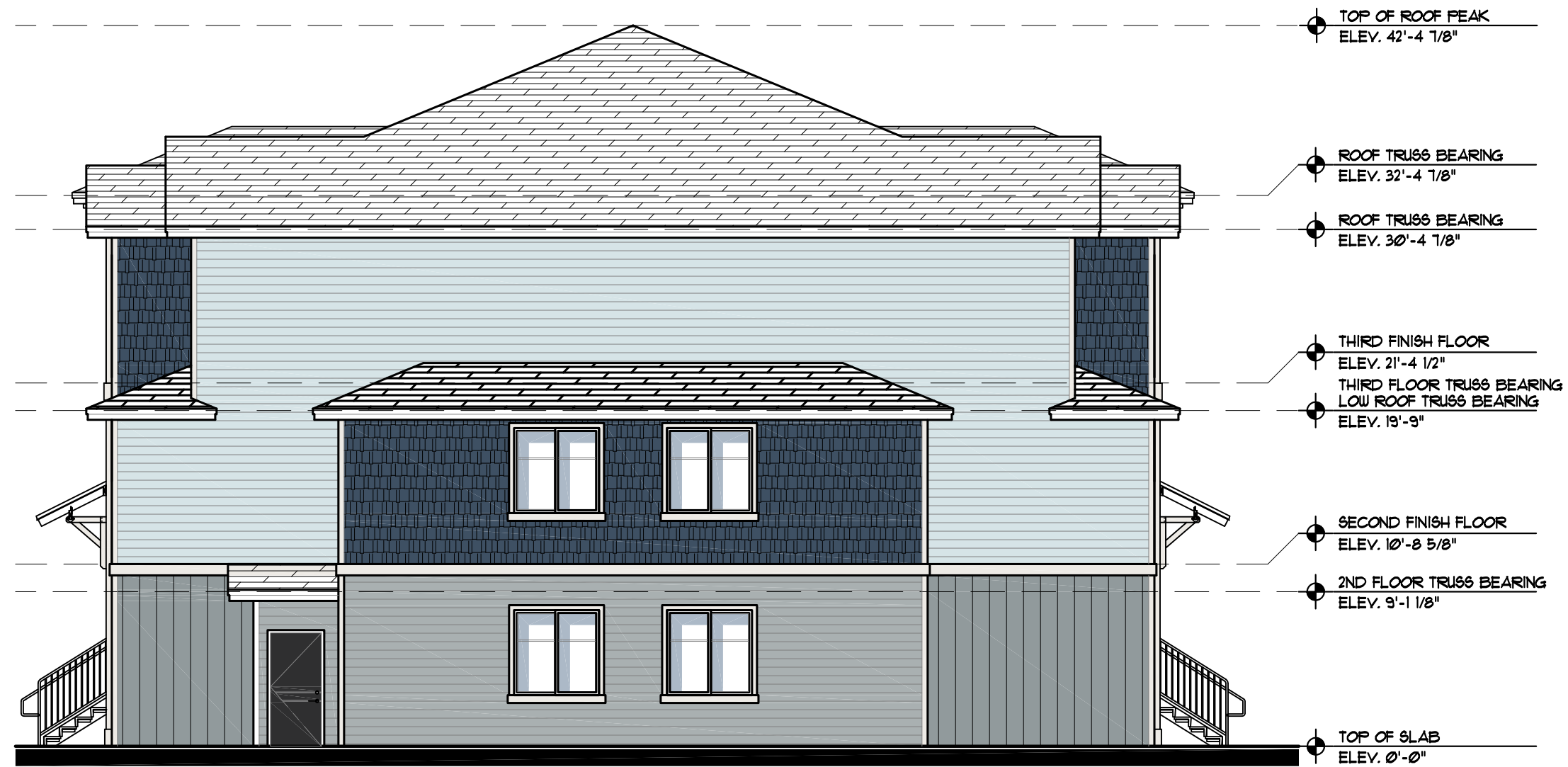
P-1	P-1 PAINT - SHERWIN WILLIAMS 6198 ICEBERG
P-2	P-2 PAINT - SHERWIN WILLIAMS 1602 INDIGO BARK
P-3	P-3 PAINT - SHERWIN WILLIAMS 6234 UNCERTAIN GRAY
P-4	P-4 PAINT - SHERWIN WILLIAMS 9143 CADET
P-5	P-5 PAINT - SHERWIN WILLIAMS 6258 TRICORN BLACK (RAILINGS)
P-6	P-6 PAINT - SHERWIN WILLIAMS 1004 SNOWBOUND (TRIM)

MATERIALS LEGEND

HB-1	HB-1 HARDIE SHINGLE SIDING - (COLOR TBD)
HB-2	HB-2 HARDIE LAP SIDING (COLOR TBD)
HB-3	HB-3 HARDIE BOARD & BATTEN SIDING - 12" SPACING (COLOR TBD)
HB-4	HB-4 HARDIE PANEL SIDING (COLOR TBD)
HB-5	HB-5 HARDIE TRIM 5/4 SMOOTH BOARD - WHITE
HB-1	HB-1 HARDIE SOFFIT AT EAVES
A5-1	A5-1 GAF ASPHALT SHINGLES (COLOR TBD)
MT-1	MT-1 ENGLERT - STANDING SEAM METAL PANEL ROOF CLEAR ANODIZED ALUMINUM FINISH



1 FRONT / REAR VIEW
SCALE: 1/8" = 1'-0"



3 SIDE VIEW
SCALE: 1/8" = 1'-0"



2 SIDE VIEW
SCALE: 1/8" = 1'-0"

IMPACT RESISTANT GLAZING AT ALL NEW DOORS AND WINDOWS.

TYPICAL EMERGENCY ESCAPE WINDOW:
 MAXIMUM SILL HEIGHT FROM FLOOR: 44"
 MINIMUM CLEAR OPENING HEIGHT: 24"
 MINIMUM CLEAR OPENING WIDTH: 20"
 MINIMUM CLEAR OPENING AREA: 5.7 SQ. FT.
 GROUND FLOOR CLEAR OPENING: 5.0 SQ. FT.

IMPACT RESISTANT GLAZING AT ALL NEW DOORS AND WINDOWS.

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







Building "B" Elevations

Project No. 2021-027C
 Date: August 6, 2021

STATE OF FLORIDA
 MICHAEL ARRIGO
 ARCHITECT
 AR-0017335
 MICHAEL ARRIGO
 LIC. NO. AR2017335

a3.2b

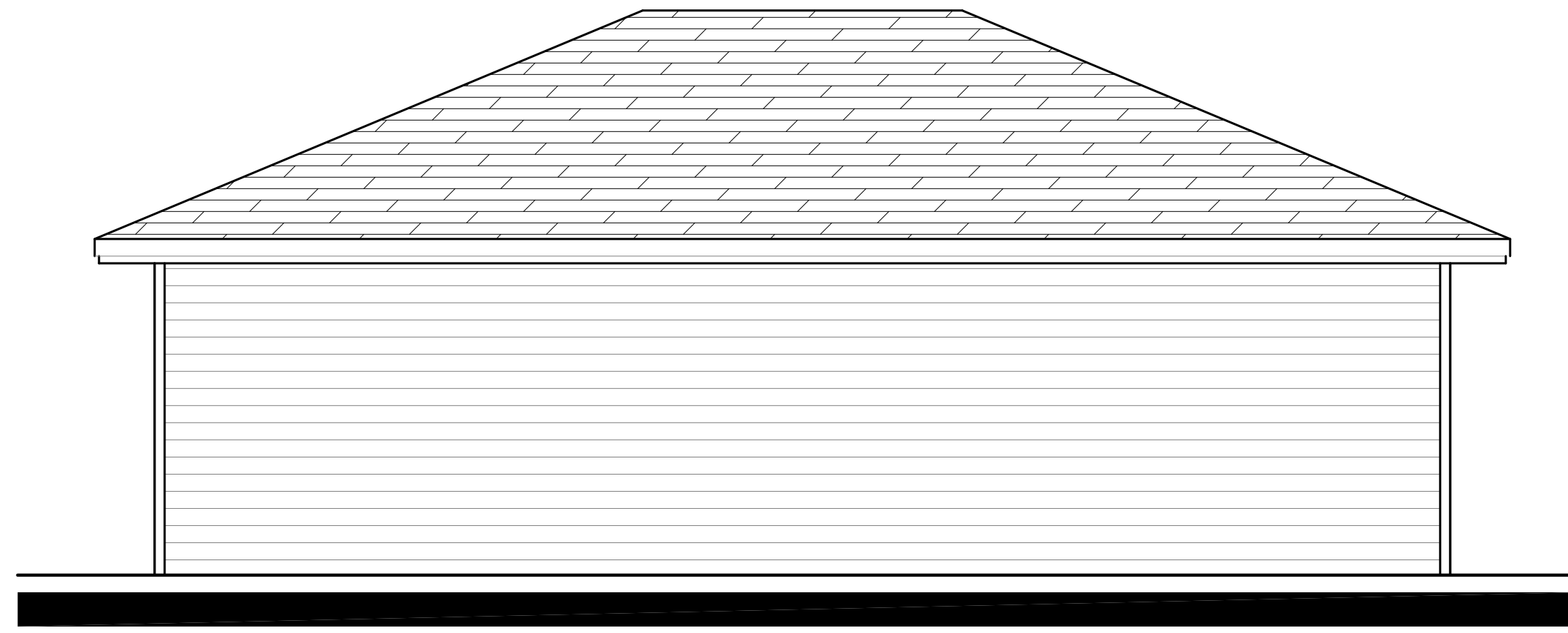
MATERIALS LEGEND

-  HB-1 HARDIE SHINGLE SIDING - (COLOR TBD)
-  HB-2 HARDIE LAP SIDING (COLOR TBD)
-  HB-3 HARDIE BOARD & BATTEN SIDING - 12" SPACING (COLOR TBD)
-  HB-4 HARDIE PANEL SIDING (COLOR TBD)
-  HB-5 HARDIE TRIM 5/4 SMOOTH BOARD - WHITE
-  HS-1 HARDIE SOFFIT AT EAVES
-  AS-1 GAF ASPHALT SHINGLES (COLOR TBD)
-  MT-1 ENGLERT - STANDING SEAM METAL PANEL ROOF CLEAR ANODIZED ALUMINUM FINISH



A FRONT ELEVATION

SCALE: 1/4" = 1'-0"



B REAR ELEVATION

SCALE: 1/4" = 1'-0"



C LEFT SIDE ELEVATION

SCALE: 1/4" = 1'-0"



D RIGHT SIDE ELEVATION

SCALE: 1/4" = 1'-0"



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Detroit Street
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 Lake Worth Beach, Florida

Clubhouse Elevations

Revisions

Project No.
2021-027C
 Date
August 6, 2021



MICHAEL ARRIGO
 LIC. NO. AR0017335

a3.3a



A FRONT ELEVATION

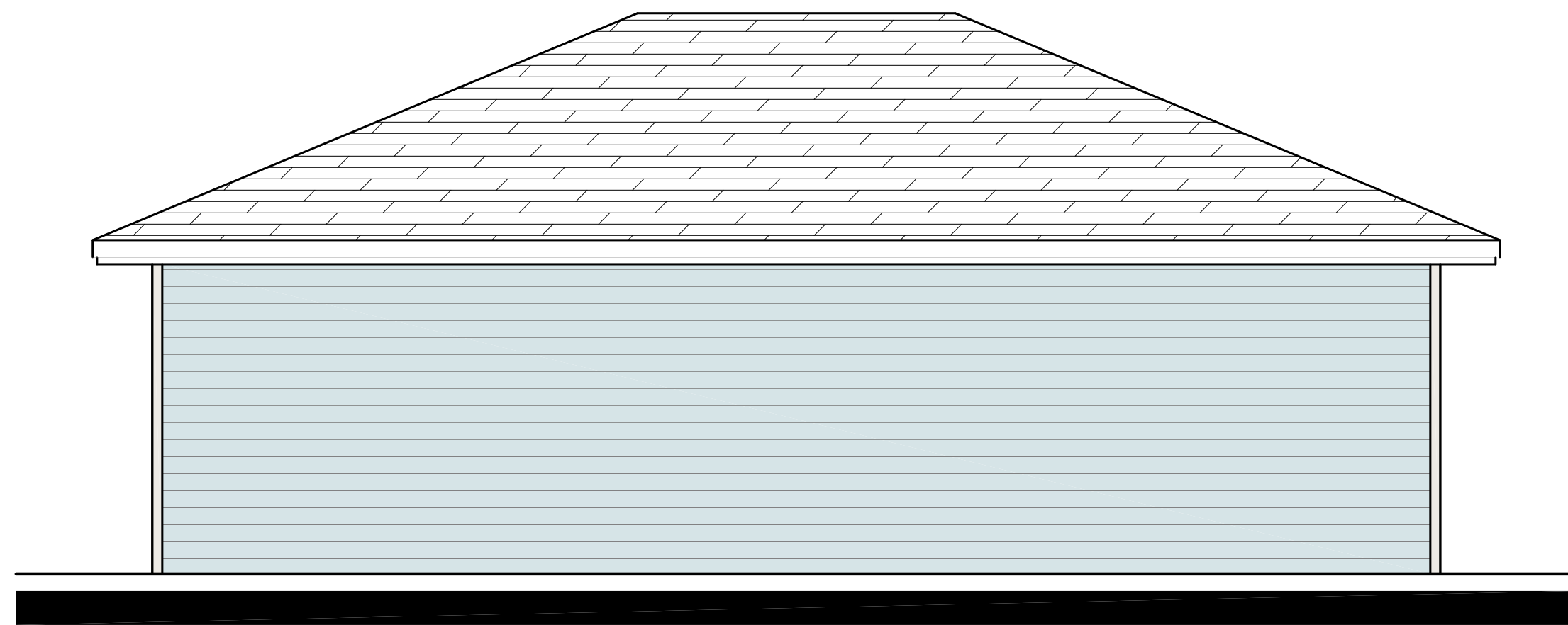
SCALE: 1/4" = 1'-0"

PROPOSED COLORS

- P-1 PAINT - SHERWIN WILLIAMS 6198 ICEBERG
- P-2 PAINT - SHERWIN WILLIAMS 1602 INDIGO BAIK
- P-3 PAINT - SHERWIN WILLIAMS 6234 UNCERTAIN GRAY
- P-4 PAINT - SHERWIN WILLIAMS 9143 CADET
- P-5 PAINT - SHERWIN WILLIAMS 6258 TRICORN BLACK (RAILINGS)
- P-6 PAINT - SHERWIN WILLIAMS 1004 SNOWBOUND (TRIM)

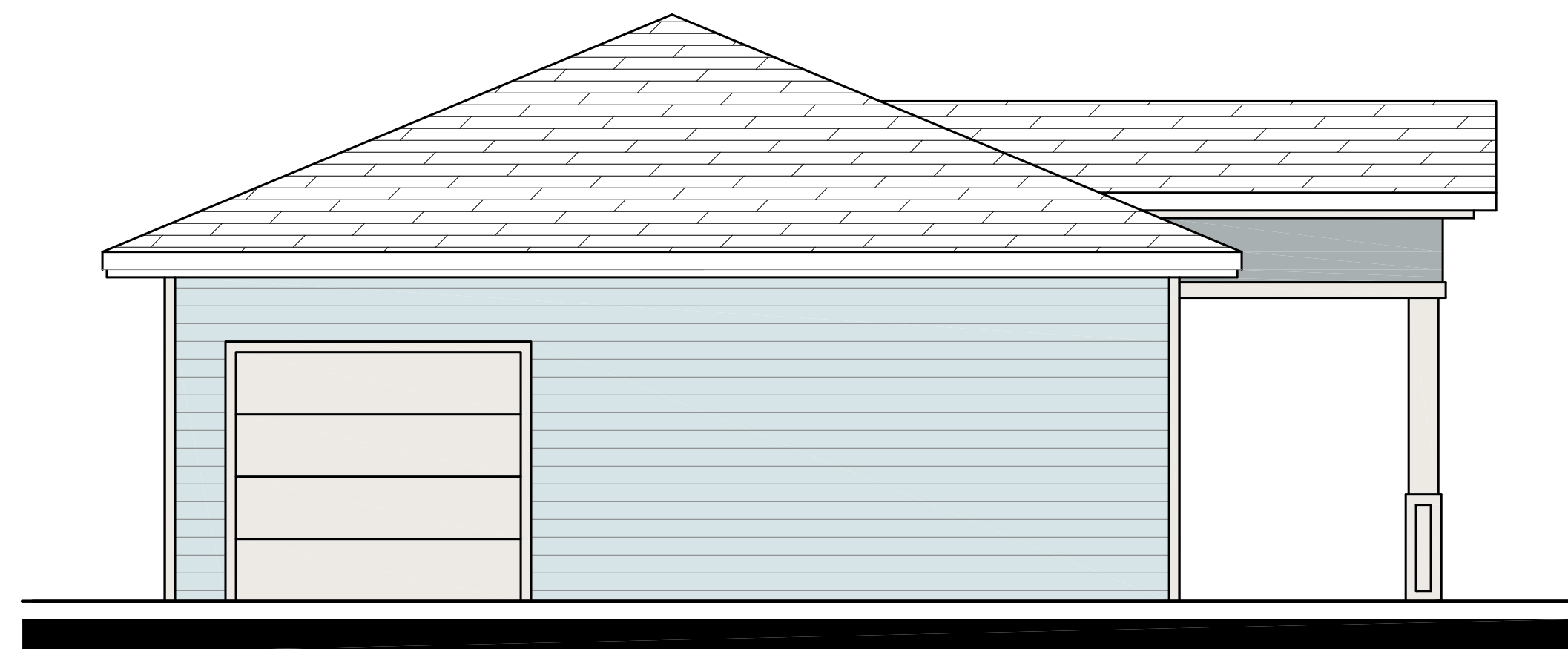
MATERIALS LEGEND

- HB-1 HARDIE SHINGLE SIDING - (COLOR TBD)
- HB-2 HARDIE LAP SIDING (COLOR TBD)
- HB-3 HARDIE BOARD & BATTEN SIDING - 12" SPACING (COLOR TBD)
- HB-4 HARDIE PANEL SIDING (COLOR TBD)
- HB-5 HARDIE TRIM 5/4 SMOOTH BOARD - WHITE
- HS-1 HARDIE SOFFIT AT EAVES
- AS-1 GAF ASPHALT SHINGLES (COLOR TBD)
- MT-1 ENGLERT - STANDING SEAM METAL PANEL ROOF CLEAR ANODIZED ALUMINUM FINISH



B REAR ELEVATION

SCALE: 1/4" = 1'-0"



C LEFT SIDE ELEVATION

SCALE: 1/4" = 1'-0"



D RIGHT SIDE ELEVATION

SCALE: 1/4" = 1'-0"

Revisions

Project No.
2021-027C
Date
August 6, 2021



MICHAEL ARRIGO
 L.I.C. NO. AR0017335





General Notes & Scope

TYPICAL DRAWING NOTES

1. THE SCOPE OF WORK IS NEW CONSTRUCTION INVOLVING (2) 3 STORY RESIDENTIAL DWELLINGS. CONSTRUCTION IS INTENDED TO MAKE UNIT FULLY COMPLIANT WITH ADA AND FHA REQUIREMENTS.
2. SCHEDULED ITEMS WITHIN THESE DOCUMENTS MAY BE SUBSTITUTED PROVIDED THE GC PROVIDES EQUIVALENT FLORIDA PRODUCT APPROVALS OR PERFORMANCE DATA TO LOCAL AUTHORITY HAVING JURISDICTION FOR REVIEW.
3. FOR GENERAL PROPERTY WIDE CONDITIONS REFER TO SITE PLAN SHEET FOR DESCRIPTION OF WORK (SP1).
4. FOR BUILDING TYPE CONDITIONS REFER TO SHEETS A1 SERIES FOR DESCRIPTION OF WORK.
5. FOR INDIVIDUAL UNIT CONDITIONS REFER TO SHEETS A2.1-A2.2 FOR DESCRIPTION OF WORK.

Symbols Legend

- UL 4376 - TENANT SEPARATION - STUD 1 HR
- UL 4356 - EXTERIOR BEARING / BREEZEWAY - STUD 1 HR
- SURFACE MOUNTED FLUOR EXTERIOR LIGHTING (EMERGENCY BALLAST)
- ⇨ EMERGENCY WALL PACK
- ⊙ SMOKE DETECTOR
- ⊗ EXIT SIGNAGE
- ⊕ FIRE EXTINGUISHER - SEE FIRE DEPT NOTES SHEET G02
- ⊙ 20 MIN RATED ENTRY DOOR W/ CLOSER
- ⊕ FIRE ALARM PULL STATION
- ⊕ FIRE ALARM HORN
- ⊕ FIRE ALARM HORN 4 STROBE

AREA BREAKDOWN:

RESIDENTIAL BUILDING GROSS 1st FLOOR AREA:	11,251 SQ. FT.
RESIDENTIAL BUILDING GROSS 2nd FLOOR AREA:	10,981 SQ. FT.
RESIDENTIAL BUILDING GROSS 3rd FLOOR AREA:	10,438 SQ. FT.
	32,671 SQ. FT.

OCCUPANT LOAD

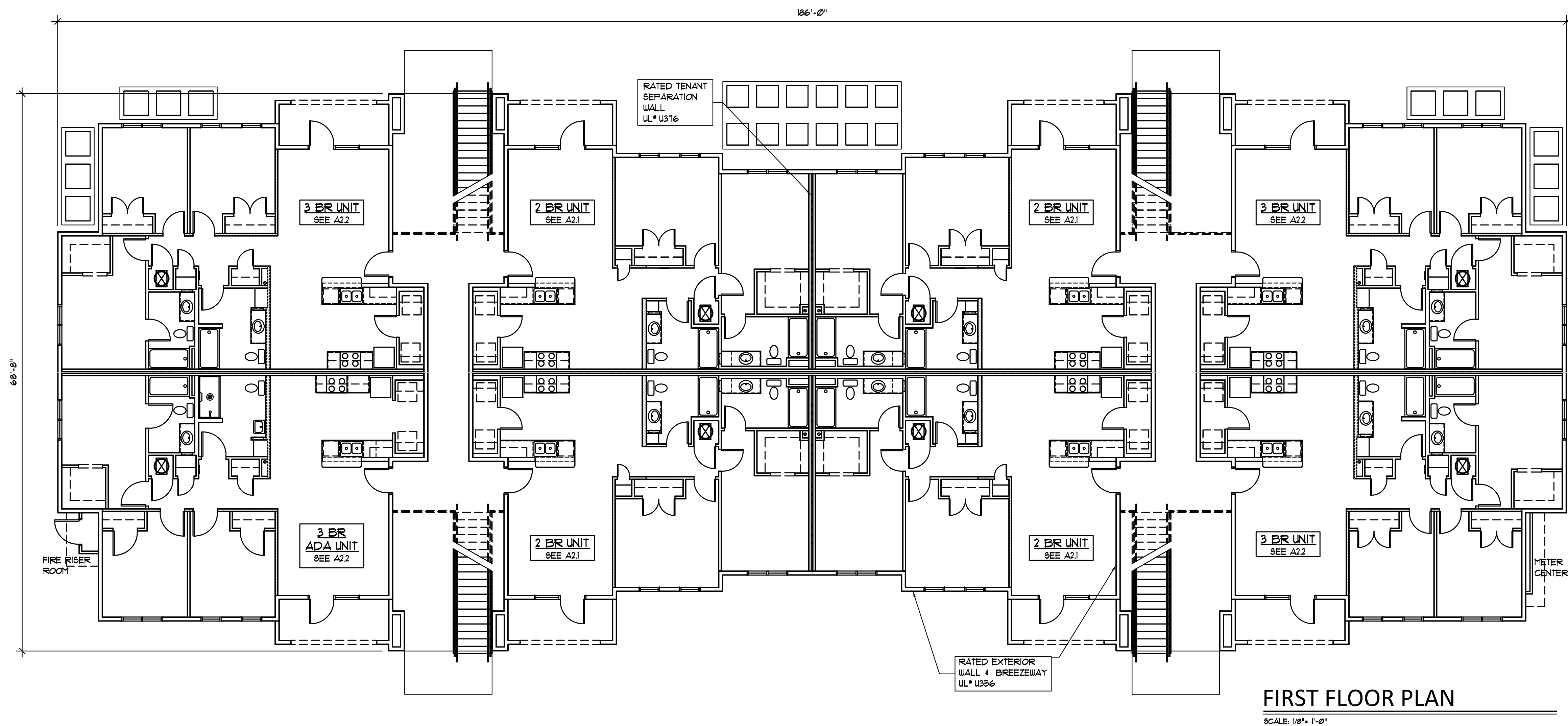
SPACE	CALC.	PEOPLE
RESIDENTIAL	32,671 / 200	164

OCCUPANT LOAD:

- OCCUPANCY LOAD: 55 PEOPLE PER FLOOR
- EGRESS REQUIRED PER FLOOR = 2 x 55 = 110 INCHES
- EGRESS PROVIDED = 224 INCHES (4 TOTAL EXITS)
- MINIMUM CLEAR OPENING OF EXIT DOORS = 32"
- MINIMUM CLEAR WIDTH OF CORRIDORS = 44"
- MAXIMUM TRAVEL DISTANCE TO EXIT REQUIRED = 250'
- MAXIMUM TRAVEL DISTANCE TO EXIT PROVIDED = 17-130'-0" (FROM THIRD FLOOR)

REFER TO SHEET A81 FOR STAIR PLANS AND ADA RAILING DETAILS

DRAFTSTOPPING SHALL BE PROVIDED IN FLOOR/CEILING ASSEMBLY. LOCATE DRAFTSTOPPING ABOVE AND IN LINE WITH DWELLING UNIT SEPARATIONS

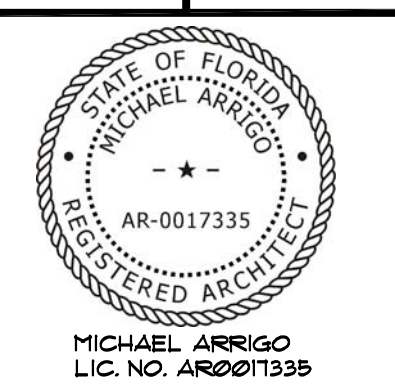


FIRST FLOOR PLAN

SCALE: 1/8" = 1'-0"

Revisions:

Project No.
2021-027C
Date:
August 6, 2021



General Notes & Scope

TYPICAL DRAWING NOTES

1. THE SCOPE OF WORK IS NEW CONSTRUCTION INVOLVING (2) 3 STORY RESIDENTIAL DWELLINGS. CONSTRUCTION IS INTENDED TO MAKE UNITS FULLY COMPLIANT WITH ADA AND FHA REQUIREMENTS.
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3. FOR GENERAL PROPERTY WIDE CONDITIONS REFER TO SITE PLAN SHEET FOR DESCRIPTION OF WORK (SP1).
4. FOR BUILDING TYPE CONDITIONS REFER TO SHEETS A1 SERIES FOR DESCRIPTION OF WORK.
5. FOR INDIVIDUAL UNIT CONDITIONS REFER TO SHEETS A2.1-A2.2 FOR DESCRIPTION OF WORK.

Symbols Legend

- UL #316 - TENANT SEPARATION - STUD 1 HR
- UL #356 - EXTERIOR BEARING / BREEZEWAY - STUD 1 HR
- SURFACE MOUNTED FLUOR EXTERIOR LIGHTING (EMERGENCY BALLAST)
- ⇨ EMERGENCY WALL PACK
- ⊙ SMOKE DETECTOR
- ⊗ EXIT SIGNAGE
- ⊕ FIRE EXTINGUISHER - SEE FIRE DEPT NOTES SHEET G02
- Ⓐ 20 MIN RATED ENTRY DOOR W/ CLOSER
- F FIRE ALARM PULL STATION
- F FIRE ALARM HORN
- F FIRE ALARM HORN & STROBE

AREA BREAKDOWN:

RESIDENTIAL BUILDING GROSS 1st FLOOR AREA:	11,251 SQ. FT.
RESIDENTIAL BUILDING GROSS 2nd FLOOR AREA:	12,981 SQ. FT.
RESIDENTIAL BUILDING GROSS 3rd FLOOR AREA:	12,438 SQ. FT.
	37,671 SQ. FT.

OCCUPANT LOAD

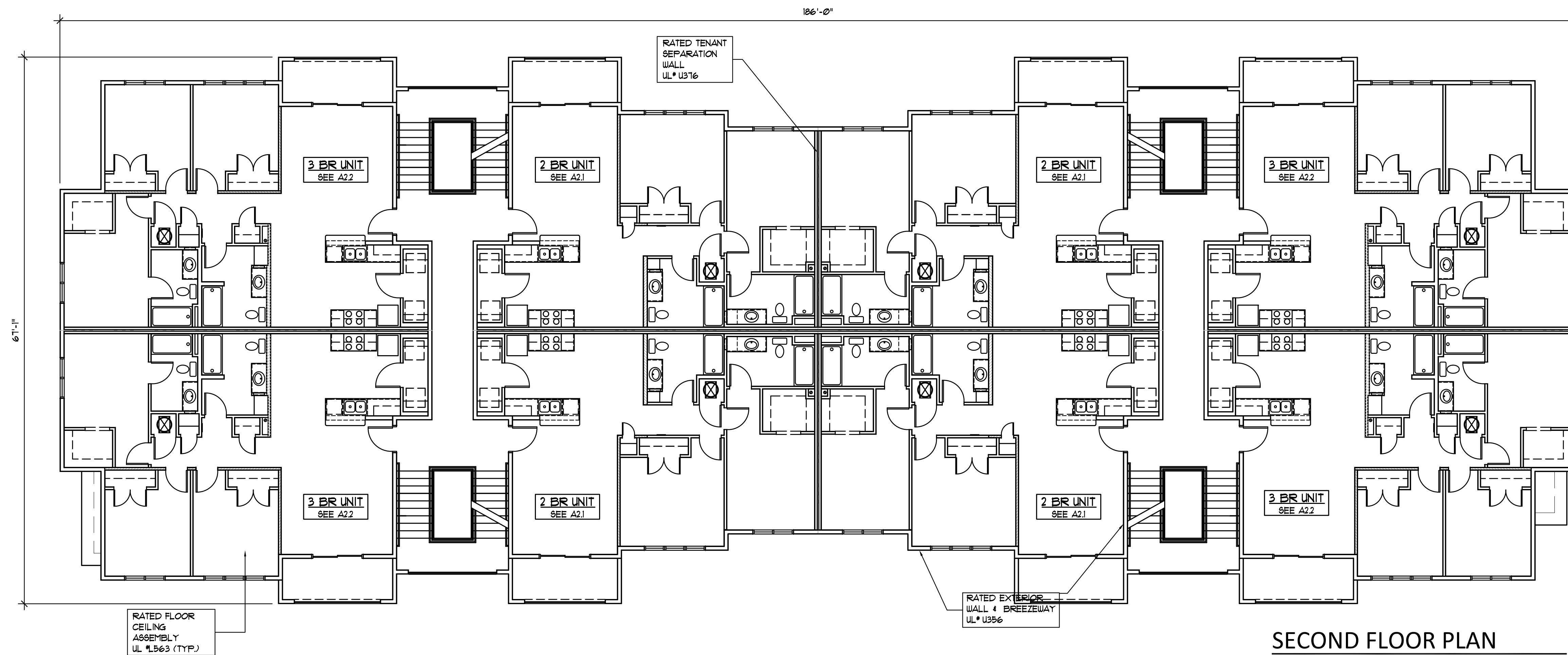
SPACE	CALC.	PEOPLE
RESIDENTIAL	37,671 / 200	164

OCCUPANT LOAD:

- OCCUPANCY LOAD: 55 PEOPLE PER FLOOR
- EGRESS REQUIRED PER FLOOR = 2 x 55 = 110 INCHES
- EGRESS PROVIDED = 224 INCHES (4 TOTAL EXITS)
- MINIMUM CLEAR OPENING OF EXIT DOORS = 32"
- MINIMUM CLEAR WIDTH OF CORRIDORS = 44"
- MAXIMUM TRAVEL DISTANCE TO EXIT REQUIRED = 250'
- MAXIMUM TRAVEL DISTANCE TO EXIT PROVIDED = 11'-130'-0" (FROM THIRD FLOOR)

REFER TO SHEET A81 FOR STAIR PLANS AND ADA RAILING DETAILS

DRAFTSTOPPING SHALL BE PROVIDED IN FLOOR/CEILING ASSEMBLY. LOCATE DRAFTSTOPPING ABOVE AND IN LINE WITH DWELLING UNIT SEPARATIONS

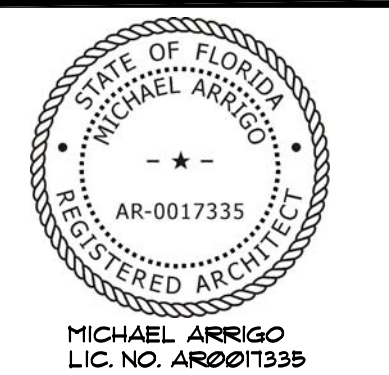


SECOND FLOOR PLAN

SCALE: 1/8" = 1'-0"

Revisions:

Project No.
2021-027C
Date:
August 6, 2021



MICHAEL ARRIGO
LIC. NO. AR2017335

General Notes & Scope

TYPICAL DRAWING NOTES

1. THE SCOPE OF WORK IS NEW CONSTRUCTION INVOLVING (2) 3 STORY RESIDENTIAL DWELLINGS. CONSTRUCTION IS INTENDED TO MAKE UNITS FULLY COMPLIANT WITH ADA AND FHA REQUIREMENTS.
2. SCHEDULED ITEMS WITHIN THESE DOCUMENTS MAY BE SUBSTITUTED PROVIDED THE GC PROVIDES EQUIVALENT FLORIDA PRODUCT APPROVALS OR PERFORMANCE DATA TO LOCAL AUTHORITY HAVING JURISDICTION FOR REVIEW.
3. FOR GENERAL PROPERTY WIDE CONDITIONS REFER TO SITE PLAN SHEET FOR DESCRIPTION OF WORK (SP1).
4. FOR BUILDING TYPE CONDITIONS REFER TO SHEETS A1 SERIES FOR DESCRIPTION OF WORK.
5. FOR INDIVIDUAL UNIT CONDITIONS REFER TO SHEETS A2.1-A2.2 FOR DESCRIPTION OF WORK.

Symbols Legend

- UL 4376 - TENANT SEPARATION - STUD 1 HR
- UL 4356 - EXTERIOR BEARING / BREEZEWAY - STUD 1 HR
- SURFACE MOUNTED FLUOR EXTERIOR LIGHTING (EMERGENCY BALLAST)
- ⇨ EMERGENCY WALL PACK
- SD SMOKE DETECTOR
- ⊗ EXIT SIGNAGE
- ⊕ FIRE EXTINGUISHER - SEE FIRE DEPT NOTES SHEET G02
- ⊙ 20 MIN RATED ENTRY DOOR W/ CLOSER
- F FIRE ALARM PULL STATION
- F FIRE ALARM HORN
- F FIRE ALARM HORN & STROBE

AREA BREAKDOWN:

RESIDENTIAL BUILDING GROSS 1st FLOOR AREA:	11,251 SQ. FT.
RESIDENTIAL BUILDING GROSS 2nd FLOOR AREA:	10,981 SQ. FT.
RESIDENTIAL BUILDING GROSS 3rd FLOOR AREA:	10,438 SQ. FT.
	32,671 SQ. FT.

OCCUPANT LOAD

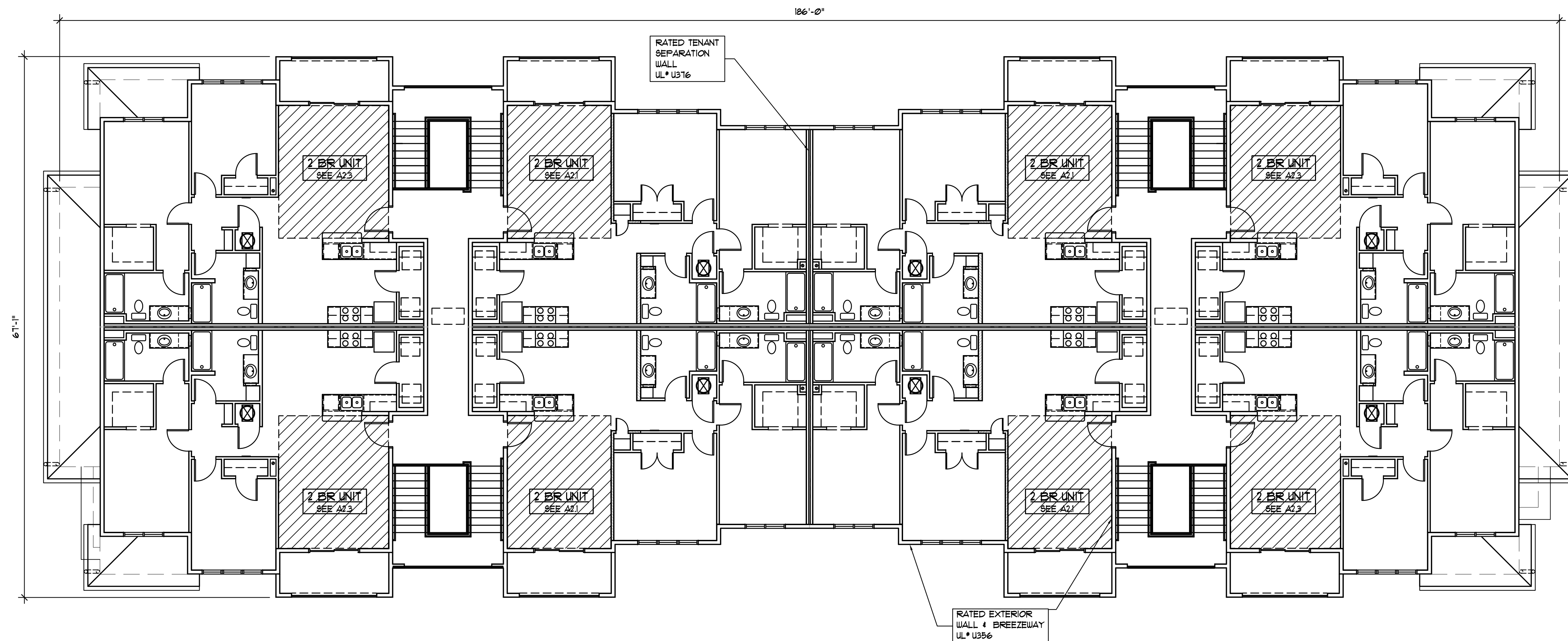
SPACE	CALC.	PEOPLE
RESIDENTIAL	32,671 / 200	164

OCCUPANT LOAD:

- OCCUPANCY LOAD: 55 PEOPLE PER FLOOR
- EGRESS REQUIRED PER FLOOR = 2 x 55 = 110 INCHES
- EGRESS PROVIDED = 224 INCHES (4 TOTAL EXITS)
- MINIMUM CLEAR OPENING OF EXIT DOORS = 32"
- MINIMUM CLEAR WIDTH OF CORRIDORS = 44"
- MAXIMUM TRAVEL DISTANCE TO EXIT REQUIRED = 250'
- MAXIMUM TRAVEL DISTANCE TO EXIT PROVIDED = 11'-10" (FROM THIRD FLOOR)

REFER TO SHEET A81 FOR STAIR PLANS AND ADA RAILING DETAILS

DRAFTSTOPPING SHALL BE PROVIDED IN FLOOR/CEILING ASSEMBLY. LOCATE DRAFTSTOPPING ABOVE AND IN LINE WITH DWELLING UNIT SEPARATIONS



THIRD FLOOR PLAN

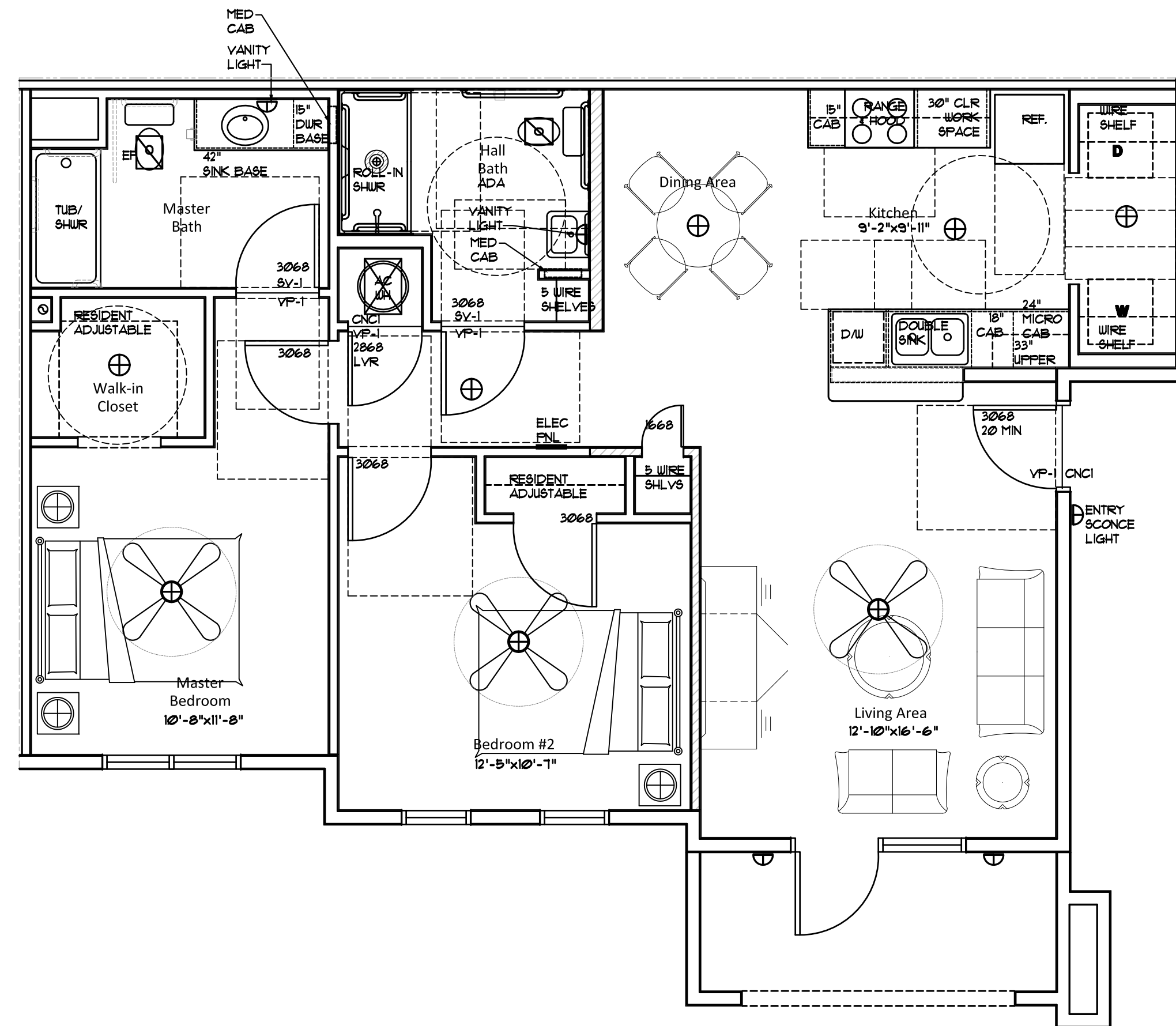
SCALE: 1/8" = 1'-0"

Revisions:

Project No.
2021-027C
Date:
August 6, 2021

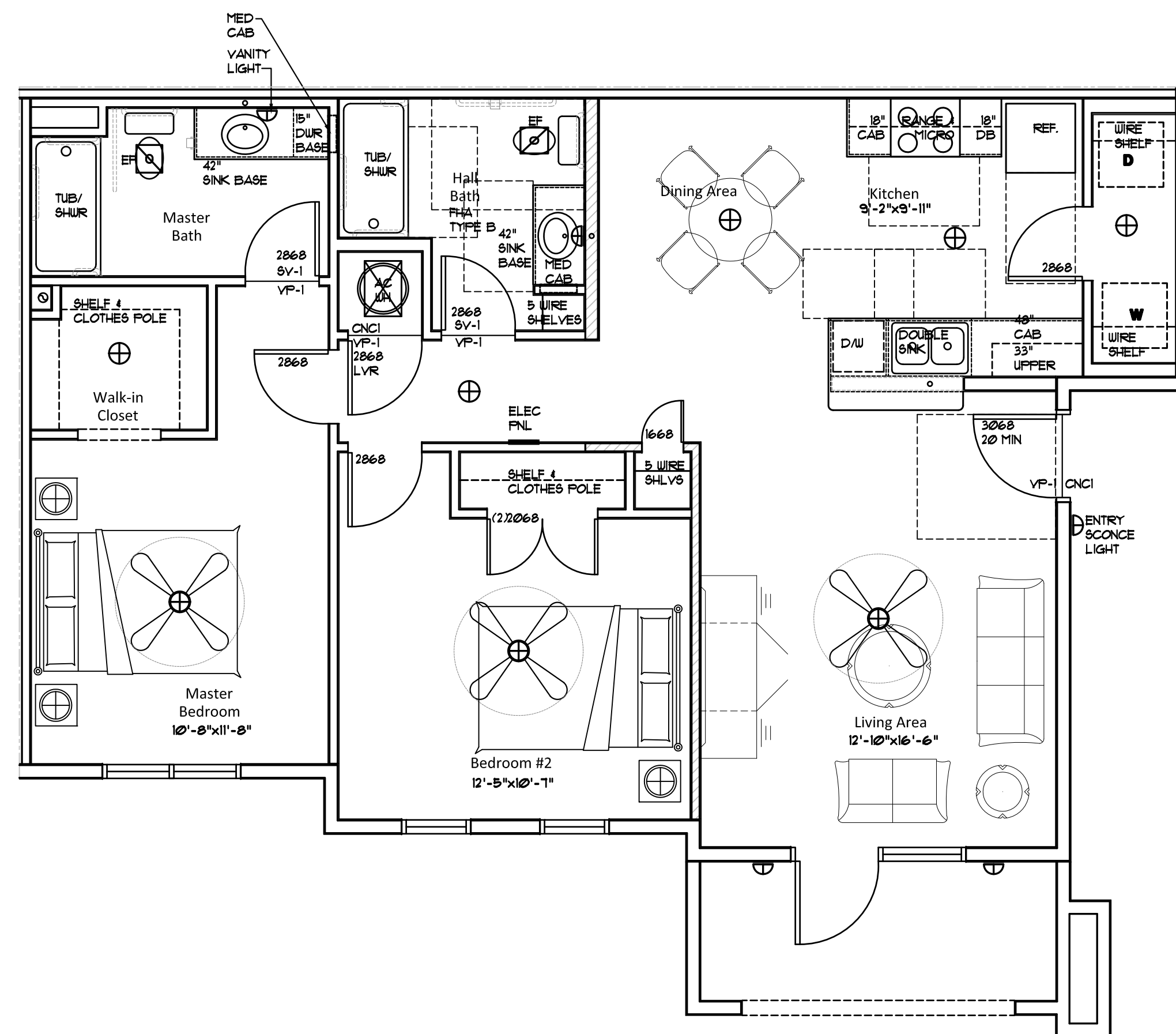


MICHAEL ARRIEGO
LIC. NO. AR2017335



ADA 2BR Unit Plan

SCALE: 1/4" = 1'-0"
1,066 SF INTERIOR A/C SPACE (GROSS)
942 SF NET



FHA 2BR Unit Plan

SCALE: 1/4" = 1'-0"
1,066 SF INTERIOR A/C SPACE (GROSS)
942 SF NET

REFER TO LOCATIONS ON SITE PLAN AND BUILDING PLANS

General Notes & Scope

TYPICAL DRAWING NOTES

1. THE SCOPE OF WORK IS NEW CONSTRUCTION INVOLVING (2) 3-STORY RESIDENTIAL DWELLINGS. CONSTRUCTION IS INTENDED TO MAKE UNITS FULLY COMPLIANT WITH FHA AND ADA REQUIREMENTS.
2. SCHEDULED ITEMS WITHIN THESE DOCUMENTS MAY BE SUBSTITUTED PROVIDED THE GC PRODUCE EQUIVALENT FLORIDA PRODUCT APPROVALS OR PERFORMANCE DATA TO LOCAL AUTHORITY HAVING JURISDICTION FOR REVIEW.
3. FOR GENERAL PROPERTY WIDE CONDITIONS REFER TO SITE PLAN SHEET FOR DESCRIPTION OF WORK (SP1).
4. FOR BUILDING TYPE CONDITIONS REFER TO SHEETS A1 SERIES FOR DESCRIPTION OF WORK.
5. FOR INDIVIDUAL UNIT CONDITIONS REFER TO SHEETS A2 SERIES FOR DESCRIPTION OF WORK.

CONSTRUCTION PLAN NOTES:

1. VERIFY WINDOW OPENING DIMENSIONS W/ MANUFACTURER SIZES.
 2. DOOR AND WINDOW OPENINGS THAT READ 3000, 2040, ETC. ARE 3'-0" x 2'-0", 7'-0" x 4'-0", ETC.
 3. COORDINATE ALL AFFLIANCE AND PLUMBING FIXTURE OPENINGS WITH CABINETRY.
 4. DIMENSIONS SHOWN ON PLANS ARE FROM FACE OF STUDS AND FACE OF MASONRY UNLESS SHOWN OTHERWISE.
 5. ALL WORK SHALL BE DONE IN STRICT ACCORDANCE WITH APPLICABLE CODES AND ORDINANCES.
 6. FOR ENERGY CODE COMPLIANCE ALL OPERATION MANUALS SHALL BE FURNISHED TO OWNER.
1. ANY 'WORK' STARTED OR COMPLETED WITHOUT THE PROPER PERMITS OR INSPECTIONS IS SUBJECT TO REMOVAL. ALL 'WORK' IS TO BE EXPOSED AND AVAILABLE FOR VISUAL INSPECTION.
8. CONCRETE TILE BACKER ON ALL SHOWER AND TUB WALLS.

ALL UNITS TO BE WIRED FOR HIGH SPEED INTERNET. CONTRACTOR SHALL FIELD COORDINATE INTERNET CONNECTION LOCATION

Symbols Legend

- UL U326 - RATED CHASE - 6"UD 1 HR
- ==== LOAD BEARING 2"x4" W/ STUD INTERIOR WALL (6" AT BACK TO BACK PLUMBING WALL) SPACING AS SCHEDULED IN STRICT DWGS REFER TO WALL TYPE ENLARGEMENT FOR DETAIL
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- (I) WINDOW TAG
- F- PARTITION TYPE TYPICAL INTERIOR WALL TYPE IS 'C' UNLESS OTHERWISE NOTED
- (FE) FIRE EXTINGUISHER - SEE FIRE DEPT NOTES SHEET G02
- F FIRE ALARM FULL STATION
- F< FIRE ALARM HORN
- ⊠ FIRE ALARM HORN & STROBE
- ◇ SD SMOKE DETECTOR

REFER TO SHEET G02 FOR DEFINED PROJECT SCOPE AND ADDITIONAL PERTINENT INFORMATION 1/0R SPECIFICATIONS

APPLIANCES NOTED AS 'ADA' HAVE ALL CONTROLS TOWARD FRONT OR DESIGNED SPECIFICALLY FOR ACCESSIBILITY



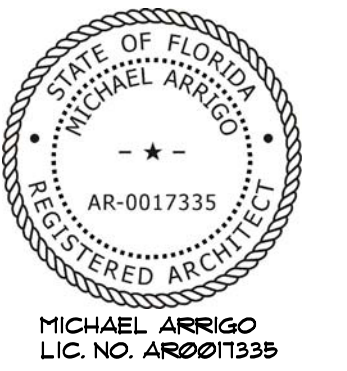
Lic. # AA-0003347
2600 Dr. MLK Jr. Street N. Suite 600,
St. Petersburg, FL 33704
(727) 323-5626
www.architectonicsstudio.com

Detroit Street
Proposed Multi-Family
Housing Community
Lake Worth Beach, Florida

Proposed Typical
Unit Plans w/ Balconies

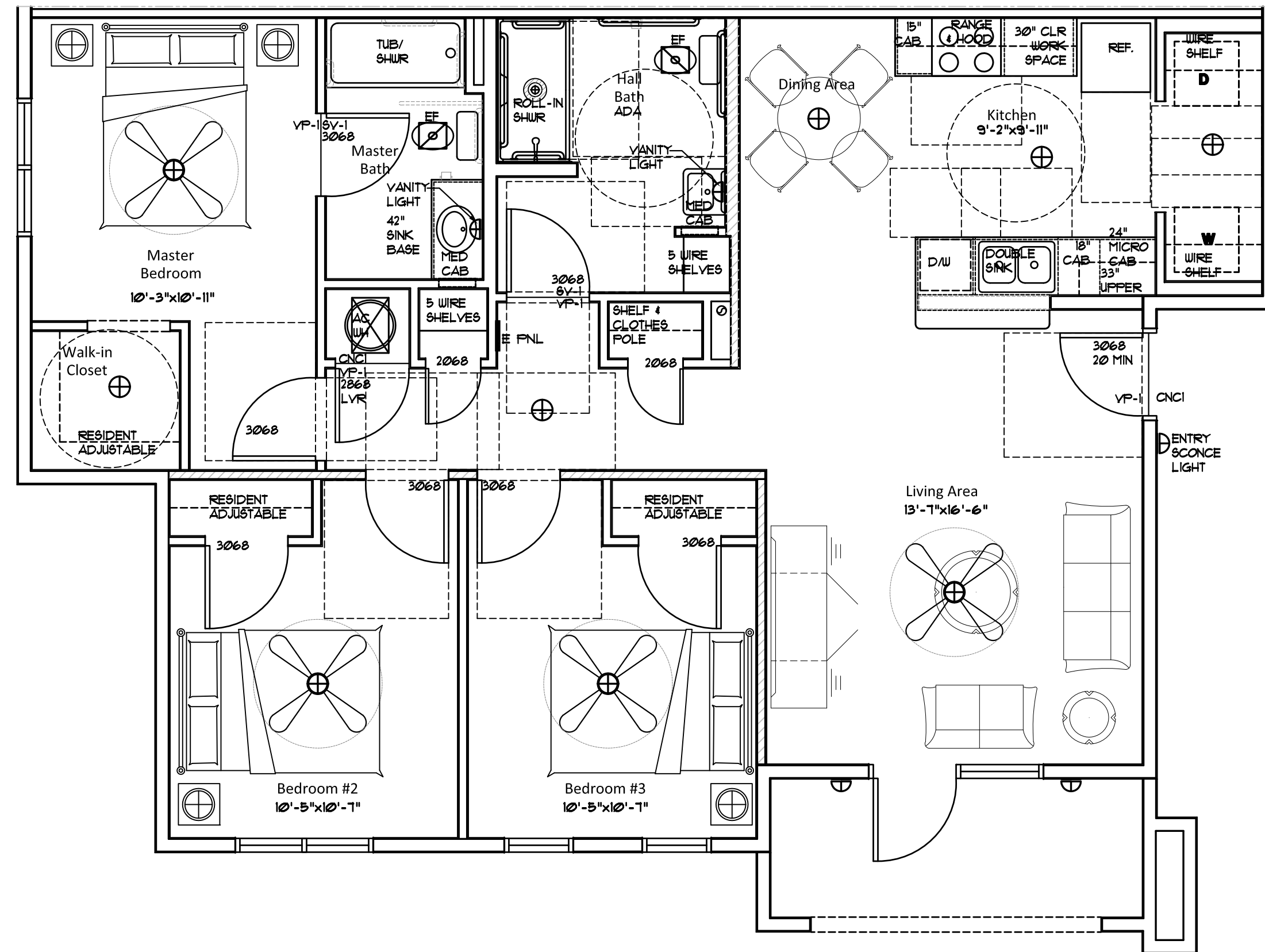
Revision	Date

Project No. 2021-027C
Date: August 6, 2021



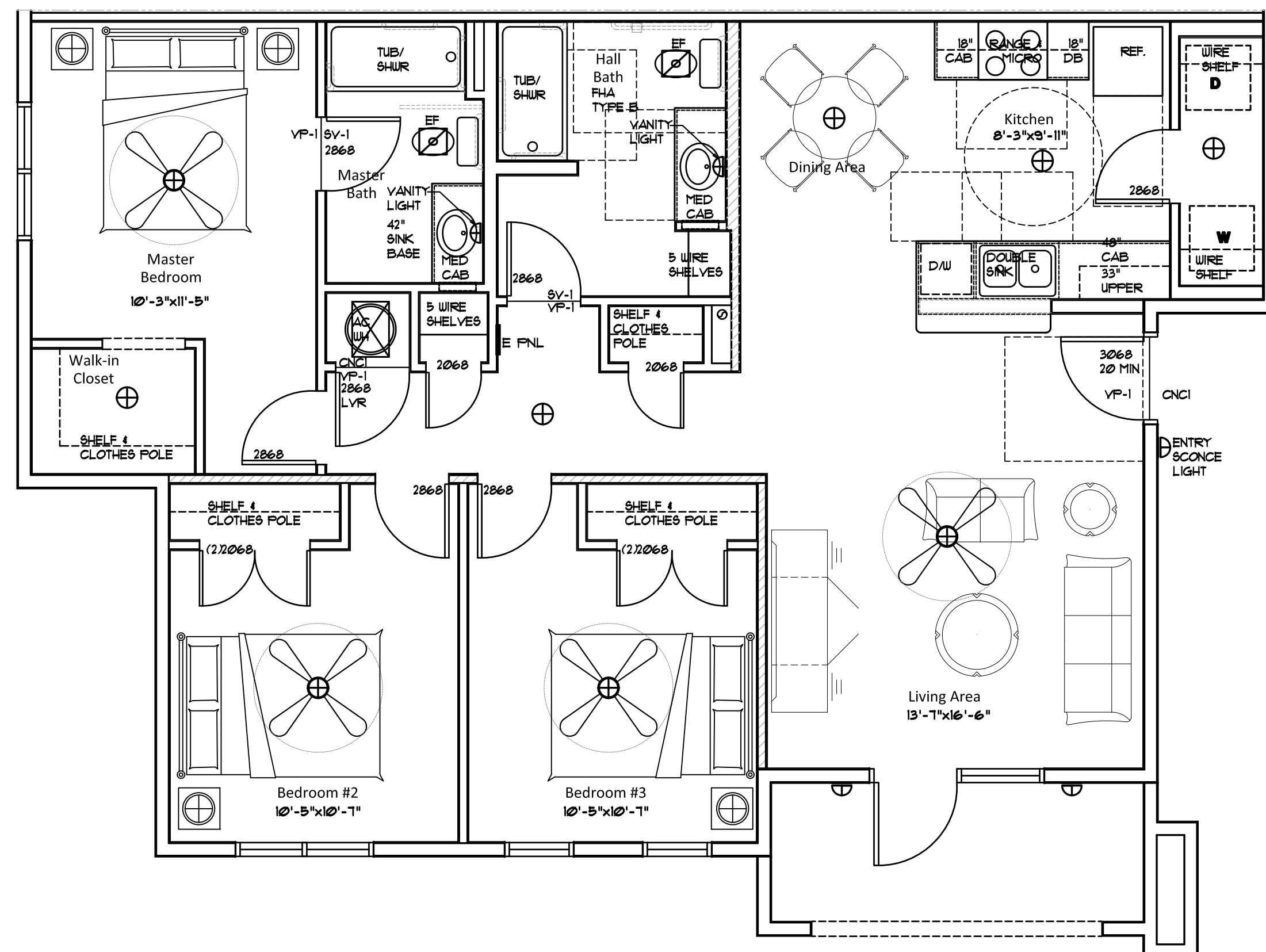
MICHAEL ARRIGO
LIC. NO. AR0017335

a2.1



A ADA 3BR
Unit Plan

SCALE: 1/4" = 1'-0"
1,212 SF INTERIOR A/C SPACE (GROSS)
1,070 SF NET



B FHA 3BR
Unit Plan

SCALE: 1/4" = 1'-0"
1,212 SF INTERIOR A/C SPACE (GROSS)
1,070 SF NET

REFER TO LOCATIONS ON SITE PLAN AND BUILDING PLANS

General Notes & Scope

TYPICAL DRAWING NOTES

1. THE SCOPE OF WORK IS NEW CONSTRUCTION INVOLVING (2) 3-STORY RESIDENTIAL DWELLINGS. CONSTRUCTION IS INTENDED TO MAKE UNITS FULLY COMPLIANT WITH FHA AND ADA REQUIREMENTS
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CONSTRUCTION PLAN NOTES:

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2. DOOR AND WINDOW OPENINGS THAT READ 3000, 2040, ETC. ARE 3'-0"x8'-0"; 2'-0"x4'-0"; ETC.
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Symbols Legend

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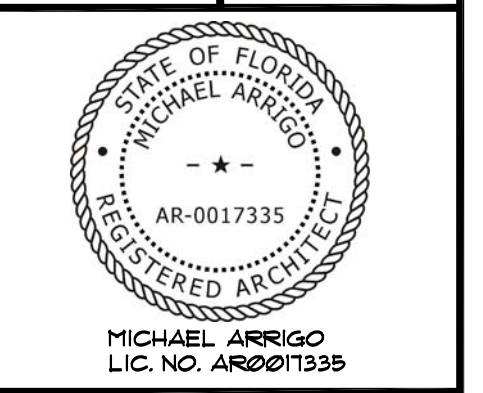
REFER TO SHEET G02 FOR DEFINED PROJECT SCOPE AND ADDITIONAL PERTINENT INFORMATION 4/OR SPECIFICATIONS

APPLIANCES NOTED AS "ADA" HAVE ALL CONTROLS TOWARD FRONT OR DESIGNED SPECIFICALLY FOR ACCESSIBILITY

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**Detroit Street
Proposed Multi-Family
Housing Community**
Lake Worth Beach, Florida

**Proposed Typical
Unit Plans w/ Balconies**
Project No. 2021-027C
Date: August 6, 2021



a2.2

**Detroit Street
 Proposed Multi-Family
 Housing Community**
 Lake Worth Beach, Florida

**Proposed Typical
 Unit Plans w/ Balconies**

Project No. 2021-027C
 Date: August 6, 2021



a2.3

General Notes & Scope

TYPICAL DRAWING NOTES:

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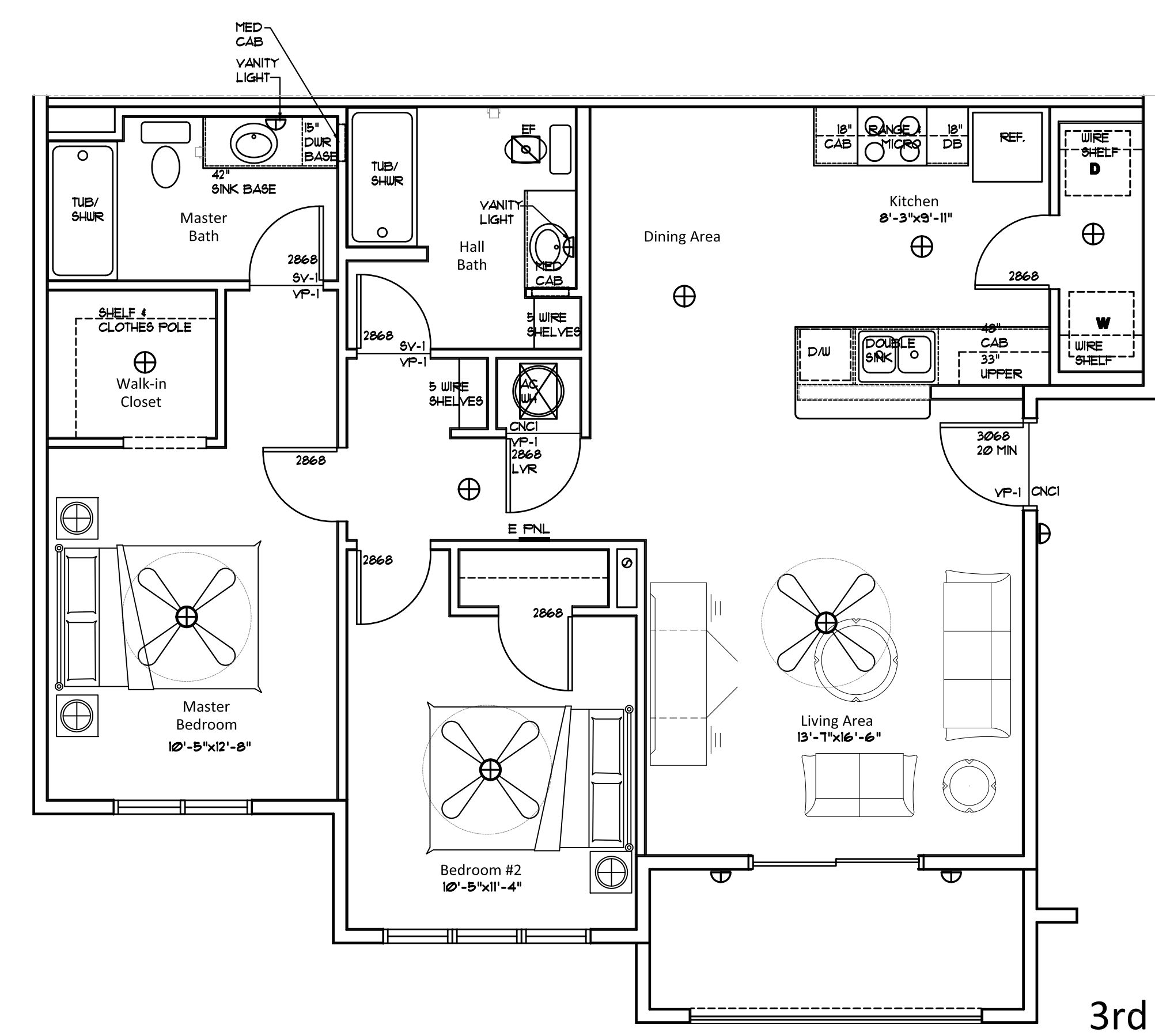
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Symbols Legend

- UL U326 - RATED CHASE - 6" STUD 1 HR
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- (F) FIRE ALARM HORN
- (F) FIRE ALARM HORN & STROBE
- (SD) SMOKE DETECTOR

REFER TO SHEET G02 FOR DEFINED PROJECT SCOPE AND ADDITIONAL PERTINENT INFORMATION 4/OR SPECIFICATIONS

APPLIANCES NOTED AS "ADA" HAVE ALL CONTROLS TOWARD FRONT OR DESIGNED SPECIFICALLY FOR ACCESSIBILITY












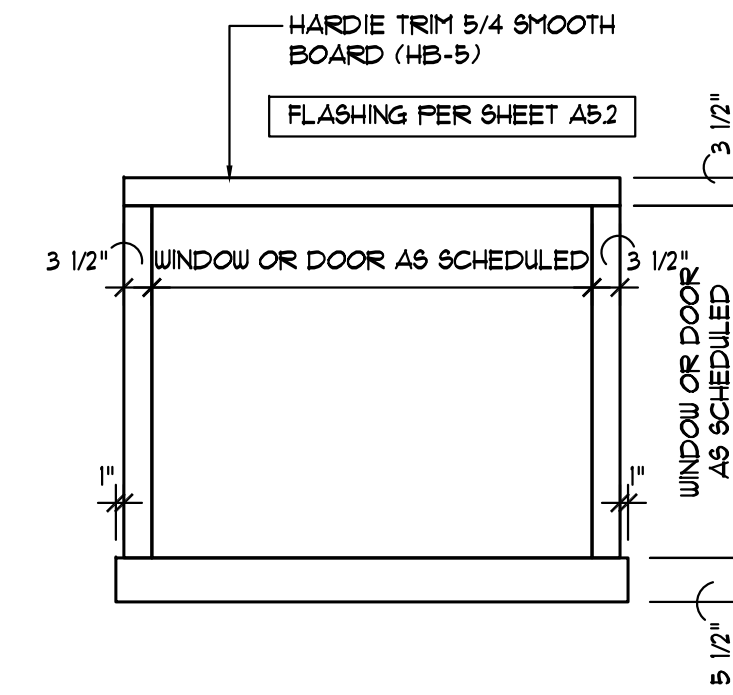
A 3rd Floor 2BR
 Unit Plan
 SCALE: 1/4" = 1'-0"

1,074 SF INTERIOR A/C SPACE (GROSS)
 945 SF NET

REFER TO LOCATIONS ON SITE PLAN AND BUILDING PLANS

MATERIALS LEGEND

-  HB-1 HARDIE SHINGLE SIDING - (COLOR TBD)
-  HB-2 HARDIE LAP SIDING (COLOR TBD)
-  HB-3 HARDIE BOARD & BATTEN SIDING - 12" SPACING (COLOR TBD)
-  HB-4 HARDIE PANEL SIDING (COLOR TBD)
-  HB-5 HARDIE TRIM 5/4 SMOOTH BOARD - WHITE
-  HS-1 HARDIE SOFFIT AT EAVES
-  P-1 PAINT - SHERWIN WILLIAMS 6258 TRICORN BLACK (RAILINGS)
-  AS-1 GAF ASPHALT SHINGLES (COLOR TBD)
-  MT-1 ENGLERT - STANDING SEAM METAL PANEL ROOF CLEAR ANODIZED ALUMINUM FINISH



WINDOW TRIM

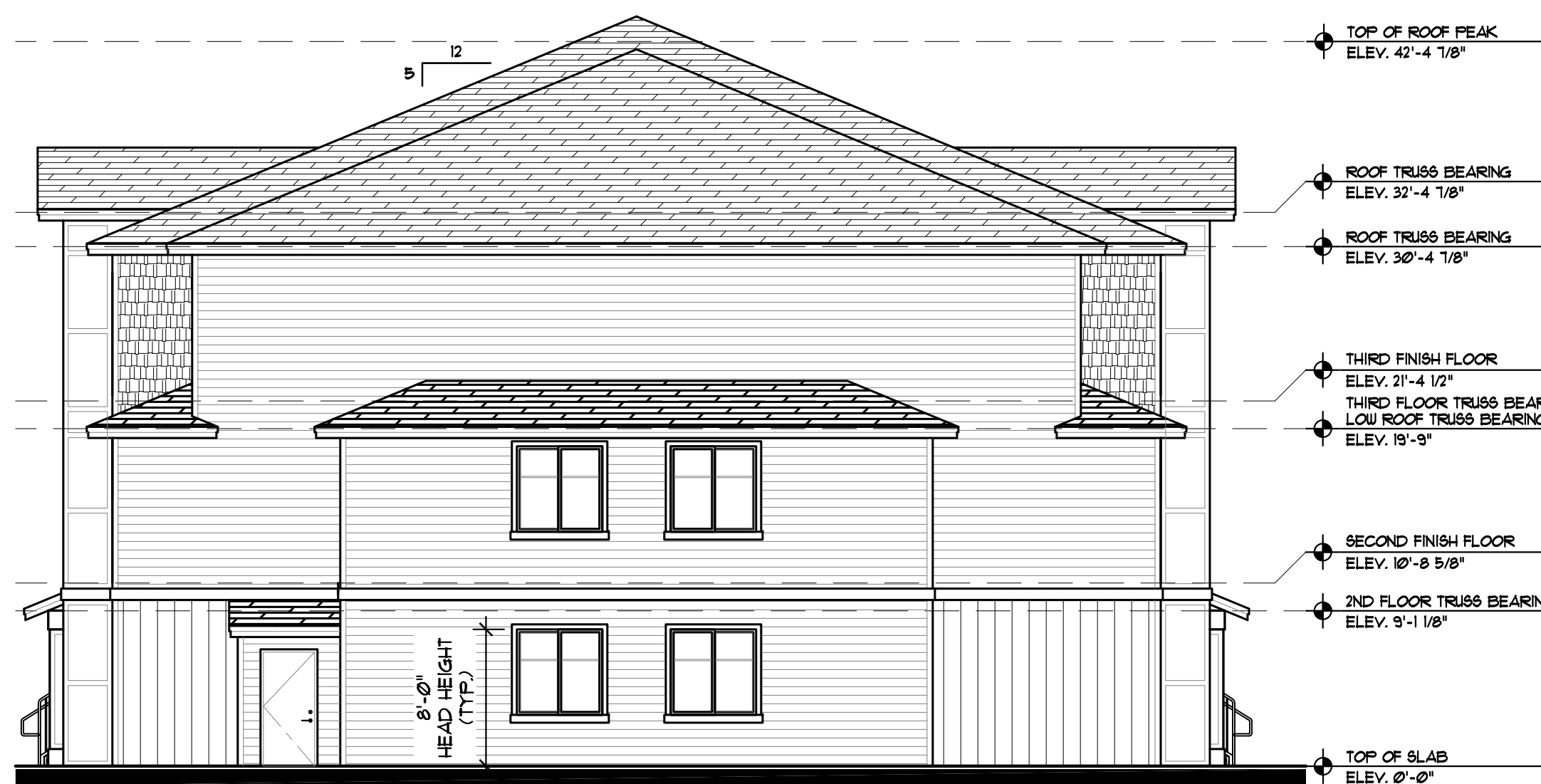
SCALE: NOT TO SCALE

1
a3.1



1 FRONT / REAR VIEW

SCALE: 1/8" = 1'-0"



3 SIDE VIEW

SCALE: 1/8" = 1'-0"



2 SIDE VIEW

SCALE: 1/8" = 1'-0"

IMPACT RESISTANT GLAZING AT ALL NEW DOORS AND WINDOWS.

TYPICAL EMERGENCY ESCAPE WINDOW:
 MAXIMUM SILL HEIGHT FROM FLOOR: 44"
 MINIMUM CLEAR OPENING HEIGHT: 24"
 MINIMUM CLEAR OPENING WIDTH: 20"
 MINIMUM CLEAR OPENING AREA: 5.7 SQ. FT.
 GROUND FLOOR CLEAR OPENING: 5.0 SQ. FT.

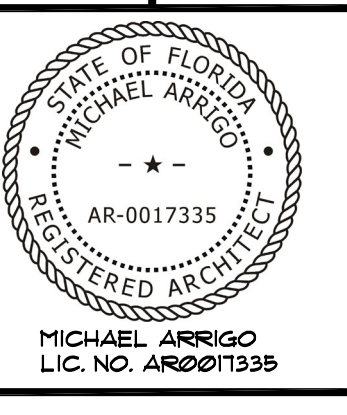
IMPACT RESISTANT GLAZING AT ALL NEW DOORS AND WINDOWS.

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Detroit Street
 Proposed Multi-Family
 Housing Community
 Lake Worth Beach, Florida

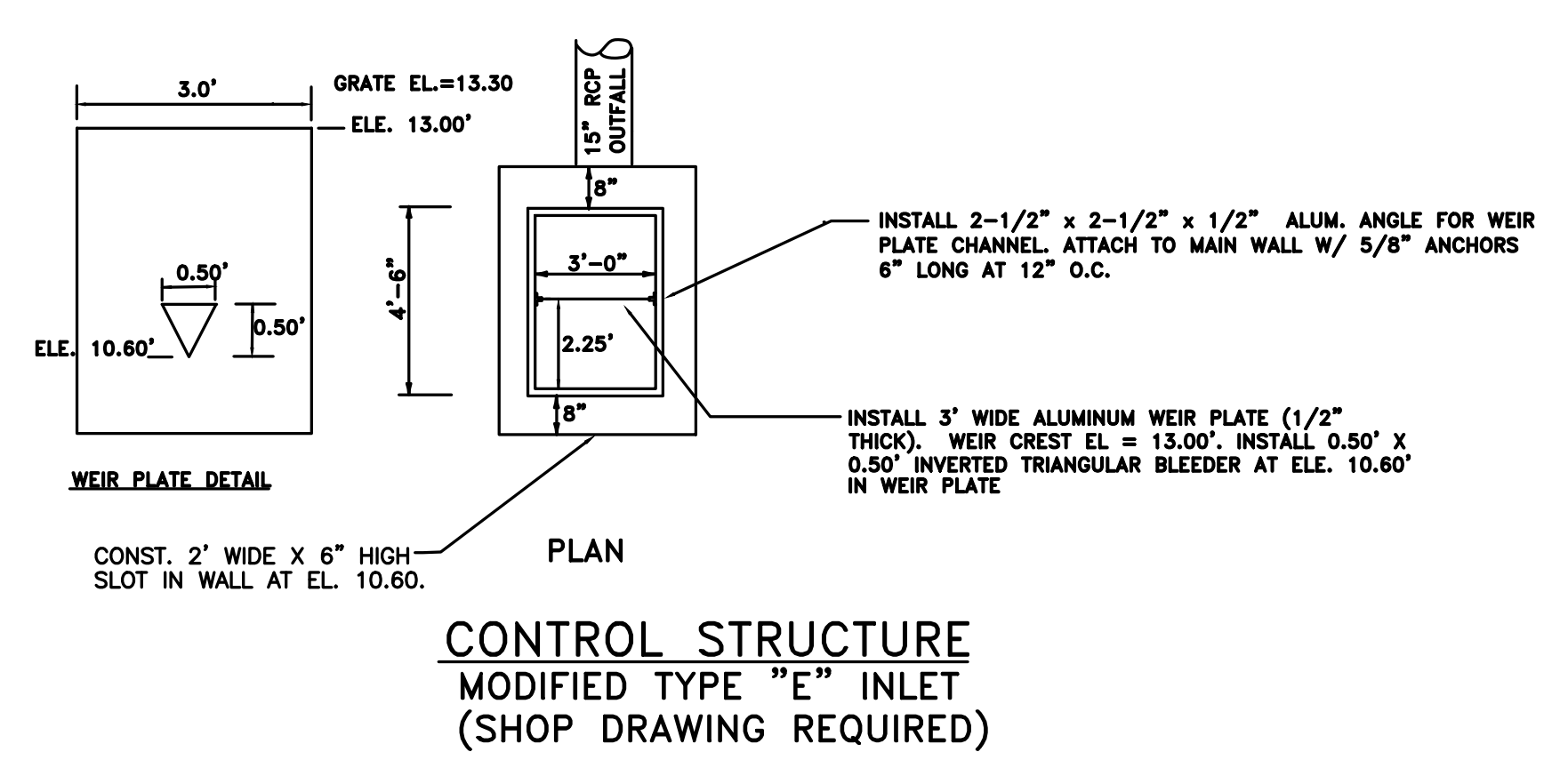
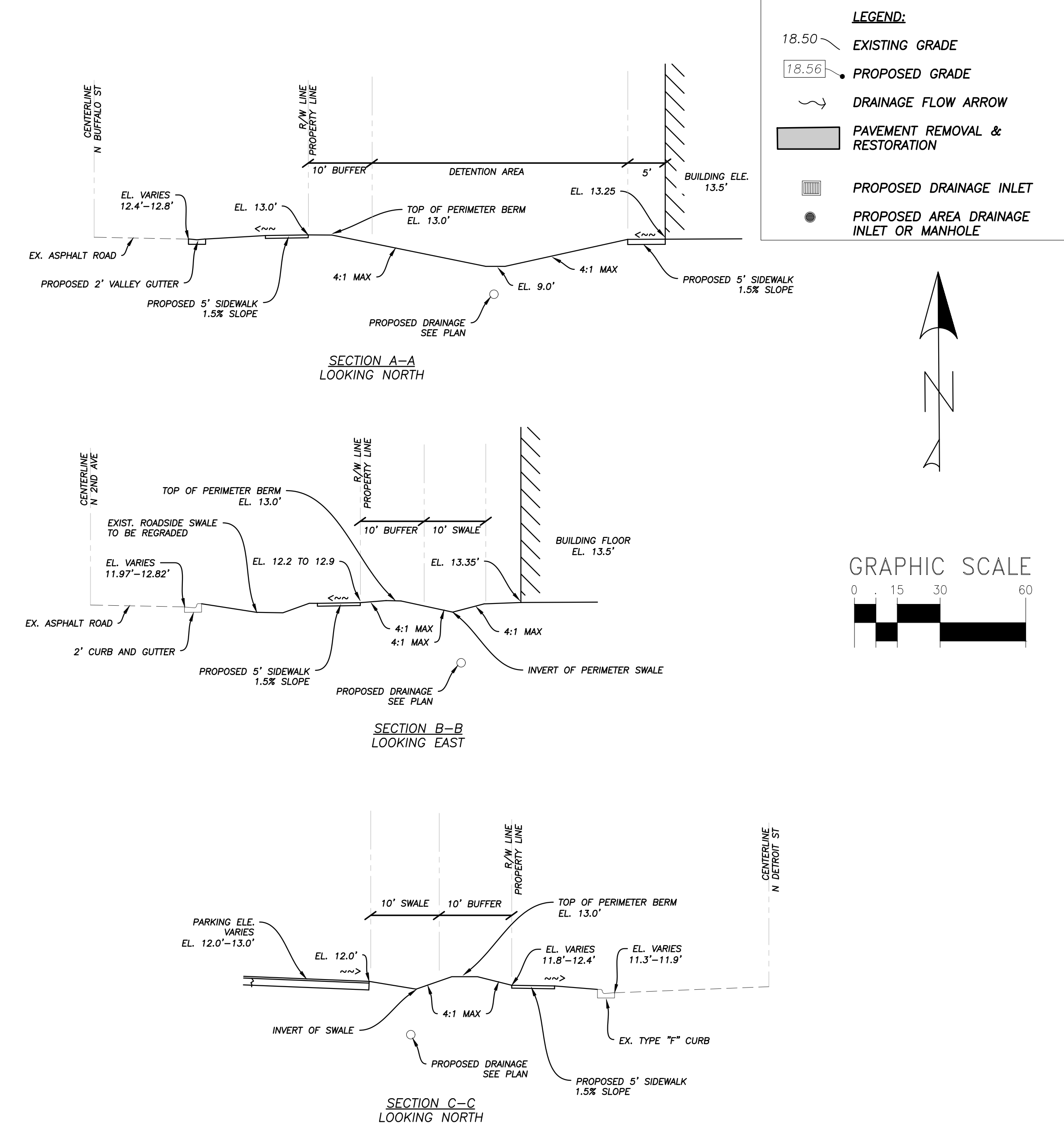
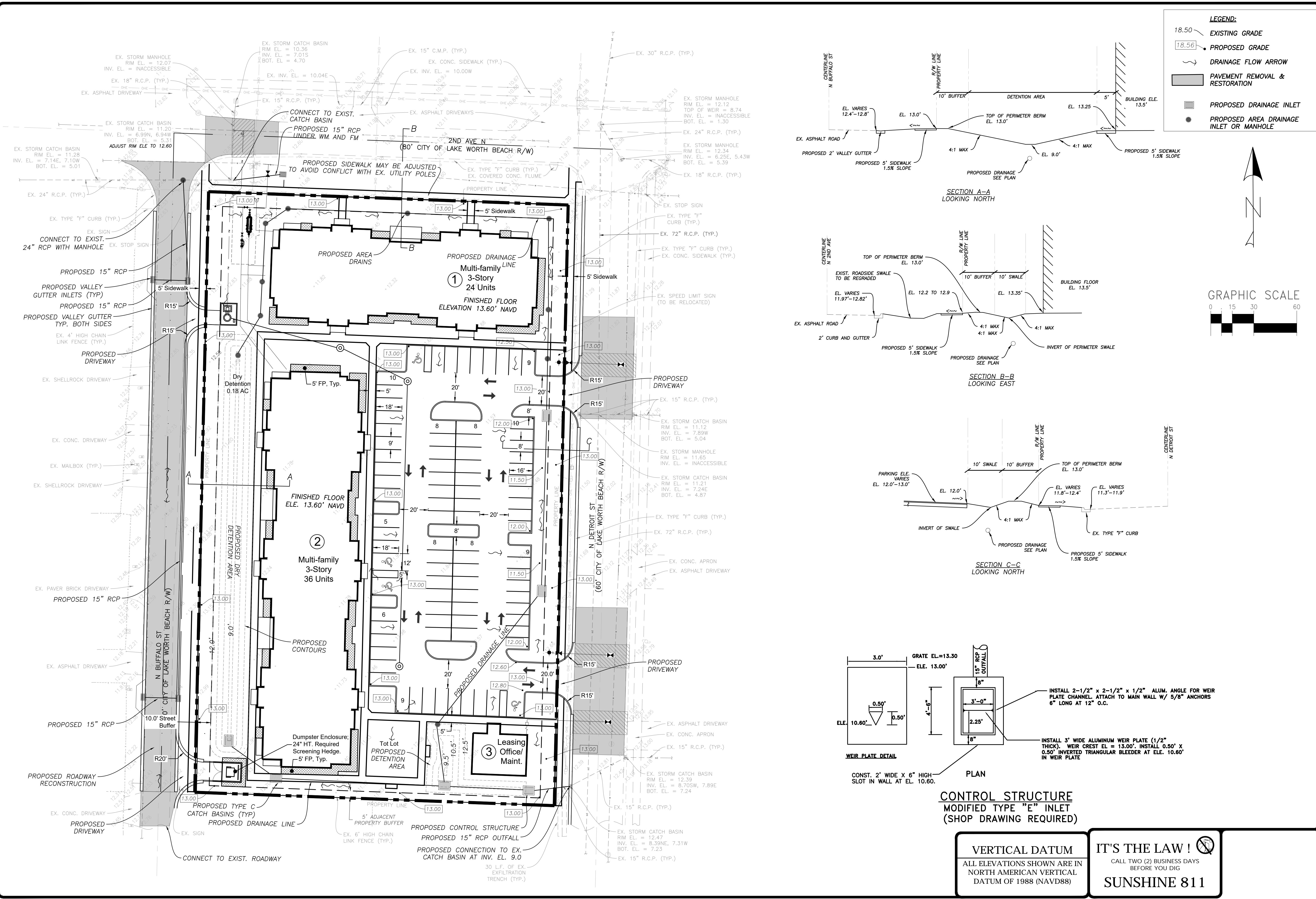
Building "B" Elevations w/ Balconies

Project No. 2021-027C
 Date: August 6, 2021

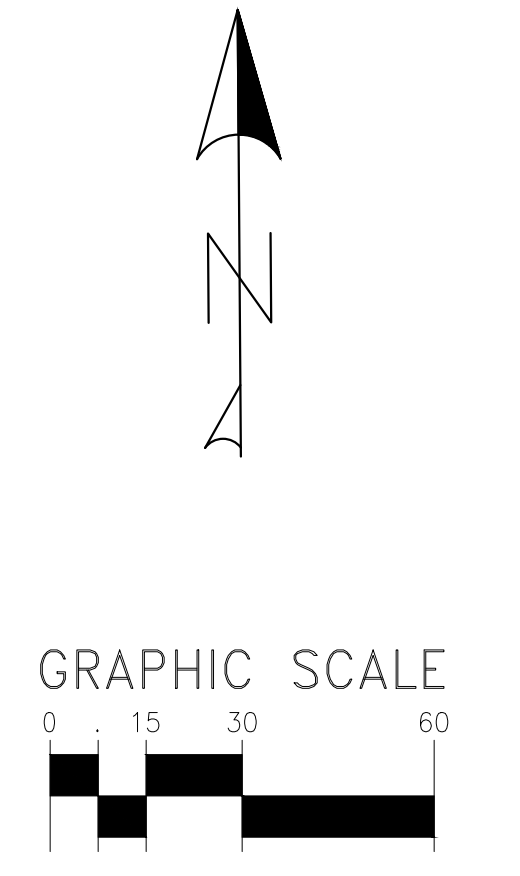


a3.2a

PLOT DATE: Feb 04, 2022 TIME: 2:34pm BY: mwilliams
 DRAWING: P-120-1342 Southport Detroit Street/KA DIMG Civil Site Plan 1 27 22.dwg LAYOUT: Drainage



- LEGEND:**
- 18.50 EXISTING GRADE
 - 18.56 PROPOSED GRADE
 - ~ DRAINAGE FLOW ARROW
 - ▨ PAVEMENT REMOVAL & RESTORATION
 - PROPOSED DRAINAGE INLET
 - PROPOSED AREA DRAINAGE INLET OR MANHOLE



KESHAVARZ & ASSOCIATES
 Civil Engineers • Land Surveyors
 711 North Dixie Highway, Suite 201
 West Palm Beach, Florida 33401
 Tel: (561) 689-8600
 Certificate of Authorization No. 4897

No.	Date	Description

PRELIMINARY DRAINAGE PLAN

DATE: 6-18-2022
 SCALE: 1"=90'

CHECKED: M/W
 DESIGNED: M/W
 APPROVED: M/W

SOUTHPORT DETROIT STREET
 CITY OF LAKE WORTH BEACH, FL

VERTICAL DATUM
 ALL ELEVATIONS SHOWN ARE IN NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)

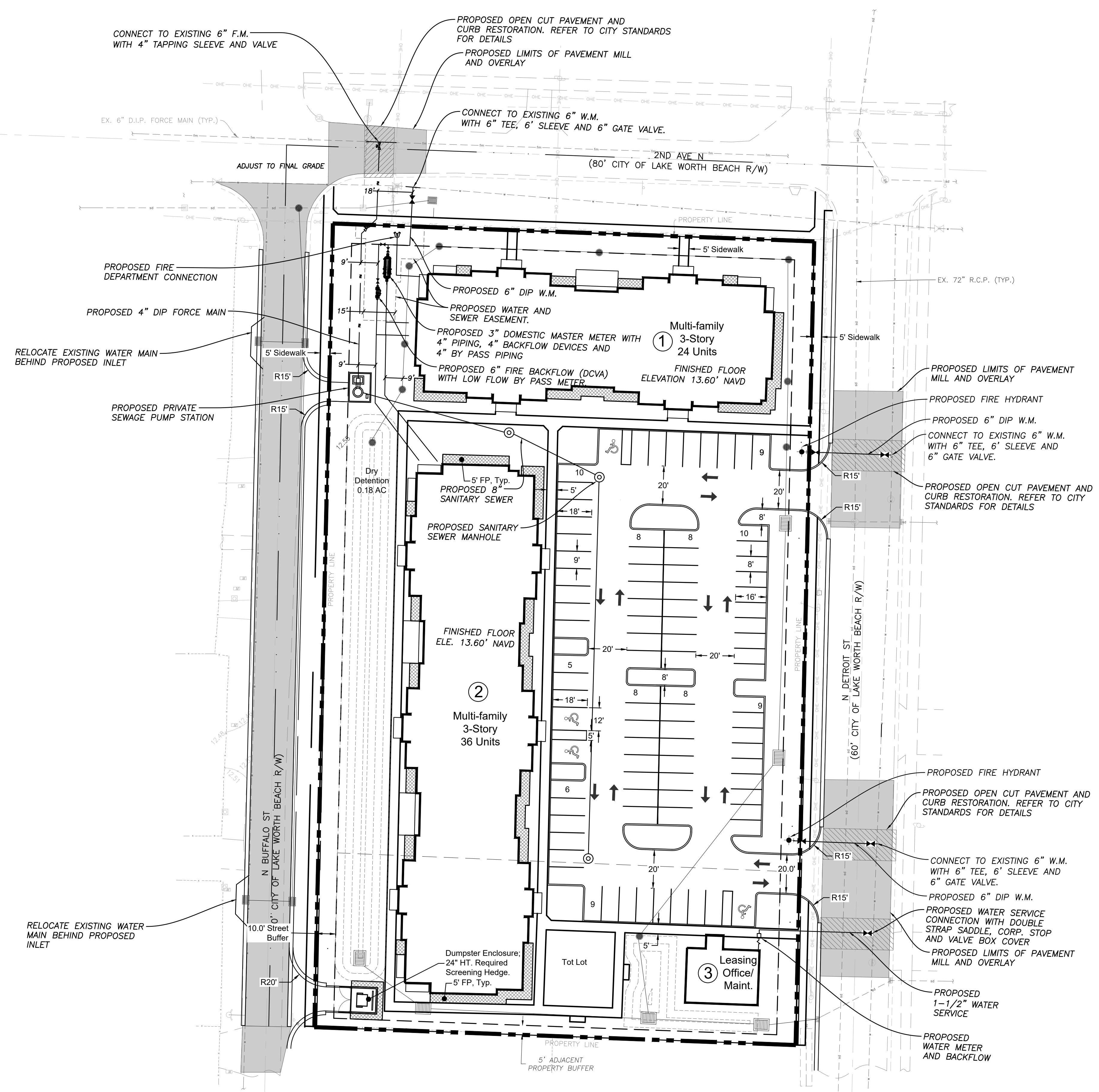
IT'S THE LAW!
 CALL TWO (2) BUSINESS DAYS BEFORE YOU DIG
SUNSHINE 811

PROJECT No.
20-1342

SHEET No.
C-01

Mark A. Williams, State of Florida, Professional Engineer, License No. 34944. This item has been electronically signed and sealed by Mark A. Williams on the date indicated here using a SHA authentication code. Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.

PLOT DATE: Feb 04, 2022 TIME: 2:34pm BY: mwilliams
 DRAWING: P-120-1342 Southport Detroit Street/KA DIMG Civil Site Plan 1 27 22.dwg LAYOUT: Water and Sewer



LEGEND:

- 18.50 EXISTING GRADE
- 18.56 PROPOSED GRADE
- ↘ DRAINAGE FLOW ARROW
- ▨ PAVEMENT REMOVAL & RESTORATION
- ◻ PROPOSED DRAINAGE INLET
- PROPOSED DRAINAGE MANHOLE

N

GRAPHIC SCALE

0 15 30 60

KESHAVARZ & ASSOCIATES
 Civil Engineers • Land Surveyors
 711 North Dixie Highway, Suite 201
 West Palm Beach, Florida 33401
 Tel: (561) 689-8600
 Certificate of Authorization No. 4897

No.	Date	Description

PRELIMINARY WATER AND SEWER PLAN

DATE	6-18-2022	DESIGNED	M/W	CHECKED	M/W
SCALE	1"=30'	CAD	M/W	APPROVED	M/W

**SOUTHPORT
 DETROIT STREET**
 CITY OF LAKE WORTH BEACH, FL

VERTICAL DATUM
 ALL ELEVATIONS SHOWN ARE IN
 NORTH AMERICAN VERTICAL
 DATUM OF 1988 (NAVD88)

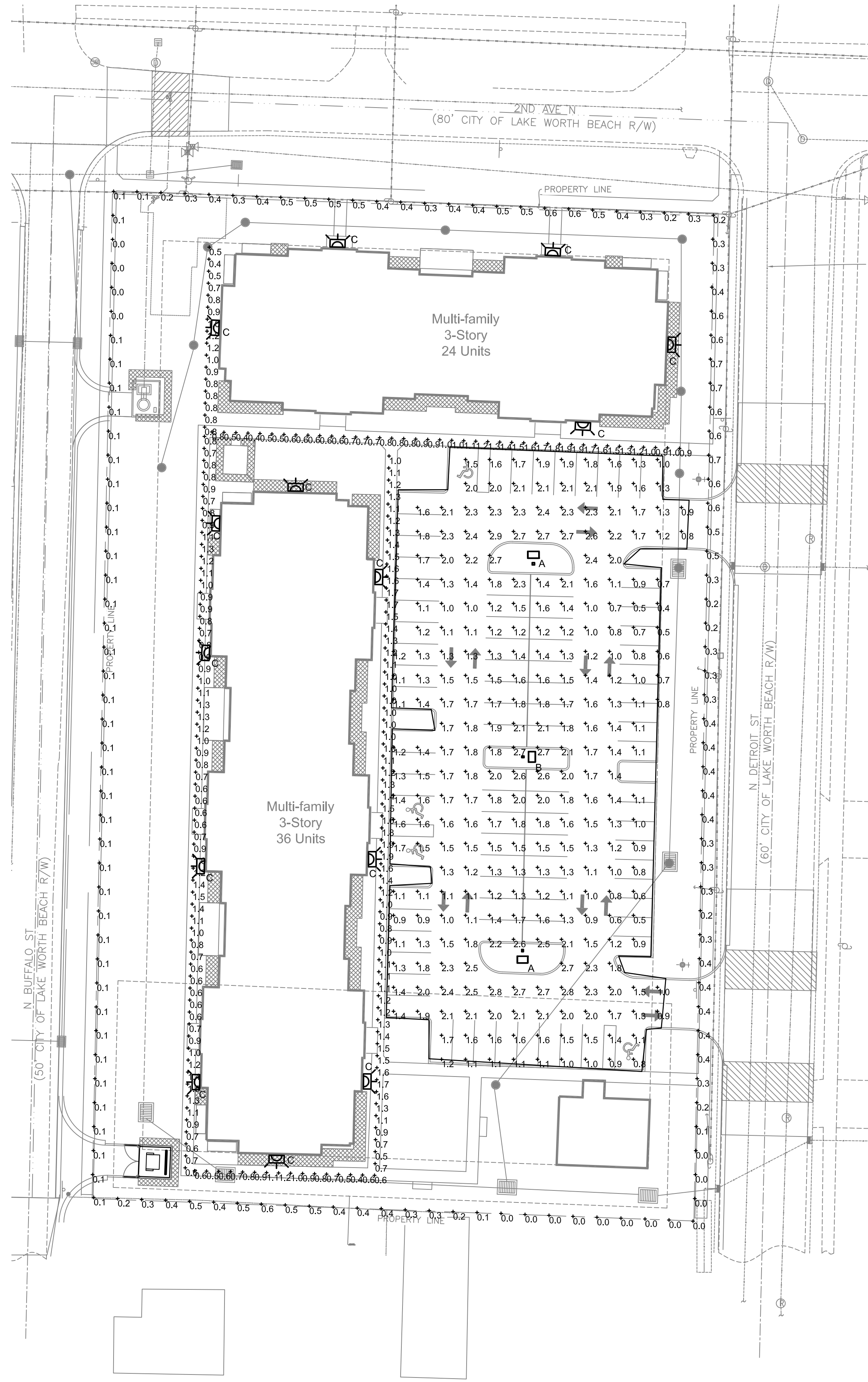
IT'S THE LAW!

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 BEFORE YOU DIG
SUNSHINE 811

PROJECT No.
20-1342

SHEET No.
C-02

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Symbol	Label	Quantity	Manufacturer	Catalog Number	Description	MOUNTING HEIGHT	Lumens Per Lamp	Light Loss Factor	Wattage
□	A	2	COOPER LIGHTING SOLUTIONS - MCGRAW-EDISON (FORMERLY EATON)	GALN-SA4A-730-U-T3	GALLEON AREA AND ROADWAY LUMINAIRE (4) TO CRI, 3000K, 615mA LIGHT SQUARES WITH 16 LEDs EACH AND TYPE III OPTICS Retail, Roadway, Sidewalk, Site, Street, Substation, Security, Corrosion Resistant, Vandal Resistant, Wet Location ABSOLUTE PHOTOMETRY IS BASED ON CALIBRATION FACTORS CREATED USING LAB LUMEN STANDARDS IN GONIOPHOTOMETER WITH TEST DISTANCE OF 28.75 FEET	30'-0" AFG	255	1	121
□	B	1	COOPER LIGHTING SOLUTIONS - MCGRAW-EDISON (FORMERLY EATON)	GALN-SAGA-730-U-SWQ	GALLEON AREA AND ROADWAY LUMINAIRE (5) TO CRI, 3000K, 615mA LIGHT SQUARES WITH 16 LEDs EACH AND TYPE V WIDE OPTICS Retail, Roadway, Sidewalk, Site, Street, Substation, Security, Corrosion Resistant, Vandal Resistant, Wet Location ABSOLUTE PHOTOMETRY IS BASED ON CALIBRATION FACTORS CREATED USING LAB LUMEN STANDARDS IN GONIOPHOTOMETER WITH TEST DISTANCE OF 28.75 FEET	30'-0" AFG	273	1	154
⊘	C	14	COOPER LIGHTING SOLUTIONS - MCGRAW-EDISON (FORMERLY EATON)	ISW-SA1A-730-U-SL3	IMPACT ELITE LED WEDGE LUMINAIRE (1) TO CRI, 3000K, 350mA LIGHT SQUARE WITH 16 LEDs AND TYPE III SPILL LIGHT ELIMINATOR OPTICS Retail, Roadway, Sidewalk, Site, Street, Substation, Security, Corrosion Resistant, Vandal Resistant, Wet Location ABSOLUTE PHOTOMETRY IS BASED ON CALIBRATION FACTORS CREATED USING LAB LUMEN STANDARDS IN GONIOPHOTOMETER WITH TEST DISTANCE OF 28.75 FEET	18'-0" AFG	154	1	20.1

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
PARKING	+	3.6 fc	2.9 fc	0.4 fc	7.3:1	4.0:1
PROPERTY LINE	+	0.3 fc	0.7 fc	0.0 fc	N/A	N/A
WALKWAY1	+	1.0 fc	1.9 fc	0.4 fc	4.8:1	2.5:1
WALKWAY2	+	1.0 fc	1.9 fc	0.4 fc	4.8:1	2.5:1

PHOTOMETRIC SITE PLAN

SCALE: 1" = 30'-0"

ENTIRE SHEET REVISED

**Detroit Street
Proposed Multi-Family
Housing Community**
Lake Worth Beach, Florida

**PHOTOMETRIC
SITE PLAN**

Revisions:
07-09-23
Project No. 2021-027C
Date: December 28, 2021

Digitally signed
by Kevin G
Carlson
Date: 2022.02.09
16:15:18 -05'00
Kevin G. Carlson, PE
FL REG NO. PB0048652



201 Flagship Dr, Suite 106, Lutz, FL 33549
813-999-1845 VOICE 813-999-0764 FAX
Florida Registry Number: R316135

spe1.1

Project	Catalog #	Type	A&B
Prepared by	Notes	Date	



McGraw-Edison GLEON Galleon

Area / Site Luminaire

Product Features

- High-Efficiency Injection-Molded AccuLED Optics
- 10 Optical Distributions
- ADA Certified (3000K CCT and warmer only)

Product Certifications



Product Certifications

- WaveLinx
- Enlighted

Connected Systems

- WaveLinx
- Enlighted

Quick Facts

- Lumen packages range from 4,200 - 80,800 (34W - 640W)
- Efficacy up to 156 lumens per watt
- Options to meet Bay American and other domestic preference requirements

Dimensional Details

Number of Light Squares	"A" Width (100mm)	"B" Standard Arm Length	"C" Extended Arm Length	Quick Mount Arm Length	"D" Quick Mount Extended Arm Length
14	15-1/2"	7"	10"	10-5/8"	16-9/16"
56	21-5/8"	7"	10"	10-5/8"	16-9/16"
7-8	27-5/8"	7"	13"	10-5/8"	--
9-10	33-3/4"	7"	16"	--	--

NOTES: See notes on back of this sheet for additional information. For all product variations see DLC qualified.

COOPER Lighting Solutions P550002EN page 1 October 20, 2021 9:31 AM

Project	Catalog #	Type	C
Prepared by	Notes	Date	



McGraw-Edison Impact Elite LED

Wall Mount Luminaire

Product Certifications



Product Certifications

- WaveLinx
- Enlighted

Connected Systems

- WaveLinx
- Enlighted

Quick Facts

- 10 Optical Distributions
- Lumen packages range from 2,459 to 8,123 (20W - 66W)
- Efficacy up to 143 lumens per watt

Dimensional Details

Cylinder	Quarter Sphere	Hook-N-Lock
18" (467mm)	18" (467mm)	18" (467mm)
9" (229mm)	9" (229mm)	9" (229mm)
16-1/2" (419mm)	16-1/2" (419mm)	16-1/2" (419mm)
9" (229mm)	9" (229mm)	9" (229mm)

NOTES: See notes on back of this sheet for additional information. For all product variations see DLC qualified.

COOPER Lighting Solutions P550049EN page 1 November 30, 2021 10:37 AM

McGraw-Edison GLEON Galleon

Ordering Information

SAMPLE NUMBER: GLEON-S4C-740-U-14FT-0M

Product Family	Light Engine Configuration	Drive Current	Color Temperature	Voltage	Distribution	Mounting	Finish
AP-Only	S4C1 Square	4.000A	727-700K, 2500K	120V/277V	T2-Type I	Blade/Arm for Round or Square Pole	AP-Only
Bay American Act Compliant	S4C1 Square	4.000A	727-700K, 2500K	120V/277V	T2-Type I	Blade/Arm for Round or Square Pole	Bay American Act Compliant
Bay American Act Compliant	S4C1 Square	4.000A	727-700K, 2500K	120V/277V	T2-Type I	Blade/Arm for Round or Square Pole	Bay American Act Compliant

COOPER Lighting Solutions P550020EN page 2 October 20, 2021 9:31 AM

McGraw-Edison Impact Elite LED

Ordering Information

SAMPLE NUMBER: ISO-SATF-740-U-T3-BZ

Product Family	Light Engine Configuration	Drive Current	Color Temperature	Voltage	Distribution	Mounting	Finish
AP-Only	S4C1 Square	4.000A	727-700K, 2500K	120V/277V	T2-Type I	Blade/Arm for Round or Square Pole	AP-Only
Bay American Act Compliant	S4C1 Square	4.000A	727-700K, 2500K	120V/277V	T2-Type I	Blade/Arm for Round or Square Pole	Bay American Act Compliant
Bay American Act Compliant	S4C1 Square	4.000A	727-700K, 2500K	120V/277V	T2-Type I	Blade/Arm for Round or Square Pole	Bay American Act Compliant

COOPER Lighting Solutions P550049EN page 2 November 30, 2021 10:37 AM

McGraw-Edison GLEON Galleon

Energy and Performance Data

Supplemental Performance Guide

Nominal Power (Watts)	1	2	3	4	5	6	7	8	9	10
Input Current @ 120V (A)	0.58	1.16	1.71	2.31	2.94	3.56	4.09	4.71	5.34	5.87
Input Current @ 208V (A)	0.33	0.63	0.93	1.27	1.57	1.87	2.22	2.52	2.8	3.14
Input Current @ 240V (A)	0.29	0.55	0.81	1.10	1.35	1.61	1.83	2.16	2.41	2.71
Input Current @ 277V (A)	0.25	0.48	0.70	0.96	1.18	1.39	1.60	1.80	2.09	2.36
Input Current @ 347V (A)	0.20	0.39	0.57	0.78	0.96	1.15	1.36	1.54	1.72	1.92
Input Current @ 480V (A)	0.15	0.30	0.43	0.60	0.73	0.85	1.03	1.16	1.28	1.45

COOPER Lighting Solutions P550020EN page 5 October 20, 2021 9:31 AM

McGraw-Edison Impact Elite LED

Energy and Performance Data

View Impact Elite IES files

Light Squares (AP)	Cylinder (C) and Quarter Sphere (S)	Trapezoid (T) and Wedge (W)
350	450	600
800	1000	1200
350	450	600
800	1000	1200

COOPER Lighting Solutions P550049EN page 3 November 30, 2021 10:37 AM

PHOTOMETRIC FIXTURE SELECTION

Revisions: 07-09-23

Project No. 2021-027C
Date: December 28, 2021

Digitally signed by Kevin G. Carlson
Date: 2022.02.09 16:14:41 -05'00'
FL REG. NO. PR0046052

ENTIRE SHEET ADDED

COOPER Lighting Solutions P550049EN page 3 November 30, 2021 10:37 AM

ARCHITECTONICS Studio

architects • planners

Lic. # AA-0003347
2600 Dr. MLK Jr. Street N. Suite 600,
Tampa, FL 33607
info@architectonicsstudio.com
www.architectonicsstudio.com

Detroit Street Proposed Multi-Family Housing Community

Lake Worth Beach, Florida

spe1.2

KBA ENGINEERING, INC.

201 Flagship Dr, Suite 106, Lutz, FL 33549
813-909-1845 VOIC 813-909-0764 FAX
Florida Registry Number: 331835

Prepared by and return to:

Amber F. Williams
Jameson Pepple Cantu PLLC
2430 Estancia Blvd., Suite 114
Clearwater, FL 33761

SPECIAL WARRANTY DEED

THIS INDENTURE is made effective on October 19, 2020, by Seaglates Investment Co., a Florida Corporation ("**Grantor**"), whose mailing address is 15789 Cypress Chase Lane, Wellington, Florida 33414, and Pacific Land Holdings LLC, a Florida limited liability company ("**Grantee**"), whose mailing address is 5403 West Gray Street, Tampa, Florida 33609.

WITNESSETH:

Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration to it in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, and convey unto Grantee and its successors and assigns forever, that certain real property together with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest, estate, reversion, remainder and easement thereto belonging or in anywise appertaining (the "**Property**") in Palm Beach County, Florida, as more particularly described in **Exhibit A** attached hereto and made a part hereof.

Tax Parcel ID Nos. 38-43-44-20-14-002-0010 and 38-43-44-20-14-002-0390.

To have and to hold in fee simple forever.

SUBJECT to applicable land use and zoning restrictions and to easements, reservations and restrictions of record, which are specifically not reimposed or extended hereby, and to taxes for the year 2020 and subsequent years.

Grantor will warrant the title to the Property and will defend the same, against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

[Signatures on following page]

IN WITNESS WHEREOF, Grantor has executed this deed the day and year above written.

Signed in the presence of:

GRANTOR:

Janine Marano
Signature

Seaglades Investment Co., a Florida corporation

Janine Marano
Printed Name

By: R
Paul A. Krasker, Esq., its Authorized Representative

[Signature]
Signature

Stacey K. Mackenzie
Printed Name

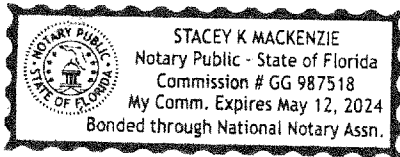
STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this October 16th, 2020 by Paul A. Krasker, Esq., as Authorized Representative of Seaglades Investment Co., a Florida corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification.

[Notary Seal]

[Signature]
(Signature of person taking acknowledgment)

Stacey K. Mackenzie
(Name typed, printed or stamped)



(Title or rank)

(Serial number, if any)

**EXHIBIT A
to
SPECIAL WARRANTY DEED**

Legal Description

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49 and 50, Block 2 of BUFFALO HEIGHTS, according to the Plat thereof as recorded in Plat Book 4, page 8, of the Public Records of Palm Beach County, Florida.

This is not a certified copy



December 28, 2020
 Revised October 5, 2021

Mr. William Waters
 City of LWB, Community Sustainability Director
 1900 Second Avenue North
 Lake Worth Beach, FL 33461

**RE: Lake Worth Beach Residential - TCEA
 Traffic Generation Statement
 Lake Worth, Florida
 Kimley-Horn #144159011**

Dear William:

As requested, Kimley-Horn and Associates, Inc. has completed a trip generation determination for the proposed redevelopment of the site located east of Congress Avenue, between Buffalo Street and Detroit Street in Lake Worth Beach, Florida (see *Figure 1*). The site is currently vacant, and the proposed redevelopment will result in a mid-rise multifamily development with 60 dwelling units. The Folio Numbers for the proposed site are 38-43-44-20-14-002-0390 and 38-43-44-20-14-002-0010.

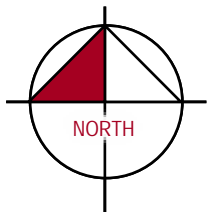
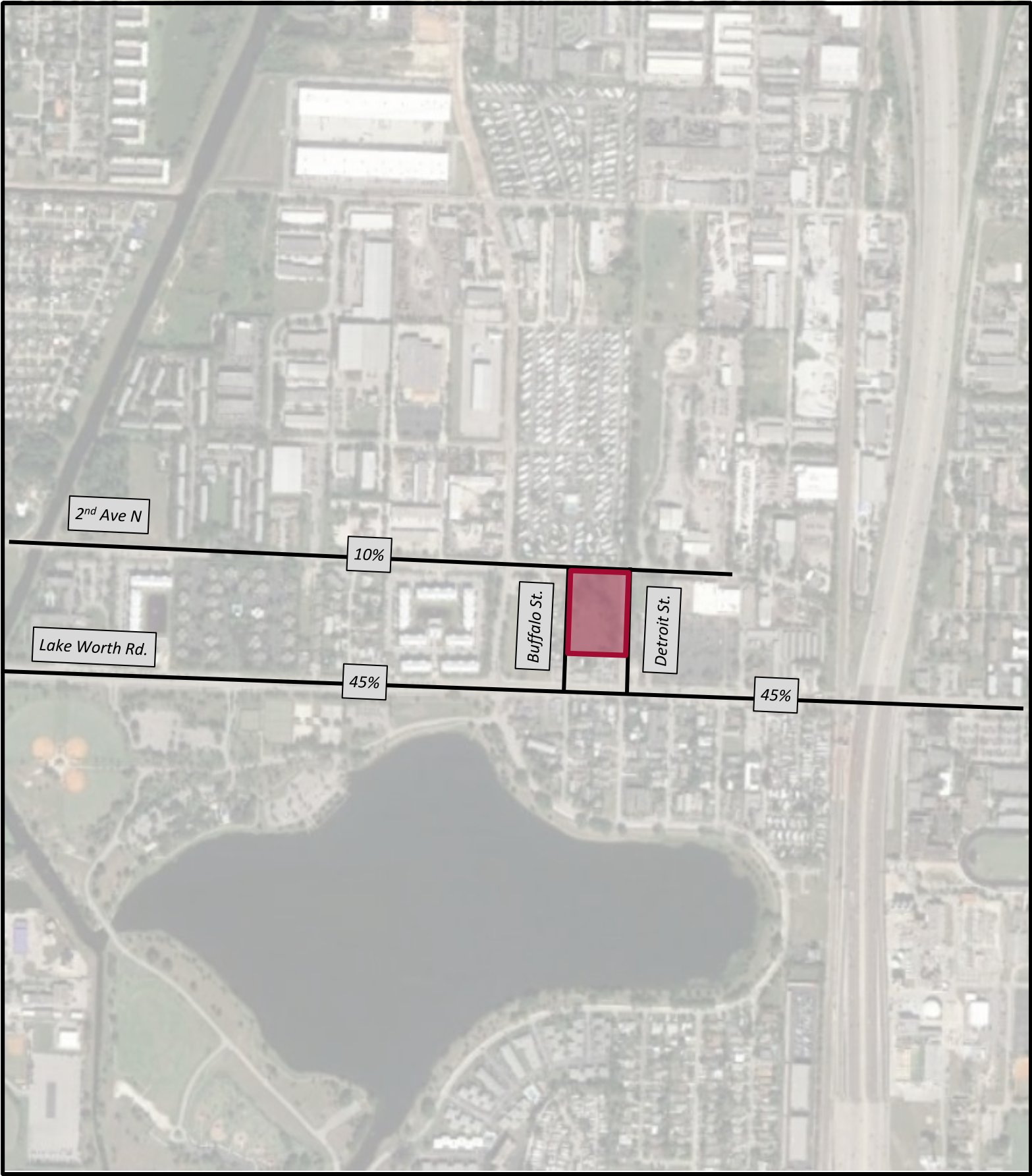
TRIP GENERATION DETERMINATION

A trip generation determination was prepared to determine the potential impacts of the proposed development. Rates and equations published by Palm Beach County, based on the Institute of Transportation Engineers (ITE) in the *Trip Generation Manual, 10th Edition*, were used to determine the trips generated by the proposed land use. Trip generation rates for Multi-Family Housing (Mid Rise) (Land Use 221) were used for the daily, AM peak hour and PM peak hour trip generation calculations for the proposed site development. Since the site is currently not generating any traffic, no credit was taken for existing trips. *Table 1* below summarizes the trip generation calculations for this project.

Table 1: Trip Generation Calculations

Land Use	Intensity	Daily Trips	AM Peak Hour			PM Peak Hour		
			Total	In	Out	Total	In	Out
Proposed Scenario								
Multifamily Mid-Rise	60 DU	326	22	6	16	26	16	10
	Subtotal	326	22	6	16	26	16	10
Pass-By Capture								
Multifamily Mid-Rise	0.0%	0	0	0	0	0	0	0
	Subtotal	0	0	0	0	0	0	0
Driveway Volumes		326	22	6	16	26	16	10
Net New External Trips		326	22	6	16	26	16	10
Proposed Net External Trips-Existing Net New External Trips		326	22	6	16	26	16	10
Radius of Development Influence:		0.5 miles						
<u>Land Use</u>	<u>Daily</u>	<u>AM Peak Hour</u>			<u>PM Peak Hour</u>		<u>Pass By</u>	
Multifamily Mid-Rise	5.44 trips/DU	0.36 trips/DU (26% in, 74% out)			0.44 trips/DU (61% in, 39% out)		0.0%	

As shown in Table 1, redevelopment of the proposed site results in an increase of 326 net new external weekday daily trips, an increase in 22 net new external weekday AM peak hour trip (+6 inbound, +16 outbound), and an increase in 26 new external weekday PM peak hour trips (+16 inbound, +10 outbound).



LEGEND

-  Site Location
-  Trafficways

FIGURE 1
 Lake Worth Residential TCEA
 KH #144159011
 Site Location

SIGNIFICANCE ANALYSIS

Based on the traffic generation for this site, it was determined that the radius of developmental influence for this project is .5 miles. The only major road network within the radius of developmental influence is the roadway link of Lake Worth Road from Congress Avenue to N A Street. The project traffic was added to this link to determine if it was significantly impacted. *Table 2* and *Table 3* summarize the AM peak hour and PM peak hour significance analysis, respectively.

Table 2: AM Peak Hour Significance Analysis

ROADWAY	FROM	TO	COMMITTED NUMBER OF LANES	LOS D GEN. SVC. VOLUME	PROJECT % ASSIGNMENT	NB/EB IN/OUT?	PROJECT TRIPS					
							AM PEAK HOUR					
							TRIPS		% IMPACT			
NB/EB	SB/WB	NB/EB	Sig?	SB/WB	Sig?							
Lake Worth Road	S Congress Avenue	Buffalo Street	4LD	1,960	45%	i	3	7	0.15%	No	0.36%	No
Lake Worth Road	Buffalo Street	Detroit Street	4LD	1,960	45%	i	3	7	0.15%	No	0.36%	No
Lake Worth Road	Detroit Street	N A Street	4LD	1,960	45%	o	7	3	0.36%	No	0.15%	No

Table 3: PM Peak Hour Significance Analysis

ROADWAY	FROM	TO	COMMITTED NUMBER OF LANES	LOS D GEN. SVC. VOLUME	PROJECT % ASSIGNMENT	NB/EB IN/OUT?	PROJECT TRIPS					
							PM PEAK HOUR					
							TRIPS		% IMPACT			
NB/EB	SB/WB	NB/EB	Sig?	SB/WB	Sig?							
Lake Worth Road	S Congress Avenue	Buffalo Street	4LD	1,960	45%	i	7	5	0.36%	No	0.26%	No
Lake Worth Road	Buffalo Street	Detroit Street	4LD	1,960	45%	i	7	5	0.36%	No	0.26%	No
Lake Worth Road	Detroit Street	N A Street	4LD	1,960	45%	o	5	7	0.26%	No	0.36%	No

As shown in the tables above, none of the links are significantly impacted due to project traffic and therefore no further link analysis is required.

DRIVEWAY CLASSIFICATION

Access to the site is proposed to be maintained via two proposed full-access driveways on Detroit Street. According to the Palm Beach County “Guide to Parking Lot and Street Access Design Criteria and Standards,” it is necessary to classify project driveways as minor, intermediate, or major according to the following criteria:

- Minor – services a maximum daily volume of 500 vehicles.
- Intermediate – services a daily volume ranging from 501 to 2000 vehicles.
- Major – services a daily volume of more than 2000 vehicles.

Figure 2 illustrates the project traffic volumes projected for the site driveways after full buildout. Using the above criteria, both driveways are classified as minor.

TURN LANE REQUIREMENTS

The Palm Beach County “Guide to Parking Lot and Street Access Design Criteria and Standards” provides guidance on the provision of turn lanes at site driveways. According to the standards noted in this document, the volume thresholds for providing exclusive turn lanes are as follows:

- Right-turn Lane – 75 peak hour right turns, with driveway volumes that exceed 1,000 trips per day, and average daily traffic volumes that exceed 10,000 vehicles per day.
- Left-turn Lane – 30 peak hour left turns

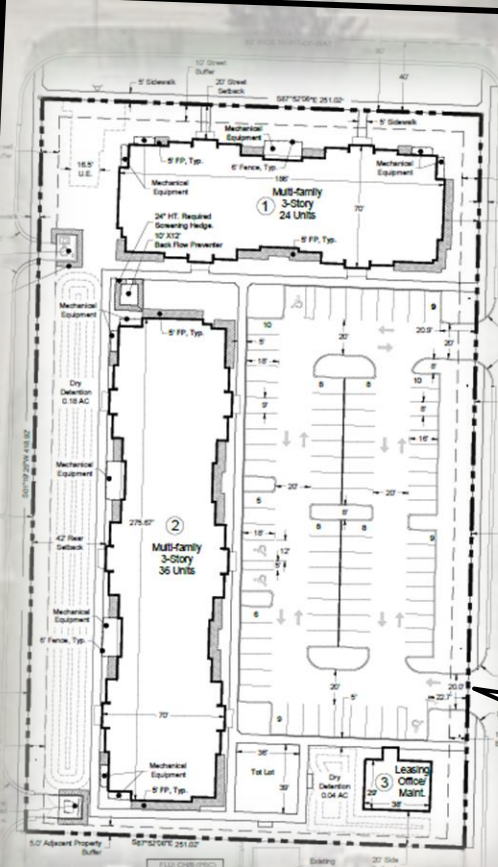
Based on these requirements, turn lanes are not required at any of the driveways.

2nd Ave N

Buffalo St.

Detroit St.

Lake Worth Rd.




Daily: 130

(2) 1	←	←
(2) 1	→	→
(3) 5	→	→
		← 2 (5)

Daily: 196

(0) 0	←	←
(0) 0	→	→
(6) 10	→	→
		← 4 (10)

LEGEND

-  Trafficways
- XX AM Peak Hour Trips
- (XX) PM Peak Hour Trips

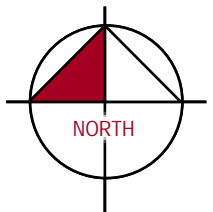


FIGURE 2
 Lake Worth Residential TCEA
 KH #144159011
 Driveway Volumes

CONCLUSION

Kimley-Horn and Associates has prepared a traffic study to evaluate the potential impact of development for a site located between Buffalo Street and Detroit Street, on the north side of Lake Worth Road in Lake Worth Beach, Florida. The site currently is currently vacant, and the proposed plan of development includes the addition of a 60 dwelling unit multifamily midrise apartment building. The site is in the Lake Worth Park of Commerce TCEA, and therefore residential trips are not deemed to be significant on the road network.

However, as shown in the analysis, the site meets the requirements of the Palm Beach County TPSO, without significantly impacting any of the surrounding links.

Please contact me via telephone at (561) 840-0874 or via e-mail at adam.kerr@kimley-horn.com should you have any questions regarding this evaluation.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Adam B. Kerr, P.E.
Transportation Engineer

Florida Registration
Number 64773
Certificate of Authorization
Registry No. 696

k:\wpb_tpto\1441\144159011 - detroit street\2021-10-5 lake worth tcea.docx

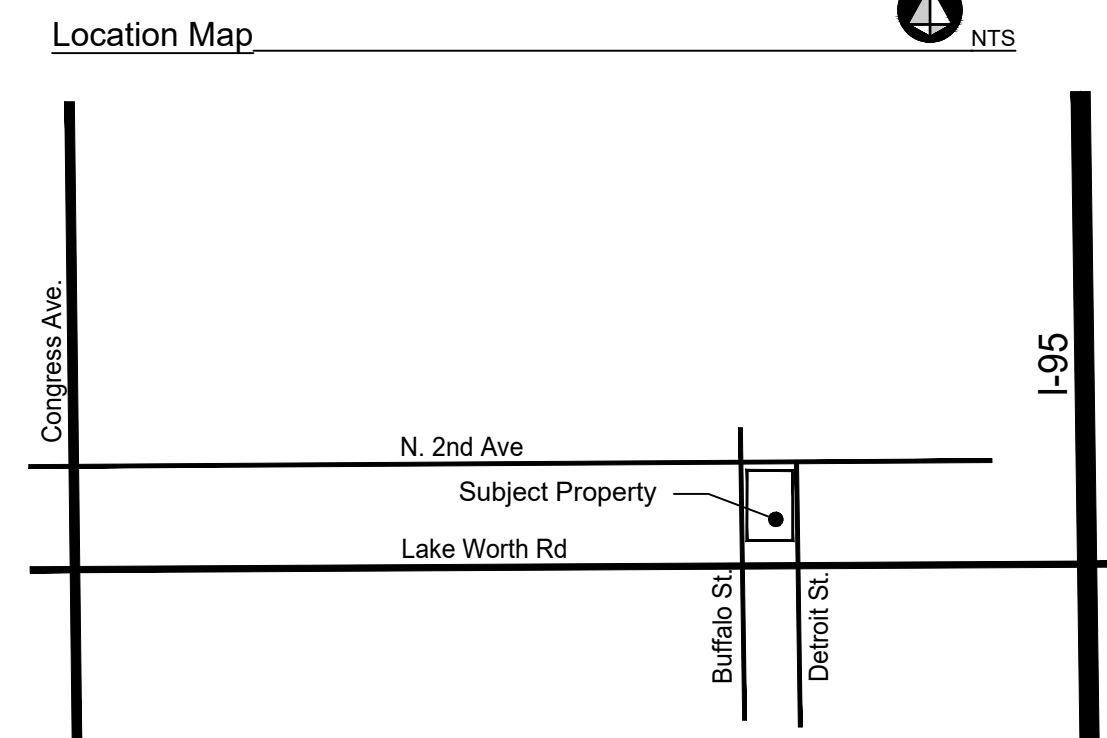
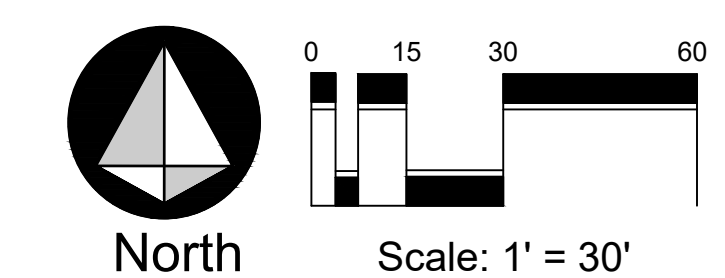
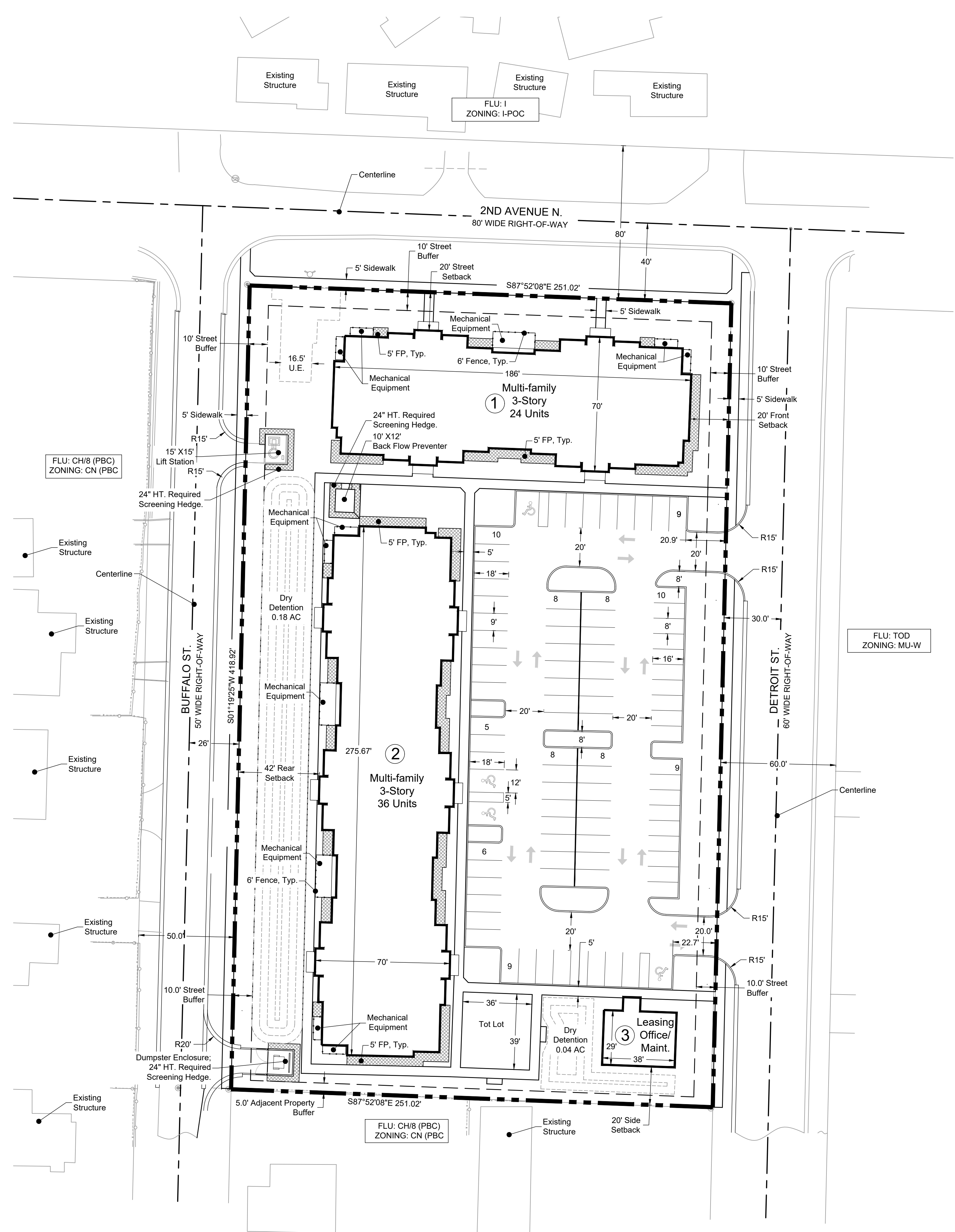
Site Data

Future Land Use	[Transit Oriented Development] TOD
Zoning District	[Mixed Use West] MU-W
Property Control Number	38-43-44-20-14-002-0010, 38-43-44-20-14-002-0390, 2.41 AC
Total Site Area	2.41 AC
Residential	
Housing Type	Multifamily
Total Dwelling Units	60 DU
Maximum Standard Density	30.0 DU/AC
Proposed Density	24.9 DU/AC
Unit Mix	
2 - Bedroom	24 Units
3 - Bedroom	36 Units
Parking Required	114 Spaces
2-Bedroom (1.75 Space/Dwelling Unit @ 24 Units)	42 Spaces
3-Bedroom (2 Space/Dwelling Unit @ 36 Units)	72 Spaces
Parking Proposed	90 Spaces
Handicap Required	4
Handicap Proposed	4
Maximum Impervious Area	65%
Proposed Impervious Area	62.7%
Maximum Ht (with SBIP)	65'-00"
Proposed Ht (with SBIP)	32'-4 7/8"
Maximum Wall Ht at Side Setback (with SBIP)	30'-00"
Proposed Wall Ht at Side Setback (with SBIP)	30'-00"
Water Management Tract Proposed	0.22 AC

MU-W Planned Development Property Development Regulations

Zoning MU-W	Minimum Lot Dimensions		Density ¹	FAR ²	Bldg. Cover	Minimum Setbacks			
	Size	Width				Front	Side	Street	Rear
Required	0.3 AC	100'	37.5 DU/AC	2.3	50%	20'	20'	20'	10'
Proposed	2.41 AC	251.02'	24.9 DU/AC	0.76	30%	20'	20'	20'	42'

¹ Base Density before SBIP = 30 DU/AC
² Base FAR before SBIP = 1.30



REVISIONS

06/21/21	Concierge Review
09/13/21	Submital

Site Plan

SCALE	AS SHOWN
DRAWN	KB/JR
CHECKED BY	JM
FILE	169-03-Detroit Lane - SP Sub
DATE	2021-09-13

Property Detail

Parcel Control Number: 38-43-44-20-14-002-0010	Location Address: 7 DETROIT ST
Owners: PACIFIC LAND HOLDINGS LLC	
Mailing Address: 5403 W GRAY ST, TAMPA FL 33609 1005	
Last Sale: OCT-2020	Book/Page#: 31849 / 1188 Price: \$1,250,000
Property Use Code: 1000 - VACANT COMMERCIAL	Zoning: MU-W - Mixed Use West (38-LAKE WORTH BEACH)
Legal Description: BUFFALO HEIGHTS LTS 1 TO 22 & 47 TO 50 INC BLK 2	Total SF: 0 Acres 1.8489

2020 Values (Current)

Improvement Value	\$0
Land Value	\$547,652
Total Market Value	\$547,652
Assessed Value	\$479,276
Exemption Amount	\$0
Taxable Value	\$479,276

2020 Taxes

Ad Valorem	\$11,771
Non Ad Valorem	\$344
Total Tax	\$12,115

2020 Qualified Exemptions

No Details Found

Applicants

No Details Found

All values are as of January 1st each year.

Building Footprint (Building 0)



Subarea and Square Footage (Building 0)

Description	Area	Sq. Footage
No Data Found.		

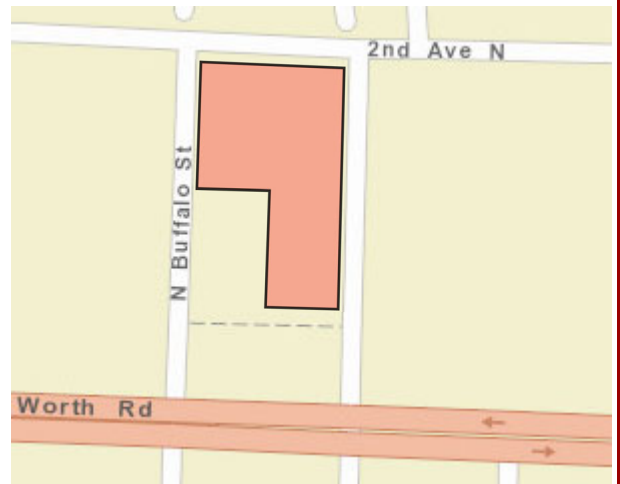
Extra Features

Description	Year Built	Unit
No Extra Feature Available		

Structural Details (Building 0)

Description

MAP



Property Detail

Parcel Control Number: 38-43-44-20-14-002-0390	Location Address: 26 BUFFALO ST
Owners: PACIFIC LAND HOLDINGS LLC	
Mailing Address: 5403 W GRAY ST, TAMPA FL 33609 1005	
Last Sale: OCT-2020	Book/Page#: 31849 / 1188 Price: \$1,250,000
Property Use Code: 1000 - VACANT COMMERCIAL	Zoning: MU-W - Mixed Use West (38-LAKE WORTH BEACH)
Legal Description: BUFFALO HEIGHTS LTS 39 TO 46 INC BLK 2	Total SF: 0 Acres 0.5803

2020 Values (Current)

Improvement Value	\$0
Land Value	\$171,897
Total Market Value	\$171,897
Assessed Value	\$150,435
Exemption Amount	\$0
Taxable Value	\$150,435

2020 Taxes

Ad Valorem	\$3,695
Non Ad Valorem	\$295
Total Tax	\$3,990

2020 Qualified Exemptions

No Details Found

Applicants

No Details Found

All values are as of January 1st each year.

Building Footprint (Building 0)



Subarea and Square Footage (Building 0)

Description	Area	Sq. Footage
No Data Found.		

Extra Features

Description	Year Built	Unit
No Extra Feature Available		






Structural Details (Building 0)

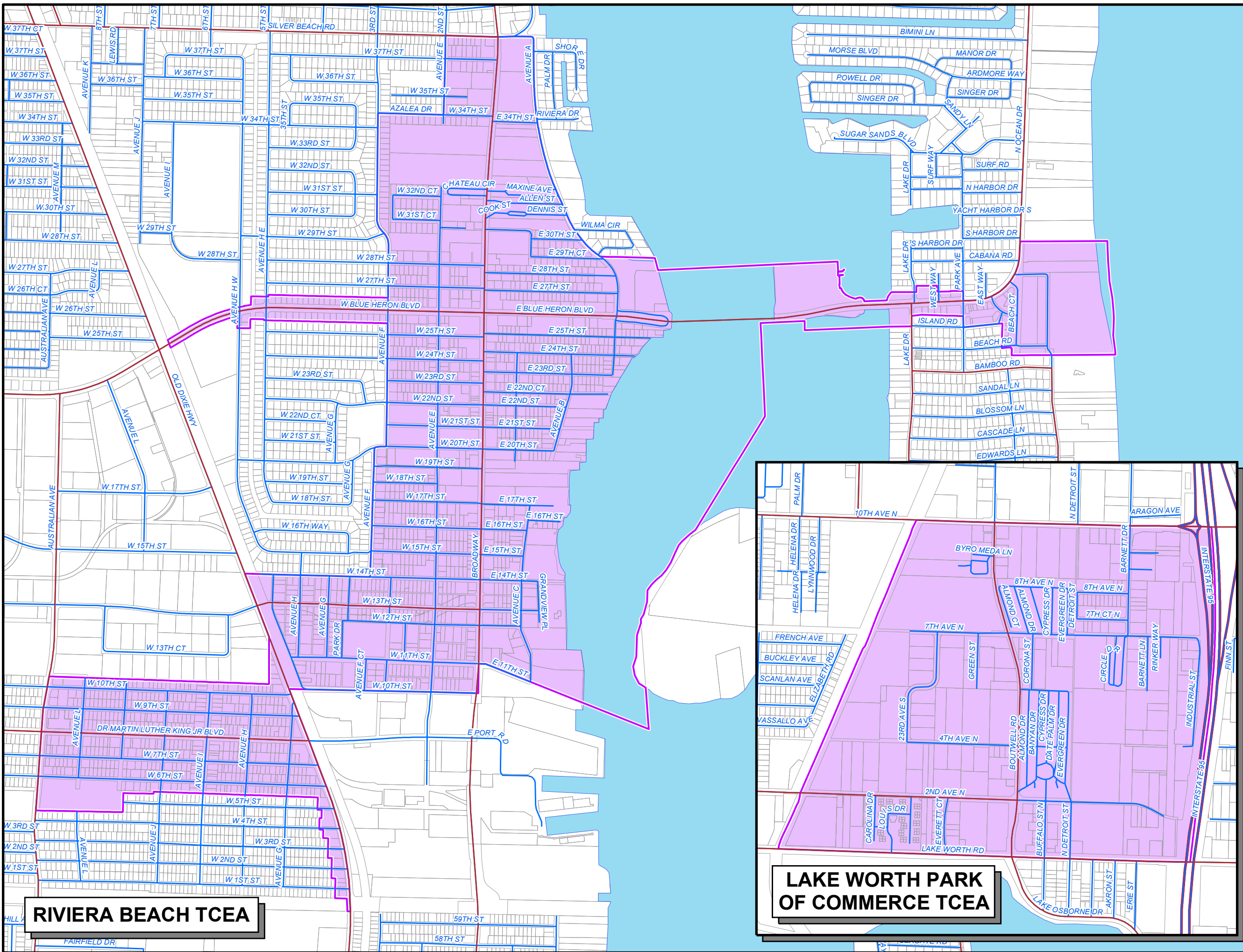
Description

MAP



MAP TE 15.3
TRAFFIC CONCURRENCY
EXCEPTION AREAS (TCEA's)
DETAILS 2

-  Traffic Concurrency Exception Areas (TCEA's) *
-  Interstate 95
-  Florida's Turnpike
-  Major Roads
-  Minor Roads



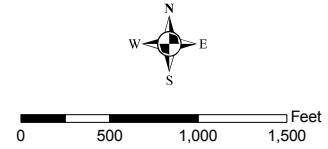
RIVIERA BEACH TCEA

LAKE WORTH PARK OF COMMERCE TCEA

* For Further Details Upon These Features, Please Refer To The Transportation Element Of The Comprehensive Plan
 SOURCES: PBC Planning Division
 Last Amended In Round 05-1 by Ord. 2005-023



PALM BEACH COUNTY
COMPREHENSIVE PLAN
MAP SERIES



0 500 1,000 1,500 Feet

Effective Date: 11/01/05
 Filename: N:\Map Series\MXDs\Adopted
 Contact: PBC Planning Dept.



October 20, 2021

Adam B. Kerr, P.E.
Kimley-Horn and Associates, Inc.
1920 Wekiva Way, Suite 200
West Palm Beach, FL 33411

**RE: Lake Worth Beach Residential - TCEA
Project #: 211006
Traffic Performance Standards (TPS) Review**

Dear Mr. Kerr:

The Palm Beach County Traffic Division has reviewed the above referenced project Traffic Impact Statement, dated October 5, 2021, pursuant to the Traffic Performance Standards in Article 12 of the Palm Beach County (PBC) Unified Land Development Code (ULDC). The project is summarized as follows:

Municipality:	Lake Worth Beach
Location:	SWC of 2 nd Avenue N and Detroit Street
PCN:	38-43-44-20-14-002-0010/-0390
Access:	Two access driveway connections onto Detroit Street <u>(As used in the study and is NOT necessarily an approval by the County through this TPS letter)</u>
Existing Uses:	Vacant
Proposed Uses:	Mid-rise Multi-Family Residential = 60 DUs
New Daily Trips:	326
New Peak Hour Trips:	22 (6/16) AM; 26 (16/10) PM
Build-out:	December 31, 2023

Based on our review, the Traffic Division has determined the proposed development is within the City of Lake Worth Beach Traffic Concurrency Exception Area (TCEA); therefore, it is exempt from the TPS of Palm Beach County.

Please note the receipt of a TPS approval letter does not constitute the review and issuance of a Palm Beach County Right-of-Way (R/W) Construction Permit nor does it eliminate any requirements that may be deemed as site related. For work within Palm Beach County R/W, a detailed review of the project will be provided upon submittal for a R/W permit application. The project is required to comply with all Palm Beach County standards and may include R/W dedication.

No building permits are to be issued by the City after the build-out date specified above. The County traffic concurrency approval is subject to the Project Aggregation Rules set forth in the Traffic Performance Standards Ordinance.



Adam B. Kerr, P.E.
October 20, 2021
Page 2

**Department of Engineering
and Public Works**

P.O. Box 21229
West Palm Beach, FL 33416-1229
(561) 684-4000
FAX: (561) 684-4050
www.pbcgov.com



**Palm Beach County
Board of County
Commissioners**

- Dave Kerner, Mayor
- Robert S. Weinroth, Vice Mayor
- Maria G. Marino
- Gregg K. Weiss
- Maria Sachs
- Melissa McKinlay
- Mack Bernard

County Administrator

Verdenia C. Baker

The approval letter shall be valid no longer than one year from date of issuance, unless an application for a Site Specific Development Order has been approved, an application for a Site Specific Development Order has been submitted, or the approval letter has been superseded by another approval letter for the same property.

If you have any questions regarding this determination, please contact me at 561-684-4030 or email QBari@pbcgov.org.

Sincerely,

Quazi Bari, P.E., PTOE
Manager – Growth Management
Traffic Division

QB:HA:qg

ec: Erin Fitzhugh Sita, AICP, Assistant Director-Planning, Zoning, & Preservation Community Sustainability Department, City of Lake Worth Beach
Hanane Akil, P.E., Project Coordinator II, Traffic Division
Steve Bohovsky, Technical Assistant III, Traffic Division

File: General - TPS - Mun - Traffic Study Review
F:\TRAFFIC\H\MUNICIPALITIES\APPROVALS\2021\211006 - LAKE WORTH BEACH RESIDENTIAL - TCEA.DOCX

"An Equal Opportunity
Affirmative Action Employer"



First American

Commitment

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 2061-5692786

AMERICAN LAND TITLE ASSOCIATION COMMITMENT FOR TITLE INSURANCE

Issued By

First American Title Insurance Company

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, *First American Title Insurance Company*, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Issued through:
Jameson Pepple Cantu PLLC

First American Title Insurance Company

Dennis J. Gilmore, President

Greg L. Smith, Secretary

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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First American

Schedule A

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 2061-5692786

Transaction Identification Data for reference only:

Issuing Agent: Jameson Pepple Cantu PLLC

Issuing Office:

Issuing Office's ALTA® Registry ID:

Loan ID Number:

Commitment Number:

Issuing Office File Number: Pacific Land Holdings LLC

Property Address: 7 DETROIT ST, LAKE WORTH, FL 33461-4803

Revision Number:

SCHEDULE A

1. Commitment Date: October 25, 2021 @ 8:00 AM
2. Policy to be issued:
 - (a) 2006 ALTA® Owner's Policy
Proposed Insured: Pacific Land Holdings LLC, a Florida limited liability company
Proposed Policy Amount: \$1,000.00
 - (b) 2006 ALTA® Loan Policy
Proposed Insured: TBD and each successor and/or assign that is a successor in ownership of the Indebtedness, except as provided in Section 12(c) of the Conditions.
Proposed Policy Amount: \$ 1,000.00
 - (c) ALTA ® Policy
Proposed Insured: N/A
Proposed Policy Amount: \$ 0.00
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple
4. The Title is, at the Commitment Date, vested in:
Pacific Land Holdings LLC, a Florida limited liability company
5. The Land is described as follows:
See Exhibit "A" attached hereto and made a part hereof

Jameson Pepple Cantu PLLC

By: _____
Authorized Signatory

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First American

Schedule BI

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 2061-5692786

Issuing Office File Number: Pacific Land Holdings LLC

SCHEDULE B-I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Mortgage to be executed by Pacific Land Holdings LLC, a Florida limited liability company, in favor of the Proposed Insured Lender, encumbering the lands described in Schedule A.
5. With regard to Pacific Land Holdings LLC, a Florida limited liability company, the following is required:
 - a. Satisfactory evidence must be furnished showing that said limited liability company is currently in good standing. (Note) Proof of the issuance of the Certificate of Organization by the Secretary of State in the event said company was formed prior to October 1, 1993.
 - b. A certified copy of the Articles of Organization and Operating Agreement must be furnished and the Company reserves the right to make additional requirements and/or exceptions upon review of same.

- or -

Record in the public records of Palm Beach County, Florida, a Certificate from the keeper of the records of the company certifying:

- i. Whether the management of the company is/was vested in the members or in the manager(s);

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- ii. The names and positions, if any, that the managing members have/had or the names of the then active manager(s) of the company, on the date of the deed/mortgage to be insured or of a previously recorded deed.
 - c. Affidavit from the managing member or the manager(s), whichever is applicable, confirming that there has been no dissolution of the company resulting from transfers of member's interest, or otherwise.
 - d. Satisfactory evidence must be furnished showing that all of the corporate managing members are in good standing in their state(s) of organization.
6. Redemption of 2021 Tax Certificate Nos. 2021:12706 and 2021:121707, for 2020 ad valorem taxes.
 7. Evidence of the payment of ad valorem taxes for the year(s) 2021.
 8. This transaction may be subject to a Geographic Targeting Order ("GTO") issued pursuant to the Bank Secrecy Act. Information necessary to comply with the GTO must be provided prior to the closing. This transaction will not be insured until this information is submitted, reviewed and found to be complete.
 9. As provided in the commitment jacket, this commitment is only effective when the identity of the proposed insured and/or the amount of the policy committed for have been inserted in Schedule A by the Company. The Company reserves the right to make additional requirements and/or exceptions once the name of the proposed insured and amount of policy have been inserted.

NOTE: Because the land appears of record to be unencumbered, the Company requires that the affirmative declarations of the title affidavit, which includes a representation that there are no mortgages or other liens against the land whether recorded or not recorded, be properly emphasized before execution. Just as in all transactions, every seller/borrower must be encouraged to disclose any off record encumbrance, lien, or other matter that may affect title before the Company is willing to rely upon the representations contained within the title affidavit.

Note: The following is for informational purposes only and is given without assurance or guarantee: 2021 taxes show **UNPAID**. The gross amount is \$13,154.31 for Tax Identification No. 38-43-44-20-14-002-0010 (as to Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 47, 48, 49 and 50), and are due and payable as of November 1, 2021.

Note: The following is for informational purposes only and is given without assurance or guarantee: 2021 taxes show **UNPAID**. The gross amount is \$4,315.50 for Tax Identification No. 38-43-44-20-14-002-0390 (as to Lots 39, 40, 41, 42, 43, 44, 45 and 46) , and are due and payable as of November 1, 2021.

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First American

Schedule BII

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 2061-5692786

SCHEDULE B-II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any rights, interests, or claims of parties in possession of the land not shown by the public records.
3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.
4. Any lien, for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.
5. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.
6. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy.
7. INTENTIONALLY DELETED.
8. Taxes and assessments for the year 2022 and subsequent years, which are not yet due and payable.

NOTES FOR STANDARD EXCEPTIONS: Standard Exceptions for parties in possession, for mechanics liens, and for taxes or special assessments not shown as liens in the public records shall be deleted

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upon receipt of an acceptable Non-Lien and Possession Affidavit establishing who is in possession of the lands, that there are no liens or encumbrances upon the lands other than as set forth in the Commitment, that no improvements to the lands have been made within the past 90 days or are contemplated to be made before closing that will not be paid in full, and that there are no unrecorded taxes or assessments that are not shown as existing liens in the public records. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said affidavit.

Standard Exception(s) for questions of survey may be deleted upon receipt and review of a properly certified Survey meeting the Florida Minimum Technical Standards for all land surveys dated no more than 90 days prior to closing or such other proof as may be acceptable to the Company. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said survey or proof.

Note: All of the recording information contained herein refers to the Public Records of PALM BEACH County, Florida, unless otherwise indicated. Any reference herein to a Book and Page or Instrument Number is a reference to the Official Record Books of said county, unless indicated to the contrary.

Searched by: Brenda Waldecker/ bwaldecker@firstam.com

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First American

Notices - Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company, Attention: Claims Department, 1 First American Way, Santa Ana, CA 92707 (claims.nic@firstam.com).

Service, Quality and Availability

First American Title Insurance Company cares about its customers and their ability to obtain information and service on a convenient, timely and accurate basis. A qualified staff of service representatives is dedicated to serving you. A toll-free number is available for your convenience in obtaining information about coverage and to provide assistance in resolving complaints at 1-800-854-3643. Office hours are from 8:30 a.m. through 5:30 p.m. PST Monday through Friday.

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First American

First American Title Insurance Company
8605 Largo Lakes Dr., Suite 100
Largo, FL 33773
Phn - (727)549-3200
Fax - (866)265-4386

11/05/2021

Re: File #2061-5692786

Property Address: 7 DETROIT ST, LAKE WORTH, FL 33461-4803

REISSUE CREDIT NOTICE

Issued by

First American Title Insurance Company

YOU MAY BE ENTITLED TO A REDUCED PREMIUM FOR TITLE INSURANCE IF THIS OFFICE IS PROVIDED WITH A PRIOR OWNER'S POLICY INSURING THE SELLER OR MORTGAGOR IN THE CURRENT TRANSACTION.

The purpose of this letter is to provide you with important information regarding the title insurance premium that has been or will be charged in connection with this transaction.

Eligibility for a discounted title insurance premium will depend on:

REFINANCE TRANSACTIONS:

To qualify for a reduced premium for title insurance you must provide our office with a copy of your prior owner's policy of title insurance insuring your title to the above-referenced property.

SALES TRANSACTIONS:

To qualify for a reduced premium for title insurance you must provide our office with a copy of your (or your seller's) prior owner's policy of title insurance insuring your title to the above referenced property. The effective date of the prior owner's policy must be less than three years old or the property insured by the policy must be unimproved (except roads, bridges, drainage facilities and utilities are not considered improvements for this purpose).

To qualify for the reduced rate, you or your representative may hand deliver, mail or fax a copy of the prior owner's policy of title insurance to your First American issuing agent conducting your settlement prior to closing, although we will accept the prior policy up to 5 working days after the closing date of your transaction.

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First American

Exhibit A

ISSUED BY

First American Title Insurance Company

File No: 2061-5692786

Issuing Office File Number: Pacific Land Holdings LLC

The land referred to herein below is situated in the County of PALM BEACH, State of Florida, and described as follows:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49 and 50, in Block 2, of BUFFALO HEIGHTS, according to the Plat thereof as recorded in Plat Book 4, Page 8, of the public records of Palm Beach County, Florida.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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**DRAINAGE REPORT
FOR
SOUTHPORT DETROIT STREET
City of Lake Worth Beach
February 4, 2022**



Location:

The 2.41 acre project site is located within the City of Lake Worth Beach (LWB), Florida; Section 20, Township 44 South, Range 43 East. The project site consists of two adjacent lots located at 7 Detroit Street and 26 Buffalo Street. The site is bounded on the north by 2nd Avenue North, on the east by Detroit Street, the west by Buffalo Street and to the south by commercial and residential properties. The site is approximately 160 feet north of Lake Worth Road. Buffalo Street, Detroit Street and 2nd Avenue North are owned maintained by the City of Lake Worth Beach.

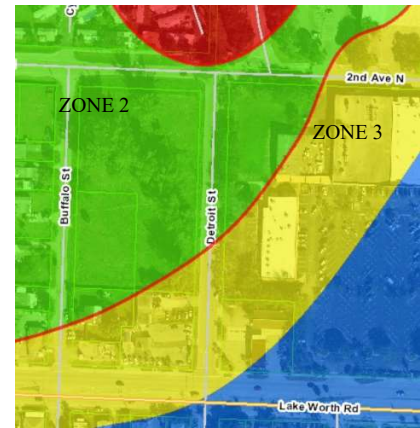
The Property Control Numbers (PCN) for the property are 38-43-44-20-14-002-0390 and 38-43-44-20-14-002-0010.

A topographic survey prepared by Engenuity Group, Inc. was provided for use during the preparation of this report and for on-site storm drainage analysis and adjacent roadway drainage and driveway review. Drainage facilities were only partially identified on Detroit Street because certain structures were not accessible during the survey field work. Additional information has been obtained from other construction plans in the area to further identify or clarify the existing drainage systems in the area.

Wellfield Protection Zone:

The property is located within Wellfield Protection Zone 2 which will impact the site civil design for the project in three ways:

1. All new sanitary sewer mains within this zone shall have to be constructed and tested with pressure pipe.
2. Exfiltration trench systems are prohibited within zone 2.
3. Potable water will be required for irrigation.



FEMA Flood Data:

The property is located within Zone X (Area of Minimal Flood Hazard) in accordance with the FEMA Flood Insurance Rate Maps for Palm Beach County, effective October 5th, 2017. It should be noted that Lake Osborn is located within flood zone AE 12.0, with a base flood elevation of 12.0' NAVD. The proposed finished floor elevation for this project has been assumed at this time to be 1.5' above the FEMA elevation (elevation 13.5' NAVD)

Conceptual Stormwater Management Analysis:

The purpose of this analysis is to review the regulatory criteria for the site regarding legal positive outfall, maximum allowable discharge, water quality treatment and required stormwater attenuation for the proposed project based upon the site plan provided.

Existing Conditions:

The project site is located within the C-16 basin of the South Florida Water Management District (SFWMD) and the Lake Worth Drainage District (LWDD). Currently there are no formal stormwater management facilities located on site. Stormwater runoff generated onsite sheet flows to the east and ultimately drains offsite into the adjacent roadways systems via overland flow.

The Detroit Street Drainage System consists of inlets and culverts that convey stormwater runoff to Lake Osborn via an existing 72" culvert. The topographic survey did not locate this pipe and we have assumed the pipe exists based on information from the City and Palm Beach County. The topographic survey for the project site located an inlet within Detroit Street with a 15" RCP running west within the project site, however no stormwater inlet was found within the project site or within Buffalo Street. Based on review of construction plans for modification to Detroit Street, it was discovered that the 15" RCP running west was a short run of exfiltration trench that was apparently installed to provide some water quality treatment for the roadway.

There are roadside swales within Buffalo Street with no apparent positive outfall location. There is a roadway drainage system within 2nd Avenue North that was permitted with the SFWMD. The drainage system on 2nd Avenue was not designed for runoff from the project site.

Legal Positive Outfall:

Based on conversations with LWB, the project site can discharge into the Detroit Street Drainage system and ultimately into Lake Osborn / C-16 Drainage Basin. The C-16 drainage basin has an allowable discharge of 62.6 cubic feet per square mile during a 25 year – 3 day design event.

Water Quality Treatment:

The project site must be designed to provide water quality treatment in accordance with SFWMD, LWDD and LWB requirements. As the site discharges into Lake Osborn and Lake Osborn is designated as a nutrient impaired water body, the site will have to demonstrate that the post development stormwater runoff will result in an overall net reduction in nutrient loadings. In addition to nutrient loading reduction, the site will also have to retain the runoff generated by the 3 year - 1 hour storm event, per LWB requirements. Note that this retention requirement will exceed the retention requirements of the SFWMD and LWDD for water quality treatment.

Stormwater Attenuation:

The majority of the project site is located within Wellfield Protection Zone 2 which prohibits the use of exfiltration trench or similar systems that rely on percolation through a closed system. The site will be designed to provide stormwater treatment and attenuation within dry detention areas, swales and within the onsite parking areas.

Proposed Conditions and Stormwater Analysis:

The proposed project consists of a 60 unit multi-family residential development. Two residential buildings are proposed with a separate leasing/office center, common areas and on grade parking with access to Detroit Street.

The proposed stormwater management system improvements will consist of inlets and culverts to direct stormwater runoff to proposed dry detention areas along the south and west sides of the site and swales around the north and east sides of the site where water quality treatment and attenuation will be provided prior to discharge through a drainage control structure into the Detroit Street drainage system.

The grading for the site has been assumed as follows.

Dry detention area	Bottom elevation 9.00'
Open space around building	Varies from 11.5' to 13.00'
Parking area	Varies from 12.0' to 13.00'

Preliminary flood routing calculation were performed to evaluate the proposed stormwater managements system based on the 3, 5, 10, 25 and 100 year design events.

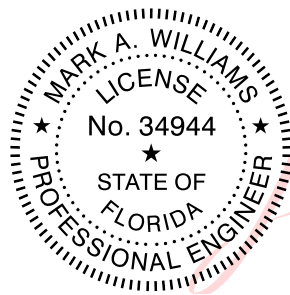
The flood stages during the storm events for the 3, 5, 10, 25 and 100 year rainfall events are as follows based on the preliminary flood routing calculations.

<u>STORM EVENT</u>	<u>ELEVATION (NAVD)</u>
3 year – one hour (2.9” of rain)	11.47’
5 year – one day storm (6.5” of rain)	11.79’
10 year – one day storm (7.5” of rain)	12.07’
25 year – three day storm (12.5” of rain)	12.79’
100 year – three day storm (16.0” of rain)	13.58’

The drainage outfall control structure will be designed to retain stormwater in the detention area up to elevation 11.47’ to meet the LWB retention requirements for the 3 year – one hour storm event. The control structure will include a weir plate inside the structure with a 6” x 6” inverted triangular bleeder at elevation 10.60’ and a 3’ long weir crest at elevation 13.00’ to regulate discharge during the 25 year storm.

Prepared by:

Mark Williams, P.E.
Senior Vice President



Digitally signed by Mark A Williams
DN: c=US, o=KESHAVARZ AND ASSOCIATES, dnQualifier=A01410C0000017CE0F48E8D00003F7F, cn=Mark A Williams
Date: 2022.02.04 14:32:33 -05'00'

KESHAVARZ & ASSOCIATES, INC.

711 North Dixie Highway, Suite 200
 West Palm Beach, Florida 33401
 phone: (561) 689-8600
 fax: (561) 689-7476



Southport Detroit Street
 Project Number: 20-1342

SURFACE WATER MANAGEMENT CALCULATIONS
 2 4 22

BASIN #	PROPOSED CONDITIONS						
TOTAL AREA	2.41	ACRES					
LAND USES	TYPE	AREA (ACRES)	IMPERVIOUS ROOF (ACRES)	PAVE (ACRES)	SWM (ACRES)	PERVIOUS (ACRES)	CHECK (ACRES)
	DETENTION AREA	0.200	---	---	---	0.200	0.200
	OPEN SPACE	0.840	---	---	---	0.840	0.840
	PARKING	0.700	---	0.000	---	0.700	0.700
	SIDEWALKS	0.077	---	0.077	---	0.000	0.077
	COVERED PARKING	0.000	---	0.000	---	0.000	0.000
	BUILDING	0.590	0.590	---	---	0.000	0.590
	SUBTOTALS		0.590	0.077	0.000		
	TOTALS	2.407			0.667	1.740	2.407
	% IMPERVIOUS / PERVIOUS		27.7%	/		72.3%	

AREAS AVAIL FOR STORAGE	AREA (ACRES)	TYPE	BEGIN (FT)	END (FT)	WEIGHTED AV (ACRES)	AVG GRADE
1 DETENTION BOTTOM	0.020	V	9.0	9.0	0.18	
2 DETENTION SLOPE	0.180	L	9.0	12.0	1.89	
3 PARKING	0.700	L	12.0	13.0	8.75	
4 SIDEWALKS	0.077	L	12.5	13.5	1.00	
5 PARKING NORTH	0.000	L	12.0	13.0	0.00	
6 PARKING SOUTH	0.000	L	12.0	13.0	0.00	
7 SWALE (E-W)	0.000	L	11.5	13.0	0.00	
8 SWALE (N)	0.000	L	12.4	13.3	0.00	
9 OPEN SPACE	0.840	L	12.0	13.3	10.61	
AVG EST. PERVIOUS LESS DETENTION BOT.	1.817				22.426	12.34

SOIL STORAGE	AVERAGE PERVIOUS GROUND ELEV. (FT)	12.3
	SOIL TYPE (COASTAL, FLATWOODS, OR DEPRESSIONAL)	FLATWOODS
	WET SEASON WATER TABLE ELEVATION (FT)	7.5
	DEPTH TO WATER TABLE (FT)	4.8
	S = COMPACTED STORAGE * % PERVIOUS	
	COMPACTED STORAGE (INCHES) =	6.75
	S (PRO-RATED BASED ON PERV. AREA) =	4.88
	CN (CURVE NUMBER) = 1000 / (10+ S)	
	CN =	67

RETENTION REQUIREMENTS	3YR-1HR, MAX STAGE CALCULATIONS, ZERO DISCHARGE
	RUNOFF = ((P-(0.2*S))^2 / (P+(0.8*S)))
	P, 3 YR - 1 HOUR RAINFALL (INCHES) =
	S, SOIL STORAGE (INCHES) =
	RUNOFF (INCHES) =
	RUNOFF (AC-FT) =
	STAGE IN BASIN =
	(see attached Stage-Storage calculations)

KESHAVARZ & ASSOCIATES, INC.
 711 North Dixie Highway, Suite 200
 West Palm Beach, Florida 33401
 phone: (561) 689-8600
 fax: (561) 689-7476



Southport Detroit Street
 Project Number: 20-1342

STAGE - STORAGE TABULATIONS
 4-Feb-22

PROPOSED STORAGE				
	Area (ac)	Type of Storage	Lowest Elevation	Highest Elevation
DETENTION BOTTOM	0.02	V	9.00	9.00
DETENTION SLOPE	0.18	L	9.00	12.00
PARKING	0.70	L	12.00	13.00
SIDEWALKS	0.08	L	12.50	13.50
OPEN SPACE	0.84	L	12.00	13.25

STAGE (ft)	DETENTION BOTTOM STORAGE (ac-ft)	DETENTION SLOPE STORAGE (ac-ft)	PARKING STORAGE (ac-ft)	SIDEWALKS STORAGE (ac-ft)	OPEN SPACE STORAGE (ac-ft)	TOTAL STORAGE (ac-ft)
9.00	0.000	0.000	0.000	0.000	0.000	0.000
9.50	0.010	0.008	0.000	0.000	0.000	0.018
10.00	0.020	0.030	0.000	0.000	0.000	0.050
10.50	0.030	0.068	0.000	0.000	0.000	0.098
11.00	0.040	0.120	0.000	0.000	0.000	0.160
11.50	0.050	0.188	0.000	0.000	0.000	0.238
12.00	0.060	0.270	0.000	0.000	0.000	0.330
12.50	0.070	0.360	0.088	0.000	0.084	0.602
13.00	0.080	0.450	0.350	0.010	0.336	1.226
13.50	0.090	0.540	0.700	0.039	0.756	2.125
14.00	0.100	0.630	1.050	0.077	1.176	3.033
14.50	0.110	0.720	1.400	0.116	1.596	3.942
15.00	0.120	0.810	1.750	0.154	2.016	4.850

==== Basins =====

Name: Site Node: Site Status: Onsite
 Group: BASE Type: SCS Unit Hydrograph CN

Unit Hydrograph: Uh256 Peaking Factor: 256.0
 Rainfall File: Storm Duration(hrs): 0.00
 Rainfall Amount(in): 0.000 Time of Conc(min): 30.00
 Area(ac): 2.414 Time Shift(hrs): 0.00
 Curve Number: 67.00 Max Allowable Q(cfs): 999999.000
 DCIA(%): 0.00

==== Nodes =====

Name: Outfall Base Flow(cfs): 0.000 Init Stage(ft): 7.500
 Group: BASE Warn Stage(ft): 15.000
 Type: Time/Stage

Time(hrs)	Stage(ft)
0.00	7.500
50.00	11.000
60.00	11.420
70.00	11.470
100.00	8.500

Name: Site Base Flow(cfs): 0.000 Init Stage(ft): 9.000
 Group: BASE Warn Stage(ft): 15.000
 Type: Stage/Volume

Stage(ft)	Volume(af)
9.000	0.0000
9.500	0.0180
10.000	0.0500
10.500	0.0980
11.000	0.1600
11.500	0.2380
12.000	0.3300
12.500	0.6020
13.000	1.2260
13.500	2.1250
14.000	3.0330
14.500	3.9420
15.000	6.5660

==== Drop Structures =====

Name: Control From Node: Site Length(ft): 40.00
 Group: No Q To Node: Outfall Count: 1

UPSTREAM	DOWNSTREAM	Friction Equation: Automatic
Geometry: Circular	Circular	Solution Algorithm: Most Restrictive
Span(in): 15.00	15.00	Flow: None
Rise(in): 15.00	15.00	Entrance Loss Coef: 0.000
Invert(ft): 9.500	9.400	Exit Loss Coef: 1.000
Manning's N: 0.012000	0.012000	Outlet Ctrl Spec: Use dc or tw
Top Clip(in): 0.000	0.000	Inlet Ctrl Spec: Use dc

Bot Clip(in): 0.000 0.000 Solution Incs: 10

Upstream FHWA Inlet Edge Description:
 Circular Concrete: Square edge w/ headwall

Downstream FHWA Inlet Edge Description:
 Circular Concrete: Square edge w/ headwall

*** Weir 1 of 1 for Drop Structure Control ***

TABLE

Count: 1	Bottom Clip(in): 0.000
Type: Vertical: Mavis	Top Clip(in): 0.000
Flow: Both	Weir Disc Coef: 3.200
Geometry: Circular	Orifice Disc Coef: 0.600
Span(in): 3.00	Invert(ft): 9.800
Rise(in): 3.00	Control Elev(ft): 7.500

Name: Control	From Node: Site	Length(ft): 40.00
Group: LWDD Bleeder	To Node: Outfall	Count: 1

UPSTREAM	DOWNSTREAM	Friction Equation: Automatic
Geometry: Circular	Circular	Solution Algorithm: Most Restrictive
Span(in): 15.00	15.00	Flow: Both
Rise(in): 15.00	15.00	Entrance Loss Coef: 0.000
Invert(ft): 9.500	9.400	Exit Loss Coef: 1.000
Manning's N: 0.012000	0.012000	Outlet Ctrl Spec: Use dc or tw
Top Clip(in): 0.000	0.000	Inlet Ctrl Spec: Use dc
Bot Clip(in): 0.000	0.000	Solution Incs: 10

Upstream FHWA Inlet Edge Description:
 Circular Concrete: Square edge w/ headwall

Downstream FHWA Inlet Edge Description:
 Circular Concrete: Square edge w/ headwall

*** Weir 1 of 1 for Drop Structure Control ***

TABLE

Count: 1	Bottom Clip(ft): 0.000
Type: Vertical: Mavis	Top Clip(ft): 0.000
Flow: Both	Weir Disc Coef: 3.200
Geometry: Trapezoidal	Orifice Disc Coef: 0.600
Bottom Width(ft): 0.00	Invert(ft): 10.600
Left Sd Slp(h/v): 0.50	Control Elev(ft): 10.600
Right Sd Slp(h/v): 0.50	Struct Opening Dim(ft): 0.50

==== Hydrology Simulations =====

Name: 003_024
 Filename: P:\20-1342 Southport Detroit Street\KA ENG\Calcs\ICPR\003_024.R32

Override Defaults: Yes
 Storm Duration(hrs): 24.00
 Rainfall File: Flmod
 Rainfall Amount(in): 5.50

Time(hrs)	Print Inc(min)
-----	-----
30.000	5.00

Name: 005_024

Filename: P:\20-1342 Southport Detroit Street\KA ENG\Calcs\ICPR\005_024.R32

Override Defaults: Yes
Storm Duration(hrs): 24.00
Rainfall File: Flmod
Rainfall Amount(in): 6.50

Time (hrs)	Print Inc(min)
30.000	5.00

Name: 010_024

Filename: P:\20-1342 Southport Detroit Street\KA ENG\Calcs\ICPR\010_024.R32

Override Defaults: Yes
Storm Duration(hrs): 24.00
Rainfall File: Flmod
Rainfall Amount(in): 7.50

Time (hrs)	Print Inc(min)
30.000	5.00

Name: 010_072

Filename: P:\20-1342 Southport Detroit Street\KA ENG\Calcs\ICPR\010_072.R32

Override Defaults: Yes
Storm Duration(hrs): 72.00
Rainfall File: Sfwmd72
Rainfall Amount(in): 10.50

Time (hrs)	Print Inc(min)
100.000	5.00

Name: 025_072

Filename: P:\20-1342 Southport Detroit Street\KA ENG\Calcs\ICPR\025_072.R32

Override Defaults: Yes
Storm Duration(hrs): 72.00
Rainfall File: Sfwmd72
Rainfall Amount(in): 12.50

Time (hrs)	Print Inc(min)
100.000	5.00

Name: 100_072

Filename: P:\20-1342 Southport Detroit Street\KA ENG\Calcs\ICPR\100_072.R32

Override Defaults: Yes
Storm Duration(hrs): 72.00
Rainfall File: Sfwmd72
Rainfall Amount(in): 16.00

Time (hrs)	Print Inc(min)
100.000	5.00

==== Routing Simulations =====

Name: 003_024 Hydrology Sim: 003_024

Filename: P:\20-1342 Southport Detroit Street\KA ENG\Calcs\ICPR\003_024.I32

Execute: No Restart: No Patch: No
Alternative: No

Max Delta Z(ft): 1.00	Delta Z Factor: 0.00500
Time Step Optimizer: 10.000	
Start Time(hrs): 0.000	End Time(hrs): 30.00
Min Calc Time(sec): 0.5000	Max Calc Time(sec): 60.0000
Boundary Stages:	Boundary Flows:

Time(hrs)	Print Inc(min)
999.000	15.000

Group	Run
BASE	Yes
Control	Yes

Name: 003_024-LWDD Hydrology Sim: 003_024
Filename: P:\20-1342 Southport Detroit Street\KA ENG\Calcs\ICPR\003_024-LWDD.I32

Execute: Yes Restart: No Patch: No
Alternative: No

Max Delta Z(ft): 1.00	Delta Z Factor: 0.00500
Time Step Optimizer: 10.000	
Start Time(hrs): 0.000	End Time(hrs): 100.00
Min Calc Time(sec): 0.5000	Max Calc Time(sec): 60.0000
Boundary Stages:	Boundary Flows:

Time(hrs)	Print Inc(min)
999.000	15.000

Group	Run
BASE	Yes
LWDD Bleeder	Yes

Name: 005_024 Hydrology Sim: 005_024
Filename: P:\20-1342 Southport Detroit Street\KA ENG\Calcs\ICPR\005_024.I32

Execute: No Restart: No Patch: No
Alternative: No

Max Delta Z(ft): 1.00	Delta Z Factor: 0.00500
Time Step Optimizer: 10.000	
Start Time(hrs): 0.000	End Time(hrs): 30.00
Min Calc Time(sec): 0.5000	Max Calc Time(sec): 60.0000
Boundary Stages:	Boundary Flows:

Time(hrs)	Print Inc(min)
999.000	15.000

Group	Run
BASE	Yes
Control	Yes

Name: 005_024-LWDD Hydrology Sim: 005_024
Filename: P:\20-1342 Southport Detroit Street\KA ENG\Calcs\ICPR\005_024-LWDD.I32

Execute: Yes Restart: No Patch: No
Alternative: No

Max Delta Z(ft): 1.00 Delta Z Factor: 0.00500
Time Step Optimizer: 10.000
Start Time(hrs): 0.000 End Time(hrs): 100.00
Min Calc Time(sec): 0.5000 Max Calc Time(sec): 60.0000
Boundary Stages: Boundary Flows:

Time(hrs) Print Inc(min)

999.000 15.000

Group Run

BASE Yes
LWDD Bleeder Yes

Name: 010_024 Hydrology Sim: 010_024
Filename: P:\20-1342 Southport Detroit Street\KA_ENG\Calcs\ICPR\010_024.I32

Execute: No Restart: No Patch: No
Alternative: No

Max Delta Z(ft): 1.00 Delta Z Factor: 0.00500
Time Step Optimizer: 10.000
Start Time(hrs): 0.000 End Time(hrs): 30.00
Min Calc Time(sec): 0.5000 Max Calc Time(sec): 60.0000
Boundary Stages: Boundary Flows:

Time(hrs) Print Inc(min)

999.000 15.000

Group Run

BASE Yes
Control Yes

Name: 010_024-LWDD Hydrology Sim: 010_024
Filename: P:\20-1342 Southport Detroit Street\KA_ENG\Calcs\ICPR\010_024-LWDD.I32

Execute: Yes Restart: No Patch: No
Alternative: No

Max Delta Z(ft): 1.00 Delta Z Factor: 0.00500
Time Step Optimizer: 10.000
Start Time(hrs): 0.000 End Time(hrs): 100.00
Min Calc Time(sec): 0.5000 Max Calc Time(sec): 60.0000
Boundary Stages: Boundary Flows:

Time(hrs) Print Inc(min)

999.000 15.000

Group Run

BASE Yes
LWDD Bleeder Yes

Name: 010 072 Hydrology Sim: 010 072
Filename: P:\20-1342 Southport Detroit Street\KA ENG\Calcs\ICPR\010_072.I32

Execute: No Restart: No Patch: No
Alternative: No

Max Delta Z(ft): 1.00 Delta Z Factor: 0.00500
Time Step Optimizer: 10.000
Start Time(hrs): 0.000 End Time(hrs): 100.00
Min Calc Time(sec): 0.5000 Max Calc Time(sec): 60.0000
Boundary Stages: Boundary Flows:

Time(hrs) Print Inc(min)

999.000 15.000

Group Run

BASE Yes
Control Yes

Name: 010 072-LWDD Hydrology Sim: 010 072
Filename: P:\20-1342 Southport Detroit Street\KA ENG\Calcs\ICPR\010_072-LWDD.I32

Execute: No Restart: No Patch: No
Alternative: No

Max Delta Z(ft): 1.00 Delta Z Factor: 0.00500
Time Step Optimizer: 10.000
Start Time(hrs): 0.000 End Time(hrs): 100.00
Min Calc Time(sec): 0.5000 Max Calc Time(sec): 60.0000
Boundary Stages: Boundary Flows:

Time(hrs) Print Inc(min)

999.000 15.000

Group Run

BASE Yes
LWDD Bleeder Yes

Name: 025 072 Hydrology Sim: 025 072
Filename: P:\20-1342 Southport Detroit Street\KA ENG\Calcs\ICPR\025_072.I32

Execute: No Restart: No Patch: No
Alternative: No

Max Delta Z(ft): 1.00 Delta Z Factor: 0.00500
Time Step Optimizer: 10.000
Start Time(hrs): 0.000 End Time(hrs): 100.00
Min Calc Time(sec): 0.5000 Max Calc Time(sec): 60.0000
Boundary Stages: Boundary Flows:

Time(hrs) Print Inc(min)

999.000 15.000

Group Run

BASE Yes

Control Yes

Name: 025 072-LWDD Hydrology Sim: 025 072
Filename: P:\20-1342 Southport Detroit Street\KA ENG\Calcs\ICPR\025_072-LWDD.I32

Execute: No Restart: No Patch: No
Alternative: No

Max Delta Z(ft): 1.00 Delta Z Factor: 0.00500
Time Step Optimizer: 10.000
Start Time(hrs): 0.000 End Time(hrs): 100.00
Min Calc Time(sec): 0.5000 Max Calc Time(sec): 60.0000
Boundary Stages: Boundary Flows:

Time(hrs) Print Inc(min)

999.000 15.000

Group Run

BASE Yes
LWDD Bleeder Yes

Name: 100 072 Hydrology Sim: 100 072
Filename: P:\20-1342 Southport Detroit Street\KA ENG\Calcs\ICPR\100_072.I32

Execute: No Restart: No Patch: No
Alternative: No

Max Delta Z(ft): 1.00 Delta Z Factor: 0.00500
Time Step Optimizer: 10.000
Start Time(hrs): 0.000 End Time(hrs): 100.00
Min Calc Time(sec): 0.5000 Max Calc Time(sec): 60.0000
Boundary Stages: Boundary Flows:

Time(hrs) Print Inc(min)

999.000 15.000

Group Run

BASE Yes
No Q Yes

Southport Detroit K&A No. 20-1342
Node Maximum Conditions Report

Name	Group	Simulation	Max Time Stage hrs	Max Stage ft	Warning Stage ft	Max Delta Stage ft	Max Surf Area ft2	Max Time Inflow hrs	Max Inflow cfs	Max Time Outflow hrs	Max Outflow cfs
Site	BASE	003_024-LWDD	70.01	11.47	15.00	0.0050	7326	12.33	2.07	14.73	0.42
Site	BASE	005_024-LWDD	14.71	11.79	15.00	0.0050	12270	12.33	2.85	14.71	0.56
Site	BASE	010_024-LWDD	14.80	12.07	15.00	0.0050	18876	12.33	3.67	14.80	0.64
Site	BASE	010_072-LWDD	62.93	12.62	15.00	0.0050	45710	60.17	5.40	62.79	0.65
Site	BASE	025_072-LWDD	63.35	12.79	15.00	0.0050	55108	60.17	6.81	75.41	0.72
Site	BASE	100_072	75.01	13.58	15.00	0.0050	78786	60.17	9.26	0.00	0.00

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: July 19, 2022

DEPARTMENT: Community Sustainability

TITLE:

Resolution No. 42-2022 - Adopting the final assessment roll for non-ad valorem assessments levied for Chronic Nuisance Services and directing that such final assessment roll be certified to the Palm Beach County Tax Collector

SUMMARY:

This resolution provides for the adoption of the final Chronic Nuisance Services Assessment Roll, which includes all costs for lot clearings board and secures, that remain delinquent and unpaid as of June 1, 2022 and to certify the final Chronic Nuisance Services Assessment Roll to the Tax Collector.

BACKGROUND AND JUSTIFICATION:

Pursuant to the provisions of sections 12-38 through 12-42 of the Code of Ordinances (the "Lot Clearing Ordinance"), sections 2-75.2 through 2-75.2.7 of the Code of Ordinances (the "Board and Secure Ordinance"), and sections 9-2.2(a) through 9-2.2(t) of the Code of Ordinances (the "Unsafe Building Abatement Code"), the owners of certain parcels of real property were notified of the existence of a public nuisance on their respective properties (such as lot clearing or boarding and securing), failed to abate such nuisances and failed to pay the City for the costs the City incurred in the abatement of the nuisances. In accordance with section 12-42, section 2-75.2.7, and 9-2.2(q), the costs incurred by the City to abate said nuisances were assessed against each property as special assessment liens, and these liens were documented by the City Commission through the adoption of resolutions acknowledging the same. The City has complied with the requirements of Chapter 2, Article XIX, Division 2 "Levy and Collection of Non-Ad Valorem Assessments" of the City's Code of Ordinances in order to include the special assessments for unpaid chronic nuisance services costs on the property tax bills to be issued in November, 2022. The City Commission adopted Resolution No. 37-2022 which directed the creation of the preliminary Chronic Nuisance Services Assessment Roll; scheduled the date, time, and place of the July 19, 2022 public hearing to receive and consider comments from the public and consider the adoption of the chronic nuisance service roll for 2022; and provided notice by publication and first-class mail to those property owners listed on the preliminary assessment roll. At the public hearing on July 19, 2022, the City Commission will receive any written objections to the assessment roll and shall hear testimony from all interested persons as required by section 197.3632, Florida Statutes, and, if appropriate, will adopt the final Chronic Nuisance Services Assessment Roll and direct the certification of the final roll to the Tax Collector. The adoption of the final roll shall constitute a legislative determination that all assessed parcels of real property derive a special benefit from the nuisance violation abatement services provided by the City, and a legal determination that the assessments are fairly and reasonably apportioned to the properties.

Attached is the proposed Resolution adopting the final Chronic Nuisance Services Assessment Roll and directing staff to certify the roll to the Tax Collector in compliance with section 197.3632, Florida Statutes, and the City's Code of Ordinances.

The total amount at this time being assessed is roughly **\$24,430**. Of that amount, it is estimated that approximately 40% will be collected in FY 2022 and the remaining will be collected over the next three fiscal years. Many of the properties involved have absent owners and collection of the assessments may involve tax deed sales, which will delay collection.

MOTION:

Move to approve/disapprove Resolution No. 42-2022 - adopting the final assessment roll for non-ad valorem assessments levied for Chronic Nuisance Services.

ATTACHMENT(S):

Fiscal Impact Analysis

Resolution 42-2022

Exhibit A – Special Assessment roll for lot clearing, board and secure

Affidavit Conforming Mailing of Notices

RESOLUTION NO. 42-2022 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, RELATED TO THOSE NON-AD VALOREM ASSESSMENTS WHICH MAY BE LEVIED FOR THE COST OF PROVIDING LOT CLEARING, BOARDING AND SECURING, AND DEMOLITION SERVICES TO ELIMINATE NUISANCE CONDITIONS ON PRIVATE REAL PROPERTY WITHIN THE INCORPORATED AREA OF THE CITY; APPROVING THE ASSESSMENT ROLL FOR FISCAL YEAR 2022 AND FOR OTHER PURPOSES; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, by sections 2-221, 2-75.2.7, 12-42, and 9-2.2(q) of the Code of Ordinances, the City Commission of the City of Lake Worth Beach (the "City Commission"), declared that any chronic nuisance services costs, defined to include any nuisance violation abatement costs, including, but not limited to, lot clearing, board and secure, and demolition costs, that remain delinquent and unpaid as of June 1st of each year shall be a special assessment levied against the benefitted real property as a non-ad valorem assessment superior to all other private rights, interest, liens, encumbrances, titles and claims upon the benefitted real property and equal in rank and dignity with a lien for ad valorem taxes; and

WHEREAS, the City Commission adopted Resolution No. 49-2011 and Resolution No. 04-2016 regarding the City's intent to use the uniform method of collecting non-ad valorem assessments authorized in Section 197.3632, Florida Statutes, as amended, for collecting non-ad valorem assessments for chronic nuisance services costs, including, but not limited to, lot clearing, board and secure, and demolition costs that remain unpaid; and

WHEREAS, section 2-222 of the City's Code of Ordinances provides that in order to include the special assessment for unpaid chronic nuisance services costs on the property tax bills to be issued in November, the Finance Director shall prepare a preliminary assessment roll; schedule the date, time, and place of a public hearing to receive and consider comments from the public and consider the adoption of the Chronic Nuisance Services Assessment Roll for 2022; and provide notice by publication and first-class mail to those property owners listed on the preliminary assessment roll; and

WHEREAS, the City Commission adopted Resolution No. 37-2022 (the "Initial Assessment Resolution") which directed the creation of the proposed Assessment Roll and notice to assessed property owners; and

WHEREAS, the proposed Assessment Roll has been made available for inspection by the public; and

WHEREAS, notice of the public hearing has been published as required by the terms of the ordinance; and

WHEREAS, notice of the public hearing was also mailed to each affected property owner as required by the ordinance, providing notice of an opportunity to be heard; and an affidavit of the mailing of such notice is attached hereto as “**Exhibit A**”; and

WHEREAS, a public hearing was held on July 19, 2022, and comments and objections of all interested persons wishing to comment were heard and have been considered.

NOW THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA, that:

Section 1. The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this resolution.

Section 2. This resolution is adopted pursuant to the provisions of ch. 2, article XIX, division II of the Code of Ordinances, secs. 2-75.2.7, 12-42, and 9-2.2(q) of the Code of Ordinances, article 8, sec. 2(b) of the Florida Constitution, Section 166.021, Florida Statutes, Section 166.041, Florida Statutes, and Section 197.3632, Florida Statutes.

Section 3. Legislative Determinations. It is hereby ascertained and declared that the chronic nuisance services costs, which are defined to include all nuisance violation abatement costs, including but not limited to lot clearing, boarding and securing, and demolition (collectively and individually, the “Chronic Nuisance Services Costs”), provided a special benefit to each parcel assessed, based upon the following legislative determinations:

(A) It is hereby ascertained, determined, and declared that each assessed parcel has benefitted by the City’s provision of nuisance abatement services, including, but not limited to lot clearing, boarding and securing, and demolition, in an amount not less than the amount of the Chronic Nuisance Services Costs imposed against each parcel.

(B) It is fair and reasonable to assess the Chronic Nuisance Services Costs in the amounts actually expended by the City to benefit each assessed parcel.

Section 4. The proceeds of the Chronic Nuisance Services Costs are reimbursement to the City for funds previously expended to provide such services. A portion of the costs to continue to provide Chronic Nuisance Services may be funded from proceeds of the Chronic Nuisance Services Assessment. The remaining costs of providing Chronic Nuisance Services and related operating costs shall be funded by legally available City revenues other than Chronic Nuisance Services Assessment proceeds.

Section 5. The Chronic Nuisance Services Assessment Roll for collection on the November 2022 tax bill, attached as “**Exhibit B**,” is hereby approved and incorporated herein by this reference. The Chronic Nuisance Services Assessments in the amount set forth in the Assessment Roll, as may be corrected and adjusted pursuant to the ordinance, are hereby levied and imposed on all parcels described in the Chronic Nuisance Services Assessment Roll.

Section 6. The Chronic Nuisance Services Assessment Roll shall constitute a lien upon the assessed parcels equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such liens shall be superior in dignity to all other liens, titles and claims, until paid.

Section 7. The Chronic Nuisance Services Assessments for November 2022 shall be collected and enforced pursuant to Sections 197.3632 and 197.3635, Florida Statutes.

Section 8. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Section 9. If any provision of this resolution or the application thereof to any person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of this resolution which can be given effect without the invalid provision or application and to this end the provisions of this resolution are declared severable.

Section 10. This resolution shall take effect upon adoption.

The passage of this resolution was moved by _____, seconded by _____, and upon being put to a vote, the vote was as follows:

- Mayor Betty Resch
- Vice Mayor Christopher McVoy
- Commissioner Sarah Malega
- Commissioner Kimberly Stokes
- Commissioner Reinaldo Diaz

The Mayor thereupon declared this resolution duly passed and adopted on this ___ day of _____, 2022.

LAKE WORTH BEACH CITY COMMISSION

By: _____
Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

CASE #	OWNER	MAILING ADDRESS	MAILING CITY/STATE	PCN	LEGAL DESCRIPTION	PROPERTY ADDRESS	INVOICE AMOUNT
19-2852	PADMA RENTAL HOLDINGS LLC	6412 MELALEUCA LN	LAKE WORTH FL 33463 3807	38-43-44-21-15-124-0040	TOWN OF LAKE WORTH LTS 4 & 5 BLK 124	410 N E ST	\$ 626.70
20-1686	APPRECIATE CHARITY INC	700 S DIXIE HWY	LAKE WORTH BEACH FL 33460 4951	38-43-44-21-15-223-0090	TOWN OF LAKE WORTH LT 9 (LESS E 2.25 FT & NELY TRGLR PAR US NO 1 R/W)	700 S DIXIE HWY	\$ 380.57
20-1582	JOHNSON BRUCE	412 S B ST	LAKE WORTH BEACH, FL 33460	38-43-44-21-15-137-0061	TOWN OF LAKE WORTH N 25 FT OF LT 6 BLK 137	412 S B ST	\$ 258.57
20-1684	PIMIANTA JUAN C	933 KEYSTONE WAY	LAKE WORTH FL 33463 4278	38-43-44-21-15-281-0120	TOWN OF LAKE WORTH LTS 12 BLK 281	1015 S G ST	\$ 1,598.26
20-1326	DEALE WILLIAM R & WILLIAMS ICON HOMES & PROPERTIES	1616 CAMERON LANDING DR	STOCKBRIDGE GA 30281 6863	38-43-44-21-15-082-0312	TOWN OF LAKE WORTH W 45 FT OF LTS 31 & 32 BLK 82	1006 3RD AVE N	\$ 455.51
20-1846	BUYERS INVESTMENT GROUP LTD IN	6717 STONECREEK ST	GREENACRES, FL 334133408	38-43-44-15-07-000-8740	COLLEGE PARK ADD 1 LTS 874 & 875 E OF FED HWY	1902 N FEDERAL HWY	\$ 887.76
20-1176	MAESEL SHAWN R	105 E PALMETTO PARK RD	BOCA RATON, FL 33432	38-43-44-21-15-118-0091	TOWN OF LAKE WORTH N 1/2 OF LT 9 & LT 10 BLK 118	420 N H ST	\$ 660.14
20-1808	1401 S C HOLDING LLC	4899 NW 6TH ST	DELRAY BEACH FL 33445 2107	38-43-44-21-15-082-0010	TOWN OF LAKE WORTH LT 1 BLK 82	302 N G ST	\$ 259.90
20-2135	PIMIANTA JUAN C	939 KEYSTONE WAY	LAKE WORTH FL 33463 4278	38-43-44-21-15-281-0120	TOWN OF LAKE WORTH LT 12 BLK 281	1015 S G ST	\$ 405.00
20-2108	WHITE SAND PROPERTY DEV LLC	3170 N FEDERAL HWY STE 100M	POMPANO BEACH FL 33064	38-43-44-27-01-024-0020	ADD 1 TO TOWN OF LAKE WORTH LT 2 BLK 24	826 S LAKESIDE DR	\$ 699.86
20-2563	MAESEL SHAWN R	105 E PALMETTO PARK RD	BOCA RATON, FL 33432	38-43-44-21-15-118-0091	TON OF LAKE WORTH N 1/2 OF LT 9 & 10 BLK 118	420 N H ST	\$ 476.24
20-2613	JOHNSON BRUCE	412 S B ST	LAKE WORTH BEACH FL 33460	38-43-44-21-15-137-0061	TOWN OF LAKE WORTH N 25 FT OF LT 6 BLK 137	412 S B ST	\$ 380.32
20-2684	BARRIOS CARLOS	2520 IDA WAY	WEST PALM BEACH FL 33415 7402	38-43-44-27-01-026-0040	ADD 1 TO TOWN OF LAKE WORTH LT 4 BLK 26	920 S J ST	\$ 911.46
20-2684	BARRIOS CARLOS	2520 IDA WAY	WEST PALM BEACH FL 33415 7402	38-43-44-27-01-026-0051	LAKE WORTH TOWN OF ADD 1, LT 5 (LESS E 42.7 FT) BLK 26	912 S J ST	\$ 674.46
20-2561	DEALE WILLIAM R & WILLIAMS ICON HOMES & PROPERTIES	1616 CAMERON LANDING DR	STOCKBRIDGE GA 30281 6863	38-43-44-21-15-082-0312	TOWN OF LAKE WORTH W 45 FT OF LTS 31 & 32 BLK 82	1006 3RD AVE N	\$ 288.50
20-2562	1401 S C HOLDING LLC	4899 NW 6TH ST	DELRAY BEACH FL 33445 2107	38-43-44-21-15-082-0010	TOWN OF LAKE WORTH LT 1 BLK 82	302 N G ST	\$ 326.50
21-48	BARRIOS CARLOS	2520 IDA WAY	WEST PAM BEACH FL 33415	38-43-44-27-01-026-0052	LAKE WORTH TOWN OF ADD 1 E 42.7 FT OF LTS 5 & 6 BLK 26	914 S J ST	\$ 1,046.82
21-1239	JOHNSON BRUCE	412 S B ST	LAKE WORTH BEACH FL 33460	38-43-44-21-15-137-0061	TOWN OF LAKE WORTH N 25 FT F LT 6 BLK 137	412 S B ST	\$ 328.97
21-1161	DEALE WILLIAM R & WILLIAMS ICON HOMES & PROPERTIES	1616 CAMERON LANDING DR	STOCKBRIDGE GA 30281 6863	34-43-44-21-15-082-0312	TOWN OF LAKE WORTH W 45 FT OF LTS 31 & 32 BLK 82	1006 3RD AVE N	\$ 248.97
21-1656	APPRECIATE CHARITY INC	700 S DIXIE HWY	LAKE WORTH BEACH FL 33460 4951	38-43-44-21-15-223-0090	TOWN OF LAKE WORTH LT 9 (LESS E 2.25 FT & NELY TRGLR PAR US NO 1R/W) BLK 223	700 S DIXIE HWY	\$ 461.75
21-1542	BARRIOS CARLOS	2520 IDA WAY	WEST PALM BEACH FL 33415 7402	38-43-44-27-01-026-0051	LAKE WORTH TOWN OF ADD 1, LT 5 (LES E 42.7 FT)BLK 26	912 S J ST	\$ 423.50
21-1541	BARRIOS CARLOS	2520 IDA WAY	WEST PALM BEACH FL 33415 7402	38-43-44-27-01-026-0040	ADD 1 TO TOWN OF LAKE WORTH LT 4 BLK 26	920 S J ST	\$ 677.25

21-1689	BARRIOS CARLOS	2520 IDA WAY	WEST PALM BEACH FL 32415 7402	38-43-44-27-01-026-0052	LAKE WORTH TOWN OF ADD 1, E 42.7 FT OF LTS 5 & 6 BLK 26	914 S J ST	\$ 369.50
21-1775	BUYERS INVESTMENT GROUP LTD INC	6717 STONECREEK ST	GREENACRES FL 33413 3408	38-43-44-15-07-000-8740	COLLEGE PARK ADD 1 LTS 874 & 875 E OF FED HWY	1902 N FEDERAL HWY	\$ 562.00
21-1790	MAESEL SHAWN R	105 PALMETTO PARK RD	BOCA RATON FL 33432 4801	38-43-44-21-15-118-0091	TOWN OF LAKE WORTH N 1/2 OF LT 9 & 10 BLK 118	420 N H ST	\$ 409.50
21-1832	BOYER RUTH EST	201 S F ST	LAKE WORTH BEACH FL 33460 4014	38-43-44-21-15-077-0170	TOWN OF LAKE WORTH LT 17 BLK 77	201 S F ST	\$ 1,177.08
21-1829	KEIRN MICHAEL & SCARCELLA KEIRN ANNETTE	1420 HILLCREST DR	LAKE WORTH BEACH FL 33461	38-43-44-33-07-000-0150	LAKE OSBORNE MANOR LT 15	1420 HILLCREST DR	\$ 290.00
21-2037	PIMIANTA JUAN C	939 KEYSTONE WAY	LAKE WORTH FL 33463 4278	38-43-44-21-15-281-0120	TOWN OF LAKE WORTH LT 12 BLK 281	1015 S G ST	\$ 750.68
21-1999	JOHNSON BRUCE	412 S B ST	LAKE WORTH BEACH FL 33460	38-43-44-21-15-137-0061	TOWN OF LAKE WORTH N 25 FT F LT 6 BLK 137	412 S B ST	\$ 784.06
21-2470	MAESEL SHAWN R	105 E PALMETTO PARK RD	BOCA RATON, FL 33432	38-43-44-21-15-118-0091	TON OF LAKE WORTH N 1/2 OF LT 9 & 10 BLK 118	420 N H ST	\$ 594.81
21-1791	1401 S C HOLDING LLC	4899 NW 6TH ST	DELRAY BEACH FL 33445 2107	38-43-44-21-15-082-0010	TOWN OF LAKE WORTH LT 1 BLK 82	302 N G ST	\$ 308.56
21-2039	MEZUZA LLC	PO BOX 6532	DELRAY BEACH FL 33482 6532	38-43-44-27-01-045-0160	ADD 1 TO TOWN OF LAKE WORTH LT 16 BLK 45	1131 S L ST	\$ 1,094.92
21-2611	BOYER RUTH EST	201 S F ST	LAKE WORTH BEACH FL 33460 4014	38-43-44-21-15-077-0170	TOWN OF LAKE WORTH LT 17 BLK 77	201 S F ST	\$ 411.42

\$19,796.00

CASE #	OWNER	MAILING ADDRESS	MAILING CITY/STATE	PCN	LEGAL DESCRIPTION	PROPERTY ADDRESS	INVOICE AMOUNT
19-3245	PADMA RENTAL HOLDINGS LLC	6412 MELALEUCA LN	LAKE WORTH FL 33463 3807	38-43-44-21-15-124-0040	TOWN OF LAKE WORTH LTS 4 75 BLK 124	410 N E ST	\$2,710.90
20-1890	KIERN MICHAEL & SCARCELLA KEIRN ANNETTE	1420 HILLCREST DR	LAKE WORTH BEACH FL 33461	38-43-44-33-07-000-0150	LAKE OSBORNE MANOR LT 15	1420 HILLCREST DR	\$1,923.34

TOTAL \$24,430.24

AFFIDAVIT CONFIRMING MAILING OF NOTICES

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

I, André C. McAden, being duly sworn, depose and say that:

1. I am the Controller for the City of Lake Worth Beach.
2. I prepared the notices required pursuant to subsection 197.3632(4), Florida Statutes, for each effected property owner listed on the preliminary Chronic Nuisance Service Assessment Roll that was attached to Resolution Number 37-2022 - directing the development of a preliminary assessment roll for non-ad valorem assessments for lot clearing and boarding and securing costs. The notices included all information required by subsection 197.3632(4) and the City's Code of Ordinances. I have personal knowledge that these notices were mailed by first-class U.S. Mail twenty (20) or more days prior to the July 19, 2022, public hearing scheduled before the City Commission, as required by law.

I understand that I am swearing or affirming under oath to the truthfulness of the claims made above.

André C. McAden
Signature

29 June 22
Date

The foregoing instrument was acknowledged before me this 29 day of June, 2022, by André C. McAden. He is personally known to me or has produced _____ as identification.

Sharon Gostnell
Notary Public, State of Florida
My Commission Expires:



Sharon Gostnell
Notary Public
State of Florida
Comm# HH134596
Expires 8/27/2025

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: July 19, 2022

DEPARTMENT: Public Works

TITLE:

Agreement with Priority Towing for City-wide Vehicle Towing and Storage

SUMMARY:

The Agreement with Priority Towing authorizes the vendor to perform Vehicle Towing and Storage services City-wide.

BACKGROUND AND JUSTIFICATION:

The City of Lake Worth Beach maintains 116 miles of paved roadways, multiple city facilities and parks, and hundreds of pieces of equipment and city fleet. Vehicular towing and storage services are an important part of maintaining safe roadways and city property, cooperation with law and code enforcement, and towing of city fleet vehicles and equipment.

On June 7, 2022, the City accepted proposals for “IFB 22-107 – Vehicle Towing and Storage Services” and received a total of 4 bids. It was the intention of the City to award this IFB to the bidder who was determined to be the most responsive and responsible bidder taking into consideration the highest revenue, lowest cost to the City, and the claimed preferences. A selection committee met to review the proposals on June 7, 2022 and upon discussion and scoring the proposals, Priority Towing was determined to be the highest ranked proposer.

The Agreement with Priority Towing authorizes the vendor to perform vehicle towing and storage services for the City. The agreement is for an initial term of 3 years with the option to renew for 2 additional 1-year periods. The agreement provides for revenue for the City for towing fees for violators, published towing rates for vehicle owners being towed, and costs for City fleet towing services. All rates are incorporated into the Agreement in Exhibit A1.

MOTION:

Move to approve/disapprove the Agreement with Priority Towing for Vehicle Towing and Storage Services.

ATTACHMENT(S):

Fiscal Impact Analysis
Agreement
Evaluation Matrix

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	0	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	8,154.16	48,925	48,925	48,925	48,925
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	8,154.16	48,925	48,925	48,925	48,925
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

Account Number	Department Name	Division Name	Account Description	Project Number	FY22 Budget	Current Balance	Budget Transfer	Agenda Expenditure	Balance
530-0000-341.60-30	City Garage		Towing Fines/City Garage	N/A	N/A	N/A		8,154.16*	8,154.16

*Anticipated revenue for the months of August and September 2022.

AGREEMENT FOR VEHICLE TOWING AND STORAGE SERVICES

THIS AGREEMENT (“Agreement”) is made on this as of _____, 2022, between the **City of Lake Worth Beach**, Florida, a municipal corporation (“CITY”), with its office located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460, and **Priority Towing, Inc.**, a corporation authorized to do business in the State of Florida (“CONTRACTOR”) with its office located at 7153 Southern Blvd, Suite A, West Palm Beach, FL 33413.

RECITALS

WHEREAS, the CITY is a municipal corporation organized and existing pursuant to the Charter and the Constitution of the State of Florida; and

WHEREAS, the CITY issued Invitation for Bid #22-107 in order to obtain a vehicle towing and storage services for the City of Lake Worth Beach (“IFB”); and

WHEREAS, the CITY received four (4) responses to the IFB before the deadline; and

WHEREAS, the CITY desires to accept the CONTRACTOR’s proposal in order for CONTRACTOR to render the services to the CITY as provided therein pursuant to the terms and conditions of this Agreement; and

WHEREAS, the CONTRACTOR was found to be the responsive and responsible bidder and was recommended for the award; and

WHEREAS, the CONTRACTOR further warrants that it is experienced and capable of performing the tasks hereunder in a professional and competent manner; and

WHEREAS, the CITY finds entering this Agreement with the CONTRACTOR as described herein serves a valid public purpose.

NOW THEREFORE, the CITY hereby engages the services of the CONTRACTOR, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

1. TERM

1.1 The term of this Agreement shall commence upon the approval of this Agreement by the City Commission and shall be for an initial term of three (3) years unless earlier terminated as stated herein. The parties may extend the term for additional two (2), one-year periods by amendment to this Agreement. The City Manager is authorized to approve an amendment to this Agreement to extend the term as set forth herein.

2. SCOPE OF WORK

2.1 The CONTRACTOR’s scope of work includes providing the services required to for vehicle towing and storage for the CITY consistent with the minimum requirements and scope of services, as more specifically set forth in the IFB, which is incorporated herein by reference (“Scope of Work”).

2.2 The CONTRACTOR represents to the CITY that all work performed under this Agreement shall be in accordance with accepted and established trade practices and procedures recognized in the CONTRACTOR's trade in general and that the equipment provided and services shall conform to the highest standards and in accordance with this Agreement.

2.3 The CONTRACTOR represents that it is licensed to do business in the State of Florida and holds and will maintain all applicable licenses required for the work to be completed under this Agreement. The CONTRACTOR further warrants its capability and experience to perform the work provided for herein in a professional and competent manner.

2.4 The work shall be performed by the CONTRACTOR or under its supervision and all personnel engaged in performing the work shall be fully qualified and, if required, authorized or permitted under the state and local law to perform such work. All of the CONTRACTOR's personnel (and all subcontractors), while on CITY premises, shall comply with all CITY requirements governing safety, conduct and security.

2.5 The work shall be completed in accordance with the terms and conditions set forth in this Agreement.

3. INDEPENDENT CONTRACTOR; USE OF AGENTS OR ASSISTANTS

3.1 The CONTRACTOR is and shall be, in the performance of the work under this Agreement, an independent contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work.

3.2 To the extent reasonably necessary to enable the CONTRACTOR to perform the Scope of Work hereunder, the CONTRACTOR shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance of its duties. All costs of the services of, or expenses incurred by, such agents or assistants shall be paid by the CONTRACTOR.

4. EQUIPMENT & MATERIALS

4.1 The CONTRACTOR shall provide all equipment and materials as more specifically set forth in the Scope of Work or as reasonably necessary to accomplish the work unless otherwise specified in writing by the CITY.

5. FEE AND ORDERING MECHANISM

5.1 The CITY agrees to compensate CONTRACTOR in accordance with the rate schedule set forth in **Exhibit "A"**. The CITY shall not reimburse CONTRACTOR for any additional costs incurred as a direct or indirect result of CONTRACTOR providing services to the City under this Agreement and not set forth in **Exhibit "A"**. The CONTRACTOR shall be paid by the CITY within thirty (30) days of receipt of an approved invoice.

5.2 Should the CITY require additional work, which additional work is not included in the initial Scope of Work, the CITY and CONTRACTOR will prepare and execute a written amendment to

this Agreement forth the additional work and the total cost for the same prior to any such additional work being provided by the CONTRACTOR.

6. PAYMENT TO THE CITY

6.1 Pursuant to the rate schedule set forth in Exhibit "A", the CONTRACTOR shall collect, as directed by the CITY all fines and costs due to the CITY prior to releasing any vehicles, provided the CONTRACTOR may legally hold vehicles for such collection. The CONTRACTOR shall make payments to the CITY, on a monthly basis, all money collected on behalf of the CITY and shall provide accounting of such monies in a manner as determined by the CITY.

7. INVOICE

7.1 The CONTRACTOR shall submit a monthly itemized invoice to the CITY detailing all amounts owed by t

7.2 If the CITY disputes any invoice or part of an invoice, CITY shall notify the CONTRACTOR within a reasonable time after receipt of the invoice. CITY reserves the right to off-set, reduce or withhold any payment to the CONTRACTOR until the dispute is resolved.

8. AUDIT BY CITY

8.1 The CONTRACTOR shall permit the CITY, or any authorized representatives of the CITY, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the CONTRACTOR's performance under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Agreement.

9. COPIES OF DATA/DOCUMENTS

9.1 Copies or original documents prepared by the CONTRACTOR in relation to work associated with this Agreement shall be provided to the CITY. Data collected, stored, and/or provided shall be in a form acceptable to the CITY and agreed upon by the CITY.

10. OWNERSHIP

10.1 Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

11. WRITTEN AUTHORIZATION REQUIRED

11.1 The CONTRACTOR shall not make changes in the Scope of Work or perform any additional work or provide any additional materials under this Agreement without first obtaining written authorization from the CITY for such additional services or materials. Additional services or materials provided without written authorization shall be done at the CONTRACTOR's sole risk and without payment from the CITY.

12. DEFAULTS, TERMINATION OF AGREEMENT

12.1 If the CONTRACTOR fails to timely perform the Scope of Work or additional work or has failed in any other respect to satisfactorily perform in accordance with this Agreement; or, is in material breach of a term or condition of this Agreement, the City Manager or designee may give written notice to the CONTRACTOR specifying the default(s) to be remedied. Such notice shall set forth a reasonable timeframe for correcting the default(s) and any suggested corrective measures. If the CONTRACTOR does not remedy the default(s) within the timeframe provided in the CITY's notice or commence good faith steps to remedy the default to the reasonable satisfaction of the CITY, the CITY may take such action to remedy the default and all expenses related thereto shall be borne by the CONTRACTOR including, without limitation, utilization of another contractor to provide for such work and all of the CITY's legal fees; and/or, the CITY may withhold any money due or which may become due to the CONTRACTOR for such expense and/or work related to the claimed default. Alternatively, or in addition to the foregoing, if after three (3) business days the CONTRACTOR has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the CITY, the CITY may elect to terminate this Agreement. No cancellation fee or other compensation shall be paid by the CITY for de-mobilization, take-down, disengagement, wind-down, lost profits, or other costs incurred due to termination of this Agreement under this paragraph.

12.2 Notwithstanding paragraph 12.1, the CITY reserves the right and may elect to terminate this Agreement at any time, with or without cause. At such time, the CONTRACTOR would be compensated only for that work which has been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement, wind-down, lost profits, or other costs incurred due to termination of this Agreement under this paragraph.

12.3 If the CITY fails to timely perform in accordance with this Agreement; or, is in material breach of a term or condition of this Agreement, the CONTRACTOR may give written notice to the CITY specifying the default(s) to be remedied. Such notice shall set forth a reasonable timeframe for correcting the default(s) and any suggested corrective measures. If the CITY does not remedy the default(s) within the timeframe provided in the CONTRACTOR's notice or commence good faith steps to remedy the default to the reasonable satisfaction of the CONTRACTOR, the CONTRACTOR may take such action to remedy the default and all expenses related thereto shall be borne by the CITY; and/or, the CONTRACTOR may withhold any work. Alternatively, or in addition to the foregoing, if after three (3) business days the CITY has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the CONTRACTOR, the CONTRACTOR may elect to terminate this Agreement.

13. INSURANCE

13.1. Prior to commencing any work, the CONTRACTOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Section and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the CITY. Failure to comply with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract. All insurance, other than Workers' Compensation, required hereunder shall specifically include the "City of Lake Worth Beach" as an "Additional Insured" on and the CONTRACTOR's insurance shall be provided on a primary, non-contributing basis, and the CONTRACTOR shall provide additional insured endorsements section of Certificates of Insurance.

13.2. The CONTRACTOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence (\$2,000,000 aggregate) to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

13.3. The CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

13.4. The CONTRACTOR shall maintain, during the life of this Contract, Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

13.4 The CONTRACTOR shall maintain, during the life of this Contract, Garage Keepers Legal Liability policy at minimum level of \$250,000.

14. WAIVER OF BREACH

14.1 The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

15. INDEMNITY

15.1 The CONTRACTOR shall indemnify, defend and hold harmless, to the maximum extent permitted by law, the CITY and its officers, agents, employees and representatives, from and against any and all liability, suit, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death, patent infringement or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), costs and expenses (including attorney's fees, litigation, arbitration, mediation, appeal expenses) to the extent arising out of and/or related to the acts, omissions or neglect of the CONTRACTOR or any of its agents, employees, subcontractors or by anyone the CONTRACTOR directly or indirectly employed or utilized under this Agreement.

15.2 The CONTRACTOR's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon the CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

15.3 Compliance with any insurance requirements required elsewhere in this Agreement shall not relieve CONTRACTOR of its liability and obligation to defend, hold harmless and indemnify the CITY as set forth in this section.

15.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or CONTRACTOR. Further, nothing contained in this Agreement shall be construed or interpreted as consent by the CITY to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in section 768.28, Florida Statutes, as amended from time to time.

15.5 The CONTRACTOR's failure to comply with this section's provisions shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

16. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

16.1 This Agreement consists of the terms and conditions provided herein, the IFB (including all specifications, exhibits and addenda attached thereto or referenced therein), and the CONTRACTOR's Proposal. To the extent that there exists a conflict between this Agreement and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail with the IFB (including all specifications, exhibits and addenda attached thereto) next taking precedence; however, the rates set forth in Exhibit "A" from the CONTRACTOR's Proposal shall take precedence for all rates paid by CONTRACTOR and CITY. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

16.2 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding. This Agreement may be executed electronically.

17. ASSIGNMENT

17.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the CITY and the CONTRACTOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the CITY and the CONTRACTOR and not for the benefit or any other party. The CONTRACTOR shall not assign any right or interest in this Agreement, and shall not delegate any duty owned, without the CITY's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

17.2 In the event the CITY consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

18. SUCCESSORS AND ASSIGNS

18.1 Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

19. WAIVER OF TRIAL BY JURY

19.1 TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

20. GOVERNING LAW AND REMEDIES

20.1 The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be in Palm Beach County, Florida.

20.2 No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

21. TIME IS OF THE ESSENCE

21.1 Time is of the essence in the completion of the Scope of Work as specified herein.

22. NOTICES

22.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the CITY or the CONTRACTOR have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the CONTRACTOR to the CITY shall be given to the CITY address as follows:

City Manager
City of Lake Worth Beach
7 North Dixie Highway
Lake Worth Beach, Florida 33460

All notices, demands or requests from the CITY to the CONTRACTOR shall be given to the CONTRACTOR address as follows:

Mr. Aaron Cocuzzo, President
Priority Towing, Inc.
7153 Sothern Blvd Suite A
West Palm Beach, FL 33413

23. SEVERABILITY

23.1 Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

24. DELAYS AND FORCES OF NATURE

24.1 The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Upon the

CONTRACTOR's request, the CITY shall consider the facts and extent of any such delay and failure to timely perform the work for reason beyond the control of the CONTRACTOR and, if the CONTRACTOR'S delay and failure to timely perform was without it or its subcontractors' fault or negligence, as determined by the CITY in its sole discretion, the time of completion shall be extended for any reasonable time that the CITY, in its sole discretion, may decide; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time. If the CONTRACTOR is delayed at any time in the progress of the work by any act or neglect of the CITY or its employees, or by any other contractor employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the CITY pending negotiation or by any cause which the CITY, in its sole discretion, shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY, in its sole discretion, may decide. No extension of time shall be made for any delay occurring more than five (5) days before a claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary. The CONTRACTOR's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and CONTRACTOR specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.

24.2 Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest.

25. COUNTERPARTS

25.1 This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Each of the parties shall sign a sufficient number of counterparts, so that each party will receive a fully executed original of this Agreement.

26. NO CONSEQUENTIAL DAMAGES

26.1 In no event shall CITY be liable to CONTRACTOR for any incidental, special, indirect, consequential, or punitive damages arising out of or related to this Agreement, whether such alleged damages are labeled in tort, contract, or otherwise, and even if Vendor has been advised of the possibility of such damages.

27. PUBLIC ENTITY CRIMES

27.1 CONTRACTOR acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

CONTRACTOR will advise the CITY immediately if it becomes aware of any violation of this statute.

28. PREPARATION

28.1 This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

29. PALM BEACH COUNTY INSPECTOR GENERAL

29.1 In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

30. ENFORCEMENT COSTS

30.1 All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Contract's execution, validity, the obligations provided therein, or performance of this Contract, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract.

31. PUBLIC RECORDS

CONTRACTOR shall comply with Florida's Public Records Laws, Chapter 119, Florida Statutes, and, if it is acting on behalf of the CITY as provided under section 119.011(2), the CONTRACTOR specifically agrees to:

- (a) Keep and maintain public records required by the CITY to perform the services under this Agreement.
- (b) Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the CONTRACTOR does not transfer the records to the CITY.
- (d) Upon the completion of the Agreement, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the services. If the CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 586-1660, CITYCLERK@LAKEWORTHBEACHFL.GOV, OR 7 NORTH DIXIE HIGHWAY, LAKE WORTH BEACH, FLORIDA 33460.

32. COPYRIGHTS AND/OR PATENT RIGHTS

32.1 CONTRACTOR warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling of the goods, shipped or ordered, as a result of this Agreement and the CONTRACTOR agrees to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.

33. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

33.1 CONTRACTOR shall comply with all OSHA requirements as applicable. CONTRACTOR certifies that if any material, equipment, and related supplies, is delivered to the CITY is subsequently found to be deficient in any OSHA requirements in effect on date of delivery, all costs necessary to bring the material, equipment, and related supplies into compliance with the aforementioned requirements shall be borne by the CONTRACTOR.

34. FEDERAL AND STATE TAX

34.1 The CITY is exempt from Federal Tax and State Tax for Tangible Personal Property. The Procurement Official will provide the CONTRACTOR with a signed exemption certificate submitted by the CONTRACTOR. CONTRACTOR shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the CITY, nor shall CONTRACTOR be authorized to use the City's Tax Exemption Number in securing such materials.

35. PROTECTION OF PROPERTY

35.1 CONTRACTOR shall at all times guard against damage or loss to the property of the CITY or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The CITY may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful CONTRACTOR or its agents. The CONTRACTOR shall be responsible to safeguard all of their property such as tools and equipment while on site. The CITY will not be held responsible for any loss of CONTRACTOR property due to theft or vandalism.

36. DAMAGE TO PERSONS OR PROPERTY

36.1 The responsibility for all damage to person or property arising out of or on account of work done under this Agreement shall rest upon the CONTRACTOR, and he/she shall save the CITY harmless from all claims made on account of such damages.

37. WARRANTY

37.1 CONTRACTOR warrants and guarantees to the CITY that work performed and all materials provided under this Agreement shall be in accordance with the Agreement and the other documents specifically included in this Agreement. CONTRACTOR warrants that all materials and parts supplied under this Agreement shall be free from defects for a minimum of 18 months from the final acceptance of the work. CONTRACTOR guarantees that all work performed under this Agreement will be free from defects for a minimum of 18 months from the final acceptance of the work. CONTRACTOR shall provide to the CITY any and all manufacturers' warranties for the goods and services being provided under this Agreement. CONTRACTOR agrees to pay for all transportation and handling costs of returning any equipment or the unit(s), if required, for repair or replacement. If a unit(s) must be returned, CONTRACTOR, shall provide a replacement unit(s) for the duration.

38. SCRUTINIZED COMPANIES

38.1 Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the Contractor or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

38.2 If this Agreement is for one million dollars or more, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the City may immediately terminate this Agreement at its sole option if the Contractor, or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

38.3 The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

38.4 The Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the term of this Agreement, including any and all renewals.

38.5 The Contractor agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Contractor shall immediately notify the City of the same.

38.6 As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

39. E-VERIFY

Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, CONTRACTOR shall:

39.1 Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;

39.2 Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;

39.3 Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the City upon request;

39.4 Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;

39.5 Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,

39.6 Be aware that if the CITY terminates this Agreement under Section 448.095(2)(c), Florida Statutes, CONTRACTOR may not be awarded a contract for at least one (1) year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the CITY as a result of the termination of the Agreement.

40. SURVIVABILITY

40.1 Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF the parties hereto have made and executed this Vehicle Towing and Storage Services Agreement to the CONTRACTOR on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Coyne, Interim City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Bruce T. Miller, Financial Services Director

CONTRACTOR: **Priority Towing, Inc.**

By: _____

[Corporate Seal]

Print Name: _____

Title: _____

STATE OF _____)
COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this ____ day of _____ 2022, by _____, as the _____ [title] of **Priority Towing, Inc.**, a corporation, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind CONTRACTOR to the same.

Notary Public Signature

Notary Seal:

Exhibit "A"
Contractor's Rate Schedule

IFB # 22-107 Vehicle Towing and Storage Services

SCHEDULE OF UNIT PRICES

Failure to fully complete and sign this Form may result in rejection of the Bid.

Resulting contract will be issued in accordance to the Florida Statutes 125.0103 and 166.043, as amended for towing vehicles and vessels.

Schedule A. Schedule A relates to the amount of money per tow that the proposer will be remitting back to the City.

Administrative fee or charge on the price list offered to the City shall not to exceed 25 percent (25%) of the maximum listed towing rate.

SCHEDULE A

Cost Recovery Fee	Fixed County Rate	*Estimated Annual Tows	Per Tow Paid to the City	Anticipated Revenue to the City
Class A	\$167.00	1,000	\$ 41.75	\$ 41,750.00
Class B	\$248.00	25	\$ 62.00	\$ 1,550.00
Class C	\$370.00	25	\$ 92.50	\$ 2,312.50
Class D	\$530.00	25	\$ 132.50	\$ 3,312.50
Per Mile Fee				
Class A	\$7.50	N/A	N/A	\$0
Class B	\$8.50	N/A	N/A	\$0
Class C	\$10.00	N/A	N/A	\$0
Class D	\$12.50	N/A	N/A	\$0
Storage Fee	\$25.00	N/A	N/A	\$0
TOTAL ANTICIPATED CITY REVENUE	N/A	1,075	N/A	\$ 48,925.00

*Annual tows are only provided as an estimate. Bidder shall include an amount to be paid to the City per tow and multiply the amount by the estimated number of tows to determine the anticipated revenue to the City.

SCHEDULE B

Schedule B. Schedule B relates to the amount of money the City will pay for City owned vehicles.

Rate Type	Fixed County Rate	*Estimated Annual Tows	UOM	City Rate per Tow	Anticipated Cost to the City
Class A	\$167.00	5	Per Tow	0.00	\$ 0.00
Class B	\$248.00	10	Per Tow	0.00	\$ 0.00
Class C	\$370.00	20	Per Tow	0.00	\$ 0.00
Class D	\$530.00	10	Per Tow	0.00	\$ 0.00
Per Mile Fee		Estimated # miles		City Rate Per Mile	
Class A	\$7.50	7	Per Mile	0.00	\$ 0.00
Class B	\$8.50	7	Per Mile	0.00	\$ 0.00
Class C	\$10.00	10	Per Mile	0.00	\$ 0.00
Class D	\$12.50	11	Per Mile	0.00	\$ 0.00
Total Cost:					\$ 0.00

*Annual tows and miles are only provided as an estimate. Bidder shall include an amount to be paid by the City per tow or mile and multiply the amount by the estimated number of tows/miles to determine the anticipated cost to the City.

SCHEDULE C

Per Mile Fee	# of Miles from City Hall to Towing Site	County Rate- Per Mile Fee	Estimated Mile Fees to Vehicle Owners Per Tow
Class A	2	\$7.50	\$ 15.00
Class B	2	\$8.50	\$ 17.00
Class D	2	\$12.50	\$ 25.00

Schedule C. Schedule C relates to the amount vehicle owners should anticipate paying in per mile fees, if vehicle is towed from central City Location (use City Hall, 7 North Dixie Highway, Lake Worth beach, FL 33460) to storage site.

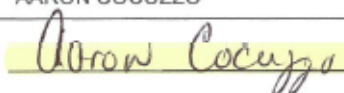
**Schedule C will not be used as part of the evaluation for determining the highest revenue and the lowest cost to the City.*

Name of Firm: PRIORITY TOWING, INC.

Address: 7153 SOUTHERN BLVD SUITE A ST FL Zip 33413

Phone: (561) 533-5573 Email: PRIORITYTOW7305@BELLSOUTH.NET

Print Name: AARON COCUZZO Title: OWNER, PRESIDENT

SIGNATURE:  Date: 6-6-2022

prices that are, in the opinion of the City, unbalanced either in excess or below the reasonable cost analysis values; and/or, 7) bids are in excess of the approved budget for the project.

16. **SELECTION OF BIDDER WITH WHOM TO CONTRACT.** It is the intention of the City to award this IFB to the bidder or bidders who is/are determined to be the most responsive and responsible bidders taking into consideration the highest revenue, lowest cost to the City, and the claimed preferences. If more than one bidder is to be awarded, the City will in its sole discretion determine how the award will be allocated among the selected bidders taking into consideration the difference in the awarded bids and an allocation that represents the City's best interests. For example, the allocation may be into zones, which may or may not be of equal size or equal service needs.

Points will be calculated as follows:

(1) Schedule A - Anticipated Revenue to the City: Maximum 100 Points

25% of the maximum listed towing rate x estimated annual tows for all categories = Total Schedule A
(Maximum Total = 48,925.00 = 100 points)

Bidder's points will be calculated using the following formula:

Bidders total offer for Schedule A / 48,925 X 100 = Bidders Points

(2) Schedule B - Anticipated Cost to the City: Maximum 100 Points

Lowest Offer for Schedule B = 100 points

Bidder's points will be calculated using the following formula:

Lowest Bidder Total for Schedule B / Bidder Total for Schedule B X 100 = Bidders Points

(3) Bidder claiming Veteran Business Enterprise Preference, Local Business Preference or Small Business Preference: Maximum 5 points

Each Bidder may be assigned maximum of 205 points

To be considered responsive, bidder's bid shall substantially conform in all material respects to the requirements and criteria set forth in this IFB. This includes such aspects as following bid instructions for proper submittal, completing all necessary forms included with the solicitation, providing information required by the solicitation, and complying with all terms, conditions, qualifications and specification requirements as enumerated in the solicitation. Except where specifically authorized in this IFB, a bid that deprives the City of the assurance that the resulting contract will be entered into in accordance with its terms will be considered non-responsive.



CITY OF LAKE WORTH BEACH
IFB 22-107 Vehicle Towing and Storage Services
BID TABULATION SHEET

Bidder:		Palm Beach Finest Towing, Inc	Kauff's of Palm Beach, Inc	Priority Towing, Inc	Sheehan's Towing, Inc
DESCRIPTION					
SCHEDULE A TOTAL:		\$70,000.00	\$48,925.00	\$48,925.00	\$11,250.00
SCHEDULE A POINTS EARNED (max 100):		0	100	100	23
(cannot exceed maximum of \$48,925.00)					
SCHEDULE B TOTAL:		\$6,708.25	\$0.00	\$0.00	\$9,867.00
SCHEDULE B POINTS EARNED (max 100):		0	100	100	0
PREFERENCE POINTS (max 5):		0	0	5	5
TOTAL POINTS EARNED:		0	200	205	28
FINAL BIDDER'S RANK:		4	2	1	3
1. Bid Form (B1)		not filled in	submitted	submitted	submitted
2. Authorized Signature Provided		submitted	submitted	submitted	submitted
3. Minimum Qualifications (B2)		YES	YES	YES	YES
4. Bid (B3)		submitted	submitted	submitted	submitted
5. Schedule of Unit Prices (B4)		submitted	submitted	submitted	submitted
6. Substitution Sheet (B5)		n/a	n/a	n/a	n/a
7. Schedule of Subcontractors		n/a	n/a	n/a	n/a
8. List of References (B6)		submitted	submitted	submitted	submitted
9. Affidavit Non-collusion (B7)		submitted	submitted	submitted	submitted
10. Drug Free Workplace Certification (B8)		submitted	submitted	submitted	submitted
11. Campaign Contribution Statement (B9)		submitted	submitted	submitted	submitted
12. Scrutinized Companies Certification Form (B10)		submitted	submitted	submitted	submitted
13. Veteran Business Enterprise, Small Business and/or Local Business Preference Claimed		none claimed	none claimed	small business enterprise	small business enterprise
15. Current licenses:		submitted	submitted	submitted	submitted
BID RESPONSIVE:		NO	YES	YES	YES
BID EVALUATION COMMENTS:		Schedule A total cost adjusted based on submitted cost. Schedule A exceeds allowable 25% administrative charge.			

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: July 19, 2022

DEPARTMENT: Leisure Services

TITLE:

Fiscal Year 2022 JAG Award Presentation

SUMMARY:

The presentation provides a description of the application process and eligible uses of funds for the City's Justice Assistance Grant Fiscal Year 2022 formula award of \$33,124. Input from the City Commission and the public is respectfully requested to determine the eligible activity to be submitted by the City to the Bureau of Justice Assistance with this funding.

BACKGROUND AND JUSTIFICATION:

The Department of Justice, Bureau of Justice Assistance (BJA) has recently notified the City of its eligibility for Fiscal Year 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) funding under the Local JAG solicitation in the amount of \$33,124. These funds are made available to the City for eligible local initiatives and activities that include law enforcement, programs, prosecution and court programs, prevention and education programs, corrections and community corrections programs, drug treatment and enforcement programs, planning, evaluation and technology programs, and crime victim and witness programs. The term of the award is from October 1, 2022 through September 30, 2026.

This presentation provides an overview of the application process and a description of the eligible uses of funding permitted under the JAG program. Input from the Mayor and the City Commission and the public to determine the best use of this funding as allowed by the JAG program. The selected activity will be included in the City's application for its Fiscal Year 2022 JAG award.

The JAG program guidelines allow the City to submit a Grant Adjustment Modification (GAM) request to change the scope of the project if it becomes necessary to re-purpose the use of these funds after they have been awarded. The revised project scope proposed in the GAM can redirect the JAG award funding to support any of the aforementioned eligible uses.

MOTION:

Move to approve/disapprove the eligible use of funding for the City's Fiscal Year 2022 JAG award.

ATTACHMENT(S):

Fiscal Impact Analysis – N/A
Presentation



City of
Lake Worth
Beach
FLORIDA

The Art of Florida Living.SM



JUSTICE ASSISTANCE GRANT FISCAL YEAR 2022 - 2026

CITY OF LAKE WORTH BEACH
City Commission Meeting
July 19, 2022



Edward Byrne Memorial Justice Assistance Grant Program

The Edward Byrne Memorial Justice Assistance Grant (JAG) program is the leading source of formula-based federal justice funding to eligible state and local jurisdictions. The JAG Program provides states, tribes, and local governments with critical funding necessary to support a range of program areas.



Eligible Activities

Eligible program areas include law enforcement, prosecution, indigent defense, courts, crime prevention and education, corrections and community corrections, drug treatment and enforcement, planning, evaluation, technology improvement, and crime victim and witness initiatives and mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams.

FY 2022-2026 JAG Award Funds = \$33,124

The City can submit only ONE (1) Application for the Total Amount. However, the proposed activity can be changed post award during the grant period of FY 2022-2026 by submission of a Change of Scope Grant Award Modification or GAM.



Current JAG Funding

The City is currently utilizing the balance of its FY 2020 -2024 JAG award funding for the City's Out of School Programs Coordinator position to continue the provision of general management, oversight and coordination of the City's out-of-school programs for at-risk youth at the City's Municipal Library. In addition, the City's FY 2021-2025 JAG award funding has been approved for this purpose. This is an eligible prevention and education program under the JAG Program guidelines.

Staff Recommendation for Use of FY 2022-2026 JAG Award

Staff recommends the continuation of the out-of-school literacy, prevention and education programs for at-risk youth at the City's Municipal Library with the FY 2022-2026 JAG award of \$33,124. The funding provided under the FY 2021-2025 JAG award in the amount of \$34,606, combined with the current balance of \$24,205 from the FY 2020-2024 JAG award, will ensure the retention of the City's Out of School Programs Coordinator on a full-time basis through Fiscal Year 2024. The funding from the new JAG award will be sufficient to maintain this position for one additional year in Fiscal Year 2025.

This activity has been conducted since FY 2009 when the City's Youth Empowerment Centers were established. More recently literacy components have been included to now conduct the out of school programs at the Municipal Library. This program has been proven to be highly effective in reducing the incidence of youth delinquency, increasing school attendance and improving academic performance among participating youth (ages 10 – 17).

Staff respectfully requests direction from the City Commission to determine the best use of these funds.



Questions?



AGENDA
CITY OF LAKE WORTH BEACH
REGULAR CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, AUGUST 02, 2022 - 6:00 PM

ROLL CALL:

INVOCATION OR MOMENT OF SILENCE: led by Commissioner Sarah Malega

PLEDGE OF ALLEGIANCE: led by Vice Mayor Christopher McVoy

AGENDA - Additions / Deletions / Reordering:

PRESENTATIONS: (there is no public comment on Presentation items)

- A. Presentation from Kelly Smallridge on the status of Economic Development activity in Palm Beach County and how it is intrinsically connected to housing, especially affordable/workforce housing

COMMISSION LIAISON REPORTS AND COMMENTS:

CITY MANAGER'S REPORT:

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:

APPROVAL OF MINUTES:

- A. Regular Meeting - July 5, 2022

CONSENT AGENDA: (public comment allowed during Public Participation of Non-Agendaed items)

PUBLIC HEARINGS:

UNFINISHED BUSINESS:

NEW BUSINESS:

- A. Ordinance 2022-12 - First Reading - amending Chapter 23 "Land Development Regulations," Article 1 "General Provisions," Division 2 "Definitions," and Article 2 "Administration", Division 3 "Permits" adding a new Section 23.2-39 "Affordable/Workforce Housing Program," providing for a Lake Worth Beach Affordable/Workforce Housing Program
- B. Ordinance 2022-13 - First Reading - amending Chapter 23 "Land Development Regulations," Article 1 "General Provisions," Division 2 "Definitions," Section 23.1-12 "Definitions," and Article 4 "Development Standards", adding a new Section 23.4-25 "Micro-Units," providing for Micro-Unit Housing

C. Ordinance 2022-14 - First Reading - amending Chapter 23 “Land Development Regulations,” Article 1 “General Provisions,” Division 2 “Definitions,” Section 23.1-12 “Definitions”, and Article 2 “Administration”, Division 3 “Permits,” Section 23.2-31 “Site Design Qualitative Standards,” providing standards for buildings

CITY ATTORNEY'S REPORT:

UPCOMING MEETINGS AND WORK SESSIONS:

ADJOURNMENT:

The City Commission has adopted Rules of Decorum for Citizen Participation (See Resolution No. 25-2021). The Rules of Decorum are posted within the City Hall Chambers, City Hall Conference Room, posted online at: <https://lakeworthbeachfl.gov/government/virtual-meetings/>, and available through the City Clerk's office. Compliance with the Rules of Decorum is expected and appreciated.

If a person decides to appeal any decision made by the board, agency or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (F.S. 286.0105)