



AGENDA
CITY OF LAKE WORTH BEACH
REGULAR CITY COMMISSION MEETING (REVISED)
CITY HALL COMMISSION CHAMBER
TUESDAY, SEPTEMBER 19, 2023 - 6:00 PM

ROLL CALL:

INVOCATION OR MOMENT OF SILENCE: led by Mayor Betty Resch

PLEDGE OF ALLEGIANCE: led by Commissioner Reinaldo Diaz

AGENDA - Additions / Deletions / Reordering:

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

- A. Certificate of Appreciation presented to LWB Water Utilities employees for their performance during Hurricane Ian by Lisa M. Wilson-Davis, Operations & Regulatory Compliance Manager for the City of Boca Raton on behalf of the Florida Water & Wastewater Agency Response Network (FlaWARN)
- B. Proclamation declaring September 30, 2023 as Arbor Day
- C. Proclamation declaring September 15 - October 15, 2023 as Hispanic Heritage Month

COMMISSION LIAISON REPORTS AND COMMENTS:

CITY MANAGER'S REPORT:

CITY ATTORNEY'S REPORT:

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:

APPROVAL OF MINUTES:

- A. [Pre-agenda Work Session - August 11, 2023](#)
- B. [Special Meeting - August 15, 2023](#)
- C. [Regular Meeting - August 15, 2023](#)
- D. [Budget Work Session #4 - August 17, 2023](#)
- E. [Budget Work Session #5 - August 22, 2023](#)

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

- A. [Fiscal Year 2024 State Aid to Libraries Grant Application](#)
- B. [Community Development Block Grant Project Agreement Amendment 002 for Harold Grimes Memorial Park Improvements Phase I](#)
- C. [Proclamation declaring September 17-23, 2023 as Constitution Week](#)
- D. [Eighth Amendment to Professional Services Agreement with Ben Few & Company, Inc.](#)

- E. [Sixth Amendment to the Agreement with Gallagher Bassett Services Inc. for Fiscal Year 2024](#)
- F. [Property and Casualty Insurance Services renewals with Brown & Brown Inc. and City insurance coverage for FY 2023-2024](#)

PUBLIC HEARINGS:

- A. [Ordinance 2023-10 - Second Reading - Amending the City's Comprehensive Plan, adding a new property rights element as required by F.S. 163.3177\(6\)\(i\)](#)
- B. [Ordinances 2023-17 & 2023-18 – Second Reading – A privately-initiated small-scale Future Land Use Map \(FLUM\) amendment and Zoning Map amendment \(rezoning\) for the project known as “Madison Terrace” located at 821 South Dixie Highway](#)
- C. [Ordinance 2023-16 - Second Reading - Consideration of a Mixed Use Urban Planned Development \(Residential Only\), Development of Significant Impact, Major Site Plan, Conditional Use, Right-Of-Way Abandonment, Sustainable Bonus Incentive Program, Affordable/Workforce Housing Program, and Transfer of Development Rights for the project commonly referred to as “Madison Terrace”](#)

NEW BUSINESS:

- A. [Contract with Oceanside Beach Services, Inc., for beach equipment rental concessions.](#)
- B. [Consideration of an Unsolicited Offer to Purchase the City Owned, Vacant Lot at 1112 18th Avenue North](#)
- C. [6th Avenue South Substation Property Exchange](#)

UPCOMING MEETINGS AND WORK SESSIONS:

September 26 @ 6 pm - Utility meeting
September 28 @ 6 pm - 2nd Budget Hearing
October 3 @ 6 pm - Regular meeting

ADJOURNMENT:

The City Commission has adopted Rules of Decorum for Citizen Participation (See Resolution No. 13-2023). 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
CITY COMMISSION PRE-AGENDA WORK SESSION
CITY HALL COMMISSION CHAMBER
FRIDAY, AUGUST 11, 2023 - 9:00 AM**

The meeting was adjourned by Vice Mayor McVoy on the above date at 9:09 AM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida due to lack of a quorum.

ROLL CALL: Present was Vice Mayor Christopher McVoy. Also present were City Manager Carmen Davis and Deputy City Clerk Shayla Ellis. Mayor Betty Resch, Commissioners Sarah Malega, Kimberly Stokes and Reinaldo Diaz were absent.

UPDATES / FUTURE ACTION / DIRECTION:

ADJOURNMENT:

The meeting adjourned at 9:09 AM.

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

Minutes Approved: September 19, 2023

MINUTES
CITY OF LAKE WORTH BEACH
SPECIAL CITY COMMISSION MEETING – ADVISORY BOARD APPOINTMENTS
CITY HALL COMMISSION CHAMBER
TUESDAY, AUGUST 15, 2023 – 5:00 PM

The meeting was called to order by Mayor Resch on the above date at 5:33 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

ROLL CALL: (0:24) Present were Mayor Betty Resch; Vice Mayor Christopher McVoy (arrived at 5:37 PM) and Commissioners Sarah Malega, Kimberly Stokes and Reinaldo Diaz. Also present were Interim Assistant City Manager Jamie Brown, City Attorney and Deputy City Clerk Shayla Ellis.

UNFINISHED BUSINESS: (1:20)

A. Advisory Board Interviews & Appointments

1. Education Task Force (2:05)

Action: Motion made by Commissioner Stokes and seconded by Commissioner Malega to appoint to Andrea Hernandez to Highland Elementary. Sacred Heart will be appointed at a later date.

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

2. Planning & Zoning Board (4:20)

Action: Motion made by Commissioner Malega and seconded by Commissioner Diaz to appoint Mark Humm to the Planning and Zoning Board. (11:47)

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

Action: Motion made by Commissioner Malega and seconded by Commissioner Stokes to appoint Henry Pawski to the Planning and Zoning Board. (11:57)

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor McVoy, and Commissioners Malega, Stokes and Diaz. NAYS: Vice Mayor McVoy.

ADJOURNMENT: (17:25)

Action: Motion made by Commissioner Malega and seconded by Commissioner Stokes to adjourn the meeting at 5:20 PM.

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

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

Minutes approved September 19, 2023.

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

DRAFT

**MINUTES
CITY OF LAKE WORTH BEACH
REGULAR CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, AUGUST 15, 2023 – 6:00 PM**

The meeting was called to order by Mayor Resch on the above date at 6:02 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

ROLL CALL: (30:30) 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 Christy Goddeau and Deputy City Clerk Shayla Ellis.

INVOCATION OR MOMENT OF SILENCE: (31:00) was led by Commissioner Reinaldo Diaz.

PLEDGE OF ALLEGIANCE: (31:50) was led by Mayor Betty Resch.

ADDITIONS/DELETIONS/REORDERING: (32:07)

New Business, Item C - Discussion regarding the requested \$2 million transfer of ARPA Funds for Affordable Housing to CRA was deleted from the agenda and moved to the September 5' 2023 meeting.

Action: Motion made by Commissioner Stokes and seconded by Vice Mayor McVoy to approve agenda as amended.

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

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

A. Hoops to Hope Presentation by Tom McArdle, Founder, brought forward by Commissioner Malega (33:01)

B. Southeast Florida Behavioral Health Network Program and Services Presentation by Becky Walker, brought forward by Commissioner Stokes (45:15)

C. Proclamation declaring August 26, 2023 as Women's Equality Day (1:01:27)

COMMISSION LIAISON REPORTS AND COMMENTS: (1:04:05)

CITY MANAGER'S REPORT: (1:22:07)

City Manager Davis did not provide a report.

CITY ATTORNEY'S REPORT: (1:22:29)

City Attorney Goddeau did not provide a report.

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA: (1:22:37)

APPROVAL OF MINUTES: (1:59:43)

Action: Motion made by Commissioner Stokes and seconded by Commissioner Malega to approve the following minutes:

- A. Work Session - July 20, 2023
- B. Budget Work Session #2 - July 24, 2023
- C. Special Meeting - July 29, 2023

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

CONSENT AGENDA: (public comment allowed during Public Participation of Non-Agendaed items) (1:59:49)

- A. Resolution No. 30- 2023 – Fiscal Year 2023-2024 Community Development Block Grant Agreement

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

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

PUBLIC HEARINGS:

- A. Ordinance No. 2023-06 – Second Reading - Amending multiple sections of Chapter 23 “Land Development Regulations” to address several housekeeping and minor changes for clarity, to provide for a reduction in the side setback requirements to 5 feet for accessory structures and pools on lots greater than 50 feet, to provide for new standards for street walls, and to expand and clarify the waiver provisions (2:00:00)

City Attorney Goddeau read the ordinance by title only.

ORDINANCE 2023-06 - AN ORDINANCE OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING CHAPTER 23 “LAND DEVELOPMENT REGULATIONS,” BY AMENDING ARTICLE 1 “GENERAL PROVISIONS,” DIVISION 2, “DEFINITIONS,” SECTION 23.1-12 - DEFINITIONS; ARTICLE 2 “ADMINISTRATION,” DIVISION 3, “PERMITS,” SECTION 23.2-27 - WAIVER; ARTICLE 2 “ADMINISTRATION,” DIVISION 3, “PERMITS,” SECTION 23.2-31 - SITE DESIGN QUALITATIVE STANDARDS; ARTICLE 3 “ZONING DISTRICTS,” DIVISION 2, “RESIDENTIAL DISTRICTS,” SECTION 23.3-7 – SF-R - SINGLE-FAMILY RESIDENTIAL; ARTICLE 3 “ZONING DISTRICTS” DIVISION 2,

“RESIDENTIAL DISTRICTS,” SECTION 23.3-8 – SF-TF 14 - SINGLE-FAMILY AND TWO-FAMILY RESIDENTIAL; ARTICLE 3 “ZONING DISTRICTS,” DIVISION 2, “RESIDENTIAL DISTRICTS,” SECTION 23.3-10 – MF-20 - MULTI-FAMILY RESIDENTIAL; ARTICLE 3 “ZONING DISTRICTS,” DIVISION 2, “RESIDENTIAL DISTRICTS,” SECTION 23.3-11 – MF-30 - MEDIUM DENSITY MULTI-FAMILY RESIDENTIAL; ARTICLE 3 “ZONING DISTRICTS,” DIVISION 2, “RESIDENTIAL DISTRICTS,” SECTION 23.3-12 – MF-40 - HIGH DENSITY MULTI-FAMILY RESIDENTIAL; ARTICLE 4 “DEVELOPMENT STANDARDS,” SECTION 23.4-1 – SECONDARY (ACCESSORY) DWELLING UNIT; ARTICLE 4 “DEVELOPMENT STANDARDS,” SECTION 23.4-10 – OFF-STREET PARKING; ARTICLE 4 “DEVELOPMENT STANDARDS,” SECTION 23.4-13 - ADMINISTRATIVE USES AND CONDITIONAL USES; ARTICLE 4 “DEVELOPMENT STANDARDS,” SECTION 23.4.16. – MECHANICAL SYSTEMS / EQUIPMENT FOR EXISTING RESIDENTIAL STRUCTURES, ARTICLE 5 “SUPPLEMENTAL REGULATIONS,” SECTION 23.5-1 – SIGNS; ARTICLE 5 “SUPPLEMENTAL REGULATIONS,” SECTION 23.5-3 – NONCONFORMITIES; AND PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN CONFLICT, CODIFICATION, AND AN EFFECTIVE DATE

Action: Motion made by Commissioner Malega and seconded by Commissioner Stokes to approve Ordinance 2023-06 on second reading amending multiple sections of Chapter 23 “Land Development Regulations” to address several housekeeping and minor changes for clarity, to provide for a reduction in the side setback requirements to 5 feet for accessory structures and pools on lots greater than 50 feet, to provide for new standards for street walls, and to expand and clarify the waiver provisions.

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

B. Ordinances 2023-17 & 2023-18 – First Reading – A privately-initiated small-scale Future Land Use Map (FLUM) amendment and Zoning Map amendment (rezoning) for the project known as “Madison Terrace” located at 821 South Dixie Highway (2:06:38)

City Attorney Goddeau read the ordinance by title only.

ORDINANCE NO. 2023-17 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING THE CITY’S OFFICIAL ZONING MAP FROM THE ZONING DISTRICT OF MIXED USE – DIXIE HIGHWAY (MU-DH) TO TRANSIT ORIENTED DEVELOPMENT – EAST (TOD-E) ON PROPERTY GENERALLY LOCATED AT THE NORTHWEST CORNER OF SOUTH DIXIE HIGHWAY AND 9TH AVENUE AT 821 SOUTH DIXIE HIGHWAY, AND AS MORE PARTICULARLY DESCRIBED IN EXHIBIT A; AND PROVIDED FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

Action: Motion made by Vice Mayor McVoy and seconded by Commissioner Diaz to approve Ordinance No. 2023-17 on first reading and set the second reading and public hearing for September 05, 2023. (2:18:38)

Vote: Voice vote showed: Mayor Resch, Vice Mayor McVoy, Commissioners Malega, Stokes and

Diaz. NAYS: None.

City Attorney Goddeau read the ordinance by title only.

ORDINANCE NO. 2023-18 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING THE CITY'S COMPREHENSIVE PLAN FUTURE LAND USE MAP THROUGH A SMALL SCALE MAP AMENDMENT FROM THE FUTURE LAND USE (FLU) DESIGNATION OF MIXED USE – EAST (MU-E) TO THE TRANSIT ORIENTED DEVELOPMENT (TOD) FLU DESIGNATION ON PROPERTY GENERALLY LOCATED AT THE NORTHWEST CORNER OF SOUTH DIXIE HIGHWAY AND 9TH AVENUE GENERALLY LOCATED AT 821 SOUTH DIXIE HIGHWAY, AND AS MORE PARTICULARLY DESCRIBED IN EXHIBIT A; PROVIDING THAT CONFLICTING ORDINANCES ARE REPEALED; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

Action: Motion made by Commissioner Malega and seconded by Commissioner Stokes to approve Ordinance No. 2023-18 and set the public hearing and second reading for September 5, 2023. (2:09:13)

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

C. Ordinance 2023-16 – First Reading – Consideration of a Mixed Use Urban Planned Development (Residential Only), Development of Significant Impact, Major Site Plan, Conditional Use, Right-Of-Way Abandonment, Sustainable Bonus Incentive Program, Affordable/Workforce Housing Program, and Transfer of Development Rights for the project commonly referred to as “Madison Terrace” (2:18:55)

City Attorney Goddeau read the ordinance by title only.

ORDINANCE NO. 2023-16 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 THE NW CORNER OF SOUTH DIXIE HIGHWAY AND 9TH AVENUE SOUTH TO CONSTRUCT TWO, SIX-STORY MULTI-FAMILY BUILDINGS, CONTAINING A TOTAL OF 176 DWELLING UNITS AS MORE PARTICULARLY DESCRIBED IN EXHIBIT A, LOCATED WITHIN THE TRANSIT ORIENTED DEVELOPMENT – EAST (TOD-E) 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 DEVELOPMENT OF SIGNIFICANT IMPACT; APPROVING A CONDITIONAL USE PERMIT; APPROVING A HEIGHT, DENSITY, AND INTENSITY BONUS INCENTIVE THROUGH THE CITY'S SUSTAINABLE BONUS INCENTIVE PROGRAM, TRANSFER OF DEVELOPMENT RIGHTS PROGRAM, AND AFFORDABLE/WORKFORCE HOUSING PROGRAM; APPROVING A MAJOR SITE PLAN FOR THE DEVELOPMENT OF A RESIDENTIAL PLANNED DEVELOPMENT; APPROVING A RIGHT-OF-WAY ABANDONMENT; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE

Action: Motion made by Vice Mayor McVoy and seconded by Commissioner Stokes to approve Ordinance No. 2023-16, with the additional condition to waive the fee for the transfer of development rights for the project and set the public hearing and second reading for September 19, 2023.

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

The meeting recessed at 9:16 PM and reconvened at 9:32 PM.

Action: Motion made by Commissioner Stokes and seconded by Commissioner Diaz to extend the meeting until 11:00 PM. (4:00:30)

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

UNFINISHED BUSINESS:

A. Update and Discussion on Conceptual Design for the Beach Complex Pool (4:01:02)

Action: Motion made by Commissioner Malega and seconded by Commissioner Diaz to approve the outline programs for the pool and the conceptual pool design concept

Vote: Voice vote showed: Mayor Resch, Commissioners Malega, Stokes and Diaz. NAYS: Vice Mayor McVoy

NEW BUSINESS:

A. Approve a goods and services agreement with Brandano Displays, Inc. for a 30 ft. decorated artificial holiday tree. (4:51:55)

Action: Motion made by Commissioner Malega and seconded by Commissioner Di to approve goods and services agreement with Brandano Displays, Inc. for a 30 ft. decorated artificial holiday tree.

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

B. Garcia Hamilton & Associates Investment Management Agreement. (4:53:54)

Action: Motion made by Commissioner Malega and seconded by Commissioner Stokes to approve the agreement with Garcia Hamilton and Associates for the City's investment management.

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

C. (deleted) Discussion regarding the requested \$2 million transfer of ARPA Funds for Affordable Housing to CRA.

UPCOMING MEETINGS AND WORK SESSIONS:

August 17 @ 6 pm – Budget Work Session #4

August 22 @ 6 pm – Budget Work Session #5

August 29 @ 6 pm – Utility Meeting

September 5 @ 6 pm – Regular Meeting

ADJOURNMENT: (4:56:47)

Action: Motion made by Commissioner Stokes and seconded by Commissioner Malega to adjourn the meeting at 10:29 PM.

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

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

Minutes approved September 19, 2023

Item time stamps correspond to the video recording of the meeting on YouTube.

**MINUTES
CITY OF LAKE WORTH BEACH
CITY COMMISSION BUDGET WORK SESSION #4
CITY HALL COMMISSION CHAMBER
MONDAY, AUGUST 17, 2023 – 6:00 PM**

The meeting was called to order by Mayor Resch on the above date at 6:02 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 Deputy City Clerk Shayla Ellis.

PLEDGE OF ALLEGIANCE: (0:51) led by Commissioner Kimberly Stokes.

UPDATES / FUTURE ACTION / DIRECTION: (3:12)

A. Fiscal Year 2024 Schedule of Fees

Action: Consensus to change Section 6. Service Changes under Electric Utility to split the charges indicated for reconnection of service at the pole to indicate the cost for FY 2024 for non-payment as \$140.00 and the cost for reconnection at the pole after a violation of a rule or regulation to \$250.00. (42:20)

Action: Consensus to change the fee listed in Section 11 of the fee schedule – Meter Tampering/Current Diversion to \$1,000.00 (55:19)

Action: Consensus to change the one-time enrollment fee per meter listed under Advanced Metering Infrastructure Opt-Out to \$80.00 for the water department. (1:13:41)

Action: Consensus to approve the Fee Schedule for FY 2024 with the three changes listed above. (1:16:39)

The meeting recessed at 7:19 PM and reconvened at 7:31 PM.

B. Stantec Modeling (1:29:13)

Action: Consensus to approve a 5% raise in the base rate charges for FY 2024 thru FY 2026 and the reinstatement of the three removed positions in the Electric Utility department per Commission direction.

Action: Consensus to create policy for the provision of quarterly reports to the Commission highlighting the balances of working capital funds and the balances of bond funds for projects.

ADJOURNMENT:

The meeting adjourned at 8:40 PM.

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

Minutes Approved: September 19, 2023

Item that are time stamped refer to the recording of the meeting which is available on YouTube.
(The livestream ended at 8:03 PM).

DRAFT

**MINUTES
CITY OF LAKE WORTH BEACH
CITY COMMISSION BUDGET WORK SESSION #5
CITY HALL COMMISSION CHAMBER
MONDAY, AUGUST 22, 2023 – 6:00 PM**

The meeting was called to order by Mayor Resch on the above date at 6:05 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

ROLL CALL: (0:35) Present were Mayor Betty Resch; Vice Mayor Christopher McVoy and Commissioners Sarah Malega (via Zoom), Kimberly Stokes, and Reinaldo Diaz. Also present were City Manager Carmen Davis and City Clerk Melissa Ann Coyne.

PLEDGE OF ALLEGIANCE: (0:58) led by Commissioner Reinaldo Diaz.

UPDATES / FUTURE ACTION / DIRECTION:

A. FY 2024 Operating Budget and Capital Improvement Program (3:59)

Action: Consensus to table the capital improvement items proposed for FY 2024 for the municipal cemeteries to a future meeting. (1:00:18)

Action: Consensus to use Penny Sales Tax for the projects at South Palm Playground, the Parks' Master Plan and the tennis courts. Also, to use ARPA funds for South Bryant Park and one-half the cost for projects at Spillway Park and the TDR fund for the remaining balance. (1:10:25)

Action: Consensus to use Penny Sales Tax for Sidewalk and ADA special projects. (1:30:01)

Action: Consensus to use Penny Sales Tax for staff offices at the beach and ARPA for the lifeguard towers in the Beach Fund. (1:31:05)

Action: Consensus to table the Golf Fund. Additionally, to add the renovation of the Beach Club building to the CIP program. (1:33:50)

Action: Consensus to fund the bucket truck, the annual vehicle replacement, the forklift in the Garage Fleet Maintenance Fund and the Fleet Maintenance Building with staff looking for the departments to increase their contributions to the latter. (2:01:51)

The meeting recessed at 8:17 PM and reconvened at 8:28 PM.

Action: Consensus to table the ARPA section of the Water Fund and Local Sewer Fund. (2:43:22)

Action: Consensus to fund the Resilient Florida Program – City Wide study via fund balance with additional direction to seek an alternative form of funding opportunities. (2:57:03)

B. CIP and ARPA Updates (2:58:48)

Action: Consensus to fund Solar Energy Loan fund from ARPA funds. (3:11:01)

C. Supplemental Requests (3:13:57)

Action: Consensus to fund an additional Community Planner for Planning and Preservation. (3:29:52)

Action: Consensus to fund an additional Permit Intake Administrative Assistant and additional overtime for building inspectors. (3:33:55)

Action: Consensus to approve supplemental budget request for refuse fund for additional heavy equipment. (3:33:55)

D. Discretionary Sales Tax Update (3:34:29)

E. FY 2024 Staff Position Count to be discussed at the 1st Budget Hearing

Action: Consensus to review the staff count at the first Budget Public Hearing scheduled for September 14, 2023. (2:25)

ADJOURNMENT:

The meeting adjourned at 9:45 PM.

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

Minutes Approved: September 19, 2023

Items that are time stamped coincide to the recording of the meeting on YouTube.

STAFF REPORT REGULAR MEETING

AGENDA DATE: September 19, 2023

DEPARTMENT: Leisure Services

TITLE:

Fiscal Year 2024 State Aid to Libraries Grant Application

SUMMARY:

The City intends to apply for funding assistance in the estimated amount of \$9,000 from the Fiscal Year 2024 State Aid to Libraries grant program. This funding will be used to supplement the operating budget of the City's public library.

BACKGROUND AND JUSTIFICATION:

The City of Lake Worth Beach has recently been notified by the Florida Department of State, Division of Library and Information Services that it is eligible for a formula allocation of an estimated \$9,000 under the State Aid to Libraries Program to assist with the operation and maintenance of its public library for Fiscal Year 2024. These funds cannot supplant existing local funds budgeted for the operation of the City's public library during this period. As an eligibility requirement, the City must have a single administrative head employed on a full-time basis with the responsibility of management and coordination of the operations of the library. The library must provide its services free to the public.

Approval is requested for submission of the application for this funding. It is further requested that authorization be given to the Mayor to execute the grant application, the Grant Agreement with the Florida Department of State, Division of Library and Information Services and the "Certification of Hours, Free Library Services and Access to Materials" form on behalf of the City as part of the application process. The agreement sets forth the terms and conditions for the use of this funding and certifies the expenditure of local funds under a single administrative head for the operation and maintenance of its public library during the previous fiscal year.

MOTION:

Move to approve/disapprove the submission of an application to the State of Florida, Division of Library and Information Services for the Fiscal Year 2024 State Aid to Libraries grant program and authorize the Mayor, or her designee, to execute the Grant Application, the Grant Agreement and the "Certification of Hours, Free Library Service and Access to Materials" form.

ATTACHMENT(S):

Fiscal Impact Analysis

Grant Application

Grant Agreement

"Certification of Hours, Free Library Service and Access to Materials" form

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Inflows					
Current Appropriation	0	9,000*	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows					
Current Appropriation	0	0	0	0	0
Operating	0	9,000*	0	0	0
Capital	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

*estimated amounts

New Appropriation Fiscal Impact:		
	Revenue Source	Expenditure
Department	Leisure Services	Leisure Services
Division	Library	Library
GL Description	180-9720-5721-52.00	
GL Account Number		
Project Number	TBD	TBD
Requested Funds	9,000 (est.)	9,000 (est.)

Lake Worth Beach Public Library


Project Title: State Aid to Libraries Grant

Project Number: 24-ST-59

Request Amount: \$0.00

A. Applicant Information Page 1 of 22

Applicant Information

- a. **Organization Name:** Lake Worth Beach Public Library 
- b. **FEID:** 59-6000358
- c. **Phone number (with extension if applicable):** 561.533.7354
- d. **Principal Address:** 15 North M Street Lake Worth Beach, 33460
- e. **Mailing Address:** 15 North M Street Lake Worth Beach, 33460
- f. **Website:** www.lakeworthbeachfl.gov/library
- g. **Organization Type:** Municipal Government
- h. **Organization Category:** Library
- i. **County:** Palm Beach
- j. **UEI number:** GKQ1QGJPEVC7
- k. **Fiscal Year End Date:** 09/30

1. Applicant Director *

First Name

Cindy

Last Name

Ansell

Phone 561.533.7354

Email cansell@lakeworthbeachfl.gov

2. Project Manager *

First Name

Cindy

Last Name

Ansell

Phone 561.533.7354

Email cansell@lakeworthbeachfl.gov

3. Choose Library Type: *

- Single county library
- Municipal library
- County participating in a Multicounty library
- Multicounty library

4. Is the library in its first two years of operation?

- Yes
- No

B. Expenditure Report Page 2 of 22

The Expenditure Report provides details on library expenditures by funding source. The information assists both local library personnel and Division staff in verifying the accuracy of the funds a library reports as expenditures qualifying for match under Chapter 257, *Florida Statutes*. The total amount listed in the "Local" column is the amount used to calculate the State Aid grant amounts.

1. Expenditure Report -October 1, 2021 - September 30, 2022 *

Expenditure Report -October 1, 2021 - September 30, 2022

Expenditure Category	Local	State	Federal	Other	Total
10 Personnel Services					\$0
30 Operating Expenses					\$0
60 Capital Outlay (Non-Fixed)					\$0
Other					\$0
Total for the operation & maintenance of the library	\$0	\$0	\$0	\$0	\$0
60 Capital Outlay (Fixed, including purchase or construction of a library building or quarters)					\$0

If any amounts are in the other column, please specify.

Total Local Expenditures Submitted for the Operation and Maintenance of the Library:

\$0

Prior year's State Aid Certified Expenditure:

\$464,025.00

Difference:

(\$464,025)

Percentage Difference:

-100.00%

2. Notes

If your total expenditures have changed by more than 10% from last year, please explain in the Notes field. Please describe the funds included in the "Other" Expenditures column in the Notes field, if any.

C. Certification of Local Operating Expenditures Page 3

of 22

Certification of Local Operating Expenditures

We hereby certify that the following total funds from local sources were expended centrally during the fiscal year beginning October 1, 2021, and ending September 30, 2022, for the operation and maintenance of a library under the provisions outlined in Chapter 257.14 - 257.25, Florida Statutes, and guidelines for the State Aid to Libraries Grant Program.

We further certify that the amount listed below does not include funds received from the federal government; funds received from state government; or funds used for purchase or construction of a library building or library quarters. Such funds are not eligible to be used as local match for State Aid applications under Chapter 257, Florida Statutes, and guidelines for the State Aid to Libraries Grant Program.

Total local funds expended centrally by the library for the operation and maintenance of a library between October 1, 2021, and September 30, 2022 is \$0

1. Certification Form Upload *

2. Notes

**FLORIDA DEPARTMENT OF STATE
DIVISION OF LIBRARY AND INFORMATION SERVICES
FY 2024 STATE AID TO LIBRARIES GRANT APPLICATION
CERTIFICATION OF LOCAL OPERATING EXPENDITURES**

The City of Lake Worth Beach governing body for Lake Worth Beach Public Library

We hereby certify that the following total funds from local sources were expended centrally during the fiscal year beginning October 1, 2021 and ending September 30, 2022 for the operation and maintenance of a library under the provisions outlined in Chapter 257.14 - 257.25, *Florida Statutes*, and guidelines for the State Aid to Libraries Grant Program.

We further certify that the amount listed below does not include funds received from the federal government; funds received from state government; or funds used for purchase or construction of a library building or library quarters. Such funds are not eligible to be used as local match for State Aid applications under Chapter 257, *Florida Statutes*, and guidelines for the State Aid to Libraries Grant Program.

Total local funds expended centrally by the library for the operation and maintenance of a library between October 1, 2021 and September 30, 2022:

\$0

SIGNATURES

Library Finance Manager

Single Library Administrative Head

Typed Name

Typed Name

Date

Date

D. Designation of Single Library Administrative Unit

Page 4 of 22

Provide documents verifying designation of the single library administrative unit.

The single library administrative unit means an eligible political subdivision under Section 257.17, *Florida Statutes*, that is designated by a county or municipality to be responsible for managing or coordinating free library service to its residents.

1. Designation of Single Library Administrative Unit *

No changes from previous year

Information to meet this requirement is contained in another document. Use the "Notes" field to indicate where the information is located.

2. Add Documentation

File	Title	Description	Size	Type	View (opens in new window)
LakeWorthDesignations.pdf	Organization Chart		458 [KB]		View file
Departmental Chart.pdf	Department Chart		946 [KB]		View file
Establishment of the library & board 10-19-1926.pdf	Establishment of the library and board		575 [KB]		View file

2.1.

3. Notes

E. Designation of a Governing Body Page 5 of 22

Provide documents verifying designation of a governing body to administer free library service to residents of an eligible political subdivision.

1. Designation of a Governing Body *

No changes from previous year

Information to meet this requirement is contained in another document. Use the "Notes" field to indicate where the information is located.

2. Add Documentation

File	Title	Description	Size	Type	View (opens in new window)
DOS designation of a governing body.pdf			159 [KB]		View file

2.1.

3. Notes

F. Verification of Governing Body Authority Page 6 of 22

Provide documents that verify that the governing body of the library has the authority to set policy, adopt plans, adopt budgets, employ the single administrative head, and enter into contracts on behalf of the library.

1. Verification of Governing Body Authority *

No changes from previous year

Information to meet this requirement is contained in another document. Use the "Notes" field to indicate where the information is located.

2. Add Documentation

File	Title	Description	Size	Type	View (opens in new window)
DOS designation of a governing body.pdf			159 [KB]		View file

2.1.

3. Notes

G. Interlocal Agreements or Contracts to Establish the Library

Page 7 of 22

This section is for any interlocal agreements or contracts that are in place to establish the library.

Include all interlocal agreements or contracts among participating local governments, if two or more participating local governments join to establish a consolidated library or public library cooperative, and other agreements with nongovernmental entities that form the basis for the provision of free library service and outlining the decision making power given to the library's governing body and the power retained by the participating local government.

Interlocal agreements for services or reciprocal borrowing, not for the establishment of the library system, should be submitted in the section "Interlocal Agreements for Library Service".

The description line should clearly describe the attachment. [? Help](#)

1. Interlocal Agreements or Contracts to Establish the Library *

Not applicable

Information to meet this requirement is contained in another document. Use the "Notes" field to indicate where the information is located.

2. Add Documentation

2.1.

3. Notes

H. Position Description of Single Administrative Head

Page 8 of 22

Provide a current position description of the library's single administrative head that has been adopted or approved by the library's governing body.

The description line should clearly describe the attachment. [? Help](#)

1. Position Description of Single Administrative Head *

No changes from previous year

2. Add Documentation

File	Title	Description	Size	Type	View (opens in new window)
Lake Worth Position Desc.pdf	Lake Worth Position Description		89 [KB]		View file

2.1.

3. Notes

I. Certification of Credentials of Single Administrative Head

Page 9 of 22

The form certifies that the library's single library administrative head is employed by the single administrative unit; has completed a library education program accredited by the American Library Association; and has at least two years of full-time paid professional experience, after completing the library education program, in a public library that is open to the public for a minimum of 40 hours per week.

 Help

If the person certified as the Single Administrative Head has changed from the previous year, you will need to complete, sign, and upload a new form to this page.

 [Download Certification Form](#)

1. Certification of Credentials of Single Administrative Head *

No changes from previous year

2. Add Documentation

File	Title	Description	Size	Type	View (opens in new window)
DOS Certification of Credentials.pdf			265 [KB]		View file

2.1.

3. Notes

J. Schedule of Library Hours Page 10 of 22

This section is to verify that at least one library, branch or member library is open to the public at least 40 hours per week.

1. Schedule of Library Hours *

2. Add Documentation

File	Title	Description	Size	Type	View (opens in new window)
Hours of service.docx			19 [KB]		View file

2.1.

3. Notes

K. Long-Range Plan Page 11 of 22

A long-range plan outlines the library's operation and development over a three- to five-year period. The plan must be adopted or approved by the library's governing body.

The Long-Range Plan on file must include the upcoming fiscal year.

1. Long-Range Plan *

No changes from previous year

Information to meet this requirement is contained in another document. Use the "Notes" field to indicate where the information is located.

2. Dates covered by the plan: *

2020-2025

3. Add Documentation

File	Title	Description	Size	Type	View (opens in new window)
LWB Strategic Plan 2020-2025.pdf			4002 [KB]		View file
Long Range Plan Library 2020-2025.docx			3102 [KB]		View file
State Aid Documents Certification.pdf			162 [KB]		View file

3.1.

4. Notes

L. Interlocal Agreements for Library Services Page 12 of

22

If applicable, provide any interlocal agreements among libraries that outline service to residents in a county or municipality that receives Operating Grants.

Interlocal agreements for the establishment of the library system should be submitted in the section "Interlocal Agreements of Contracts to Establish the Library".

1. Interlocal Agreements for Library Services *

No changes from previous year

Information to meet this requirement is contained in another document. Use the "Notes" field to indicate where the information is located.

2. Add Documentation

File	Title	Description	Size	Type	View (opens in new window)
coop agreement 8-4-22_PBC_Coop_Agreemt_Approved.pdf			616 [KB]		View file

2.1.

3. Notes

M. Verification of Reciprocal Borrowing Page 13 of 22

This requirement only applies to a county and the independent municipal libraries within the same county that are applying for State Aid.

If the library is in a county where there are no independent municipal libraries in the same county, click "Not applicable".

Provide documents or library lending policies verifying that the library is providing reciprocal borrowing to residents of all political subdivisions within the county that receive Operating Grants. Borrowing privileges must apply to all materials in a fixed physical format that are eligible to be borrowed by residents of the political subdivision applying for the Operating Grant. Interlibrary loan does not meet this requirement.

1. Verification of Reciprocal Borrowing *

No changes from previous year

Information to meet this requirement is contained in another document. Use the "Notes" field to indicate where the information is located.

2. Add Documentation

File	Title	Description	Size	Type	View (opens in new window)
coop agreement 8-4-22_PBC_Coop_Agreemt_Approved.pdf			616 [KB]		View file

2.1.

3. Notes

N. Verification of Joint Planning Page 14 of 22

This requirement only applies to a county and the independent municipal libraries within the same county that are applying for State Aid.

If the library is in a county where there are no independent municipal libraries in the same county, click "Not applicable".

Provide documents verifying that the library has engaged in joint planning for the coordination of library services within the county that receives Operating Grants. The document must list all libraries participating in joint planning and outline areas of cooperation and activities to be implemented among the county and the independent municipal libraries in the same county.

1. Verification of Joint Planning *

No changes from previous year

Information to meet this requirement is contained in another document. Use the "Notes" field to indicate where the information is located.

2. Add Documentation

File	Title	Description	Size	Type	View (opens in new window)
coop agreement 8-4-22_PBC_Coop_Agreemt_Approved.pdf			616 [KB]		View file

2.1.

3. Notes

O. Grant Agreement Page 15 of 22

The grant agreement is the applicant's official contract with the Department of State.

1. Attachment *

1.1.

**STATE AID TO LIBRARIES GRANT
AGREEMENT BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF STATE
AND
for and on behalf of**

This Agreement is by and between the State of Florida, Department of State, Division of Library and Information Services, hereinafter referred to as the "Division," and the for and on behalf of, hereinafter referred to as the "Grantee."

The Grantee has submitted an application and has met all eligibility requirements and has been awarded a State Aid to Libraries Grant (CSFA 45.030) by the Division in the amount specified on the "Fiscal Year 2023-24 State Aid to Libraries Final Grants" document (which is incorporated as part of this Agreement and entitled Attachment B). The Division has the authority to administer this grant in accordance with Section 257, *Florida Statutes*. By reference, the application and any approved revisions are hereby made a part of this agreement.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. Grant Purpose. This grant shall be used exclusively for the "State Aid to Libraries Grant," the public purpose for which these funds were appropriated.

a) The Grantee shall perform the following **Scope of Work**:

In accordance with Sections 257.17-257.18, Florida Statutes, the Grantee shall receive a grant amount that is calculated and based upon local funds expended during the second preceding fiscal year for the operation and maintenance of the library. For this grant, the local expenditures shall have been made during the period October 1, 2021 - September 30, 2022.

In order to be eligible to receive the grant funding, the Grantee shall manage or coordinate free library service to the residents of its legal service area for the period October 1, 2021 through June 30, 2024. The Grantee shall:

- o Have a single administrative head employed full time by the library's governing body;
- o Provide free library service, including loaning materials available for circulation free of charge and providing reference and information services free of charge;
- o Provide access to materials, information and services for all residents of the area served; and
- o Have at least one library, branch library or member library open 40 hours or more each week (excluding holidays or emergencies; between Sunday through Saturday, on a schedule determined by the library system) during the length of the agreement.

b) The Grantee agrees to provide the following **Deliverables** related to the Scope of Work for payments to be awarded.

Payment 1, Deliverable/Task :

Payment will be a fixed price in the amount of 100% of the grant award for the period October 1, 2021 through June 30, 2024. The Grantee will:

- Have expended funds to provide free library service during the period October 1, 2021 - September 30, 2022;
- Provide an Expenditure Report and certification of Local Operating Expenditures for the period October 1, 2021 - September 30, 2022 only;
- Provide documentation showing that at least one library, branch library or member library is open 40 hours or more each week (excluding holidays or emergencies; between Sunday through Saturday, on a schedule determined by the library system) during the length of the agreement;
- Provide the Certification of Credentials for the Single Administrative Head; and
- Provide a Certification of Hours, Free Library Service and Access to Materials.

c) Grant funds shall be used for the operation and maintenance of the library. The allowable budget categories are: Personnel Services (salaries, wages, and related employee benefits provided for all persons employed by the reporting entity whether on full-time, part-time, temporary, or seasonal basis); Operating Expenses (expenditures for goods and services which primarily benefit the current period and are not defined as personal services or capital outlays); Non-Fixed Capital Outlay (outlays for the acquisition of or addition to fixed assets); and Other (other operating expenditure categories in the library budget).

2. **Length of Agreement.** This Agreement covers the period of October 1, 2021 to June 30, 2024, unless terminated in accordance with the provisions of Section 28 of this Agreement. This period begins with the start of the Grantee's second preceding fiscal year (October 1, 2021) and concludes with the end of the State of Florida's current fiscal year (June 30, 2024).
3. **Expenditure of Grant Funds.** Grant funds will be used to reimburse a portion of local funds expended by the Grantee during their second preceding fiscal year (October 1, 2021 – September 30, 2022) for the operation and maintenance of a library and shall not exceed the amount specified in Attachment B.
4. **Contract Administration.** The parties are legally bound by the requirements of this agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement and will be the official contact for each party. Any notice(s) or other communications regarding this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below should be submitted in writing to the contract manager within 10 days of the change.

For the Division of Library and Information Services:

Tom Peña, Grant Programs Supervisor
 Florida Department of State
 R.A. Gray Building
 Mail Station # 9D
 500 South Bronough Street
 Tallahassee, FL 32399-0250
 Phone: 850.245.6620
 Email: thomas.pena@dos.myflorida.com

For the Grantee:

Phone:

Email:

5. **Grant Payments.** The total grant award shall not exceed the amount specified on the “Fiscal Year 2023-24 State Aid to Libraries Final Grants” document (Attachment B), which shall be paid by the Division in consideration for the Grantee’s minimum performance as set forth by the terms and conditions of this Agreement. Payment will be a fixed price in the amount of 100% of the grant award as specified in Attachment B. Payment will be made in accordance with the completion of the Deliverables.

6. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through EFT must submit a Vendor Direct Deposit Authorization Form (form number DFS-AI-26E, rev 3/2022), incorporated by reference, to the Florida Department of Financial Services. If EFT has already been set up for your organization, you do not need to submit another authorization form unless you have changed bank accounts. To download this form visit myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/vendors/vendor-relations/dfs-ai-26e-direct-deposit-vendors.pdf?sfvrsn=eff728cf_16. The form also includes tools and information that allow you to check on payments.

7. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit fvendor.myfloridacfo.com. **A copy of the Grantee’s Florida Substitute Form W-9 must be submitted by the Grantee to the Division before or with the executed Agreement.**

8. **Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*:

The Department shall require the return of the award in a prorated amount based upon the percentage of time that the library failed to perform the minimum level of services. The prorated reduction will be in the same percentage as the percentage of time that the library was not providing minimum level of services.

9. **Credit Line(s) to Acknowledge Grant Funding.** The Division requires public acknowledgement of State Aid to Libraries Grant funding for activities and publications supported by grant funds. Any announcements, information, press releases, publications, brochures, videos, webpages, programs, etc., created as part of a State Aid to Libraries Grant project must include an acknowledgment that State Aid to Libraries Grant funds were used to create them.

Use the following text:

“This project has been funded under the provisions of the State Aid to Libraries Grant program, administered by the Florida Department of State’s Division of Library and Information Services.”

10. **Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable project costs as outlined in the Department of Financial Services’ Reference Guide for State Expenditures (as of October 2022), incorporated by reference, which are available online at myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2.

Grant funds may not be used for the purchase or construction of a library building or library quarters.

11. **Travel Expenses.** The Grantee must pay any travel expenses, from grant or local matching funds, in accordance to the provisions of Section 112.061, *Florida Statutes*.
12. **Unobligated and Unearned Funds and Allowable Costs.** In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of State funds as outlined in the Department of Financial Service's Reference Guide for State Expenditures (as of October 2022) myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2, incorporated by reference.
13. **Repayment.** All refunds or repayments to be made to the Department under this agreement are to be made payable to the order of "Department of State" and mailed directly to the following address: Florida Department of State, Attention: Thomas Peña, Division of Library and Information Services, 500 South Bronough Street, Mail Station #9D, Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Recipient shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.
14. **Single Audit Act.** Each Grantee, other than a Grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, *Florida Statutes*. See Attachment A for additional information regarding this requirement. If a Grantee is not required by law to conduct an audit in accordance with the Florida Single Audit Act because it did not expend at least \$750,000 in state financial assistance, it must submit a Financial Report on its operations pursuant to Section 218.39, *Florida Statutes* within nine months of the close of its fiscal year. Audits must be submitted on the DOS Grants System at dosgrants.com.
15. **Retention of Accounting Records.** Financial records, supporting documents, statistical records and all other records, including electronic storage media pertinent to the Project, shall be retained for a period of five (5) fiscal years after the closeout of the grant and release of the audit. If any litigation or audit is initiated or claim made before the expiration of the five-year period, the records shall be retained for five fiscal years after the litigation, audit or claim has been resolved.
16. **Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts and transcripts.
17. **Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.
18. **Noncompliance.** Any Grantee that is not following Florida Statutes or rules, the terms of the grant agreement, Florida Department of State (DOS) policies and guidance, local policies, or other applicable law or that has not submitted required reports or satisfied other administrative requirements for other Division of Library and Information Services grants or grants from any other DOS Division will be in noncompliance status and subject to the DOS Grants Compliance Procedure. DOS Divisions include the Division of Arts and Culture, the

Division of Elections, the Division of Historical Resources and the Division of Library and Information Services. Grant compliance issues must be resolved before a grant award agreement may be executed and before grant payments for any DOS grant may be released.

- 19. Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:
- a) The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance and expenditure of state funds;
 - b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division;
 - c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget;
 - d) The name of the account(s) must include the grant award number;
 - e) The Grantee's accounting records must have effective control over and accountability for all funds, property and other assets; and
 - f) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills and canceled checks).
- 20. Availability of State Funds.** The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature. In the event that the state funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee beyond those amounts already expended prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.
- 21. Lobbying.** The Grantee will not use any grant funds for lobbying the state legislature, the state judicial branch or any state agency.
- 22. Independent Contractor Status of Grantee.** The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.
- 23. Grantee's Subcontractors.** The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be independent contractors and will not be considered or permitted to be agents, servants, joint venturers or partners of the Division.
- 24. Liability.** The Division will not assume any liability for the acts, omissions to act or negligence of the Grantee, its agents, servants or employees; nor may the Grantee exclude liability for its own acts, omissions to act or negligence to the Division.

- a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees and subcontractors. The Grantee shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with this Section.
- b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity or increases the limits of its liability by entering into this Agreement.
- c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.
- d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities, provided that such subcontract has been approved in writing by the Department prior to its execution and provided that it is understood by the Grantee that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

- 25. **Strict Compliance with Laws.** The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state and federal law. For consequences of noncompliance, see Section 18, Noncompliance.
- 26. **No Discrimination.** The Grantee may not discriminate against any employee employed under this Agreement or against any applicant for employment because of race, color, religion, gender, national origin, age, handicap, pregnancy or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.
- 27. **Breach of Agreement.** The Division will demand the return of grant funds already received, will withhold subsequent payments and/or will terminate this agreement if the Grantee improperly expends and manages grant funds; fails to prepare, preserve or surrender records required by this Agreement; or otherwise violates this Agreement.
- 28. **Termination of Agreement.** The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee shall be compensated for any work completed in accordance with this Agreement prior to the notification of termination if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages if grant funds are returned under this Section.
- 29. **Preservation of Remedies.** No delay or omission to exercise any right, power or remedy accruing to either party upon breach or violation by either party under this Agreement shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default or any similar breach or default.
- 30. **Non-Assignment of Agreement.** The Grantee may not assign, sublicense or otherwise transfer its rights, duties or obligations under this

Agreement without the prior written consent of the Division, which shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties and obligations of the Division to another governmental entity, pursuant to Section 20.06, *Florida Statutes* or otherwise, the rights, duties and obligations under this Agreement shall be transferred to the succeeding governmental agency as if it was the original party to this Agreement.

- 31. Required Procurement Procedures for Obtaining Goods and Services.** The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project in accordance with Section 287.057, *Florida Statutes*.
- a) Procurement of Goods and Services Not Exceeding \$35,000. The Grantee must use the applicable procurement method described below:
1. Purchases Up to \$2,500: Procurement of goods and services where individual purchases do not exceed \$2,500 do not require competition and may be conducted at the Grantee's discretion.
 2. Purchases or Contract Amounts Between \$2,500 and \$35,000: Goods and services costing between \$2,500 and \$35,000 require informal competition and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.
- b) Procurement of Goods and Services Exceeding \$35,000. Goods and services costing over \$35,000 may be procured by either Formal Invitation to Bid, Request for Proposals or Invitation to Negotiate and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.
- 32. Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes* and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.
- 33. Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Library and Information Services.
- 34. Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act (8 USC 1324(a) (as of April 2019)), incorporated by reference. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
- 35. Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.
- 36. Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes* and the Americans with Disabilities Act of 1990 (ada.gov (as of January 2020)), incorporated by reference).
- 37. Governing Law.** This Agreement shall be construed, performed and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.

38. Entire Agreement. The entire Agreement of the parties consists of the following documents:

- a) This Agreement
- b) Florida Single Audit Act Requirements (Attachment A)
- c) Fiscal Year 2023-24 State Aid to Libraries Final Grants (Attachment B)

The Grantee hereby certifies that they have read this entire Agreement and will comply with all of its requirements.

Grantee:

Department of State

By: _____

By: _____

Chair of Governing Body or Chief Executive Officer

Amy L. Johnson, Director
Division of Library and Information Services
Department of State, State of Florida

Typed name and title

Date

Date

Clerk or Chief Financial Officer

Witness

Date

Date

ATTACHMENT A

FLORIDA SINGLE AUDIT ACT REQUIREMENTS

AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

Monitoring

In addition to reviews of audits conducted in accordance with 2 *CFR* 200, Subpart F - Audit Requirements, and section 215.97, *Florida Statutes (F.S.)*, as revised (see Audits below), monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 *CFR* 2 §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

Audits

Part I: Federally Funded

This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 *CFR* §200.90, §200.64, and §200.70.

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 *CFR* 200, Subpart F - Audit Requirements. Exhibit 1 to this agreement lists the federal resources awarded through the Department of State by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of State. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 *CFR* 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 *CFR* 200.514, will meet the requirement of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 *CFR* 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 *CFR* 200, subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 *CFR* 200, subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

Part II: State Funded

This part is applicable if the recipient is a nonstate entity as defined by section 215.97(2) *F.S.*

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017 and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, *F.S.*; Rule Chapter 69I-5 *F.A.C.*, State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), *F.S.* This includes submission of a financial reporting package as defined by Section 215.97(2) *F.S.*, and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017 and thereafter), an audit conducted in accordance with the provisions of Section 215.97, *F.S.*, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, *F.S.*, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)

<http://www.myfloridacfo.com/>

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)

<http://www.leg.state.fl.us/>

Part III: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 *CFR* 200, Subpart F - Audit Requirements, and required by PART I of this agreement shall be submitted, when required by 2 *CFR* 200.512, by or on behalf of the recipient directly to each of the following:
 - A. The Department of State via the DOS Grants System at <https://dosgrants.com>.
 - B. The Federal Audit Clearinghouse (FAC) as provided in 2 *CFR* 200.6 and section 200.512

The FAC's website prides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:
 - A. The Department of State via the DOS Grants System at <https://dosgrants.com>.

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

3. Any reports, management letter, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with 2 *CFR* 200.512, section 215.97 *F.S.* and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 *CFR* 200, Subpart F - Audit Requirements or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

Part IV: Record Retention

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five years from the date the audit report is issued, and shall allow the Department of State, or its designee, the CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, the CFO, or Auditor General upon request for a period of at least three years from the date the audit report is issued, unless extended in writing by the Department of State.

EXHIBIT – 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Not applicable.

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Not applicable.

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Not applicable.

SUBJECT TO SECTION 215.97, *FLORIDA STATUTES*:

Florida Department of State, State Aid to Libraries;

CSFA Number. 45.030

Award Amount: See Attachment B.

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

The compliance requirements of this state project may be found in Part Four (State Project Compliance Requirements) of the State Projects Compliance Supplement located at <https://apps.fldfs.com/fsaa/>.

ATTACHMENT B
Fiscal Year 2023-24 State Aid to Libraries Final Grants

P. Certification of Hours, Free Library Service and Access to Material

1. Certification of Hours, Free Library Service and Access to Materials Form Upload*

2. Notes

Q. Electronic Payments Page 17 of 22

1. Electronic Payments

1.1.

Previously Submitted

R. Annual Plan of Service (Due 12/1) Page 18 of 22

1. Annual Plan of Service *

Information to meet this requirement is contained in another document. Use the "Notes" field to indicate where the information is located.

2. Add Documentation

2.1.

3. Notes

S. Budget (Due 12/1) Page 19 of 22

1. Budget *

Information to meet this requirement is contained in another document. Use the "Notes" field to indicate where the information is located.

2. Add Documentation

2.1.

3. Notes

T. Summary Financial Report (Due 12/1) Page 20 of 22

1. Part A *

Local funds expended centrally on the maintenance and operation of a library during FY 2022 - 2023.

\$464,025

2. Part B *

Anticipated amount of local funds that will be expended centrally on the maintenance and operation of a library during FY 2023 - 2024.

3. Part C

U. Annual Statistical Report Form (Due 12/1) Page 21 of 22

This component of the application is due by December 1.

Following the October 1 deadline, your application will be returned to add the remaining components as needed due December 1.

1. Annual Statistical Report Form *

2. Notes

V. Review and Submit Page 22 of 22

1. Review and Submit

I hereby certify that I am authorized to submit this application on behalf of Lake Worth Beach Public Library and that all information indicated is true and accurate. I acknowledge that my electronic signature below shall have the same legal effect as my written signature. I am aware that making a false statement or representation to the Department of State constitutes a third degree felony as provided for in s. 817.155, F.S., punishable as provided for by ss. 775.082, 775.083, and 775.084.

1.1. Signature (Enter first and last name)

**STATE AID TO LIBRARIES GRANT
AGREEMENT BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF STATE
AND
for and on behalf of**

This Agreement is by and between the State of Florida, Department of State, Division of Library and Information Services, hereinafter referred to as the "Division," and the for and on behalf of, hereinafter referred to as the "Grantee."

The Grantee has submitted an application and has met all eligibility requirements and has been awarded a State Aid to Libraries Grant (CSFA 45.030) by the Division in the amount specified on the "Fiscal Year 2023-24 State Aid to Libraries Final Grants" document (which is incorporated as part of this Agreement and entitled Attachment B). The Division has the authority to administer this grant in accordance with Section 257, *Florida Statutes*. By reference, the application and any approved revisions are hereby made a part of this agreement.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **Grant Purpose.** This grant shall be used exclusively for the "State Aid to Libraries Grant," the public purpose for which these funds were appropriated.

a) The Grantee shall perform the following **Scope of Work**:

In accordance with Sections 257.17-257.18, Florida Statutes, the Grantee shall receive a grant amount that is calculated and based upon local funds expended during the second preceding fiscal year for the operation and maintenance of the library. For this grant, the local expenditures shall have been made during the period October 1, 2021 - September 30, 2022.

In order to be eligible to receive the grant funding, the Grantee shall manage or coordinate free library service to the residents of its legal service area for the period October 1, 2021 through June 30, 2024. The Grantee shall:

- o Have a single administrative head employed full time by the library's governing body;
- o Provide free library service, including loaning materials available for circulation free of charge and providing reference and information services free of charge;
- o Provide access to materials, information and services for all residents of the area served; and
- o Have at least one library, branch library or member library open 40 hours or more each week (excluding holidays or emergencies; between Sunday through Saturday, on a schedule determined by the library system) during the length of the agreement.

b) The Grantee agrees to provide the following **Deliverables** related to the Scope of Work for payments to be awarded.

Payment 1, Deliverable/Task :

Payment will be a fixed price in the amount of 100% of the grant award for the period October 1, 2021 through June 30, 2024.
The Grantee will:

- o Have expended funds to provide free library service during the period October 1, 2021 - September 30, 2022;
- o Provide an Expenditure Report and certification of Local Operating Expenditures for the period October 1, 2021 - September 30, 2022 only;
- o Provide documentation showing that at least one library, branch library or member library is open 40 hours or more each week (excluding holidays or emergencies; between Sunday through Saturday, on a schedule determined by the library system) during the length of the agreement;
- o Provide the Certification of Credentials for the Single Administrative Head; and
- o Provide a Certification of Hours, Free Library Service and Access to Materials.

c) Grant funds shall be used for the operation and maintenance of the library. The allowable budget categories are: Personnel Services (salaries, wages, and related employee benefits provided for all persons employed by the reporting entity whether on full-time, part-time, temporary, or seasonal basis); Operating Expenses (expenditures for goods and services which primarily benefit the current period and are not defined as personal services or capital outlays); Non-Fixed Capital Outlay (outlays for the acquisition of or addition to fixed assets); and Other (other operating expenditure categories in the library budget).

2. **Length of Agreement.** This Agreement covers the period of October 1, 2021 to June 30, 2024, unless terminated in accordance with the provisions of Section 28 of this Agreement. This period begins with the start of the Grantee's second preceding fiscal year (October 1, 2021) and concludes with the end of the State of Florida's current fiscal year (June 30, 2024).
3. **Expenditure of Grant Funds.** Grant funds will be used to reimburse a portion of local funds expended by the Grantee during their second preceding fiscal year (October 1, 2021 – September 30, 2022) for the operation and maintenance of a library and shall not exceed the amount specified in Attachment B.
4. **Contract Administration.** The parties are legally bound by the requirements of this agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement and will be the official contact for each party. Any notice(s) or other communications regarding this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below should be submitted in writing to the contract manager within 10 days of the change.

For the Division of Library and Information Services:

Tom Peña, Grant Programs Supervisor
 Florida Department of State
 R.A. Gray Building
 Mail Station # 9D
 500 South Bronough Street
 Tallahassee, FL 32399-0250
 Phone: 850.245.6620
 Email: thomas.pena@dos.myflorida.com

For the Grantee:

Phone:

Email:

5. **Grant Payments.** The total grant award shall not exceed the amount specified on the "Fiscal Year 2023-24 State Aid to Libraries Final Grants" document (Attachment B), which shall be paid by the Division in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. Payment will be a fixed price in the amount of 100% of the grant award as specified in Attachment B. Payment will be made in accordance with the completion of the Deliverables.

6. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through EFT must submit a Vendor Direct Deposit Authorization Form (form number DFS-AI-26E, rev 3/2022), incorporated by reference, to the Florida Department of Financial Services. If EFT has already been set up for your organization, you do not need to submit another authorization form unless you have changed bank accounts. To download this form visit myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/vendors/vendor-relations/dfs-ai-26e-direct-deposit-vendors.pdf?sfvrsn=eff728cf_16. The form also includes tools and information that allow you to check on payments.

7. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit [flvendor.myfloridacfo.com](https://vendor.myfloridacfo.com). **A copy of the Grantee's Florida Substitute Form W-9 must be submitted by the Grantee to the Division before or with the executed Agreement.**

8. **Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*:

The Department shall require the return of the award in a prorated amount based upon the percentage of time that the library failed to perform the minimum level of services. The prorated reduction will be in the same percentage as the percentage of time that the library was not providing minimum level of services.

9. **Credit Line(s) to Acknowledge Grant Funding.** The Division requires public acknowledgement of State Aid to Libraries Grant funding for activities and publications supported by grant funds. Any announcements, information, press releases, publications, brochures, videos, webpages, programs, etc., created as part of a State Aid to Libraries Grant project must include an acknowledgment that State Aid to Libraries Grant funds were used to create them.

Use the following text:

"This project has been funded under the provisions of the State Aid to Libraries Grant program, administered by the Florida Department of State's Division of Library and Information Services."

10. **Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable project costs as outlined in the Department of Financial Services' Reference Guide for State Expenditures (as of October 2022), incorporated by reference, which are available online at myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2.

Grant funds may not be used for the purchase or construction of a library building or library quarters.

11. **Travel Expenses.** The Grantee must pay any travel expenses, from grant or local matching funds, in accordance to the provisions of Section 112.061, *Florida Statutes*.
12. **Unobligated and Unearned Funds and Allowable Costs.** In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of State funds as outlined in the Department of Financial Service's Reference Guide for State Expenditures (as of October 2022) myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2, incorporated by reference.
13. **Repayment.** All refunds or repayments to be made to the Department under this agreement are to be made payable to the order of "Department of State" and mailed directly to the following address: Florida Department of State, Attention: Thomas Peña, Division of Library and Information Services, 500 South Bronough Street, Mail Station #9D, Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Recipient shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.
14. **Single Audit Act.** Each Grantee, other than a Grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, *Florida Statutes*. See Attachment A for additional information regarding this requirement. If a Grantee is not required by law to conduct an audit in accordance with the Florida Single Audit Act because it did not expend at least \$750,000 in state financial assistance, it must submit a Financial Report on its operations pursuant to Section 218.39, *Florida Statutes* within nine months of the close of its fiscal year. Audits must be submitted on the DOS Grants System at dosgrants.com.
15. **Retention of Accounting Records.** Financial records, supporting documents, statistical records and all other records, including electronic storage media pertinent to the Project, shall be retained for a period of five (5) fiscal years after the closeout of the grant and release of the audit. If any litigation or audit is initiated or claim made before the expiration of the five-year period, the records shall be retained for five fiscal years after the litigation, audit or claim has been resolved.
16. **Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts and transcripts.
17. **Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.
18. **Noncompliance.** Any Grantee that is not following Florida Statutes or rules, the terms of the grant agreement, Florida Department of State (DOS) policies and guidance, local policies, or other applicable law or that has not submitted required reports or satisfied other administrative requirements for other Division of Library and Information Services grants or grants from any other DOS Division will be in noncompliance status and subject to the DOS Grants Compliance Procedure. DOS Divisions include the Division of Arts and Culture, the

Division of Elections, the Division of Historical Resources and the Division of Library and Information Services. Grant compliance issues must be resolved before a grant award agreement may be executed and before grant payments for any DOS grant may be released.

- 19. Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:
- a) The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance and expenditure of state funds;
 - b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division;
 - c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget;
 - d) The name of the account(s) must include the grant award number;
 - e) The Grantee's accounting records must have effective control over and accountability for all funds, property and other assets; and
 - f) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills and canceled checks).
- 20. Availability of State Funds.** The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature. In the event that the state funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee beyond those amounts already expended prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.
- 21. Lobbying.** The Grantee will not use any grant funds for lobbying the state legislature, the state judicial branch or any state agency.
- 22. Independent Contractor Status of Grantee.** The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.
- 23. Grantee's Subcontractors.** The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be independent contractors and will not be considered or permitted to be agents, servants, joint venturers or partners of the Division.
- 24. Liability.** The Division will not assume any liability for the acts, omissions to act or negligence of the Grantee, its agents, servants or employees; nor may the Grantee exclude liability for its own acts, omissions to act or negligence to the Division.

- a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees and subcontractors. The Grantee shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with this Section.
 - b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity or increases the limits of its liability by entering into this Agreement.
 - c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.
 - d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities, provided that such subcontract has been approved in writing by the Department prior to its execution and provided that it is understood by the Grantee that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
25. **Strict Compliance with Laws.** The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state and federal law. For consequences of noncompliance, see Section 18, Noncompliance.
26. **No Discrimination.** The Grantee may not discriminate against any employee employed under this Agreement or against any applicant for employment because of race, color, religion, gender, national origin, age, handicap, pregnancy or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.
27. **Breach of Agreement.** The Division will demand the return of grant funds already received, will withhold subsequent payments and/or will terminate this agreement if the Grantee improperly expends and manages grant funds; fails to prepare, preserve or surrender records required by this Agreement; or otherwise violates this Agreement.
28. **Termination of Agreement.** The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee shall be compensated for any work completed in accordance with this Agreement prior to the notification of termination if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages if grant funds are returned under this Section.
29. **Preservation of Remedies.** No delay or omission to exercise any right, power or remedy accruing to either party upon breach or violation by either party under this Agreement shall impair any such right, power or remedy of either party, nor shall such delay or omission be construed as a waiver of any such breach or default or any similar breach or default.
30. **Non-Assignment of Agreement.** The Grantee may not assign, sublicense or otherwise transfer its rights, duties or obligations under this

Agreement without the prior written consent of the Division, which shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties and obligations of the Division to another governmental entity, pursuant to Section 20.06, *Florida Statutes* or otherwise, the rights, duties and obligations under this Agreement shall be transferred to the succeeding governmental agency as if it was the original party to this Agreement.

- 31. Required Procurement Procedures for Obtaining Goods and Services.** The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project in accordance with Section 287.057, *Florida Statutes*.
- a) Procurement of Goods and Services Not Exceeding \$35,000. The Grantee must use the applicable procurement method described below:
1. Purchases Up to \$2,500: Procurement of goods and services where individual purchases do not exceed \$2,500 do not require competition and may be conducted at the Grantee's discretion.
 2. Purchases or Contract Amounts Between \$2,500 and \$35,000: Goods and services costing between \$2,500 and \$35,000 require informal competition and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.
- b) Procurement of Goods and Services Exceeding \$35,000. Goods and services costing over \$35,000 may be procured by either Formal Invitation to Bid, Request for Proposals or Invitation to Negotiate and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.
- 32. Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes* and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.
- 33. Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Library and Information Services.
- 34. Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act (8 USC 1324(a) (as of April 2019)), incorporated by reference. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
- 35. Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.
- 36. Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes* and the Americans with Disabilities Act of 1990 (ada.gov (as of January 2020)), incorporated by reference).
- 37. Governing Law.** This Agreement shall be construed, performed and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.

38. Entire Agreement. The entire Agreement of the parties consists of the following documents:

- a) This Agreement
- b) Florida Single Audit Act Requirements (Attachment A)
- c) Fiscal Year 2023-24 State Aid to Libraries Final Grants (Attachment B)

The Grantee hereby certifies that they have read this entire Agreement and will comply with all of its requirements.

Grantee: **Department of State**

By: _____ By: _____

Chair of Governing Body or Chief Executive Officer

Amy L. Johnson, Director
Division of Library and Information Services
Department of State, State of Florida

Typed name and title

Date

Date

Clerk or Chief Financial Officer

Witness

Date

Date

ATTACHMENT A

FLORIDA SINGLE AUDIT ACT REQUIREMENTS

AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

Monitoring

In addition to reviews of audits conducted in accordance with 2 *CFR* 200, Subpart F - Audit Requirements, and section 215.97, *Florida Statutes (F.S.)*, as revised (see Audits below), monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 *CFR* 2 §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

Audits

Part I: Federally Funded

This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 *CFR* §200.90, §200.64, and §200.70.

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 *CFR* 200, Subpart F - Audit Requirements. Exhibit 1 to this agreement lists the federal resources awarded through the Department of State by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of State. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 *CFR* 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 *CFR* 200.514, will meet the requirement of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 *CFR* 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 *CFR* 200, subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 *CFR* 200, subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

Part II: State Funded

This part is applicable if the recipient is a nonstate entity as defined by section 215.97(2) *F.S.*

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017 and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, *F.S.*; Rule Chapter 69I-5 *F.A.C.*, State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), *F.S.* This includes submission of a financial reporting package as defined by Section 215.97(2) *F.S.*, and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017 and thereafter), an audit conducted in accordance with the provisions of Section 215.97, *F.S.*, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, *F.S.*, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)

<http://www.nylfloridacfo.com/>

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)

<http://www.leg.state.fl.us/>

Part III: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 *CFR* 200, Subpart F - Audit Requirements, and required by PART I of this agreement shall be submitted, when required by 2 *CFR* 200.512, by or on behalf of the recipient directly to each of the following:
 - A. The Department of State via the DOS Grants System at <https://dosgrants.com>.
 - B. The Federal Audit Clearinghouse (FAC) as provided in 2 *CFR* 200.6 and section 200.512

The FAC's website prides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:
 - A. The Department of State via the DOS Grants System at <https://dosgrants.com>.

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

3. Any reports, management letter, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with 2 *CFR* 200.512, section 215.97 *F.S.* and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 *CFR* 200, Subpart F - Audit Requirements or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

Part IV: Record Retention

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five years from the date the audit report is issued, and shall allow the Department of State, or its designee, the CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, the CFO, or Auditor General upon request for a period of at least three years from the date the audit report is issued, unless extended in writing by the Department of State.

EXHIBIT – 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Not applicable.

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Not applicable.

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Not applicable.

SUBJECT TO SECTION 215.97, *FLORIDA STATUTES*:

Florida Department of State, State Aid to Libraries;
CSFA Number. 45.030
Award Amount: See Attachment B.

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

The compliance requirements of this state project may be found in Part Four (State Project Compliance Requirements) of the State Projects Compliance Supplement located at <https://apps.fldfs.com/fsaa/>.

ATTACHMENT B
Fiscal Year 2023-24 State Aid to Libraries Final Grants

**FLORIDA DEPARTMENT OF STATE
DIVISION OF LIBRARY AND INFORMATION SERVICES**

**STATE AID TO LIBRARIES GRANT APPLICATION
Certification of Hours, Free Library Service and Access to Materials**

The _____
(Name of library governing body)

governing body for the

(Name of library)

hereby certifies that the following statements are true for the time period October 1, 2021 through June 30, 2024:

- Provides free library service, including loaning materials available for circulation free of charge and providing reference and information services free of charge.
- Provides access to materials, information and services for all residents of the area served.
- Has at least one library, branch library or member library open 40 hours or more each week (excluding holidays or emergencies; between Sunday through Saturday, on a schedule determined by the library system).

Signature

Chair, Library Governing Body

Date

Name (Typed)

STAFF REPORT REGULAR MEETING

AGENDA DATE: September 19, 2023

DEPARTMENT: Leisure Services

TITLE:

Community Development Block Grant Project Agreement Amendment 002 for Harold Grimes Memorial Park Improvements Phase I

SUMMARY:

Palm Beach County entered into Agreement R2021-1533 with the City to provide \$274,506 in Community Development Block Grant (CDBG) funds for Phase I of the Memorial Park Improvements project. Amendment 002 will extend the performance requirement of the City to submit for 100% reimbursement of CDBG funding from the County to October 31, 2023.

BACKGROUND AND JUSTIFICATION:

Palm Beach County and the City entered into an Agreement R2021-1533, effective October 1, 2021, to provide CDBG funds for the Harold Grimes Memorial Park Improvements Phase I Improvements project. The terms of the Agreement allowed for completion of the construction improvements and closeout of the project by December 31, 2022.

Amendment 001 (R2023-0308) to the Agreement extended the project completion and close-out date to July 15, 2023. This amendment was necessary to provide the City with sufficient time for the milling and resurfacing of the parking area in Memorial Park, and thereby remain in compliance with the terms and conditions of the Agreement. No additional funding was required for the project.

The City has completed the project scope of work in a timely manner. However, there were difficulties encountered in securing the requisite documentation from the contractor related to the performance of this work. This included entries of weekly payroll records into the County's Elation system to demonstrate the contractor's compliance with Davis-Bacon requirements. The contractor has since entered the payroll documentation and provided all missing supporting documentation necessary to for the City to close out the project

Amendment 002 to the CDBG Project Agreement will extend the performance requirement of the City to submit for 100% reimbursement pf CDBG funding from the County from July 15, 2023 to October 31, 2023. This action will provide the City with sufficient time to adequately process the aforementioned supporting documentation that the contractor failed to submit in a timely manner.

MOTION:

Move to approve/disapprove the Amendment 002 to the CDBG Project Agreement R20021-1533 and authorize the Mayor to execute three originals of Amendment 002 to the Agreement.

ATTACHMENT(S):

Fiscal Impact Analysis – N/A
Amendment 002

AMENDMENT 002 TO THE AGREEMENT
WITH
CITY OF LAKE WORTH BEACH

Amendment 002 with an effective date of July 15, 2023 by and between **Palm Beach County** and the **City of Lake Worth Beach**.

WITNESSETH:

WHEREAS, Palm Beach County entered into an Agreement (R2021-1533) on October 1, 2021, as amended by Amendment 001 (R2023-0308) on December 14, 2022, to provide \$274,506 of Community Development Block Grant (CDBG) funds for the Phase I construction improvements at Harold Grimes Memorial Park, in the City of Lake Worth Beach; and

WHEREAS, the City has completed the project scope, but experienced delays with contractor's final documentation to allow for project close-out. The City as a result of the delay has requested an extension of the performance requirement to submit for 100% reimbursement of CDBG funding from the County; and

WHEREAS, both parties desire to amend the original Agreement in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

A. INCORPORATION OF RECITALS

The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

B. EXHIBIT A. SECTION 1. G: PERFORMANCE REQUIREMENTS

Delete the 100% Reimbursement performance requirement and replace with the following:

Submit for 100% Reimbursement of CDBG Funds no later than: October 31, 2023

Except as modified by this Amendment 002, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof. This Amendment 002 is expressly contingent upon the approval of the County and shall become effective only when signed by all parties.

WITNESS our Hands and Seals on this _____ day of _____, 20____ and caused this Amendment 002 to be executed.

(SUBRECIPIENT SEAL BELOW)

CITY OF LAKE WORTH BEACH

By: _____
Betty Resch, Mayor

By: _____
Melissa Ann Coyne, City Clerk

By: _____
Carmen Y. Davis, City Manager

By: _____
Attorney for Subrecipient (Optional)

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Amendment 002 on behalf of the County.

**PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida
For its BOARD OF COUNTY COMMISSIONERS**

By: _____
Jonathan B. Brown, Director
Dept. of Housing & Economic Development

**Approved as to Form and
Legal Sufficiency**

**Approved as to Terms and Conditions
Department of Housing & Economic Development**

By: _____
Howard J. Falcon III
Chief Assistant County Attorney

By: _____
Sherry Howard
Deputy Director



OFFICE OF THE CITY MANAGER
7 NORTH DIXIE HIGHWAY
LAKE WORTH BEACH, FL 33460

August 29, 2023

Jonathan D. Brown, Director
Palm Beach County Department of Housing and Economic Development
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

RE: Proposed Amendment to R2021-1533 dated 10/1/21, and Amendment 1 R2023-0308 dated 12/14/22


Dear Mr. Brown:

It has recently been brought to my attention that there has been a problem in obtaining the requisite supporting documentation necessary for the final closeout of the CDBG-funded Memorial Park Phase 1 Improvements project. All construction work has been completed and accepted. To date, a total of \$216,014 has been expended and reimbursed to the City. An additional \$52,422.50 has been expended and is currently being processed for final reimbursement.

However, the City has experienced difficulties in securing requisite documentation from the contractor, M&M Asphalt Maintenance, Inc. d/b/a All County Paving, related to the performance of this work. Although some of the supporting documentation was submitted in response to the City's continued requests, the contractor has failed to provide payroll entries into the County's Elation system in a timely manner. This has resulted in a delay in the submission of the final reimbursement request and the project close-out.

The City has continued to reach out to the contractor including the offer to provide necessary technical assistance to complete the process. After several ensuing requests went unanswered, the City provided written notice to the contractor of its intent to enforce the provisions contained in the signed construction contract to complete the project, including potential liquidated damages, and provide all supporting documentation. (A copy is included.) The contractor has subsequently entered the payroll documentation in Elation and provided all missing supporting documentation to close out the project to the City.

Based on the need to adequately process this documentation, the City respectfully requests an extension to the current benchmark date of July 15, 2023 for submission of the 100% Reimbursement Request to October 31, 2023. If this request is acceptable, the City will be able to complete the submission of the final



reimbursement request and the close-out of the project, and remain in compliance with the terms of the Project Agreement.

Should you have any questions or require additional information, please do not hesitate to contact Jerry Kelly, Grants Analyst, at 561.586.1689. The City will respond in a timely manner. Thank you for your consideration of this request.

Sincerely,



Carmen Y. Davis

City Manager





**M&M Asphalt Maintenance, Inc.
D/B/A All County Paving
1180 SW 10th Street
Delray Beach, FL 33444**


**Subject: Harold Grimes Memorial Park Improvement Project Phase 1B
Parking Lot Resurfacing**

Dear Mr. Marfleet

This letter is to address current outstanding items for the Harold Grimes Memorial Park Improvement Project Phase 1B – Parking Lot Resurfacing project.


As of 8/10/2023 this project has exceeded the allotted contract time of 120 days for final completion. While construction has been completed there are several outstanding documentation items that have yet to be produced, payroll entries to the County Elations system being the most pressing. The required documents are necessary to satisfy the requirements of the Community Development Block Grant utilized to fund this project through the Palm Beach County Department of Housing & Economic Development. Without these documents the City will be unable to request reimbursement from the County and could potentially lose tens of thousands of dollars in grant funding. The documentation requirements for this project were clearly explained during the pre-construction meeting and have been reiterated through email and phone conversations as the project progressed. A plan for providing these documents is to be provided to the City no later than 8/18/23 to prevent the City from taking actions available to it, including liquidated damages, as described in the contract signed by M& M Asphalt Maintenance Inc. dba All County Paving.

Additionally, a deductive change order will need to be executed to reduce the contract price from \$54,922.50 to \$52,422.50 in order to reflect \$2,500.00 of contingency funds that were not needed. A request for a contact time extension may also be included in this change order if requested by the contractor.




All change orders require approval by both the City and the County prior to execution. The documentation referred to above represent only the current items needed, but does not include all documentation that will be necessary to complete the project.

It is of the utmost importance that no more time be lost in the preparation and production of the required documentation and to that end please contact myself or Shannon Garcia project manager if you require any assistance.



Michael Pierce
2023.08.14
11:07:36-04'00'

Michael Pierce
Assistant Public Works Director
City of Lake Worth Beach
8/14/2023



CITY OF LAKE WORTH BEACH

PROCLAMATION

WHEREAS, September 17, 2023, marks the 236th anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, Celebration of the Constitution was started by the Daughters of the American Revolution. In 1955, the DAR petitioned Congress to set aside September 17-23 annually to be dedicated to the observance of Constitution Week. The resolution was later adopted by the U.S. Congress and signed into public law on August 2, 1956, by President Dwight D. Eisenhower, heightening awareness and respect for our great American heritage; and

WHEREAS, All people within the boundaries of the United States of America, whether citizens or visitors, enjoy the protection of their individual rights to an extent unparalleled on the face of the earth since recorded history, but these rights also imply individual responsibility; and

WHEREAS, It is proper for all people to reflect on the blessings of liberty afforded them in the United States as guaranteed by the Constitution, and it is proper that official recognition be accorded to this expression of the foundation of our freedoms that set America apart from every other nation; and

WHEREAS, The City of Lake Worth Beach honors the blessings of Liberty and the foundation of Freedoms guaranteed by the United States Constitution that so define our City's proud history and guide our promising future.

NOW, THEREFORE, I, BETTY RESCH, by virtue of the authority vested in me as Mayor of the City of Lake Worth Beach and on behalf of the City Commission, do hereby proclaim:

SEPTEMBER 17-23, 2023

as

CONSTITUTION WEEK

and ask all residents to reaffirm the ideals that the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

IN WITNESS WHEREOF, I have set my hand and caused the seal of the City of Lake Worth Beach, Florida, to be affixed hereto this 19th day of September, 2023.

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

STAFF REPORT REGULAR MEETING

AGENDA DATE: September 19, 2023

DEPARTMENT: Human Resources

TITLE:

Eighth Amendment to Professional Services Agreement with Ben Few & Company, Inc.

SUMMARY:

The Amendment authorizes Ben Few & Company, Inc. to continue providing Risk Management Services for the period from October 1, 2023 to September 30, 2024, at the same fee of \$48,000.00 annually or \$4,000.00 monthly.

BACKGROUND AND JUSTIFICATION:

The City of Lake Worth Beach has utilized the services of Ben Few & Company (“Consultant”) for many years. In 2011, the Consultant was selected through an RFP process as the City’s insurance consultant. Since then, the City entered into a new professional services agreement in 2015, for comprehensive risk management services with Consultant. The Agreement allows Consultant to work closely with in-house staff to facilitate, among other things, RFP’s for the selection of an insurance broker for appropriate insurance coverages, RFP’s for the selection of third-party managers/administrators, investigations and adjustments of claims. In addition, Consultant continues to assist staff with risk management issues throughout the City.

The Eighth Amendment to the Professional Services Agreement extends the agreement for one year at a rate of \$48,000 annually. These services are included in the FY24 Self Insurance Budget. The Agreement may be terminated at any time with a 30-day notice to either party.

MOTION:

Move to approve/disapprove the Eighth Amendment to the Professional Services Agreement with Ben Few & Company, Inc.

ATTACHMENTS:

Fiscal Impact Analysis
Eighth Amendment

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Inflows					
Current Appropriation	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows					
Current Appropriation	\$48,000	0	0	0	0
Operating	0	0	0	0	0
Capital	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

Contract Award - Existing Appropriation	
	Expenditure
Department	Human Resources
Division	Risk
GL Description	Contractual Services
GL Account Number	520-1331-513.34-50
Project Number	N/A
Requested Funds	\$48,000.00

**EIGHTH AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

This Eighth Amendment to the Professional Services Agreement ("Eighth Amendment") is made as of _____, between the City of Lake Worth Beach, a Florida a municipal corporation ("City"), and Ben Few & Company, Inc, a corporation authorized to do business in the State of Florida ("Consultant").

RECITALS

WHEREAS, the City has utilized Consultant's risk management services since 2011, when Consultant was selected through a competitive selection process; and

WHEREAS, the City and Consultant entered into a new Professional Services Agreement for Comprehensive Risk Management Services (the "Agreement") on September 30, 2015, which expanded the services provided by Consultant, and that Agreement was extended by First Amendment from September 30, 2016 to September 30, 2017, by Second Amendment from September 30, 2017 to September 30, 2018, by Third Amendment from September 30, 2018 to September 30, 2019, by Fourth Amendment from September 30, 2019 to September 30, 2020, by Fifth Amendment from September 30, 2020 to September 30, 2021, by Sixth Amendment from October 27, 2021 to September 30, 2022, and by Seventh Amendment from October 6, 2022 to September 30, 2023 (collectively, "Amendments"); and

WHEREAS, the City and Consultant desire to amend the Agreement to extend the term to September 30, 2024; and

WHEREAS, the remainder of the Agreement and relevant Amendments, including the current compensation of \$48,000 per year, will remain in full force and effect.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the sufficiency of which hereby acknowledged by the parties, The City and Consultant agree as follows:

SECTION 1: INCORPORATION OF RECITALS. The foregoing Recitals incorporated into this Eighth Amendment as true and correct statements.

SECTION 2: AMENDMENTS TO AGREEMENT AND SEVENTH AMENDMENT.

- a. The Term of the Agreement which was extended by the Amendments is further extended by this Eighth Amendment to September 30, 2024, unless earlier terminated as set forth in the Agreement.
- b. The total compensation to be paid to Consultant shall not exceed forty-eight thousand dollars (\$48,000) for the additional year of service, said payment to be made at a rate of \$4,000 per month.

- c. The required insurance pursuant to Section 11 of the Agreement is amended to add the following:

Cyber liability	\$1,000,000 per occurrence
	\$2,000,000 aggregate

Cyber liability coverage shall be sufficiently broad to respond to the duties and obligations as set forth in the Agreement and shall include, but not be limited to, claims involving data breach, media content, infringement of intellectual property, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with sufficient limits to respond to these obligations.

SECTION 3. ENTIRETY OF AGREEMENT. The City and the Consultant agree that the Agreement and all of its Amendments set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in the Agreement, the Amendments, or this Eight Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 4. EFFECTIVENESS. Except for the provisions of the Agreement specifically modified by the Amendments and this Eight Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

**REMAINDER OF THIS PAGE LEFT BLANK
SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF the parties hereto have made and executed this Eighth Amendment to the Agreement on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:

By: _____
Melissa Coyne, City Clerk

By: _____
Betty Resch, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Yannick Ngendahayo, Financial Services Director



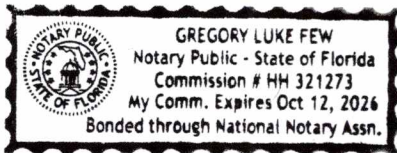
[Corporate Seal]

Consultant: **Ben Few & Company, Inc.**

By: _____
Print Name: Ben C. Few III
Title: President

STATE OF Florida)
COUNTY OF Lee)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 31 day of August 2023, by Ben Few III, as the President [title] of Ben Few & Company, LLC [vendor's name], a LLC [corporate description], 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 the Consultant to the same.



Notary Seal:

Notary Public Signature

STAFF REPORT REGULAR MEETING

AGENDA DATE: September 19, 2023

DEPARTMENT: Human Resources

TITLE:

Sixth Amendment to the Agreement with Gallagher Bassett Services Inc. for Fiscal Year 2024

SUMMARY:

The amendment with Gallagher Bassett Services Inc., provides for claims administration services for the City in the areas of workers' compensation, general liability and property liability insurance.

BACKGROUND AND JUSTIFICATION:

The City of Lake Worth Beach has utilized Gallagher Bassett Services Inc. since October 2017 for claims administration services in the areas of workers' compensation, general liability, automobile liability and property liability insurance. The current agreement is set to expire on September 30, 2023. The City intends to issue a Request for Proposals in April 2024.

If approved, Gallagher Bassett Services Inc. will continue to provide third party management for the City's claims.

MOTION:

Move to approve/disapprove the sixth amendment to the agreement for Claims Administration Services with Gallagher Bassett Services Inc.

ATTACHMENT(S):

Fiscal Impact Analysis
Sixth Amendment

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Inflows					
Current Appropriation	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows					
Current Appropriation	\$89,919	0	0	0	0
Operating	0	0	0	0	0
Capital	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

Contract Award - Existing Appropriation	
	Expenditure
Department	Human Resources
Division	Risk
GL Description	Contractual Services
GL Account Number	520-1332-513.34-50
Project Number	N/A
Requested Funds	\$89,919.00

**SIXTH AMENDMENT TO
THIRD PARTY CLAIMS ADMINISTRATION AGREEMENT**

This Sixth Amendment to Third Party Claims Administration Agreement (this “**Sixth Amendment**”) is effective as of October 1, 2023 (the “**Sixth Amendment Effective Date**”) and amends the Third Party Claims Administration Agreement dated September 19, 2017, as amended (the “**Agreement**”) between Gallagher Bassett Services, Inc., a Delaware corporation (“**GB**”), and City of Lake Worth Beach, a municipal corporation existing under the laws of the State of Florida (“**Client**”).

WHEREAS, the Client and GB entered into the Agreement pursuant to Client issued RFP 17-208;

WHEREAS, the Agreement had an Initial Term of one (1) year with four (4) additional one (1) year Renewal Terms, extending through October 1, 2022;

WHEREAS, the parties have continued to renew and extend the Agreement by mutual agreement; and

WHEREAS, the Client desires to renew and extend the Agreement for one (1) additional Renewal Term to allow it time to follow the competitive procurement process.

In consideration of the mutual promises contained herein, the parties agree as follows:

1. The following shall be added as a new Section 1.5 of the Agreement:

1.5 Vendors and Subcontractors. GB utilizes its preferred vendors and service providers to provide medical management and ancillary claims management services. Other than GB’s preferred vendors and service providers, GB will not and shall not use subcontractors to provide Services under this Agreement without the consent of Client.

2. Section 8.8 of the Agreement is hereby modified to add the following:

f. GB shall maintain during the term of the Agreement cyber liability coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate. Such coverage shall be sufficiently broad to respond to the duties and obligations as set forth in the Agreement and shall include claims involving data breach, media content, infringement of intellectual property, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses.

3. Section 9.1 of the Agreement is hereby modified so that the expiration of the Term of the Agreement is extended through October 1, 2024.

4. The following shall be added as a new Section 10.15 of the Agreement:

10.15 Procurement Compliance. GB shall, to the extent applicable, comply with the requirements under *Section 448.095(2), Florida Statutes as well as section 287.135, Florida Statutes*.

5. The contact information for the Client’s public records custodian under Section 12 of the Agreement is amended to replace the email address with cityclerk@lakeworthbeachfl.gov.
6. Exhibit A of the Agreement is hereby deleted in its entirety and replaced with Exhibit A attached hereto, effective as of the Sixth Amendment Effective Date.

7. In all other respects, the Agreement shall remain unaltered and in full force and effect.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have executed this Sixth Amendment to the Third Party Claims Administration Agreement by their duly authorized representative as of the Sixth Amendment Effective Date.

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:

By: _____ Betty
Resch, Mayor

By: _____
Melissa Ann Coyne, City Clerk


APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Yannick Ngendahayo, Financial Services Director

GALLAGHER BASSETT SERVICES, INC.

By:  _____ Name:
Liz Staruck

[Corporate Seal]

The foregoing was acknowledged before me by an individual duly authorized to execute the foregoing instrument and bind Gallagher Bassett Services, Inc.

By:  _____

Print Name: Stephanie L. Renguso

Title: Corporate Counsel

Date: 09/12/23

EXHIBIT A COST & TERMS

FLAT FEE - LIFE OF PARTNERSHIP	Est. Claim Frequency		Fee
Workers' Compensation			
WC Medical Only			Included
WC Indemnity (OH, TX)			Included
WC Indemnity (FL)			Included
WC Indemnity (NY)			Included
Incidents - Workers' Compensation			Included
Total Workers' Compensation Flat Fee			\$26,452
Liability			
Auto Liability/Bodily Injury			Included
Auto Liability/Property Damage			Included
Auto/Physical Damage			Included
General Liability/Bodily Injury			Included
General Liability/Property Damage			Included
Professional Liability			Included
Incidents - Liability			Included
Total Liability Flat Fee			\$49,409
Property			
Property			Included
Incidents - Property			Included
Total Property Flat Fee			\$4,260

ADMINISTRATIVE SERVICES	Quantity	Rate	Fee
Administrative Services			
Administration / Data Management			\$9,298
RMIS Standard License (2 RMIS Users)			Included
RMIS Additional Full-Access Users	0	\$1,000	\$0
RMIS Additional View-Only Users	1	\$500	\$500
Total Administrative Services			\$9,798

TOTAL			\$89,919
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Assumed Fees			\$0
GRAND TOTAL USD			\$89,919

- The above fees contemplate 103 total newly arising claims. Should the City's claim volume vary by more than 10%, GB reserves the right to proportionately modify these fees.



City of Lake Worth Beach

10/01/2023 - 10/01/2024

- This is a one year contract extension effective 10/1/23 - 10/1/24.

GBCARE MEDICAL MANAGEMENT SERVICES

SERVICES	CHARGES
Fee Schedule (Bill Review / UCR / System Savings)	\$ 9.50 Per Bill
All Other Savings	
• Clinical Validation/Nurse Review (CV)	28 % of Savings
• Preferred Provider Networks (PPO)	28 % of Savings
• Out Of Network (OON)	28 % of Savings
• Specialty Networks/Physical Therapy (PT)	28 % of Savings
Electronic Receipt of Medical Bills	\$2 additional per bill
Telephonic Case Management	\$90 Medical Triage one time per file \$340 per claim (each 30 days)
Utilization Review Program	\$105 Outpatient Pre-Certification \$29 Letter Only Authorization Program
UR Physician Review	\$270 per Review
California UR IMR Processing	\$125 per IMR Request
Medical Case Management and Vocational Rehabilitation - Hourly	\$115 per hour plus expenses \$135 per hour plus expenses - AK, CA, HI, NY \$175 per hour plus expenses CAT \$225 per hour plus expenses CAT - AK, CA, HI, NY
Priority Care 365	\$95 per call - Language line charges apply where utilized
Other State Services:	For claims handled in the designated states (otherwise, Not Applicable)
• California MPN Service	No additional fees beyond the normal Cost & Terms
• Illinois PPP Service	No additional fees beyond the normal Cost & Terms
• New York PPO Service	No additional fees beyond the normal Cost & Terms
• Texas HCN Service	Percent of savings: 9.5% of total savings to include bill review, network access & Nurse triage.
• West Virginia MHCP Service	Available option if client enrolls in a West Virginia MHCP. If selected, fees include \$45 per claim. Network Management and Administration of \$45 per hour when required
Medical Cost Projection (MCP) and Clinical Recommendations	\$150 per hour
Pharmacy Benefit Management (PBM)	Cost of prescriptions - no charge for Bill Review or PPO reductions for PBM transactions
Durable Medical Equipment (DME) Program	Cost of medical equipment - no charge for Bill Review or PPO reductions for Prospective DME transactions
Dental Review Program	Charged on a per review basis



City of Lake Worth Beach

10/01/2023 - 10/01/2024

Client and GB agree as follows: If a vendor other than the GBCARE Medical Management Services preferred vendor is utilized, an administrative fee may apply in exchange for bona fide administrative services. The administrative services may include, but not be limited to overhead costs for the oversight and management of medical management vendors which includes the development and oversight of quality standards, development and maintenance of EDI interfaces and reports, and ensuring proper mandatory state compliance and reporting.

OTHER SERVICES

SERVICES	CHARGES
RMIS Additional Users (RMIS Standard License includes a set number of Full Access Users outlined under Administrative Services, and unlimited use of GB standard scheduled training classes)	RMIS View-only User, \$500 annually per user
	RMIS Full Access User, \$1,000 annually per user
Loss control	\$140 per hour
OSHA Reporting	\$6,000, OSHA platform to produce compliant OSHA 301 Report, 300 and 300a Logs, and electronic data file. Oversight and accuracy of all OSHA data is responsibility of the employer prior to posting or submitting any OSHA log.
Subrogation and Recovery	20% of net recovery amount less legal and collections expense based on recovery date Recoveries include subrogation, credits, lien waivers, file transfer (based on lien to date at time of transfer), and contribution or coverage handled in a separate action. Applies to all coverage types
Gallagher Bassett Investigative Services (GBIS)	
Special Fraud Investigations - SIU, Outside Field Investigations, Surveillance Investigations, Targeted Field Investigations	Prevailing hourly rate plus expenses
Targeted Database Searches, Self Service Database Searches	Prevailing rate per report
Gallagher Bassett Litigation Management Program (GBLMP)	
Invoice and Matter Management platform for adjusters/ counsel	If utilized, 2% of net legal invoice (invoice net of disbursements and invoice review savings). Charged as discount off total payment remitted to counsel and will be reflected as an allocated expense on the claim file.
5 client licenses for Legal Analytics platform	
Attorney-led legal bill review	
Gallagher Bassett Compliance Services (GBCS)	
Medicare Set-Aside Services: Allocation, CMS Submission, Medicare Eligibility Inquiry (MEI), SSDI Verification, Medical Cost Projection (MCP)	Prevailing rate per each service Rush fees apply for MSA completed within 5 business days MSA Revision fees apply
Medicare Secondary Payer Services: BCRC Notification, Conditional Payment Research (CPR), Conditional Payment Negotiations (CPN), Conditional Payment Notice Evaluation, Conditional Payment Dispute, Securing Final Demand for Settlement (SFD), Release / Settlement Agreement Review, Lien Research and Resolution (Advantage Plan, Medicaid, Part D)	Prevailing rate per each service
Taxes	
Taxes	All applicable taxes will be added to the service fees where required

PROGRAM SPECIFIC TERMS AND CONDITIONS

1. Claim Count Reconciliation:

- There will be no claim count reconciliation. The total flat fee will apply unless the claim counts are more than 10% higher than the estimated frequency. If the claim counts are more than 10% higher, GB will discuss revisions to the fee.

2. Billing and Payment Terms: Fees will be billed monthly during the service period.

3. Claim Pricing Terms:

Life of Partnership:

Claims will be handled for the life of the partnership with no additional per claim fees. If the client decides to non-renew all or a portion of the program, all open files will be handled in one of the following two ways:

- GB will return the files to the client (contingent upon Carrier approval) at the client's expense.
- GB will continue to handle the open files at our prevailing annual rate per year open.

Assumed Claims: Life of Partnership:

Claims will be handled for the life of the partnership with no additional per claim fees. If the client decides to non-renew all or a portion of the program, all open files will be handled in one of the following two ways:

- GB will return the files to the client (contingent upon Carrier approval) at the client's expense.
- GB will continue to handle the open files at our prevailing annual rate per year open.

Additional Charges:

There will be additional charges for ongoing Data Management (RISX-FACS®), RMIS users, Administration, Banking fees and monthly reports for as long as GB handles claims.

4. Account Administration includes the following:

- Client Services
- 2 Telephonic Claim Strategy Meeting(s)
- Detailed Status Reports All Lines of Business @ \$50,000
- Settlement Consultation All Lines of Business @ \$0
- Loss Fund /Banking Services (SIMMS)
- Claim Reporting
- Data Transfer to Carrier(s)
- Acknowledgement Letter to Injured Employee WC
- Acknowledgement Letter to Claimant Liab

5. Claim Charges: Claim and incident fees will be assessed on a per occurrence, per claimant, per line of coverage basis.

6. This material is the proprietary, confidential property of Gallagher Bassett Services, Inc. It has been provided to you for the sole purpose of considering a quote for claims administration services. It is not to be duplicated or shared in any form with anyone other than the individuals of such prospective client that have a business need to know the information. It must be destroyed or returned to Gallagher Bassett Services, Inc. after its intended use.

7. Gallagher Bassett Services, Inc. will not pay a fee, commission, or rebate to any party for the privilege of presenting our proposal or in order to secure the awarding of any program to Gallagher Bassett Services, Inc.

8. Pricing is based on using GBCARE Medical Management Services preferred vendors for Bill Review, PPO, out-of-network, utilization review, telephonic case management, MSA and field case management.

GENERAL CONTRACT TERMS AND CONDITIONS

1. Independent Adjusters - If applicable, following any significant loss as a result of a single event (hurricane, tornado, flood, earthquake, etc.), GB reserves the right to retain outside resources (adjusters) when appropriate and those fees will be paid as an Allocated Expense off the file.
2. The pricing quoted in this Cost & Terms is based upon the data and information provided by Client, as well as existing legislative and regulatory requirements. Material inaccuracies or changes to the foregoing may require adjustments to the quoted pricing.
3. Taxes - All applicable taxes will be added to the service fees where required.
4. Allocated Expenses: Shall be your responsibility as applicable and shall include, but not be limited to:
 - Legal Fees
 - Legal Bill Review
 - Medical Examination
 - Professional Photographs
 - Travel made at client's request
 - Costs for witness statements
 - Court reporter service, translation, and interpretation
 - Record retrieval and copying services (Including medical and legal)
 - Accident reconstruction
 - Experts' rehabilitation costs
 - Chemist
 - Fees for service of process
 - Collection cost payable to third parties on subrogation
 - Architects, contractors
 - Engineer
 - Any other similar cost, fee or expense reasonably chargeable to the investigation, negotiation, settlement or defense of a claim or loss which must have the explicit prior approval of the client
 - Police, fire, coroner, weather, or other such reports
 - Property damage appraisals
 - Vehicle appraisals (vehicle damage assessment)
 - SIU, surveillance and sub rosa investigation
 - Official documents and transcripts
 - Pre- and post-judgment interest paid
 - Outside Field Investigations
 - Subrogation at 20% of net recovery
 - Index Bureau Reporting (All Coverages)
 - Second Injury Fund Recovery
 - Data Intelligence Self-Service Reports
 - Medical Management - Medical Management services may include, but are not limited to:
 - Preferred provider organization networks
 - Utilization review services
 - Automated state fee scheduling
 - Light duty/return-to-work programs
 - Medical case management and Vocational rehabilitation network
 - Prospective injury management services
 - Hospital bill audit services

DEFINITIONS

Incidents

An incident is a loss reported electronically through ClaimLine and/or the Web, or set up manually at the branch. GB will review the incident and make a courtesy call (if necessary) to determine if it is a claim or incident. GB will have full discretion in the determination and handling of these incidents and/or their conversion into claim status.

Workers' Compensation - Medical Only Claims

A work-related Claim that meets all of the following criteria:

- Payments for either indemnity or vocational rehabilitation were not required
- The Claim has not become contested or in suit
- No investigation required to determine compensability or subrogation requirements
- No loss notices, captioned reports, client meetings (other than routine meetings where the claim is listed and noted) or settlement consultation approvals were required
- Payments on the Claim do not exceed \$5,000
- Days open do not exceed 180 days

Workers' Compensation - Indemnity Claims

A work-related claim that is not a Medical Only Claim.

Auto Physical Damage (APD)

Investigate, evaluate and adjudicate all first-party claims which you report involving damage or loss of real or personal property. First-party claims will be managed and administered in accordance with our product guidelines.

Liability Claims

Investigate, evaluate and adjudicate all third-party claims for which you may be legally obligated. Third-party claims will be managed and administered in accordance with our product guidelines.

Property Claims

Investigate, evaluate and adjudicate all first-party claims which you report involving damage or loss of real or personal property. First-party claims will be managed and administered in accordance with our product guidelines.

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: September 19, 2023

DEPARTMENT: Human Resources

TITLE:

Property and Casualty Insurance Services renewals with Brown & Brown Inc. and City insurance coverage for FY 2023-2024

SUMMARY:

This agreement will authorize the City's insurance broker Brown & Brown Inc., to bind several types of insurance on behalf of the City for fiscal year 2023-2024.

BACKGROUND AND JUSTIFICATION:

The State regulates self-insurer programs in order to protect outstanding liability of public entities. The City of Lake Worth Beach is self-insured and approximately every three to five years, it rebids its insurance to ensure that it obtains the best coverage and premium possible. Brown & Brown Inc. has provided the City's insurance at the cost of approximately \$2,037,083. This is an increase of \$627,662. The greater market increase for public entities across Florida is anywhere from 35-55%, with many eclipsing that range. This increase reflects a 44% upsurge over fifteen (15) lines of coverage due to expected market conditions and high-risk factors facing local municipalities. Coverage lines presented include the following: Automobile Liability, Boiler and Machinery Coverage, Crime Coverage, Cyber and Privacy Insurance, Data Processing Equipment Coverage, Deadly Weapon Protection, Drone Liability, Excess Workers' Compensation Coverage, Fiduciary Liability, General Liability, Inland Marine Coverage, Pollution Coverage, Property Coverage, Public Officials Liability Coverage, Tenant Users Liability Insurance.

MOTION:

Move to approve/disapprove the one-year agreement with Brown & Brown Inc. and the City's insurance coverage for fiscal year 2023-2024.

ATTACHMENT(S):

Fiscal Impact Analysis
Agreement (will be provided before the meeting)

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2022
Inflows					
Current Appropriation	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows					
Current Appropriation	\$2,037,083	0	0	0	0
Operating	0	0	0	0	0
Capital	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

Contract Award - Existing Appropriation	
	Expenditure
Department	Human Resources
Division	Risk
GL Description	Insurance/Insurance Premium Paid
GL Account Number	520-1331-513.45-70
Project Number	N/A
Requested Funds	\$2,037,083.00

PUBLIC SECTOR

10/1 Renewal Proposal

2023/2024

CITY OF LAKE WORTH BEACH



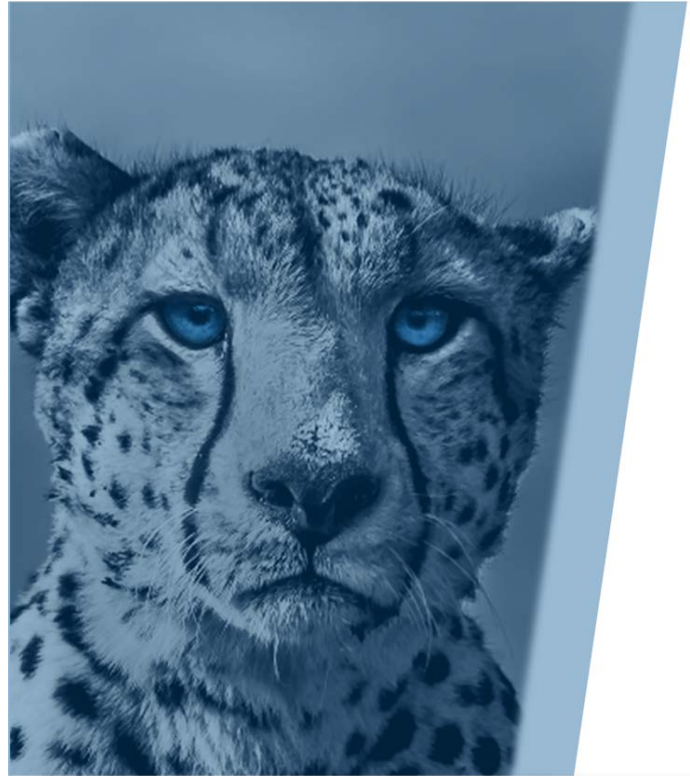
Table of Contents

Overview	1
The Agency of Brown & Brown, Public Sector	
An Introduction to Your Service Team	
Preferred Governmental Insurance Trust	
Claims Services & Safety and Risk Management Services	
Property – Utilities ONLY	2
<i>Preferred Package</i>	3
Property/Inland Marine/Equipment Breakdown	
Crime/Employee Dishonesty	
General Liability	
Deadly Weapon Protection	
Public Officials & Employment Practices Liability	
Cyber Liability	
Automobile Liability & Physical Damage	
Excess Workers’ Compensation	
Pollution Liability	4
Fiduciary Liability (Firefighters Pension)	5
TULIP (Tenant Uses Liability Insurance Policy)	6
Drone Liability	7
Broker Recommendation/Premium Recapitulation	8
Notes of Importance	
Compensation Disclosures	
Carrier Financial Status	
Guide to Best’s Ratings	
Items Required Prior to Binding	9
Acceptance of Proposal – Premium Recapitulation	
Acknowledgment of Non-Admitted Carrier	
Uninsured Motorist Form &	
<i>Preferred</i> Signature Page	
<i>Preferred</i> SIR Signature Page	
SIGNED Terrorism Forms	

Our Story

The Brown & Brown, Public Sector team is a highly-specialized unit of insurance advisors 100% trained to deliver industry-leading services to public entities in the State of Florida. Since 1992, we have continuously refined that specialization and enhanced our services, while becoming the largest public entity brokerage in Florida. Our team provides Property & Casualty and Employee Benefits services to governments from Key West to the Panhandle and represents more than 200 clients.

We have built our reputation by empowering our governmental clients to outperform their industry peers, lower their cost of risk, and enhance their insurance programs - all while staying within their annual budgetary constraints. Our team is committed to serve those who serve the public - and provide superior service to our clients, their staff, and their employees.



- Dedicated service team working exclusively for Florida local governments in all capacities surrounding risk and human resources
- Access to highly experienced public entity resources including Claims Team, Panel Counsel, Loss Control, Disaster Planning and Recovery, and Risk Management Specialists.
- Only retail office in Florida 100% committed to Florida's public entities
- Brown & Brown, Public Sector currently represents over 200 of Florida's governmental entities
 - 22 Counties
 - 70 Cities
 - 20 Public Airports
 - 7 Public School Districts
 - State of Florida

An Introduction to Your Service Team

Account Executives

Matt Montgomery Executive Vice President	(386) 239-7245	Matt.Montgomery@bbrown.com
Robin Russell, ARM-P, CISR, CSR Director of Operations	(386) 239-4044	Robin.Russell@bbrown.com
Paul Dawson, ARM-P Senior Vice President / Public Risk Advisor	(386) 239-4045	Paul.Dawson@bbrown.com
Michelle Martin, CIC Senior Vice President / Public Risk Advisor	(386) 239-4047	Michelle.Martin@bbrown.com
Kyle Stoekel, ARM-P, CIC Public Risk Advisor	(386) 944-5805	Kyle.Stoekel@bbrown.com
Bill Wilson Public Risk Advisor	(386) 333-6058	Bill.Wilson@bbrown.com
Molly Grande, CPCU, ARM, CISR Account Executive	(386) 333-6084	Molly.Grande@bbrown.com
Victoria "Tori" Reedy Executive Coordinator	(386) 239-4043	Tori.Reedy@bbrown.com

Service Representatives

Emily Bailey Public Risk Specialist	(386) 333-6085	Emily.Bailey@bbrown.com
Melody Blake, ACSR Senior Public Risk Specialist	(386) 239-4050	Melody.Blake@bbrown.com
Taylor Brodeur Public Risk Specialist	(386) 361-5225	Taylor.Brodeur@bbrown.com
Alexa Gray, AIC Public Risk & Claims Specialist	(386) 333-6068	Alexa.Gray@bbrown.com
Schylar Howard Public Risk Specialist	(386) 265-6117	Schylar.Howard@bbrown.com
Patricia "Trish" Jenkins, CPSR Senior Public Risk Specialist	(386) 239-4042	Trish.Jenkins@bbrown.com
Nicholas "Nick" Van Nostrand Public Risk Specialist	(321) 214-2377	Nicholas.VanNostrand@bbrown.com

Certificate Requests: 179.certificates@bbrown.com

Claim Reporting: 179.claims@bbrown.com

Our Service Team philosophy focuses on accountability at all levels of account management. Our goal is not simply to meet your service needs, but to exceed them. All the employees at Brown & Brown are dedicated to achieving this goal and distinguishing ourselves from the competition.

Preferred Governmental Insurance Trust (*Preferred*) Overview

Several hundred members and millions in premiums prove that the *Preferred* Governmental Insurance Trust® fulfills what Florida needs: an insurance program exclusively customized and dedicated to the public sector. *Preferred* stays on the forefront of specialized insurance for property, casualty and workers’ compensation because it is non-profit and self-governed with a membership comprised solely of Florida public entities.

Preferred’s history dates back to 1999. Its robust membership and financial strength, including consistent growth of surplus, stem from its conservative platform of managed risk. *Preferred* is just that: ***preferred*** for unmatched public entity experience, innovation, stability and personalized service.

<i>Preferred’s</i> Member Types		
Municipalities	Counties	Special Districts
Public Schools	Charter Schools	Sheriff Departments
Housing Authorities	Aviation Authorities	Transit, Port & Utility Authorities

<i>Preferred’s</i> Comprehensive Coverages		
Property	Workers’ Compensation	General Liability
Automobile Liability	Automobile Physical Damage	Law Enforcement Liability
Public Officials Liability	Employment Practices Liability	Educators’ Legal Liability

The Power of Groups and People

What does a specialized insurance trust do for you? In the case of *Preferred*, it gives you the purchasing power of a very large trust with billions of covered property values—far more financial negotiating power than a single public entity can muster. As a *Preferred* member, you are part of a formidable Florida insurance trust.

The trust also transfers risks from any one public entity to the larger group. This provides all members of the trust better rating structures with less volatility. *Preferred’s* sole focus on government ensures that members’ unique needs are met.

Underwriting and Administration

Behind *Preferred's* underwriting platform are decades of success built on integrity and market relationships. Our team of underwriters' vast insurance expertise enhances the actuarial and scientific data used to underwrite individual risks within the trust. Services delivered are both broad and precise. Reliability is assured. The administrator for *Preferred* is Public Risk Underwriters of Florida, Inc.® (PRU), Florida's premier public entity specialist of its kind. *Preferred's* claims administrator is PGCS Claim Services. With more than 25 years in claims experience, PGCS is Florida's foremost governmental third-party administration company.



Underwriting Highlights

- **Diverse risk financing options:** guaranteed cost, deductible, self-insured retention, all lines aggregate
- **Competitive premium discounts** based on favorable experience and sound safety practices
- **Flexibility of coverage design**, including mono-line or package basis
- **Dynamic financial analysis** conducted periodically to validate the trust's superior financial standing

Administration

- **General counsel, defense counsel and litigation services** by specialists in governmental law
- **Membership relations** for networking and professional development
- **Legislative Pulse newsletter** from Tallahassee-based law firm
- **Professional marketing** that guarantees local agent support, governmental knowledge and an ever-growing group of members
- **Preferred News**—a quarterly publication covering the spectrum of government insurance issues
- **State filing, accounting and independent CPA audited financials** as needed

Preferred's Expert Boards Know Your Business

Preferred is governed and guided by people working daily in all segments of Florida's public sector – from municipalities to counties to schools to special taxing districts.

The Board of Trustees is comprised of elected public officials who work wisely and diligently to set policy, keeping *Preferred* as the premier public entity insurer of its kind.

Preferred Claims Administration

Preferred Governmental Claim Solutions, Inc. ® (PGCS) is the premier governmental third-party claims administrator in the state of Florida and administers the claims for Preferred Governmental Insurance Trust (*Preferred*). Since its founding in 1956, PGCS has provided claims administration services exclusively to over 450 governmental entities including schools, cities, towns, counties, community development districts, and fire districts. Therefore, PGCS's adjusters are extremely qualified to handle governmental tort liability and public sector workers' compensation claims. They are experts at investigating and handling police and firefighters presumption claims. PGCS is sensitive to the politics involved in the handling of public entity claims.

PGCS's claims administration program consists of workers' compensation, general liability, bodily injury, personal injury, property, auto liability, auto physical damage, employment practices liability, school leaders/educators liability and public officials liability. Their claims staff has over 630 years of combined insurance experience and each has been with PGCS an average of 8 years. Claims are handled under strict supervision in accordance with the PGCS workers' compensation and liability claim handling procedure manuals and the PGCS claim best practices manual. A random sampling of each adjuster's claim files are audited on a monthly basis by a Quality Assurance Manager to ensure compliance.

PGCS provides their clients with a dedicated Subrogation Unit to pursue reimbursements from at-fault third parties. Their current recovery rate is fifty-nine (59) percent of the claim costs expended. PGCS also has a dedicated excess reporting and recovery unit for communication to and securing reimbursement from the excess and/or reinsurance carriers. In addition, PGCS provides a state-approved Special Investigation Unit (SIU) to prevent and pursue fraudulent claims. PGCS offers rewards up to \$10,000.00 for the arrest and conviction of persons committing workers' compensation fraud. This service is provided via a twenty-four hour seven day a week hotline.

PGCS utilizes the RiskMaster system for claims processing. This system captures a wide variety of data and allows the adjuster to enter an unlimited number of claim notes, process reserve changes, and issue claim payments. Customized reports can be obtained from PGCS's on-line system containing a multitude of data parameters that a client may choose to analyze. The system can be accessed by clients via their website at www.pgcs-tpa.com.

Communication with PGCS's clients is the cornerstone of their claims administration program. Professional adjusters, nurses, management, quarterly in-depth claim review meetings, 24/7 claim reporting, utilization of attorneys specializing in public entity defense, litigation management, and return to work programs are just a sample of how PGCS has set the standard for the industry.

PGCS is committed to partnering with their clients to provide professional and aggressive claim management programs. While they are recognized as the leader in the industry, PGCS is always striving to improve the quality of their programs and expand the services that they offer.

Preferred Safety and Risk Management Services

The success of any public sector community is tied to its ability to protect and preserve its human physical assets. This basic premise serves as the cornerstone of an effective Safety Management program and underscores the importance of Safety and Risk Control to the community. *Preferred's* Safety and Risk Management Department is very aware of the valuable contribution a comprehensive safety and risk control program makes to the bottom-line of any organization.

At *Preferred*, Safety consultations originate with one basic thought—to recommend specific measures to minimize or eliminate the exposures that cause accidents. This does not mean that the workplace become no-risk utopias, but we expect our consultants to recommend measures to control and minimize all types of accidents, injuries and illnesses to our *Preferred* members' operations and premises.

Preferred is dedicated to meeting the challenge of the complex issues facing public sector organizations. Disarming these issues and converting them into solutions which work to the advantage of our goal. *Preferred's* approach to risk control incorporates the following elements:

- **Exposure Identification** – Assist management in determining areas where a chance of loss might exist through cause trend analysis, work site evaluations, and facility inspections.
- **Exposure Measurement and Loss Analysis** – Loss analysis and a review of the consequences of the exposures will be considered to develop alternative methods of control.
- **Determination and Selection of Appropriate Risk Control Methods** – Based on measurement and analysis, specific recommendations and/or custom designed risk control plan will be formulated. OSHA, as well as other Agency Standards will be applied and/or used as a “Best Practice” measure when designing and formulating safety and risk control plans.
- **Training and Safety Management Consulting** – After considering client needs specific services and/or training will be formulated and initiated to fit the client's need. Key Personnel or specialty consulting services with the knowledge and skills needed to meet those identified needs will be provided.
- **Additional Consulting Services Available** – *Preferred's* Safety & Risk Management has other services available that may benefit our clients. These services include security evaluations and review of existing safety and risk programs.

Preferred's Safety and Risk Management Department evaluates the unique needs to each client, ultimately designing a program that is capable of being integrated into the overall safety and risk control efforts of each client. *Preferred's* dedication to the problem-solving approach is the foundation of their Safety and Risk Management Service.

Utilities Property

Term: October 1, 2023 to October 1, 2024

Company: Starr Surplus Lines Insurance Company (Non-Admitted)
(Rated A XV by A.M. Best)

Starr Tech Participation: 100%

Form: Starr Tech benchmark form plus endorsements

Coverage: All Risk of direct physical loss or damage, covering Property Damage, Boiler & Machinery and Extra Expense, but *excluding* Business Interruption

Values (per schedule on file)	
\$124,180,801	Property Damage
Not Included	Business Interruption
\$500,000	Extra Expense
\$124,680,801	Total Insured Value

Policy Limit of Liability	
\$60,000,000	Any One Occurrence

Valuation

This company’s liability for loss under this policy for real and personal property (excluding stock) shall not exceed the smallest of the following amounts:

1. The amount of this policy.
2. The replacement cost of property or any part thereof, identical with property described herein, at the same location and intended for the same occupancy and use;
3. The amount actually and necessarily expended in repairing or replacing the property described herein, or any part thereof, at the same location, or another location, and intended for the same occupancy and use.
4. Actual Cash Value if the property is not repaired or replaced within 2 years.

Time Element Coverages: Actual Loss Sustained

Utilities Property

Sublimits	
Sub-limits are per occurrence unless shown otherwise. The sub-limits below are part of and not in addition to the Policy Limit of Liability. Sub-limits are 100% and are subject to Starr Tech percentage participation.	
\$25,000,000	Earthquake/Earth movement, Annual Aggregate
No Coverage	California Earthquake/Earth Movement
\$5,000,000	Flood including Storm Surge, Annual Aggregate
\$1,000,000	Flood excluding Storm Surge (100 Year Flood Zones), Annual Aggregate
\$15,000,000	Named Windstorm
\$250,000	Accounts Receivable
Not Included	Business Interruption
\$500,000 or 25% of the loss, whichever is greater	Debris Removal
\$1,000,000	EDP Equipment & Media
\$250,000	Expediting Expense
\$500,000	Extra Expense
\$250,000	Hazardous Substances or Contaminants
\$250,000	Increased Cost of Construction, Demolition
\$1,000,000	Newly Acquired Locations
\$250,000	Miscellaneous Unnamed locations
\$1,000,000	Transit
\$250,000	Valuable Papers and Records

Utilities Property

Deductibles:

All deductibles listed below are per occurrence except with respect to coverage provided for Boiler & Machinery which shall be any One Accident.

Property Damage:	\$300,000 except
Flood (100-year flood zone):	5% of the Property Damage Total Insurable Value of the units of insurance damaged in the Occurrence, subject to a minimum of \$500,000
Wind (Named Storms):	5% of the Property Damage Total Insurable Value of the units of insurance damaged in the Occurrence, subject to a minimum of \$500,000
Dispatch Building & Utilities Office:	\$100,000
Water Treatment Plant/ Reverse Osmosis Water Treatment Plant	\$100,000
Time Element (including but limited to):	
Extra Expense	\$300,000

As respects real and personal property, all claims for loss, damage or expense arising out of any one occurrence shall be adjusted as on claim and from the amount of each such adjusted claim there shall be deducted the sum stated on the Declaration Page. Deductibles for Property Damage and Time Element shall be applied separately.

Utilities Property

Additional Terms and Conditions:

1. This insurance is issued pursuant to the Florida Surplus Lines Laws. Entities insured by surplus lines carriers do not have the protection of the Florida Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent, unlicensed insurer.
2. Coverages and/or Extensions of Coverage not specifically mentioned, even though they may be outlined in your submission, are not included.
3. Business Interruption coverage is excluded.
4. 72 Hour Occurrence Definition applies to Wind, Flood, Earthquake and Riot.
5. No coverage provided for Steam Turbine Units S-1, S-2 and S-4 and associated boilers, feedwater, condensate, circulating water and auxiliary electrical equipment.
6. No coverage provided for substation and switchyard, including the TPTL transformers.
7. Transmission and Distribution lines, line transformers, towers and poles, equipment or apparatus connected therewith located beyond 1,000 feet of any insured premises are excluded.
8. Extra Expense coverage excludes the costs incurred in the generation, transmission, purchase, replacement, trading, or distribution of electrical power.
9. Appraisals will be required during the 2023/24 term. Failure to provide updated appraisal values in 2024 will result in non-renewal.
10. Premium does not include taxes, & countersignature fees if any apply.
11. Premium to be paid in full within 30 days of inception.
12. The following Additional Endorsements will attach to and form part of the in-force Starr Tech Energy policy form:
 - a. SSLIC Declarations
 - b. Common Policy Conditions
 - c. Commercial Property Conditions
 - d. OFAC Policyholder Notice
 - e. Energy Policy Declarations
 - f. Energy Property All Risk Insurance Policy
 - g. Accounts Receivable
 - h. Asbestos Exclusion
 - i. Biological or Nuclear Exclusion
 - j. Bridge Wording
 - k. California Earth Movement Exclusion
 - l. Designated Country or Region
 - m. Electronic Data/Media Exclusion
 - n. Electronic Data Processing Media with Extra Expense Business Interruption coverage is excluded.
 - o. Exclusion of Loss due to Virus, Bacteria, or microorganism that induce Physical distress, Illness or Disease
 - p. Extra Expense
 - q. Extra Expense Coverage Restriction
 - r. Mold, Fungus, Wet and Dry Rot and Bacteria Exclusion

- s. Named Windstorm Definition
- t. Occurrence Limit of Liability Endorsement
- u. Political Risk Exclusion
- v. Service of Process Clause
- w. Terrorism Endorsements per Table
- x. Valuable Papers and Records
- y. Wind
- z. Policy Change Endorsement
- aa. Policyholder-State Notices
- bb. Claims Notice

Property – Inland Marine

Term: October 1, 2023 to October 1, 2024

Company: Preferred Governmental Insurance Trust (*Preferred*)

Covered Property (Per Schedule Provided)	
\$48,705,887	Blanket Value Buildings and Contents
Special Property Coverages	
\$5,000,000	Flood
\$5,000,000	Earth Movement
\$5,000,000	TRIA
Inland Marine (Per Schedule Provided)	
\$600,000	Blanket Unscheduled Inland Marine***
Included in Blanket	Communication Equipment***
\$1,248,129	Contractor’s / Mobile Equipment***
Included in Blanket	Electronic Data Processing Equipment***
Included in Blanket	Emergency Portable Service Equipment***
Included in Blanket	Fine Arts***
Included in Blanket	Other Inland Marine
\$100,000	Rented, Leased or Borrowed Equipment♦♦
Included in Blanket	Valuable Papers
\$17,780	Watercraft, Not Including Hull Coverage**

Deductibles: \$5,000 per Occurrence – Buildings and Contents, Earth Movement and TRIA

5% of TIV per Occurrence / Per Location for “Named Storm” subject to minimum of \$35,000 Per Occurrence. Location is defined by each itemized listing on the applicable schedule. Also applies to Inland Marine.

\$5,000 any one occurrence for Flood, except:
Excess of maximum NFIP available whether purchased or not or 5% of the TIV at each affected location whichever is greater for Zones A & V

\$1,000 per Occurrence – Inland Marine

***Unscheduled items are subject to a maximum value of \$25,000 or less per item. Items valued above this amount must be scheduled.

**Watercraft, not exceeding 25 feet, coverage is not hull coverage. Limited to Specified Perils only, excluding collision with another object.

♦♦Unscheduled items are subject to a maximum value of \$250,000 or less per item, subject to the maximum per occurrence loss limit shown on the Inland Marine Schedule. Items valued above \$250,000 must be schedule.

Property – Inland Marine

Coverage:

1. Special form (formerly “All Risk”), subject to policy exclusions.
2. Replacement Cost applies to Buildings, Contents and EDP is subject to all terms and conditions of the coverage agreement the most we will pay for all loss, damage or costs in any one occurrence is the applicable limits of liability shown in the property declaration. **The blanket limit of coverage shown in the property declaration applies to all covered property unless a separate limit, lower limit or reduced amount of coverage is indicated elsewhere in the coverage agreement or in the property declaration.**
3. Inland Marine coverage paid at “Agreed Value” if the valuation type on the Inland Marine schedule is shown as agreed value; or the lesser of Actual Cash Value or 110% of the value reported on the schedule. See policy for complete details.
4. *Preferred* will pay for covered loss to your real property, inland marine or personal property:
 - a. At the location shown on the Schedule of the Declarations,
 - b. Property in the open within 1,000 feet of locations described in a. above,**
 - c. With respects to Inland Marine, at or away from your covered location.
5. No Coinsurance Clause.
6. Certain coverages subject to sub-limits stated in policy.
7. During the current Coverage Agreement period, *Preferred* will not charge an additional premium for **new locations** if the value of a **new location** or total value of all **new locations** at the same physical address that are acquired or newly constructed during the coverage agreement period **is less than \$15,000,000** and if the location is acquired after the inception date of the Coverage Agreement. If the newly added location was owned or acquired prior to the inception date of the Coverage Agreement then premium is due at the time the location is added.
8. The *Preferred* Property Program is a shared limit. The limits purchased are a per occurrence limit and in the event an occurrence exhaust the limit purchased by *Preferred* on behalf of the members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by all members affected by the occurrence.
9. ***Preferred* will be appraising all property currently scheduled. At time of finalization of appraisal, building values are to be adjusted accordingly or Stated Value endorsement will be applied with immediate effect.**

Property – Inland Marine

Sublimits of Coverage	
Sublimits apply as part of, and not in addition to, the overall Total Insured Values coverage limit.	
\$500,000	Accounts Receivable, per occurrence
\$1,000,000	Additional Expense
\$5,000	Animals, annual aggregate
\$500,000	Business Income
\$250,000, or 25% of loss whichever is greater	Debris Removal, per occurrence
\$1,250,000	Demolition Cost, Ordinance & Increased Cost of Construction, per occurrence
\$250,000	Errors and Omissions, per occurrence
\$5,000	Expediting Expense, per occurrence
\$25,000	Fire Department Charges, per occurrence
\$50,000	Fungus Cleanup Expense, annual aggregate
\$25,000 Per Occurrence \$1,000 Max per Tree	Lawns, Plants, Trees and Shrubs, Excludes Wind (see policy form for additional restrictions)
\$2,000,000	New Locations, per occurrence – 60 days from the date new location(s) is first purchased, rented or occupied, whichever is earlier. See policy for details.
\$50,000	Personal Property of Employees, per occurrence
\$50,000	Pollution Cleanup Expense, annual aggregate
\$250,000	Preservation of Property, per occurrence
\$20,000	Professional Fees, per occurrence
\$150,000	Property at Miscellaneous Unnamed Locations
\$10,000	Recertification, per occurrence
\$100,000	Service Interruption Coverage, per occurrence
\$250,000	Transit, per occurrence

Property – Inland Marine Major Exclusions

Property Not Covered includes but not limited to:

1. Animals, water, land including land on which the property is located, shrubs, trees, lawns, growing crops, or standing timber, except under conditions described in the “Extensions of Coverage” section of the policy.
2. Aircraft.
3. Property you sold under conditional sale, trust agreement, installment payment, or other deferred payment plan after such property has been delivered to the customer.
4. Caves, caverns, mines or any type, or any property contained within them.
5. Currency, money, notes or securities.
6. Dams, dikes or levees.
7. Contraband or property in the course of illegal transportation or trade.
8. Property covered under import or export ocean cargo policies.
9. Property you transport as a common carrier.
10. Property shipped by mail, unless sent registered or certified.
11. **Watercraft unless loss is from a specified peril and scheduled on the inland marine schedule.**
12. Vehicles licensed or designed for highway use, unless shown on the Property Declaration, Extensions of Coverage item U, and then no coverage for any **over the road coverage**, or collision with another vehicle or object. The AOP deductible applies per occurrence and in the event of a Named Storm the Named Storm deductible applies per vehicle rather than per location. This coverage is paid at actual cash value at time of loss.
13. Bulkheads, docks, piers, wharves, retaining walls, boardwalks or underwater conduits from: freezing and thawing; impact of watercraft; waves, or debris driven by waves; pressure or weight of ice or water, whether driven by wind or not; or sinking or settling.
14. Dune walkovers, unless loss is at a covered location and from a specified peril other than collapse. **No wind coverage is afforded for dune walkovers.**
15. Electrical or communication lines, towers, and poles you own that are not located on a “covered location” insured under this policy.
16. Personal property of volunteers.
17. Underground pipes, unless loss is from a specified peril.
18. If building has been vacant for more than 90 consecutive days before a loss or damage, the following perils will be excluded: Vandalism, Sprinkler leakage, unless the system has been protected against freezing, building glass breakage, water damage, theft or attempted theft.

Property – Inland Marine Major Exclusions

Excluded Risks of Direct Physical Loss include but not limited to:

1. War, invasion, acts of foreign enemies, hostilities or war like operations, civil war, rebellion, revolution, insurrection, civil commotion, military, usurped power, or any act of terrorism
2. Biological or Chemical Materials
3. Electronic Data or Electronic Data Recognition Exclusion
4. Asbestos
5. Damage caused by electronic currents artificially generated.
6. Pollution, except as provided under “Extensions of Coverage”
7. Building ordinance enforcement or Government action
8. Nuclear reaction
9. Utility failure
10. Fungus, except as provided under “Extensions of Coverage”
11. Any offshore oil well or oil shipping/tanker incident and the ensuing oil spill

“Named Storm” Definition: “...*the direct action of wind, including wind driven water and storm surge when associated with or occurring in conjunction with a storm or weather disturbance which is named...*” Wind driven water and storm surge loss are NOT subject to Flood Sublimit and are included to the blanket limits.

Flood coverage in zones A or V, or within a 100 Year Flood Plain as designated by the United States Army Corps of Engineers, will have a special flood deductible equal to all flood insurance available for such property under the NFIP, whether purchased or not or 5% of the Total Insured Value at each affected location whichever is greater. If such property is not eligible for the National Flood Insurance Program because the community in which the property is located does not participate in the NFIP, the Special Flood Deductible will be \$1,000,000 per insured location damaged in the flood occurrence or 5% of the Total Insured Value at each affected location whichever is greater.

Flood zones A will include, but not be limited to all the sub-classifications of AO, AH, AE, AR, A1 through A99, or any other sub-classification with the A prefix or designation. Flood zones V will include, but not be limited to all the sub-classifications of VO, VH, VE, VR V1 through V99, or any other sub-classification with the V prefix or designation. See policy form for special deductible restrictions.

Equipment Breakdown

Term: October 1, 2023 to October 1, 2024

Company: Preferred Governmental Insurance Trust (*Preferred*)

Covered Equipment: Covered Property built to operate under vacuum or pressure, other than weight of contents, or used for the generation, transmission or utilization of energy.

Coverage	Limit
Property Damage / Loss of Business Income / Additional Expense per accident	\$48,705,887
Water Damage	\$1,000,000
Ammonia Contamination	\$1,000,000
Hazardous Substance Coverage	\$1,000,000
Utility Interruption (24 Hour Waiting Period)	\$2,000,000
Spoilage Damage	\$250,000
Ordinance or Law	\$1,000,000
Expediting Expenses	\$1,000,000
Data or Media	\$250,000
Fungus, Wet Rot, Dry Rot	\$15,000

Deductibles: Same as Property – Building and Contents
24 Hours – Utility Interruption

Crime

Term: October 1, 2023 to October 1, 2024

Company: Preferred Governmental Insurance Trust (*Preferred*)

Limits of Liability and Coverage:

Coverage	Limit	Deductible
Employee Dishonesty, Including Faithful Performance	\$500,000	\$25,000
Forgery or Alteration Coverage	\$500,000	\$25,000
Theft, Disappearance and Destruction Coverage		
Inside	\$500,000	\$25,000
Outside	\$500,000	\$25,000
Computer Fraud Coverage (Including Funds Transfer)	\$500,000	\$25,000

Notes of Importance:

1. Employee dishonesty coverage is excluded for those employees required by law to be individually bonded.

General Liability

Term: October 1, 2023 to October 1, 2024
Company: Preferred Governmental Insurance Trust (*Preferred*)
Form: Occurrence

Coverage	Limit	Deductible
General Liability		
Bodily Injury and Property Damage, per Occurrence	\$1,000,000	\$200,000/\$300,000 SIR
Personal Injury and Advertising Injury, per Person/Occurrence	Included	
Products/Completed Operations, Aggregate	Included	
Fire Damage, per Occurrence	Included	
Medical Payments	N/A	
Employee Benefits Liability, per Occurrence	\$1,000,000	
Sublimits		
Vicarious Law Enforcement Liability, per Occurrence-	\$1,000,000	Same as General Liability
Principle of Eminent Domain Including Inverse Condemnation, "Bert J. Harris, Jr., Private Property Rights Protection Act" per Occurrence / Annual Aggregate.	\$100,000	
Sewer Backup and Water Damage: Non-Negligent Claims	\$10,000/\$200,000	
Negligent Claims.	\$200,000/\$200,000	
Herbicide and Pesticide, per Occurrence	\$1,000,000	

Additional Coverages Included:

1. EMT/Paramedic Professional Services
2. Premises Operations
3. "Insured" Contracts
4. Host Liquor Liability
5. Broad Form Property Damage Subject to \$2,500 Personal Property of Others Sublimit
6. Watercraft Liability (under 52 feet). See policy form for limitations
7. Limited Worldwide Coverage
8. Failure to Supply Water
9. Communicable Disease (Correctional Facilities and Health Care Facilities - \$300,000 Limit)

Notes of Importance:

1. Premium is not audited.
2. Defense Costs are paid in addition to policy limits.
3. In the event an occurrence, accident or offense continues beyond the policy period, the applicable deductible would apply separately to each policy period in which the occurrence, accident or offense was committed or was alleged to have been committed.
4. Limits of Liability are subject to Florida Statute 768.28.
5. SIR applied to money damages and claims expenses (including investigation, adjustment and defense costs).

General Liability

Exclusions, include but not limited to:

- Expected or intended injury
- Contractual Liability
- Liquor Liability
- Workers' Compensation and similar laws
- Employer's Liability
- Pollution
- Aircraft, Auto or Watercraft
- Mobile Equipment
- War
- Damage to Your Property, Product or Work
- Damage to Impaired Property or Property Not Physically Injured
- Recall of Products, Work or Impaired Property
- Racketeering
- Law Enforcement, except for vicarious liability arising out of an act or omission by a law enforcement agency that is not owned, operated or controlled by the "Covered party" if there is a contract with an outside agency to provide law enforcement for your entity.
- Asbestos, Mold, Fungi, or Bacteria
- Liability arising out of or caused or contributed to by any ownership, maintenance, operation, use, loading, unloading or control of or responsibility for any airfield, airport, aircraft, runway, hangar, building or other property or facility designed for, used, connected, associated or affiliated with or in any way related to aviation or aviation activities; this exclusion does not apply to premises exposure for those common areas open to the public including but not limited to parking areas, sidewalks, and terminal buildings.
- Failure or inability to supply or any interruption of any adequate quantity of power, steam, pressure, or fuel
- Subsidence, erosion or earth movement.
- Hospital / Clinic Medical Malpractice or Health Care Facilities
- Professional Health Care Services, but not including emergency medical services for first aid performed by emergency medical technicians, paramedics or Medical Director while in the course and scope of their duties.
- ERISA
- Actual or alleged illegal discrimination
- Injunctive, declaratory or equitable relief
- Actual or alleged deterioration, bursting breaking, leaking, inadequacy, design of, control of, maintenance of, or any other alleged responsibility for any structure device, or water course, natural or man-made, including, but not limited to: dams, reservoirs, levees, banks, embankments, gates, canals, ditches, gutters, sewers, aqueducts, channels, culvert, retaining walls, drains, tanks, watershed, or drains, a purpose of which is the containing, carrying, impeding, channeling, diverting, or draining of water or other liquid. Does not apply only as to the bursting or failure of man-made sewer, storm water, grey water or potable water supply pipes owned and maintained by Covered Party.
- Sexual abuse after initial discovery
- Perfluoroalkyl and Polyfluoroalkyl group of manufactured chemicals including, but not limited to the PFAS sub-groups: perfluorooctane sulfonate (PFOS), perfluorooctanoic acid (PFOA), and Perfluorohexane sulfonate acids (PFHxS).

Deadly Weapon Protection

Term: October 1, 2023 to October 1, 2024
Company: Preferred Governmental Insurance Trust (*Preferred*)
Form: Claims Made

Deadly Weapon Protection – Claims Made		
Retroactive Date: 10/1/2019		
Coverage	Limit	Deductible
Deadly Weapon Event (Including Claims Expenses), per event	\$1,000,000	\$0 Per Event
Deadly Weapon Protection – Sublimits		
Business Interruption	Included	\$0 Per Event
Demolition, Clearance, and Memorialization, per event	\$250,000	
Extra Expense, per event	\$250,000	
Crisis Management	Included	
Property Damage Extension, per event	Included	
Counseling Services, per event	\$250,000	
Funeral Expenses, per event	\$250,000	
Claims Expenses	Included	
Medical Expense, per person	\$25,000	
Accidental Death & Dismemberment, per person	\$50,000	

Notes of Importance:

1. Coverage limited to scheduled locations only.
2. Premium is not audited.
3. Defense Costs are paid within the policy limits.
4. Deductible does not apply to claims expense.

Any Event that occurs at a Location which has been specifically leased or loaned by the City to any other entity or individual to host a permitted event planned and ticketed for more than 15,000 attendees over the duration of the event, MUST BE reported to AND APPROVED by *Preferred* PRIOR to event. The Trust may, at their discretion, charge an additional premium and/or impose additional conditions specifically for that event.

Deadly Weapon Protection

Exclusions include but are not limited to:

- Loss of market, income or use at the property physically lost or physically damaged.
- Confiscation, nationalization, requisition, destruction or damage to property by any authority.
- Criminal, dishonest, fraudulent or malicious conduct by the Covered Party.
- Negligent act, error, omission, misstatement, misleading statement, neglect or breach of duty by the Directors or Officers
- Euthanasia.
- Explosive devices unless used in conjunction with a Deadly Weapon Event.
- Vehicle not defined as a Road Vehicle;
- Weapon mounted (or designed to be mounted) on a vehicle;
- Weapon, device or substance delivered by an airborne weapon delivery system including, but not limited to, fixed wing aircraft, helicopter or drone.
- Injury or death to employees of the Covered Party, except for Crisis Management Services, Counselling Services, and Funeral Expenses endorsed by Extension to this Coverage Agreement.
- Claim or Claims made by, or on behalf of, any Assailant(s).
- Use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system.
- Nuclear, Chemical, Biological, Bio-Chemical, Electromagnetic or Radioactive Weapons.
- Mental injury or mental anguish related claim where no actual Bodily Injury has occurred to the claimant.
- Covered Party's recklessness or deliberate misconduct.
- Mercy Killing(s).
- Covered Party except for employee while they are a recipient of Business Services being provided by the Covered Party.
- Pollutant or Contaminant.
- Goods or products designed, manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by the Covered Party.
- Property Damage in respect of property:
 - owned, leased, rented or occupied by the Covered Party.
 - in the care, custody or control of the Covered Party or the care, custody or control of any person under contract with the Covered Party.
- Punitive or exemplary damages, sanctions or any additional damages resulting from the multiplication of compensatory damages.
- Strikes, labor unrest, riots or civil commotion.
- Suicide.
- War, invasion, acts of foreign enemies, hostilities or warlike operations, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of, or amounting to, an uprising, military power.

Deadly Weapon Protection

Claims Made Policy:

When a policy is on a claims-made basis, coverage triggers based on the actual filing date or receipt of the claim, in addition to the date of loss or injury. It handles any insured loss or claim filed during the policy period, regardless of when the actual loss or injury occurred, subject to the retroactive date on the declarations. Claims-made coverage applies only to covered losses that occur after the retroactive date.

Extended Reporting Periods:

Preferred provides the following Extended Reporting Periods options in the event coverage is cancelled or non-renewed:

Automatic Extended Reporting Period – continued coverage granted for a period of 90 days following the effective date of termination or nonrenewal, but only for Claims first made during the 90 days and arising from Wrongful Acts taking place prior to the effective date of the termination or nonrenewal.

Public Officials Liability/Employment Practices Liability

Term: October 1, 2023 to October 1, 2024

Company: Preferred Governmental Insurance Trust (*Preferred*)

Form: **POL/EPLI:** Claims Made – Duty to Defend

Coverage	Limit	Deductible
Public Officials Liability		
Retroactive Date: Full Prior Acts		
Per Claim	\$1,000,000	\$100,000 SIR
Employment Practices Liability		
Retroactive Date: Full Prior Acts		
Per Claim	\$1,000,000	\$100,000 SIR
Sublimits		
Employee Pre-Termination Legal Consultation Services		
Per Employee	\$2,500	
Aggregate	\$5,000	
Non-Monetary Claims Defense Costs, Aggregate	\$100,000	

Notes of Importance:

1. Defense Costs are paid in addition to policy limits.
2. SIR applied to money damages and claims expenses (including investigation, adjustment and defense costs).
3. Broadened definition of “Who is an Insured.”
4. Limits of Liability are subject to Florida Statute 768.28.

Public Officials Liability/Employment Practices Liability

Exclusions, include but not limited to:

- Criminal Acts
- Non-Monetary relief except as provided in the Supplementary Payments
- Bodily Injury, Personal Injury, Property Damage, Advertising Injury
- Damages arising out of Inverse Condemnation, Eminent Domain, Temporary or Permanent taking, Adverse Possession, Dedication by adverse Use, Condemnation Proceedings, or claims brought under Florida Statute 70.001 the “Bert J. Harris Jr., Private Property Rights Protection Act” or any similar claim by whatever named called.
- War, Invasion, Acts of foreign enemies, hostiles or warlike operations, strike, lock-out, riot, civil war, rebellion, revolution, insurrection or civil commotion
- Failure to effect and maintain insurance
- Fiduciary Liability
- Pollution
- Workers’ Compensation, Employers Liability and similar laws
- Nuclear
- ERISA of 1974, any similar state or local laws, and any rules and regulations promulgated thereunder and amendments thereto.
- Infringement of copyright, trademark, plagiarism, piracy or misappropriation of any ideas or other intellectual property
- Contractual Liability
- Health Care Professional or Health Care Facilities
- Prior and Pending claims
- Workers’ Adjustment and Retraining Notification Act, OSHA, RICO, or ADA
- Law Enforcement Activities
- Insured vs. Insured
- Bonds, Taxes or Construction contracts
- Collective Bargaining Agreements
- Capital Improvement to make property more accessible or accommodating to disabled persons
- Punitive Damages
- Return or improper assessment of taxes, assessments, penalties, fines, fees
- Activities of any attorney-at-law, medical personnel, architect, engineer or accountant, in the scope of their professional duties, except for claims made against them as Public Officials or Employees
- Media Wrongful Act
- Access or Disclosure of Confidential or Personal Information and Data-related Liability
- Perfluoroalkyl and Polyfluoroalkyl group of manufactured chemicals including, but not limited to the PFAS sub-groups: perfluorooctane sulfonate (PFOS), perfluorooctanoic acid (PFOA), and Perfluorohexane sulfonate acids (PFHxS).

Public Officials Liability/Employment Practices Liability

Claims Made Policy:

When a policy is on a claims-made basis, coverage triggers based on the actual filing date or receipt of the claim, in addition to the date of loss or injury. It handles any insured loss or claim filed during the policy period, regardless of when the actual loss or injury occurred, subject to the retroactive date on the declarations. Claims-made coverage applies only to covered losses that occur after the retroactive date.

Extended Reporting Periods:

Preferred provides the following Extended Reporting Periods options in the event coverage is cancelled or non-renewed:

Automatic Extended Reporting Period – continued coverage granted for a period of 60 days following the effective date of termination or nonrenewal, but only for Claims first made during the 60 days and arising from Wrongful Acts taking place prior to the effective date of the termination or nonrenewal.

Optional Extended Reporting Period – The Public Entity shall have the right, upon payment of up to 200% of the expiring premium, to purchase an Optional Extended Reporting Period, for the period of 12 months following the effective date of the cancellation or nonrenewal, but only for Claims first made during the Optional Extended Reporting Period and arising from Wrongful Acts taking place prior to the effective date of the termination or nonrenewal.

Cyber Liability

Term: October 1, 2023 to October 1, 2024

Company: Preferred Governmental Insurance Trust (*Preferred*)

Form: Claims Made – Duty to Defend

Cyber Liability Retroactive Date: 10/1/2022		
Coverage	Limit	Deductible
Policy Limit – Annual Aggregate	\$2,000,000	Per Below
Third Party Liability Coverage		
Privacy & Security Liability, each claim	\$2,000,000	\$25,000
Media Content Services Liability, each claim	\$2,000,000	\$25,000
PCI DSS, sublimit	\$1,000,000	\$25,000
First Party Liability Coverage		
Cyber Extortion & Ransomware, each claim	\$500,000	\$25,000
Data Breach & Crisis Management, each claim	\$2,000,000	\$25,000
Data Recovery, each claim	\$2,000,000	\$25,000
Business Interruption / Extra Expense, each claim	\$2,000,000	\$25,000/12 Hr.
Cyber Crime, refer to form for sublimits – Annual Aggregate	\$350,000	\$25,000
Social Engineering Financial Fraud*	\$350,000	\$25,000
Funds Transfer Fraud	\$350,000	\$25,000
Invoice Manipulation	\$350,000	\$25,000
Utility Fraud, refer to form for sublimits – Annual Aggregate	\$350,000	\$25,000
Crypto Jacking	\$350,000	\$25,000
Telecommunications Fraud	\$350,000	\$25,000
System Failure – BI/EE, sublimit	\$1,000,000	\$25,000/12 Hr.
Dependent Business Interruption – System Failure, BI/EE, sublimit	\$1,000,000	\$25,000/12 Hr..
Bricking Coverage, sublimit	\$500,000	\$25,000
Consequential Reputation Loss Period of Restoration	\$500,000 6 Months	12 Hours

*Social Engineering Financial Fraud – Coverage shall only apply if you verify the instruction to transfer money or securities by following a pre-arranged callback or other established procedural method to authenticate the validity of the request prior to acting upon any transfer instructions.

Cyber Liability

Notes of Importance:

1. Defense Costs are paid in addition to policy limits.
2. Deductible does not apply to claims expense.

Exclusions, include but not limited to:

- Deliberate Acts / Personal Profit
- Prior Acts
- Bodily Injury / Property Damage
- Employment Practices
- Ownership
- Covered Party vs. Covered Party
- ERISA/Securities
- Pollution
- Contractual except when assumed under contract
- Guarantees
- Advertising
- Business Practice
- Patent
- Privacy
- Governmental Action
- Software Responsibility
- Act of God
- Recover of Profits, Royalties and Fees
- RICO
- Trade Secrets
- War
- Infrastructure Failure electrical, mechanical, Internet, telecommunication, cable or satellite failure, fluctuation or outage not under the operational control of the Insured, however caused, including any electrical power interruption, short circuit, surge, brownout or blackout, however this exclusion shall not apply to a telecommunications fraud event.
- Governmental Orders any court order or damaged requiring the Covered Party to provide law enforcement, any administrative, regulatory or judicial body or any other governmental authority access to personally identifiable information, protected health information, or confidential business information.
- Over-Redemption price discounts, prizes, awards, coupons, or any other valuable consideration given in excess of the contracted or expected amount.
- Perfluoroalkyl and Polyfluoroalkyl group of manufactured chemicals including, but not limited to the PFAS sub-groups: perfluorooctane sulfonate (PFOS), perfluorooctanoic acid (PFOA), and Perfluorohexane sulfonate acids (PFHxS).

Cyber Liability

Claims Made Policy:

When a policy is on a claims-made basis, coverage triggers based on the actual filing date or receipt of the claim, in addition to the date of loss or injury. It handles any insured loss or claim filed during the policy period, regardless of when the actual loss or injury occurred, subject to the retroactive date on the declarations. Claims-made coverage applies only to covered losses that occur after the retroactive date.

Extended Reporting Periods:

Preferred provides the following Extended Reporting Periods options in the event coverage is cancelled or non-renewed:

Automatic Extended Reporting Period – continued coverage granted for a period of 60 days following the effective date of termination or nonrenewal, but only for Claims first made during the 60 days and arising from Wrongful Acts taking place prior to the effective date of the termination or nonrenewal.

Optional Extended Reporting Period – The Covered Party shall have the right to purchase an Optional Extended Reporting Period for up to 6 years following the effective date of the cancellation or nonrenewal, as shown below:

- Option 1 – 100% for 1 Year
- Option 2 – 150% for 2 Years
- Option 3 – 175% for 3 Years
- Option 4 – 250% for 6 Years

but only for Claims first made during the Optional Extended Reporting Period and arising from Wrongful Acts taking place prior to the effective date of the termination or nonrenewal.

Automobile Liability and Physical Damage

Term: October 1, 2023 to October 1, 2024

Company: Preferred Governmental Insurance Trust (*Preferred*)

Coverage	Limit	Symbol	Deductible
Automobile Liability (Based on 219 Vehicles)			
Primary Bodily Injury and Property Damage Liability – Combined Limit	\$1,000,000	1	\$200,000/\$300,000 SIR
Personal Injury Protection	Statutory	5	\$0 Per Person
Medical Payments	Not Included		
Uninsured Motorist	Rejected		

Coverage and Notes of Importance:

1. Defense Costs are paid in addition to policy limits.
2. Hired and non-owned liability is included.
3. Limits of Liability are subject to Florida Statute 768.28.

Automobile Liability and Physical Damage

Description of Covered Auto Designation Symbols:

SYMBOL	=	DESCRIPTION
1	=	ANY "AUTO"
2	=	ALL OWNED "AUTOS" ONLY. Only those "autos" you own and or lease (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This also includes all those "autos" you acquire ownership of after the coverage agreement begins.
3	=	OWNED PRIVATE PASSENGER "AUTOS" ONLY. Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the coverage agreement begins.
4	=	OWNED "AUTOS" OTHER THAN PRIVATE PASSENGER "AUTOS" ONLY. Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the coverage agreement begins.
5	=	OWNED "AUTOS" SUBJECT TO NO-FAULT. Only those "autos" you own and or lease that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the coverage agreement begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6	=	OWNED "AUTOS" SUBJECT TO A COMPULSORY UNINSURED MOTORIST LAW. Only those "autos" you own and or lease that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the coverage agreement begins provided they are subject to the same state uninsured motorists requirement.
7	=	SPECIFICALLY DESCRIBED "AUTOS". Only those "autos" described in ITEM THREE of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in ITEM THREE).
8	=	HIRED "AUTOS" ONLY. Only those "autos" you hire rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your employees or partners or members of their households.
9	=	NONOWNED "AUTOS" ONLY. Only those "autos" you do not own, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your employees or partners or members of their households but only while used in your business.

Excess Workers' Compensation

Term: October 1, 2023 to October 1, 2024

Insurer: Preferred Governmental Insurance Trust (*Preferred*)

Contract Terms	Option 1:
Liability Period	10/1/2023 – 10/1/2024
Payroll Reporting Period	10/1/2023 – 10/1/2024
Payroll	\$23,867,043
Self-Insured Retention	\$500,000
Specific Limit	Statutory
Employers Liability Limit	\$1,000,000/\$1,000,000/\$1,000,000

Notes of Importance:

1. TPA Fees are not included in this proposal.
2. State taxes and assessments are not included in the premium and are the responsibility of the insured.
3. **If TPA is other than PGCS, first dollar TPA losses required on a quarterly basis.**
4. **Certification of Servicing for Self-Insurers form filed with the State of Florida (SI-19) must be received PRIOR to binding excess WC**
5. Final premium subject to payroll audit.

Pollution Liability

Term: October 1, 2023 to October 1, 2024

Company: Indian Harbor Insurance Company
(Rated A XV by A.M. Best)

Form: Claims Made

Retroactive date: 5/1/2001 – Various Locations
Various – Storage Tanks

Coverage	Limit	Self-Insured Retention
Aggregate Limit	\$10,750,000	\$50,000
Legal Expense Aggregate Limit of Liability (in addition to the Aggregate Limit of Liability)	\$1,075,000	
Your Location Coverage		
Retroactive Date: Please refer to attached policy form EVPRL015a		
Your Location Limit of Liability for each Pollution Condition	\$3,000,000	\$50,000
Your Location Aggregate Limit of Liability	\$10,750,000	Each Condition
Emergency Remediation Expense		
Emergency Remediation Expense Limit of Liability for each Pollution Condition	\$500,000	\$50,000
Emergency Remediation Expense Aggregate Limit of Liability	\$500,000	Each Condition
Contingent Transportation Coverage		
Contingent Transportation Limit of Liability for Each Pollution Condition	\$3,000,000	\$50,000
Contingent Transportation Aggregate Limit of Liability	\$10,750,000	Each Condition
Non-Owned Disposal Site		
Retroactive Date: 11/11/2011		
Non-Owned Disposal Site Limit of Liability for each Pollution Condition	\$3,000,000	\$50,000
Non-Owned Disposal Site Aggregate Limit of Liability	\$10,750,000	Each Condition

Pollution Liability

Coverage Form & Endorsements include but not limited to:

Form Description	Form Number
Coverage Form	EVPRLCP 0419
Your Location(s) Schedule	EVPRL001a 0820
Retroactive Date(s) for Specific Your Location(s)	EVPRL015a 0622
Additional Coverages for Municipalities	EVPRL070a 1220
Asbestos and Lead-Based Paint Exclusion Amendment	EVPRL411a 0419
PFAS Exclusion for Specific Your Locations(s)	EVPRL433a 1220
Legionella Coverage	EVPRL317a 0820
State of Florida Coverage for Certified Acts of Terrorism, Subject to Cap and Coverage for Other Acts of Terrorism Committed Within the United States (if accepted)	EVPRL930a-FL 0419
Exclusion of Certified Acts of Terrorism, and Terrorism Committed Outside of United States (if rejected)	EVPRL931a 0419
Financial Responsibility Endorsement for Aboveground and/or Underground Storage Tank(s) – Single State	EVPRL941b 0820
State of Florida Storage Tank Financial Assurance Endorsement for Releases from Aboveground and/or Underground Storage Tank(s) for Covered Location(s) in the State of Florida Only	EVPRL949a 0820

Pollution and Remediation Legal Liability

Covered Locations

- Municipal Golf Course, One 7th Avenue N., Lake Worth, FL 33460
- Master Pump Station, 2nd Ave. & Golfview Dr., Lake Worth, FL 33460
- Repump Station, 1910 2nd Ave. N, Lake Worth, FL 33461
- Public Works, 1749 3rd Ave. S, Lake Worth, FL 33460
- Public Safety Complex, 120 N. G St., Lake Worth, FL 33460
- Water Treatment Plant, 301 College St., Lake Worth, FL 33460
- South Water Booster Station, 1600 S.E. St., Lake Worth, FL 33460
- North Water Booster Station, 22nd Ave. N. & N. D St., Lake Worth, FL 33460
- Floridan Well F-1, 517 College St., Lake Worth, FL 33460
- Floridan Well F-2, 1502 Lake Osborne Dr., Lake Worth, FL 33460
- Lift Station, 6300 Old Congress Rd., Lake Worth, FL 33460
- City Hall, 7 N. Dixie Hwy., Lake Worth, FL 33460
- Power Plant, 117 College St., Lake Worth, FL 33460

Aboveground and/or underground storage tank(s) schedule

UST/AST	Covered Location	Tank Size (gallons)	Tank Contents
AST	Power Plant 117 College St. Lake Worth, FL 33460	395,000	Residual Oils
AST	Power Plant 117 College St. Lake Worth, FL 33460	126,000	Diesel
AST	Power Plant 117 College St. Lake Worth, FL 33460	2 - 28,000	Diesel
AST	Power Plant 117 College St. Lake Worth, FL 33460	2 - 20,000	Diesel
AST	Power Plant 117 College St. Lake Worth, FL 33460	2 - 15,600	Diesel
AST	Power Plant 117 College St. Lake Worth, FL 33460	5,000	Mineral Acids
AST	Power Plant 117 College St. Lake Worth, FL 33460	2,200	Mineral Acids
AST	Power Plant 117 College St. Lake Worth, FL 33460	950	New/Lube Oil
AST	Municipal Golf Course One 7th Ave. N Lake Worth, FL 33460	1,000	Unleaded Gasoline
AST	Master Pump Station 2nd Ave. & Golfview Dr. Lake Worth, FL 33460	10,000	Generator Diesel
AST	Master Pump Station 2nd Ave. & Golfview Dr. Lake Worth, FL 33460	2,000	Chlorine Compound
AST	Master Pump Station 2nd Ave. & Golfview Dr. Lake Worth, FL 33460	1,450	Chlorine Compound
AST	Repump Station 1910 2nd Ave. N Lake Worth, FL 33460	1,500	Generator Diesel
AST	Public Works 1749 3rd Ave. S Lake Worth, FL 33460	275	Waste Oil
AST	Public Safety Complex 120 N.G.St. Lake Worth, FL 33460	1,000	Generator Diesel

Aboveground and/or underground storage tank(s) schedule cont'd

UST/AST	Covered Location	Tank Size (gallons)	Tank Contents
AST	Water Treatment Plant 301 College St. Lake Worth, FL 33460	6,000	Generator Diesel
AST	Water Treatment Plant 301 College St. Lake Worth, FL 33460	8,000	Generator Diesel
AST	Water Treatment Plant 301 College St. Lake Worth, FL 33460	1,000	Ammonia Compound
AST	Water Treatment Plant 301 College St. Lake Worth, FL 33460	4 - 4,500	Chlorine Compound
AST	Water Treatment Plant 301 College St. Lake Worth, FL 33460	3 - 2,256	Caustic Soda
AST	Water Treatment Plant 301 College St. Lake Worth, FL 33460	2 - 2,400	Mineral Acids
AST	Water Treatment Plant 301 College St. Lake Worth, FL 33460	6,770	Caustic Soda
AST	South Water Booster Station 1600 S.E. St. Lake Worth, FL 33460	1,470	Generator Diesel
AST	North Water Booster Station 22nd Ave. N. & N. D. St. Lake Worth, FL 33460	1,470	Generator Diesel
AST	Floridian Well F-1 517 College St. Lake Worth, FL 33460	500	Diesel
AST	Floridian Well F-2 1502 Lake Osborne Dr. Lake Worth, FL 33460	500	Diesel
AST	Lift Station 6300 Old Congress Rd. Lake Worth, FL 33460	3,100	Hazardous Substance
AST	City Hall 7 N. Dixie Hwy. Lake Worth, FL 33460	290	Diesel
AST	Municipal Golf Course One 7th Ave. N. Lake Worth, FL 33460	1,000	Vehicular Diesel
AST	Master Pump Station 2nd Ave. & Golfview Dr. Lake Worth, FL 33460	2,000	Hazardous Substance

UST/AST	Covered Location	Tank Size (gallons)	Tank Contents
AST	Public Works 1749 3rd Ave. S Lake Worth, FL 33460	2 - 275	New/Lube Oil
AST	Water Treatment Plant 301 College St. Lake Worth, FL 33460	6,770	Chlorine Compound
AST	Power Plant 117 College Street Lake Worth, FL 33460	5,000	Hazardous Substance
AST	Power Plant 117 College Street Lake Worth, FL 33460	5,000	New/Lube Oil

Pollution Liability

Important notes:

1. Policy limits do not annually reinstate.
2. Covered pollution conditions must commence after the retro date of this policy and before the end of the policy period.
3. No flat cancellation allowed. Policy is subject to 25% minimum earned premium.
4. Premium quoted includes Loss Control/Risk Management Support Service Fee.
5. This insurance is issued pursuant to the FL Surplus Lines laws. Entities insured by surplus lines carriers do not have the protection of the FL Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent, unlicensed insurer.

Claims Made Policy:

When a policy is on a claims-made basis, coverage triggers based on the actual filing date or receipt of the claim, in addition to the date of loss or injury. It handles any insured loss or claim filed during the policy period, regardless of when the actual loss or injury occurred, subject to the retroactive date on the declarations. Claims-made coverage applies only to covered losses that occur after the retroactive date.

Extended Reporting Periods:

XL provides the following Extended Reporting Periods options in the event coverage is cancelled or non-renewed:

Automatic Extended Reporting Period – continued coverage granted for a period of 90 days following the effective date of termination or nonrenewal, but only for Claims first made during the 60 days and arising from Wrongful Acts taking place prior to the effective date of the termination or nonrenewal.

Optional Extended Reporting Period – The Public Entity shall have the right, upon payment of up to 100% of the expiring premium, to purchase an Optional Extended Reporting Period, for the period of 36 months following the effective date of the cancellation or nonrenewal, but only for Claims first made during the Optional Extended Reporting Period and arising from Wrongful Acts taking place prior to the effective date of the termination or nonrenewal.

Fiduciary Liability – Firefighters Pension Trust Fund

Term: October 1, 2023 to October 1, 2024

Company: Markel American Insurance Company
(Rated A XV by A.M. Best)

Form: Claims Made

Prior and Pending Litigation Date 10/1/2012

Limits of Liability: \$1,000,000 Limit of Liability for all Loss (Aggregate)

\$1,000,000 Trustee Claim Expense Sub-Limit

\$200,000 Voluntary Compliance Program Expenditure Sub-Limit: Aggregate Limit of Liability for all Voluntary Compliance Program Expenditures (included within and not in addition to the maximum Aggregate Limit of Liability set forth in Item 04(a) of the Policy Certificate

Deductible: \$0 Each Claim

Policy Form & Endorsements:	Form Number:
Governmental Fiduciary Liability Insurance Claims-Made Policy Form	GOV-1000 – 11/2014
Trade or Economic Sanctions	MIL 1214 (09/17)
Cap on Losses From Certified Acts of Terrorism	TRIA (06/15)
Florida Amendatory Endorsement	GOV-FL (06/15)
Removal of Statutory Indemnification Endorsement	GOV-003 (05/19)
Renewal Guarantee	GOV-004 (03/21)
Trustee Claims Expense Endorsement	GOV-007 (05/19)
Specific Matter Exclusion	GOV-043 (06/15)
Modification Endorsement	GOV-054 (05/16)

Claims Made Policy:

When a policy is on a claims-made basis, coverage triggers based on the actual filing date or receipt of the claim, in addition to the date of loss or injury. It handles any insured loss or claim filed during the policy period, regardless of when the actual loss or injury occurred, subject to the retroactive date on the declarations. Claims-made coverage applies only to covered losses that occur after the retroactive date.

TULIP General Liability

Term: October 1, 2023 to October 1, 2024

Company: Markel Insurance Company
(Rated A (Excellent) by A.M. Best)

Form: ISO Occurrence Form (04/13) with broadening coverage endorsement

Limits of Liability:

General Liability

General Aggregate	\$5,000,000
Products / Completed Operation Agg	\$1,000,000
Each Occurrence Limit	\$1,000,000
Personal Injury and Advertising Injury	\$1,000,000
Damage to Rented Premises	\$1,000,000
Medical Expense Limit	\$ 5,000

Deductible: \$0 per Occurrence

Business Description: Tenant users of the City of Lake Worth Beach

Named Insured:

Sports, Leisure & Entertainment Risk Purchasing Group and its member tenant users, City of Lake Worth who have enrolled in the insurance program and have been approved by the company and for which an appropriate premium has been paid and to whom a member certificate has been issued.

Conditions:

A \$2,500 gross deposit is required to bind coverage for this program. Event premiums will be deducted from this deposit payment. The deposit payment must be replenished to \$2,500 when the balance of the deposit payment reaches \$500. The working gross deposit must be received to endorse any further events to the policy. A positive deposit must exist for coverage to be extended to any event. Coverage can be bound upon receipt of the down payment and the signed acceptance of this enrollment form.

TULIP General Liability

General Liability Costs:

The cost per tenant user/per event is based on the total attendance at the event. The total attendance is to be determined by counting all persons attending each session and/or each day of the event. An event is considered 10 (ten) consecutive days or less. Non-consecutive event days are to be considered separate events. Costs include a \$15 Risk Purchasing Membership Fee:

Total Attendance	Class 1 - Private Invitation	Class 2 - Open to the Public
200 or less	\$ 155.00	\$ 185.00
201 - 750	\$ 185.00	\$ 215.00
751 - 1,500	\$ 255.00	\$ 330.00
1,501 - 3,000	\$ 445.00	\$ 565.00

Additional Insureds:

CG 2011 – Managers or Lessor of Premises- As requested and endorsed-City of Lake Worth Beach
 CG2026 – Managers or Lessor of Premises- City of Lake Worth
 CG2026 – Designated Person or Organization – as requested and endorsed-owners and/or Lessors of Premises, Sponsors or Co-Promoters – blanket additional insured form

Eligible Operations:

To be eligible under this program the tenant user of the facility must meet the following criteria:

- Maximum total attendance of 3,000 or less for any one event
- Maximum number of consecutive event days (not including set-up and tear-down) is 10. Event days are to be consecutive.
- Event is held at a single location.
- Event is held at City of Lake Worth Beach facilities on file with company

The following operations are eligible for this program. Please note that this is not a complete list, please contact for eligibility.

Class 1 – Private Invitation Events:

Achievement celebrations; Anniversary parties; Award banquets or presentations; Baby showers; Banquets; Baptisms; Bar mitzvahs or bat mitzvahs; Birthday parties; Business dinners, lectures, seminars, meetings, parties or banquets; Celebrations (holiday); Charity or fundraising events (auction, benefit, dance, dinner); Debuts or debutante balls; Dinners, luncheons or showers; Graduation parties; Lectures; Meetings (clubs or business); Memorial services; Parties (retirement, house, anniversary, engagement or graduation); Quinceañeras, Recitals (dance or musical); Reunions (class, family or military); Seminars; Social gatherings or receptions; Wedding ceremonies, showers, receptions or rehearsal dinners

Class 2 - Open to the Public Events:

Auctions (property or real estate); Bingo games (for charity/fundraising only); Car, RV or boat shows (static displays only); Celebrations (holiday); Charity events (auction, benefit, dance or dinner); Concert-other than rap, hip-hop, heavy metal/screamo or techno/electronic; Conventions; Fraternity or sorority events (alumni association off site event that have been approved by us); Festivals or fairs (harvest, craft, ethnic, job or art); Flea market or swap meet; Graduation ceremonies; Lectures or workshops; Pageants; Picnics (no on or in water activity); Reunions (class, family or military); Rummage sales; School band or drill team competitions; School carnivals (no inflatables/rides); Shows (animals-arena setting only, antique, art, baby, boat, business, consumer, craft or fashion); Speaking engagements; Walking Tours (garden, holiday, parade of homes, historical site)

Ineligible Operations:

Activist rallies/marches/protests; Air shows/events; Animal obedience training; Any event and/or concerts – involving rap, hip-hop, heavy metal/screamo or techno/electronic music; Any events held at multiple locations; Any events held on airport premises; Any events honoring national and/or local celebrities or professional athletes; Any event involving an organized athletic events/competitions; Any events with over 3,000 in attendance; Any events held outside the United States; Any events involving in or on water activities; Any event/activities involving motorized vehicles, except static vehicle shows/auctions or car washes (for charity fundraising only) , Balloon festival; Battle reenactments; Bonfires; Cannabis related events; Christmas tree sales/lots; Cinematography or photography events for commercial use; Circuses; Color party or foam party or raves; Dance Competitions; Food eating contests; Fraternity or sorority events (except alumni association off-site events that have been approved by K&K); Geocaching events; Gun and/or knife shows; Haunted attractions/events; Health fairs or expositions; Hunting, fishing and hiking events; Mazes (corn, hay or fence); Parades or an event involving a parade; Political events (except private fundraising auctions, benefits, dances, dinners); Pumpkin chunkin events; Rodeos, Séances; Shooting events/activities (skeet/trap/clay/guns); Tailgating events (unless reported prior and approved by K&K); Tractor pulls; Union meetings; Walks/running events

Prime Plus Enhancements:

1. *Extended Property Damage – Expected or Intended injury resulting from use of reasonable force to protect persons or property*
2. *Non-owned watercraft – extended to 58 feet*
3. *Property Damage To Borrowed Equipment - \$10,000 each occurrence*
4. *Property Damage To Customers' Goods - \$10,000 each occurrence*
5. *Broadened Coverage – Damage to Premises Rented to You – definition expanded*
6. *Property Damage from Elevator Use*
7. *Personal and Advertising Injury From Televised Or Videotaped Material (if not professionally produced)*
8. *Medical Personnel - \$100,000 Any One Person*
9. *Broadened Definition of Insured – Newly acquired or formed organization for up to 180 days*
10. *Supplementary payments - \$2,500 bail bonds, \$500 a day loss of earnings*
11. *Knowledge or Notice of Occurrence*
12. *Unintentional Failure to Disclose All Hazards*
13. *Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation)*
14. *Mental Anguish Resulting From Bodily Injury*
15. *Broadened Definition Of Mobile Equipment*

16. Additional coverages:

- *Emergency Real Estate Consultant Fee - \$25,000*
- *Identify Theft Exposure - \$25,000*
- *Key Individual Replacement Cost - \$50,000*
- *Lease Cancellation Moving Expense - \$2,500*
- *Temporary Meeting Place - \$25,000*
- *Terrorism Travel Reimbursement - \$25,000*
- *Workplace Violence Counseling - \$25,000*

Notable Exclusions: (state variations may apply)

- o Commercial General Liability Standard Exclusions
- o Cap on Losses from Certified Acts of Terrorism
- o Communicable Disease Exclusion
- o Abuse, Molestation or Exploitation
- o Asbestos
- o Lead
- o Nuclear Energy
- o Sexually Transmitted Disease
- o Unmanned Aircraft
- o Employment Related Practices
- o Cyber Incident, Data Compromise, and Violation of Statutes Related to Personal Data
- o Silica or Silica-Related Dust Exclusion
- o Fungi or Bacteria
- o Total Pollution with a Building Heating, Cooling & Dehumidifying Equipment Exception and Hostile Fire Exception
- o Fireworks
- o Specified Recreational Activities – Aircraft/Hot Air Balloon: Airport; Amusement Devices (the ownership, operation, maintenance or use of any; mechanical or non-mechanical ride, slide, water slide, any inflatable recreation device, any bungee operation or equipment, any vertical device or equipment used for climbing either permanently affixed or temporarily erected or dunk tank. Amusement device does not include any video arcade or computer games or structures that are not designed to bounce on, slide on, ride on or tunnel through); Animal (injury or death to any animal, or Injury, death or property damage caused by any animal owned, rented or hired by you); Haunted Attraction; Rodeo (any rodeo activity including, but not limited to, bronco or bull riding, steer roping, team roping, barrel racing or horseback riding); Snowmobile: The ownership, operation, maintenance, use, “loading or unloading” of any snowmobile.
- o Designated Operations: Activist rallies/marches/protests; Air shows/events; Animal obedience training; Any event and/or concerts - involving rap, hip-hop, heavy metal/screamo or techno/electronic music; Any events held at multiple locations; Any events held on airport premises; Any events honoring national and/or local celebrities or professional athletes; Any event involving an organized athletic events/competitions; Any events with over 3,000 in attendance; Any events held outside the United States; Any events involving in or on water activities; Any event/activities involving motorized vehicles, except static vehicle shows/auctions or car washes (for charity fundraising only); Battle reenactments; Bonfires; Cannabis related events; Christmas tree sales/lots; Cinematography or photography events for commercial use; Circuses; Color party or foam party or raves; Dance Competitions; E-commerce Consulting; Food eating contests; Fraternity or sorority events (except alumni association off-site events that have been approved by K&K); Geocaching events; Gun and/or knife shows; Haunted attractions/events; Health fairs or expositions; Hunting, fishing and hiking events; Mazes (corn, hay or fence); Operations of concessionaires, exhibitors, and/or events at your event; Parades or an event

involving a parade; Petting Zoos; Political events (except private fundraising auctions, benefits, dances, dinners); Pumpkin chunkin events; Rodeos, Room and board liability/ overnight camping; Séances; Shooting events/activities (skeet/trap/clay/guns); Tailgating events (unless reported prior and approved by K&K); Tractor pulls; Union meetings; Walks/running events

Notable Endorsements (subject to state variations):

o Changes – Master Policy

o Earned Premium – 100% at inception

o Event Provision- coverage applies only to those event(s) reported to, approved by, and on file with us. Notwithstanding the specific event date(s) reported, approved and on file, activities that are part of the set-up and tear-down required for the event are considered part of the insured event.



UNMANNED AIRCRAFT

Term: October 1, 2023 to October 1, 2024

Company: GLOBAL AEROSPACE
 American Alternative Insurance Corporation - 59.24%
 American Commerce Insurance Company - 10.00%
 National Indemnity Company of the South - 18.39%
 Tokio Marine America Insurance Company - 12.37%

Form: Occurrence

Limits of Liability: \$1,000,000 Single Limit and Property Damage Liability

Covered Territory: The Contiguous United States, Mexico, Canada, And The Bahama Islands

Covered Use: Aerial Photography, Survey Or Transmission Line Inspection

Limits of Liability:

Coverage	Limit	Deductible
Liability	\$1,000,000	
Medical Expense	\$5,000	
Bail Bonds	\$5,000	
Fire Legal	\$100,000	
Contractual Liability	Policy limit	
Product Liability arising out of sale of scheduled aircraft	Policy Limit	
Personal Injury	\$1,000,000	
Physical Damage Deductible in Motion		10%
Physical Damage Deductible NOT in Motion		10%

Schedule of Aircraft

Aircraft Make	Hull Value	Deductible
2020 DJI Innovations Inspire 2 T650A	\$10,250	10%
2020 DJI Innovations Mavic 2 Enterprise	\$2,636	10%

UAS Payload

Make	Value	Deductible
DJI Zenmuse X5S FC6520	\$2,049	10%

UNMANNED AIRCRAFT cont'd

War, hi-jacking and other perils Physical Damage Coverage for Drones, Ground Equipment and Payload are INCLUDED

Also includes Liability arising from:

- occasioned by or in consequence of war hi-jacking and other perils
- the operation of UAS you rent/lease/borrow for periods of less than 30-days
- UAS operated on your behalf by others

Approved Pilots for Scheduled Aircraft:

The policy shall not apply while a scheduled aircraft is in flight unless the pilot in command is approved by the Named Insured and appropriately licensed for the flight being conducted.

Endorsements (Includes but not limited to):

E041 Electronic Data Event Liability Exclusion

A121 Additional Insured

A125 Amendment of Defined Terms

C022 Limited Liability War Exclusion Limited Coverage

C023 Limited Physical Damage War Exclusion Limited Coverage

C025 Electronic Date Recognition Exclusion Limited Coverage

C036 Expenses for Medical Services - \$5,000 each occurrence

C039 Liability for Sale of Aircraft, Aircraft Parts or Services

C054 Terrorism (TRIA) Coverage - Hull & Liability

C061 Aviation Personal And Advertising Injury Liability - \$1,000,000 each occurrence/aggregate

C064 Premises Coverage

C066 Fire Legal Liability - \$100,000 each occurrence

C095 Expanded Contractual Liability Endorsement

C097 Payload Physical Damage Endorsement

N004 Non-Owned Aircraft Liability - UnManned Aircraft System

D004 TRIA Disclosure

S018 Florida Amendatory

Premium Recapitulation
Page 1 of 2

	<u>Annual Premium</u>	<u>Check Option</u>	<u>Accept</u>	<u>Reject</u>
Preferred Package				
Property including Equipment Breakdown	\$438,433.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Inland Marine	\$8,543.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Crime / Employee Dishonesty	\$1,498.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
General Liability	\$76,626.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Deadly Weapon Protection*	Included			
Public Officials / Employment Practices Liability	\$83,698.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Cyber Liability	\$39,780.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Automobile Liability	\$35,141.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Excess Workers Compensation	\$89,918.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Package Payment Plan:	Annual	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

***Deadly Weapon Protection Coverage: Any Event that occurs at a Location which has been specifically leased or loaned by the City to any other entity or individual to host a permitted event planned and ticketed for more than 15,000 attendees over the duration of the event, MUST BE reported to AND APPROVED by Preferred PRIOR to event. The Trust may, at their discretion, charge an additional premium and/or impose additional conditions specifically for that event.**

All lines of coverage must be accepted in order to bind coverage with Preferred.

Premium Recapitulation
Page 2 of 2

	<u>Annual Premium</u>	<u>Check Option</u>	
		<u>Accept</u>	<u>Reject</u>
Utilites Property – Starr Tech			
Premium	\$1,000,000.00		
Engineering Fee	\$7,500.00		
Total Premium	\$1,007,500.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<i>Option: Terrorism Certified</i>	\$16,200.00	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<i>Option: Terrorism Non-Certified</i>	\$1,800.00	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Pollution Liability	\$44,329.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<i>Optional - Terrorism</i>	\$443.29	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Fiduciary Liability (Firefighters Pension Trust)			
Premium	\$5,845.00		
FL State Surcharge	\$99.40		
Total Premium	\$5,944.40	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Tenant Users Liability Insurance Program (TULIP)	\$2,500.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Drone Liability			
Premium	\$3,019.00		
FL State Surcharge	\$51.00		
Total Premium	\$3,070.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>

I authorize Brown & Brown to request the underwriters to bind coverage on the items indicated above and acknowledge receipt of the Compensation and Financial Condition Disclosure(s) provided in this proposal.

(Signature)

(Name & Title)

(Date)



Notes of Importance:

1. Quotes provided in the proposal are valid until 10/01/2023. After this date terms and conditions are subject to change by the underwriters.
2. *Preferred* is not subject to the Florida Insurance Guaranty Act, in the event it becomes unable to meet its claims payment obligations. However, insured is named on excess of loss policies.
3. Some of the Carriers of the *Preferred* excess of loss policies are issued pursuant to the FL Surplus Lines laws. Entities insured by surplus lines carriers do not have the protection of the FL Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent, unlicensed insurer.
4. Quote is subject to review and acceptance by *Preferred* Board of Trustees.
5. Premiums are subject to change if all lines of coverage quoted are not bound. **Premiums are subject to 25% minimum premium upon binding.**
6. Not all coverages requested may be provided in this quotation.
7. Flood quotes from NFIP may be available. Please advise your agent if you have property located in zones A or V and would like to have separate NFIP quotes.
8. Property values are based on information supplied by you. You should have reviewed your property schedule and as you deem necessary have appraisals done to verify your reported values are accurate based on current market conditions.
9. The Trust requires all Members to maintain valid and current certificates of workers' compensation insurance for all work performed by persons other than its employees.
- 10. With the exception of Workers' Compensation, the total premium is due within 30 days of inception. Premium financing can be arranged if needed.**
11. Quote is not bound until written orders to bind are received from the insured and the Trust and Company subsequently accepts the risk.
12. Should signed application reveal differing details/data than original application received, the entire quote/binder is subject to revision and possible retraction.
13. Higher limits of liability may be available. Please consult with your agent.
14. This proposal is based upon exposures to loss made known to the Brown & Brown. Any changes in exposures (i.e. new operations, new acquisitions of property or change in liability exposure) need to be promptly reported to us in order that proper coverage may be put into place.
- 15. This proposal is intended to give a brief overview. Please refer to coverage agreements for complete information regarding definition of terms, deductibles, sub-limits, restrictions and exclusions that may apply. In the event of any differences, the policy will prevail.**

Retail Compensation Disclosure

In addition to the commissions or fees received by us for assistance with the placement, servicing, claims handling, or renewal of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties, some of which may be owned in whole or in part by Brown & Brown, Inc., may also receive compensation for their role in providing insurance products or services to you pursuant to their separate contracts with insurance or reinsurance carriers. That compensation is derived from your premium payments. Additionally, it is possible that we, or our corporate parents or affiliates, may receive contingent payments or allowances from insurers based on factors which are not client-specific, such as the performance and/or size of an overall book of business produced with an insurer. We generally do not know if such a contingent payment will be made by a particular insurer, or the amount of any such contingent payments, until the underwriting year is closed. That compensation is partially derived from your premium dollars, after being combined (or "pooled") with the premium dollars of other insureds that have purchased similar types of coverage. We may also receive invitations to programs sponsored and paid for by insurance carriers to inform brokers regarding their products and services, including possible participation in company-sponsored events such as trips, seminars, and advisory council meetings, based upon the total volume of business placed with the carrier you select. We may, on occasion, receive loans or credit from insurance companies. Additionally, in the ordinary course of our business, we may receive and retain interest on premiums you pay from the date we receive them until the date of premiums are remitted to the insurance company or intermediary. In the event that we assist with placement and other details of arranging for the financing of your insurance premium, we may also receive a fee from the premium finance company.

If an intermediary is utilized in the placement of coverage, the intermediary may or may not be owned in whole or part by Brown & Brown, Inc. or its subsidiaries. Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so. In addition to providing access to the insurance company, the Wholesale Insurance Broker/Managing General Agent may provide additional services including, but not limited to: underwriting; loss control; risk placement; coverage review; claims coordination with insurance company; and policy issuance. Compensation paid for those services is derived from your premium payment, which may on average be 15% of the premium you pay for coverage, and may include additional fees charged by the intermediary.

Questions and Information Requests. Should you have any questions, or require additional information, please contact this office at (386) 252-6176 or, if you prefer, submit your question or request online at <http://www.bbinsurance.com/customerinquiry/>.

PREFERRED Compensation Disclosure

We appreciate the opportunity to assist with your insurance needs. Information concerning compensation paid to other entities for this placement and related services appears below. Please do not hesitate to contact us if any additional information is required.

Our office is owned by Brown & Brown, Inc. Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so.

For the 2023 – 2024 policy year, your insurance was placed with Preferred Governmental Insurance Trust (*Preferred*). *Preferred* is an insurance trust formed by Florida public entities through an Interlocal Agreement for the purpose of providing its members with an array of insurance coverages and services. *Preferred* has contracted with entities owned by Brown & Brown, Inc. to perform various services. As explained below, those Brown & Brown entities are compensated for their services.

Preferred has contracted with Public Risk Underwriters (PRU), a company owned by Brown & Brown, Inc., to administer *Preferred's* operations. The administrative services provided by PRU to *Preferred* include:

- Underwriting
- Coverage review
- Marketing
- Policy Review
- Accounting
- Issuance of *Preferred* Coverage Agreements
- *Preferred* Member Liaison
- Risk Assessment and Control

Pursuant to its contract with *Preferred*, Public Risk Underwriters of Florida, Inc. (PRU) receives an administration fee, based on the size and complexity of the account, of up to 10% of the *Preferred* premiums billed and collected.

Preferred has also contracted with Preferred Governmental Claims Solutions (PGCS), a company owned by Brown & Brown, Inc., for purposes of administering the claims of *Preferred* members. The services provided by PGCS to *Preferred* may include:

- Claims Liaison with Insurance Company
- Claims Liaison with *Preferred* Members
- Claims Adjustment

Pursuant to its contract with *Preferred*, PGCS receives a claims administration fee for those accounts which PGCS services of up to 5% of the non-property portion of the premiums you pay to *Preferred*.

Preferred also utilizes wholesale insurance brokers, some of which (such as Peachtree Special Risk Brokers and Apex Insurance Services) are owned by Brown & Brown, Inc., for the placement of *Preferred's* insurance policies. The wholesale insurance broker may provide the following services:

- Risk Placement
- Coverage review
- Claims Liaison with Insurance Company
- Policy Review
- Current Market Intelligence

The wholesale insurance broker's compensation is largely dictated by the insurance company. It typically ranges between 10% and 17% of the premiums you pay to *Preferred* for your coverage.

Notice of Carrier Financial Status

Risk Management Associates, Inc., and its parent company, Brown & Brown, Inc. (collectively “Brown & Brown”) do not certify, warrant or guarantee the financial soundness or stability of any insurance carrier or alternative risk transfer or pooling entity. We endeavored to place your coverage with an insurance carrier with an AM Best Company financial rating of “A-” or better.* While Brown & Brown cannot certify, warrant or guarantee the financial soundness or stability of any insurance carrier or alternative risk transfer or pooling entity or otherwise predict whether the financial condition of any such entity might improve or deteriorate, we are hereby providing you with notice and disclosure of financial condition so that you can make an informed decision regarding the placement of coverage. Accordingly, with receipt of this notice you acknowledge the following with regard to the placement and any subsequent renewal of the coverage indicated below:

- Brown & Brown may have other options for your insurance placement, including quotations with insurance carriers holding an “A-” or better rating from AM Best Company. Alternative quotes may be available with an A- or better rated carrier upon your request.
- Coverage is being renewed and quoted through **Preferred Governmental Insurance Trust (“Preferred”)**, which is as a Florida local government self-insurance fund established pursuant to Section 624.4622, Florida Statutes, as such **Preferred** is not rated by the AM Best Company.
- **Preferred** is not subject to the protections afforded by any state guaranty fund or association.
- The financial condition of insurance companies and other coverage providers including local government self-insurance funds like **Preferred** may change rapidly and that such changes are beyond the control of Brown & Brown.
- You should review the financial and membership information from **Preferred** and agree to abide by the conditions of membership established by **Preferred**.
- You should consider the information provided, including the **Preferred** coverage quote and coverage placement and review it with your accountants, legal counsel and advisors.

Named Insured: City of Lake Worth Beach
Line of Coverage(s): Property, Inland Marine, Crime, General Liability, Employee Benefits Liability, Deadly Weapon Protection, Automobile Liability, Public Officials Liability, Employment Practices Liability, Cyber Liability, Excess Workers Compensation
Policy Number(s): PX FL1 0502013 23-14
Policy Period(s): 10/01/2023 – 10/01/2024
Date of Notice: 9/13/2023

* AM Best Rating Guide: Rating for Stability: A++ to F = Highest to lowest rating
 Financial Size Category: XV to I - Largest to smallest rating

Guide to Bests Ratings		
Best Category	Rating	Description
Secure	A++	Superior
Secure	A+	Superior
Secure	A	Excellent
Secure	A-	Excellent
Secure	B++	Very Good
Secure	B+	Very Good
Vulnerable	B	Fair
Vulnerable	B-	Fair
Vulnerable	C++	Marginal
Vulnerable	C+	Marginal
Vulnerable	C	Weak
Vulnerable	C-	Weak
Vulnerable	D	Poor
Vulnerable	E	Under Regulatory Supervision
Vulnerable	F	In Liquidation
Vulnerable	S	Rating Suspended
Not Rated	NR-1	Insufficient Data
Not Rated	NR-2	Insufficient Size and/or operating experience
Not Rated	NR-3	Rating Procedure Inapplicable
Not Rated	NR-4	Company Request
Not Rated	NR-5	Not Formally Followed
Rating Modifier	u	Under Review
Rating Modifier	q	Qualified
Affiliation Code	g	Group
Affiliation Code	p	Pooled
Affiliation Code	r	Reinsured

Guide to Best's Financial Size Categories		
Reflects size of insurance company based on their capital, surplus and conditional reserve funds in U.S. dollars.	I	Less than \$1,000,000
	II	\$1,000,000 - \$2,000,000
	III	\$2,000,000 - \$5,000,000
	IV	\$5,000,000 - \$10,000,000
	V	\$10,000,000 - \$25,000,000
	VI	\$25,000,000 - \$50,000,000
	VII	\$50,000,000 - \$100,000,000
	VIII	\$100,000,000 - \$250,000,000
	IX	\$250,000,000 - \$500,000,000
	X	\$500,000,000 - \$750,000,000
	XI	\$750,000,000 - \$1,000,000,000
	XII	\$1,000,000,000 - \$1,250,000,000
	XIII	\$1,250,000,000 - \$1,500,000,000
	XIV	\$1,500,000,000 - \$2,000,000,000
	XV	Greater than \$2,000,000,000

Brown & Brown always strives to place your coverage with highly secure insurance companies. We cannot, however, guarantee the financial stability of any carrier.

Statement Acknowledging That Coverage Has Been Placed With A Non-Admitted Carrier

Per Florida Statute, the insured is required to sign the following E&S disclosure:

The undersigned hereby agrees to place insurance coverage in the surplus lines market and understands that superior coverage may be available in the admitted market and at a lesser cost. Persons insured by surplus lines carriers are not protected by the Florida Insurance Guaranty Association with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

City of Lake Worth Beach
Named Insured



Signature of Insured's Authorized Representative

Date

Indian Harbor Insurance Co.
Name of Excess and Surplus Lines Carrier

Pollution Liability
Type of Insurance

PEC004832006
Renewal of Policy Number

10/01/2023-10/01/2024
Effective/Expiration Date of Coverage

Florida
State

Statement Acknowledging That Coverage Has Been Placed With A Non-Admitted Carrier

Per Florida Statute, the insured is required to sign the following E&S disclosure:

The undersigned hereby agrees to place insurance coverage in the surplus lines market and understands that superior coverage may be available in the admitted market and at a lesser cost. Persons insured by surplus lines carriers are not protected by the Florida Insurance Guaranty Association with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

City of Lake Worth Beach

Named Insured



Signature of Insured's Authorized Representative

Date

Starr Tech Surplus Lines Insurance Co.

Name of Excess and Surplus Lines Carrier

Property

Type of Insurance

NEW

Policy Number

10/01/2023-10/01/2024

Effective/Expiration Date of Coverage

Florida

State

STAFF REPORT REGULAR MEETING

AGENDA DATE: September 19, 2023

DEPARTMENT: Community Sustainability

TITLE:

Ordinance 2023-10 - Second Reading - Amending the City's Comprehensive Plan, adding a new property rights element as required by F.S. 163.3177(6)(i)

SUMMARY:

The proposed ordinance would amend the City's Comprehensive Plan by adding a new property rights element as required by F.S. 163.3177(6)(i.). If approved on second reading / adoption, the comprehensive plan text amendment will be transmitted to the Florida Department of Economic Opportunity (DEO) for final completeness review.

BACKGROUND AND JUSTIFICATION:

On June 28, 2021, the Governor signed into law House Bill 59, which amended statutory provisions regarding optional and required comprehensive plan elements by creating a new required property rights element (F.S. 163.3177(6)(i.)). As of July 1, 2021, all local governments must adopt this element as part of their comprehensive plans by the next proposed plan amendment, or the date of the next scheduled evaluation and appraisal of their comprehensive plan. The Florida Department of Economic Opportunity (DEO) has informed the City that any future amendments to its comprehensive plan, including the Future Land Use Map, cannot be adopted until the adoption of a property rights element occurs.

This new required element must include policies consistent with the legislative intent that local governments respect existing "judicially acknowledged and constitutionally protected private property rights" in local decision-making. These required policies are identified in the attached advisory board (PZHP) staff report. Further, staff also added policies referring to the existing and established rights that people have to participate in planning and development decisions that affect their lives and property.

The **Planning & Zoning Board** recommended unanimous approval of the ordinance at their May 24, 2023 meeting. The Historic Resources Preservation Board also recommended unanimous approval of the ordinance at their June 14, 2023 meeting.

The **City Commission** unanimously voted to approve the text amendment on first reading, and to transmit it to the DEO for review and comment at their July 18, 2023 meeting.

The text amendment was transmitted to the DEO and required reviewing agencies on July 20, 2023. No comments were provided by either the reviewing agencies or the DEO during the 30-day review period.

MOTION:

Move to approve/disapprove Ordinance 2023-10 on Second Reading, and to transmit to the Florida Department of Economic Opportunity for final completeness review.

ATTACHMENT(S):

Ordinance 2023-10
PZB/HRPB Staff Report

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ORDINANCE NO. 2023-10 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING THE CITY’S COMPREHENSIVE PLAN, ADDING A NEW PROPERTY RIGHTS ELEMENT AS REQUIRED BY F.S. 163.3177(6)(i); PROVIDING THAT CONFLICTING ORDINANCES ARE REPEALED; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Florida Local Government Comprehensive Planning and Land Development Regulation Act, section 163.3220, *et seq.*, Florida Statutes, requires each municipality to adopt a comprehensive plan, including a future land use map and authorizes amendments to an adopted comprehensive plan; and

WHEREAS, City staff has prepared and reviewed an amendment to add a new required element to the City’s Comprehensive Plan regarding property rights in accordance with F.S. 163.3177(6)(i); and

WHEREAS, on May 24, 2023, the City Planning and Zoning Board, sitting as the duly constituted Local Planning Agency for the City, recommended approval of the addition of the new required “Property Rights Element” to the Comprehensive Plan of the City; and

WHEREAS, on June 14, 2023, the City Historic Resources Preservation Board, sitting as the duly constituted Local Planning Agency for the City, recommended approval of the addition of the new required “Property Rights Element” to the Comprehensive Plan of the City; and

WHEREAS, the City has received public input and participation through hearings before the Local Planning Agency and the City Commission in accordance with Section 163.3181, Florida Statutes; and

WHEREAS, the State of Florida in F.S. 163.3177(6)(i), requires the creation of a “Property Rights Element” with specified property rights that must be considered by local governments in decision-making;

WHEREAS, the property rights for consideration as required in F.S. 163.3177(6)(i) reflect long established and prevailing judicially acknowledged and constitutionally protected private property rights without enhancement;

WHEREAS, the City of Lake Worth Beach will continue to respect judicially acknowledged and constitutionally protected private property rights as has always been required by prevailing law; and

WHEREAS, the City of Lake Worth Beach respects the rights of all people to participate in land use planning processes.

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

Section 1. The foregoing recitals are hereby affirmed and ratified.

Section 2. The text amendment language is provided in **Exhibit A**.

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. If any provision of this ordinance, or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications 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 5. The effective date of this text amendment shall be thirty-one (31) days after the Department of Economic Opportunity notifies the City that the plan amendment package is complete. If timely challenged, this amendment does not become effective until the Department of Economic Opportunity or the Administration Commission enters a final order determining the adopted amendment to be in compliance.

The passage of this ordinance on first reading was moved by Commissioner Malega, seconded by Vice Mayor McVoy, 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	AYE
Commissioner Reinaldo Diaz	AYE

The Mayor thereupon declared this ordinance duly passed on first reading on the 18th day of July, 2023 and shall be transmitted to the Florida Department of Economic Opportunity for review.

The passage of this ordinance on second reading was moved by Commissioner _____, seconded by Commissioner _____, as amended 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	

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The Mayor thereupon declared this ordinance duly passed on the __ day of _____,
2023.

LAKE WORTH BEACH CITY COMMISSION

By: _____
Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

EXHIBIT A

12. PROPERTY RIGHTS ELEMENT

Goal 12.1 The City will make decisions with respect for judicially acknowledged and constitutionally protected private property rights, and with respect for people's rights to participate in decisions that affect their lives and property.

Objective 12.1.1 The City will respect judicially acknowledged and constitutionally protected private property rights.

Policy 12.1.1.1 The City will consider in its decision-making the right of a property owner/s to physically possess and control their interests in the property, including easements, leases, or mineral rights.

Policy 12.1.1.2 The City will consider in its decision-making the right of a property owner/s to use, maintain, develop, and improve their property for personal use or for the use of any other person, subject to state law and local ordinances.

Policy 12.1.1.3 The City will consider in its decision-making the right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.

Policy 12.1.1.4 The City will consider in its decision-making the right of a property owner to dispose of his or her property through sale or gift.

Objective 12.1.2 People have the right to participate in planning and development decisions that affect their lives and property. As such, the City will establish land development regulations that foster transparency in decision-making processes so that all people may participate in decisions that affect their lives and property.

Policy 12.1.2.1 The City shall comply with all requirements for public notice, and shall implement its adopted enhanced notice and public outreach requirements, including a developer meeting for significant projects.

Policy 12.1.2.2 The City shall periodically review notice and public outreach requirements and best practices in support of process transparency and to effectively utilize current technology.

Policy 12.1.2.3 The City shall implement its public hearing and affected party procedures adopted in the land development regulations to ensure transparency for decision makers, applicants and affected parties in accordance with federal and state law.



DATE: May 3, 2023

TO: Members of the Planning & Zoning and Historic Resources Preservation Boards

FROM: William Waters, Director Community Sustainability

MEETING: May 10 & May 24, 2023

SUBJECT: **Ordinance 2023-10:** Consideration of an ordinance amending the City’s Comprehensive Plan to adopt a new property rights element as required by F.S. 163.3177(6)(i.).

PROPOSAL / BACKGROUND/ ANALYSIS:

On June 28, 2021, the Governor signed into law House Bill 59, which amended statutory provisions regarding optional and required comprehensive plan elements by creating a new required property rights element (F.S. 163.3177(6)(i.)). As of July 1, 2021, all local governments must adopt this element as part of their comprehensive plans by the next proposed plan amendment, or the date of the next scheduled evaluation and appraisal of their comprehensive plan. The Florida Department of Economic Opportunity (DEO) has informed the City that any future amendments to its comprehensive plan, including the Future Land Use Map, cannot be adopted until the adoption of a property rights element occurs.

This new required element must include policies consistent with the legislative intent that local governments respect “judicially acknowledged and constitutionally protected private property rights” in local decision-making. Further, F.S. 163.3177(6)(i.) provides the following statement of rights to be included in the element:

The following rights shall be considered in local decisionmaking:

1. *The right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.*
2. *The right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances.*
3. *The right of the property owner to privacy and to exclude others from the property to protect the owner’s possessions and property.*
4. *The right of a property owner to dispose of his or her property through sale or gift.*
(Reference: F.S. 163.3177(6)(i.)1.)

STAFF RECOMMENDATION:

Staff recommends that the Planning and Zoning Board and Historic Resources Preservation Board recommend that the City Commission transmit to DEO and subsequently adopt Ordinance 2023-10.

POTENTIAL MOTION:

I move to **RECOMMEND/NOT RECOMMEND** TO THE CITY COMMISSION TO ADOPT the proposed Comprehensive Plan text amendment included in Ordinance 2023-10.

Attachments

- A. Draft Ordinance 2023-10

STAFF REPORT REGULAR MEETING

AGENDA DATE: September 19, 2023

DEPARTMENT: Community Sustainability

TITLE:

Ordinances 2023-17 & 2023-18 – Second Reading – A privately-initiated small-scale Future Land Use Map (FLUM) amendment and Zoning Map amendment (rezoning) for the project known as “Madison Terrace” located at 821 South Dixie Highway

SUMMARY:

The subject map amendments comprise a portion of the concurrently proposed Madison Terrace Planned Development, which would allow for the redevelopment of a total of 1.8134 acres with 176 affordable units that are income restricted. According to the applicant’s justification statement, the project will be financed with low-income housing tax credits provided by the federal government. The project will be required to remain affordable housing for a period of at least 50 years. The rental rates are based on 80% of the Area Median Income (AMI). At least 10% of the units have “Extremely Low Income” ELI rental rates based on a maximum of 30% of the AMI. The average rental rate for all apartment units cannot exceed 60% of AMI. Furthermore, the amendments are supported by and are consistent with the Comprehensive Plan and City Strategic Plan as described in the respective Comprehensive Plan and Strategic Plan Analysis sections of this report for each request.

The requests are:

- A FLUM amendment from the Mixed Use – East (MU-E) future land use to Transit Oriented Development (TOD) future land use (Ordinance 2023-18)
- A Rezoning from the Mixed Use – Dixie Highway (MU-DH) zoning district to the Transit Oriented Development – East (TOD-E) zoning district (Ordinance 2023-17)

The data and analysis section of this staff report for the FLUM amendment was prepared in accordance with the requirements of F.S. 163.3177 and provides relevant and appropriate data based on the City’s community goals and vision and consistency with the level of service requirements. The proposed FLUM amendment is eligible for processing as a small-scale future land use map amendment per F.S.163.3187. If adopted, the proposed amendment would be sent to the Florida Department of Economic Opportunity (DEO) upon adoption and become effective 31 days after adoption if not challenged within 30 days.

The data and analysis section of this staff report for the concurrent Zoning Map amendment analyzes the proposed request for consistency with the City’s Comprehensive Plan, Strategic Plan, and LDR Section 23.2-36(4): Review Criteria for the Rezoning of Land.

BACKGROUND AND JUSTIFICATION:

On June 28, 2023, the applicant held a meeting with neighborhood residents at 1121 Lucerne Avenue. Notices were mailed to all property owners within 400 ft of the project on June 9, 2023, and signs were placed on the property on June 9, 2023. There were twelve (12) attendees at the meeting. Residents asked questions about the project’s security features, site design, parking, the sustainable features of the project, and general questions about the units and how the property will be managed. The applicant also created a project webpage: <http://www.madisonterraceseniors.com/>

The **Planning and Zoning Board (PZB)** unanimously recommended approval of the proposed FLUM and rezoning at their August 2, 2023 meeting.

The proposed FLUM amendment request is consistent with the purpose, intent, and requirements of the Comprehensive Plan. The proposed rezoning is also consistent with the purpose, intent, and requirements of the Comprehensive Plan and LDRs:

- The amendments are consistent with the City's goals to encourage the location and development of compact sustainable residential units near transit stops.
- The amendments are consistent with the Strategic Plan's goals of diversifying housing options and the expansion of jobs.
- The amendments are supported by and are consistent with the Comprehensive Plan and City Strategic Plan as described in the respective Comprehensive Plan and Strategic Plan Analysis sections of this report; and
- The FLUM amendment is supported by data and analysis prepared in accordance with the requirement of F.S. 163.3177 that provides relevant and appropriate data based the City's community goals and vision and consistency with level of service requirements.
- The Zoning Map amendment is consistent with the proposed FLUM amendment.

The **City Commission** unanimously voted to approve the proposed FLUM and rezoning at their August 15, 2023 meeting.

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

MOTION:

Move to approve/disapprove Ordinances No. 2023-18 (FLUM) on second reading / adoption.

Move to approve/disapprove Ordinances No. 2023-17 (rezoning) on second reading / adoption.

ATTACHMENT(S):

Ordinance No. 2023-18 & 17
PZB Staff Report

ORDINANCE NO. 2023-17 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING THE CITY'S OFFICIAL ZONING MAP FROM THE ZONING DISTRICT OF MIXED USE – DIXIE HIGHWAY (MU-DH) TO TRANSIT ORIENTED DEVELOPMENT – EAST (TOD-E) ON PROPERTY GENERALLY LOCATED AT THE NORTHWEST CORNER OF SOUTH DIXIE HIGHWAY AND 9TH AVENUE AT 821 SOUTH DIXIE HIGHWAY, AND AS MORE PARTICULARLY DESCRIBED IN EXHIBIT A; AND 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 amending the City's Official Zoning Map; and

WHEREAS, this is a privately-initiated request for a zoning map amendment to change the zoning district of the property as more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, City staff has prepared and reviewed an amendment to the City's Official Zoning Map to change the zoning district of the property described below from Mixed Use – Dixie Highway (MU-DH) to Transit Oriented Development – East (TOD-E), pursuant to the City of Lake Worth Beach Land Development Regulations and Comprehensive Plan; and

WHEREAS, on August 2, 2023, the City Planning and Zoning Board, sitting as the duly constituted Local Planning Agency for the City, considered a concurrent future land use map (FLUM) amendment to the Transit Oriented Development (TOD) future land use;

WHEREAS, on August 2, 2023, the City Planning and Zoning Board, sitting as the duly constituted Local Planning Agency for the City, recommended approval of the subject zoning map amendment to the City's Official Zoning Map; and

WHEREAS, the City has received public input and participation through hearings before the Local Planning Agency and the City Commission in accordance with Section 163.3181, Florida Statutes; and

WHEREAS, the City Commission has considered all of the testimony and evidence and has determined that rezoning meets the rezoning review criteria of the Land Development Regulations, Section 23.2-36 and is consistent with the City's Comprehensive Plan and Strategic Plan.

WHEREAS, the City Commission has considered all of the testimony and evidence and has determined that the adoption of this Ordinance is in the best interest of the citizens and residents of the City of Lake Worth Beach.

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

Section 1. The foregoing recitals are hereby affirmed and ratified.

Section 2. The parcel of land more particularly described in **Exhibit A** is hereby designated Transit Oriented Development – East (TOD-E) on the City’s Official Zoning Map.

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

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 upon the same day as the concurrent Future Land Use Map amendment (Ordinance 2023-18). Per Florida Statute 163.3187. The Future Land Use Map amendment (Ordinance 2023-18) shall be effective 31 days after adoption provided there is no challenge.

The passage of this ordinance on first reading was moved by Vice Mayor McVoy, seconded by Commissioner Diaz 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	AYE
Commissioner Reinaldo Diaz	AYE

The Mayor thereupon declared this ordinance duly passed on first reading on the 15th day of August, 2023.

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 _____, 2023.

LAKE WORTH BEACH CITY COMMISSION

By: _____
Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

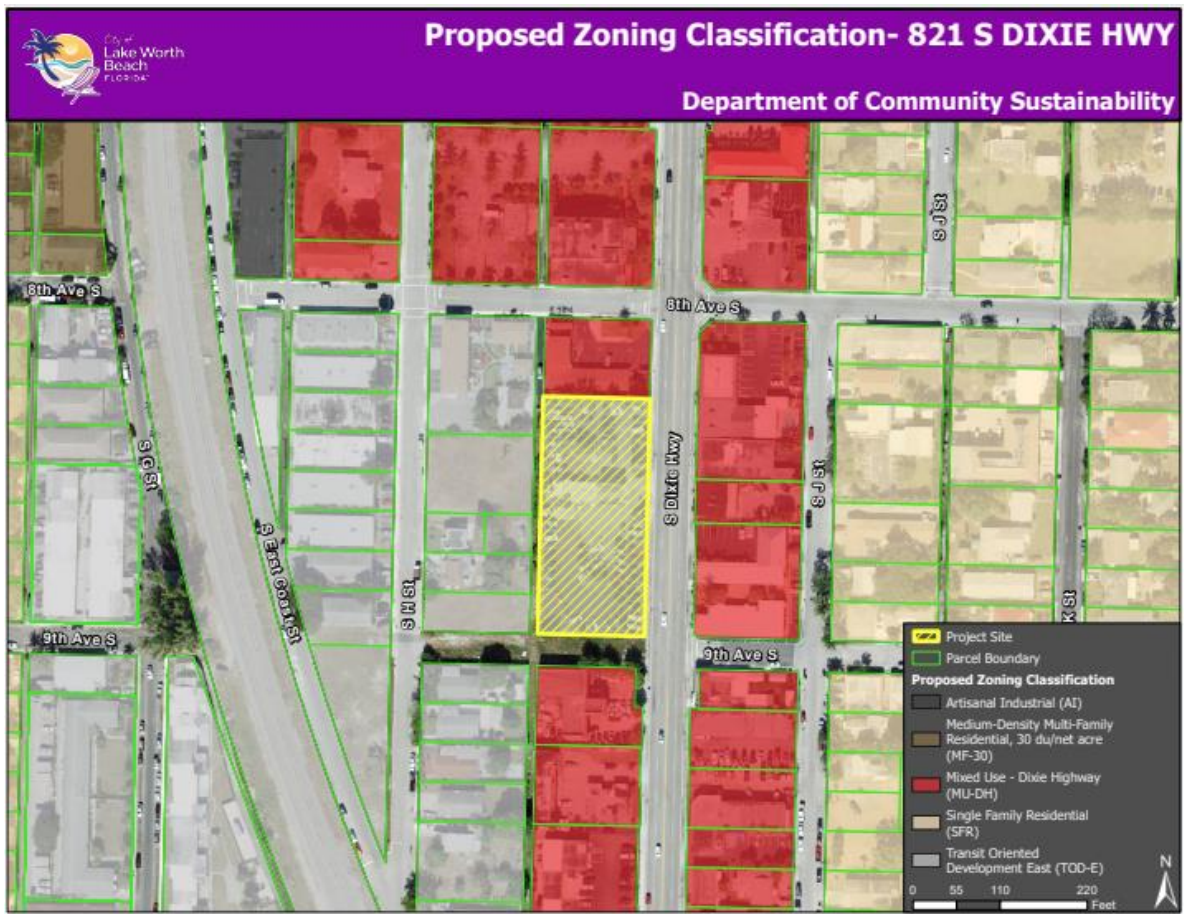
Exhibit A Property Location

Property Location: The subject parcel is generally located at the northwest corner of South Dixie Highway and 9th Avenue South as depicted in the map below and includes the following property control number: 38-43-44-21-15-253-0110



Exhibit B Amended Zoning District

Mixed Use – Dixie Highway (MU-DH) to Transit Oriented Development – East (TOD-E)



ORDINANCE NO. 2023-18 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING THE CITY'S COMPREHENSIVE PLAN FUTURE LAND USE MAP THROUGH A SMALL SCALE MAP AMENDMENT FROM THE FUTURE LAND USE (FLU) DESIGNATION OF MIXED USE – EAST (MU-E) TO THE TRANSIT ORIENTED DEVELOPMENT (TOD) FLU DESIGNATION ON PROPERTY GENERALLY LOCATED AT THE NORTHWEST CORNER OF SOUTH DIXIE HIGHWAY AND 9TH AVENUE GENERALLY LOCATED AT 821 SOUTH DIXIE HIGHWAY, AND AS MORE PARTICULARLY DESCRIBED IN EXHIBIT A; PROVIDING THAT CONFLICTING ORDINANCES ARE REPEALED; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Florida Local Government Comprehensive Planning and Land Development Regulation Act, section 163.3220, *et seq.*, Florida Statutes, requires each municipality to adopt a comprehensive plan, including a future land use map and authorizes amendments to an adopted comprehensive plan; and

WHEREAS, this is a privately-initiated request for the property described in Exhibit A (the "Property") attached hereto and incorporated herein, for a small-scale map amendment to change the future land use designation of the property; and

WHEREAS, City staff has prepared and reviewed an amendment to the Future Land Use Map of the City's Comprehensive Plan to change the land use designations of the property described below from a City of Lake Worth Beach future land use designation of Mixed Use – East (MU-E) to a City future land use designation of Transit Oriented Development (TOD); and

WHEREAS, on August 2, 2023, the City Planning and Zoning Board, sitting as the duly constituted Local Planning Agency for the City, recommended approval of the Future Land Use Map Amendment to the Comprehensive Plan of the City; and

WHEREAS, the amendment qualifies and meets the criteria to be reviewed and approved as a small scale map amendment in accordance with section 163.3187, Florida Statutes; and

WHEREAS, the City Commission acknowledges that this Future Land Use Map Amendment is subject to the provisions of Section 163.3187, and 163.3189, Florida Statutes, and that the City shall maintain compliance with all provisions thereof; and

WHEREAS, the City has received public input and participation through hearings before the Local Planning Agency and the City Commission in accordance with Section 163.3181, Florida Statutes; and

WHEREAS, the City Commission has determined that the adoption of this Ordinance is in the best interest of the citizens and residents of the City of Lake Worth Beach.

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

Section 1. The foregoing recitals are hereby affirmed and ratified.

Section 2. The property of land more particularly described in **Exhibit A** is hereby designated Transit Oriented Development (TOD) on the City's Future Land Use Map in **Exhibit B**.

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. If any provision of this ordinance, or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications 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 5. The effective date of this small scale map amendment shall be thirty-one (31) days after the Department of Economic Opportunity notifies the City that the plan amendment package is complete. If timely challenged, this amendment does not become effective until the Department of Economic Opportunity or the Administration Commission enters a final order determining the adopted amendment to be in compliance..

The passage of this ordinance on first reading was moved by Commissioner Malega, seconded by Commissioner Stokes, 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	AYE
Commissioner Reinaldo Diaz	AYE

The Mayor thereupon declared this ordinance duly passed on first reading on the 15th day of August, 2023.

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

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

The Mayor thereupon declared this ordinance duly passed on the ____ day of
____, 2023.

LAKE WORTH BEACH CITY COMMISSION

By: _____
Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

Exhibit A Property Location

Property Location: The subject parcel is generally located at the northwest corner of South Dixie Highway and 9th Avenue South as depicted in the map below and includes the following property control number: 38-43-44-21-15-253-0110

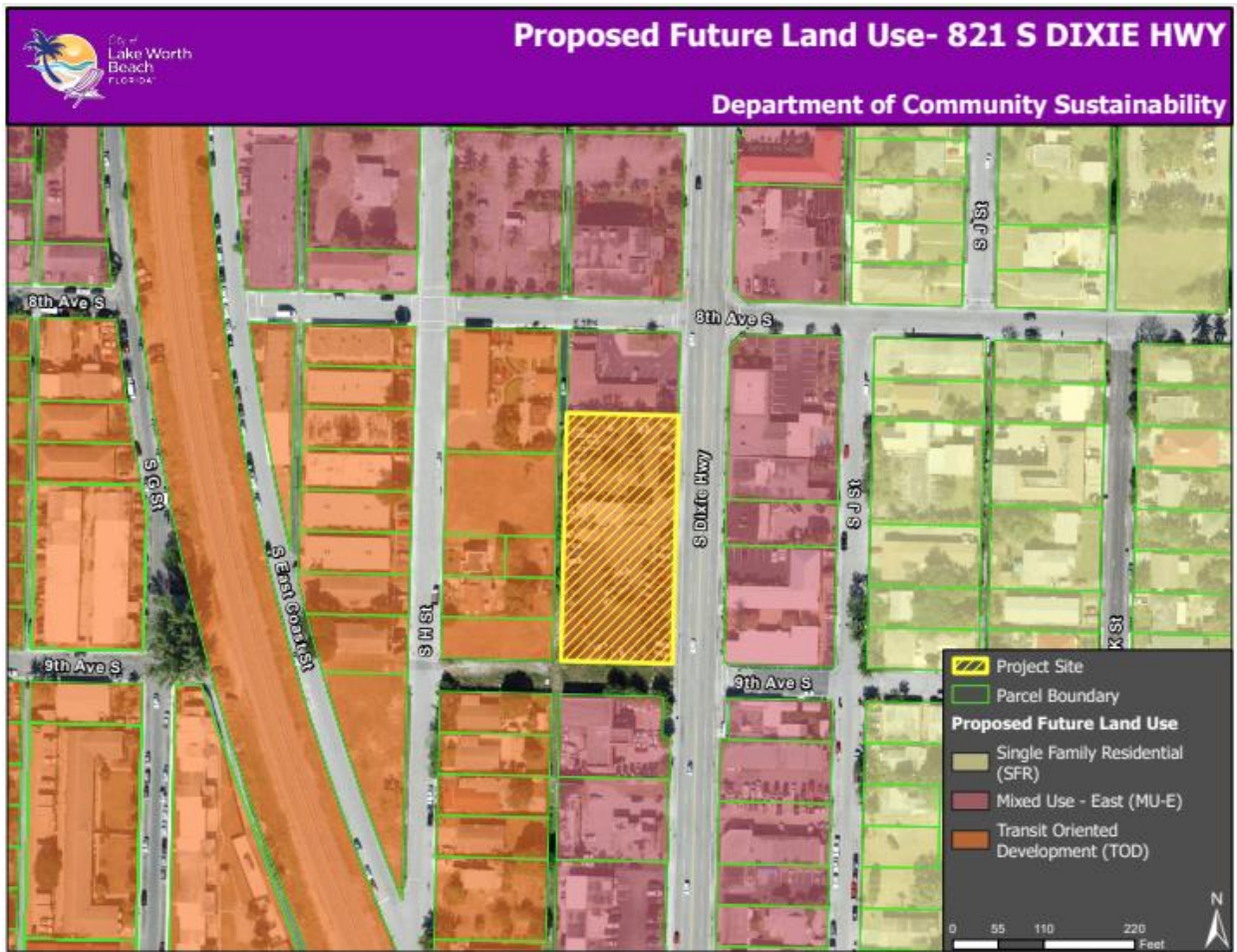


Exhibit B

Future Land Use Map (FLUM) Amendment

From: Mixed Use – East (MU-E)

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



PLANNING AND ZONING BOARD REPORT

PZB 23-01000001 (Ordinance Numbers 2023-17 and 2023-18): Privately-initiated small-scale Future Land Use Map (FLUM) amendment and Zoning Map amendment (rezoning) for the project known as “Madison Terrace” located at 821 South Dixie Highway requesting:

- A FLUM amendment from the Mixed Use – East (MU-E) future land use to Transit Oriented Development (TOD) future land use
- A Rezoning from the Mixed Use – Dixie Highway (MU-DH) zoning district to the Transit Oriented Development – East (TOD-E) zoning district

Transmittal Date: July 26, 2023

Meeting Date: August 2, 2023

Property Owner: BUYERS CHOICE AUTO SALES

Address: 821 South Dixie Highway

PCN: 38-43-44-21-15-253-0110

Size: 0.9298 acres

General Location: Northwest corner of South Dixie Highway and 9th Avenue South

Existing Land Use: Auto Sales

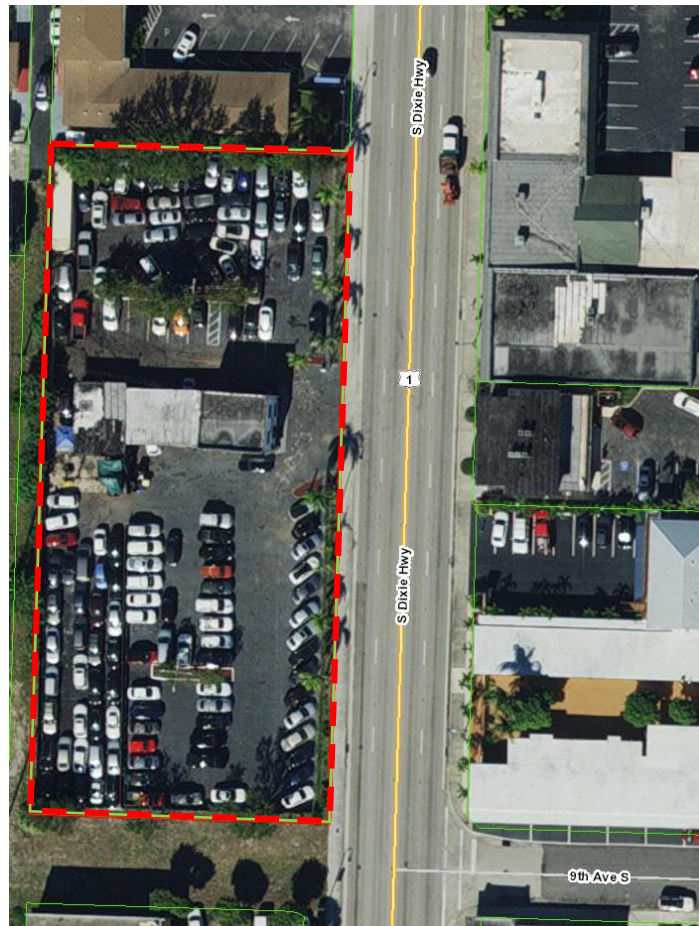
Current Future Land Use Designation: Mixed Use – East (MU-E)

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

Current Zoning District: Mixed Use – Dixie Highway (MU-DH)

Proposed Concurrent Zoning District: Transit Oriented Development – East (TOD-E)

Location Map



RECOMMENDATION

The data and analysis in support of the proposed FLUM amendment was prepared in accordance with F.S. 163.3177. The proposed FLUM amendment is consistent with the purpose, intent, and requirements of the Comprehensive Plan, including the level of service requirements and the Strategic Plan, and would facilitate the provision of affordable housing within the City. Therefore, staff recommends that the Planning and Zoning Board recommend to the City Commission to adopt the proposed small-scale FLUM amendment (**Ordinance 2023-18**).

The proposed rezoning is consistent with the Comprehensive Plan, Strategic Plan, and the guidelines and standards found in the City of Lake Worth Beach Land Development Regulations (LDRs). Therefore, staff recommends that the Planning and Zoning Board recommend to the City Commission to approve the proposed rezoning request (**Ordinance 2023-17**).

PROJECT DESCRIPTION

The proposed privately-initiated FLUM amendment would amend the FLU designation for approximately 0.9298 acres at 821 South Dixie Highway from the Mixed Use – East (MU-E) FLU to the Transit Oriented Development (TOD) FLU. The proposed concurrent rezoning request would amend the zoning district on the subject property from the Mixed Use – Dixie Highway (MU-DH) district to the Transit Oriented Development – East (TOD-E) district. The subject map amendments comprise a portion of the concurrently proposed Madison Terrace Planned Development, which would allow for the redevelopment of a total of 1.8134 acres with 176 affordable units that are income restricted. According to the applicant's justification statement, the project will be financed with low-income housing tax credits provided by the federal government. The project will be required to remain affordable housing for a period of at least 50 years. The rental rates are based on 80% of the Area Median Income (AMI). At least 10% of the units have "Extremely Low Income" ELI rental rates based on a maximum of 30% of the AMI. The average rental rate for all apartment units cannot exceed 60% of AMI. Furthermore, the amendments are supported by and are consistent with the Comprehensive Plan and City Strategic Plan as described in the respective Comprehensive Plan and Strategic Plan Analysis sections of this report for each request.

The data and analysis section of this staff report for the FLUM amendment was prepared in accordance with the requirements of F.S. 163.3177 and provides relevant and appropriate data based on the City's community goals and vision and consistency with the level of service requirements. The proposed FLUM amendment is eligible for processing as a small-scale future land use map amendment per F.S.163.3187. If adopted, the proposed amendment would be sent to the Florida Department of Economic Opportunity (DEO) upon adoption and become effective 31 days after adoption if not challenged within 30 days.

The data and analysis section of this staff report for the concurrent Zoning Map amendment analyzes the proposed request for consistency with the City's Comprehensive Plan, Strategic Plan, and LDR Section 23.2-36(4): Review Criteria for the Rezoning of Land.

COMMUNITY OUTREACH

Staff has not received any letters of support or opposition for this application. Per LDR Section 23.2-20, Public Neighborhood Meeting, *a public neighborhood meeting shall be required for all Planned Developments, Developments of Significant Impact, and Lake Worth Beach Community Redevelopment Agency sponsored new construction projects along the City's major thoroughfares as well as those utilizing the City's Sustainable Bonus Incentive Program, Transfer of Development Rights Program and/or Economic Investment Incentives.*

On June 28, 2023, the applicant held a meeting with neighborhood residents at 1121 Lucerne Avenue. Notices were mailed to all property owners within 400 ft of the project on June 9, 2023, and signs were placed on the property on June 9, 2023. There were twelve (12) attendees at the meeting. Residents asked questions about the project’s security features, site design, parking, the sustainable features of the project, and general questions about the units and how the property will be managed. The applicant also created a project webpage: <http://www.madisonterraceseniors.com/>

BACKGROUND

Although the proposed FLUM and Zoning Map amendments include only one (1) parcel, it will be unified with four (4) other parcels on South H Street (832 South H Street, 826 South H Street, 824 South H Street, 818 South Street) to create a residential planned development. The parcels on South H Street already have a Transit Oriented Development (TOD) FLU and Transit Oriented Development – East (TOD-E) zoning district designation. The combined project area will be 1.8134 acres, including approximately 0.1274 of abandoned rights-of-way. The residential planned development will propose 176 affordable dwelling units within the two (2), six (6)-story buildings. The project known as “Madison Terrace” will offer affordable age-restricted rentals. This residential planned development is being proposed concurrently with the FLU and rezoning requests. The project is also located within the boundaries of the Lake Worth Beach CRA.

FUTURE LAND USE MAP (FLUM) AMENDMENT ANALYSIS

The proposed Transit Oriented Development (TOD) FLU for the subject property is compatible with the Mixed Use – East and Transit Oriented Development FLU designations of surrounding properties. The following outlines the FLU designations for the adjacent areas:

- Future Land Use Map amendment for approximately 0.9298 acres from Mixed Use – East (MU-E) to Transit Oriented Development (TOD):

Subject Property FLU	Adjacent Direction	Adjacent Future Land Use	Existing Use
Existing: Mixed Use - East	North	Mixed Use - East	Motel
	South Across 9 th Ave S	Mixed Use - East	Auto Sales
Proposed: Transit Oriented Development	East Across S Dixie Hwy	Mixed Use - East	Motel, office, and store
	West Across alleyway	Transit Oriented Development	Vacant and single-family residential

The Transit Oriented Development FLU designation 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 amendment will facilitate the site’s redevelopment as a residential planned development. Four (4) Palm Tran bus stops are located within 500 feet of the site. The use of this site as described will help the City of Lake Worth Beach achieve residential development near transit stops as envisioned in its Comprehensive Plan.

Consistency with the Comprehensive Plan

The proposed FLUM amendments are consistent and in support of the following associated Objectives and Policies of the City of Lake Worth Beach’s Comprehensive Plan. The underlined text emphasizes key concepts, strategies and objectives within these objectives and policies that are furthered by the subject amendments.

1. FUTURE LAND USE ELEMENT

Objective 1.2.2: The City shall facilitate a compact, sustainable urban development pattern that provides opportunities to more efficiently use and develop infrastructure, land and other resources and services, and to reduce dependence on the automobile. This can be accomplished by concentrating more intensive growth within the City’s mixed use, high density residential and transit oriented development (TOD) areas.

Policy 1.1.2.10: Locational Criteria for the Transit Oriented Development Designations

TOD-E includes the area between Lucerne Avenue and 4th Avenue South flanking both sides of the FEC railway tracks; the area between 7th Avenue North and 11th Avenue North flanking both sides of the FEC railway tracks; and the area between 7th Avenue South and 10th Avenue South flanking both sides of the FEC railway tracks; and the area from Lake Worth Road north to 2nd Avenue North, and from I-95 and the railway tracks east to North A Street. The TOD-E locations have potential for future rail stations. The TOD-E district between Lucerne Avenue and 4th Avenue South is also envisioned to encourage arts, entertainment and cultural activities in the City.

Objective 1.3.4: To coordinate future land uses with availability of facilities and services.

3. HOUSING AND NEIGHBORHOODS ELEMENT

GOAL 3.1: To achieve a supply of housing that offers a variety of residential unit types and prices for current and anticipated homeowners and renters in all household income levels by the creation and/or preservation of a full range of quality housing units.

Objective 3.1.1: To upgrade the quality of existing housing and assure that new construction is of the highest possible quality while supporting the position that the city’s housing supply will be principally provided by the private sector.

Policy 3.1.2.1: Amendments to the zoning ordinance and other development regulations shall retain principles and criteria for guiding the location of adult congregate living facilities, group homes, housing for low and moderate income households, mobile homes, and foster homes in a manner consistent with State laws and more explicitly in conformity with Florida Statutes.

4. ECONOMIC DEVELOPMENT ELEMENT

Policy 11.1.2.3: The City shall allocate adequate commercial, industrial, and residential acreage through mechanisms such as zoning and land use plans to meet future needs of a diversified economy.

Consistency with the Strategic Plan

The proposed amendments further the City’s Strategic Plan which is committed to building a vibrant and diverse economy, planning thoughtfully for the future, and support the Strategic Pillars of Positioning Lake Worth Beach to be a competitive viable location of choice, Strengthening Lake Worth Beach as a “Community of Neighborhoods”, and Navigating towards a sustainable community.

Specifically, the proposed amendments are consistent with the following Strategic Plan Pillars:

Pillar II: Strengthening Lake Worth Beach as a ‘Community of Neighborhoods’

A: Diversify housing options.

Pillar IV: Navigating Towards a Sustainable Community

D: Influence the supply and expansion of jobs.

E: Ensure facility placement, construction and development that anticipates and embraces the future.

Level of Service Analysis

Pursuant to Chapter 163 of the Florida Statutes, any FLU amendment must be evaluated to determine if the proposed future land use will have a significant impact on the long-range level of service (LOS) for public facilities (i.e. drainage, potable water, wastewater, solid waste, parks, schools, and traffic) that service the property and the surrounding area. The LOS for public facilities is analyzed based on the maximum development potential for the existing and proposed FLU, and whether or not each public facility has capacity to accommodate any additional demands.

According to the City’s Comprehensive Plan, the maximum development potential change is for the existing Mixed Use – East FLU at 30 du/acre to the proposed Transit Oriented Development FLU at 60 du/acre resulting in an increase of 30 du/acre. The TOD FLU generates more service demands than the MU-E FLU. Analysis of the increased density (30 du/acre to 60 du/acre = 30 du/acre increase) on the long-range Level of Service (LOS) impacts concluded community facilities and services are available in the area to sustain the future demands and long-range LOS can be met with current and planned system capacities. However, it is important to note that the Live Local Act would allow for an increase in density to 45 units an acre without a Future Land Use Map amendment. The following table provides a LOS summary.

FLUM AMENDMENT LOS SUMMARY TABLE

Type of Facility:	Existing FLU Designations: (at 30 du/acre for Mixed Use - East)	Proposed FLU Designations: (at 60 du/acre for Transit Oriented Development)
Drainage	3-year, 1-hour storm duration, as recorded in the FDOT Drainage Manual IDF curves, current edition and fully contained onsite.	3-year, 1-hour storm duration Both FLU designations meet the 3 yr. – 1 hr. drainage LOS requirements. Site improvements will be required to provide drainage collection and conveyance systems to positive outfall.
Potable Water	105 gpcpd (gallons per capita per day). 105 gpcpd x 30 du/acre x 2.53 pph =7,969.5 gpcpd	105 gpcpd x 60 du/acre x 2.53 pph = 15,939 gpcpd Increase of 7,969.5 gpcpd The City facilities have available capacity to accommodate the increased demand.

Type of Facility:	Existing FLU Designations: (at 30 du/acre for Mixed Use - East)	Proposed FLU Designations: (at 60 du/acre for Transit Oriented Development)
Sanitary Sewer	<p>Collection and treatment of 100 gallons per capita per day at secondary treatment level, or 250 gallons per ERU per day.</p> <p>100 gpcd x 30 du/acre x 2.53 pph =7,590 gpcpd</p>	<p>100 gpcd x 60 du/acre x 2.53 pph = 15,180 gpcpd Increase of 7,590 gpcpd</p> <p>The City facilities have available capacity to accommodate the increased demand.</p>
Solid Waste	<p>Collection and disposal of 6.5 pounds of solid waste per capita per day.</p> <p>6.5 lbs/pcd x 30 du/acre x 2.53 pph x 365 days/year/ 2,000 = 90 Tons/year</p>	<p>6.5 lbs/pcd x 60 du/acre x 2.53 pph x 365 days/year/ 2,000 = 180 Tons/year Increase of 90 Tons/year</p> <p>Solid waste pickup will be located on the property.</p> <p>The Solid Waste Authority has available capacity to accommodate the demand of the proposed facility.</p>
Parks	<p>2.5 acres of community parks for every 1,000 persons and 2.0 acres of neighborhood parks for every 1,000 persons</p> <p>0.9298 acres x 30 du/ac = 27.894 du/ac x 2.53 pph/du = 70.57 persons</p>	<p>0.9298 acres x 60 du/ac = 55.788 du/ac x 2.53 pph/du = 141.14 persons Increase of 27.894 du = Increase of 70.57 persons</p> <p>The proposed increase is not anticipated to have a significant impact on the parks within the City. Further, the City is planning to pursue a parks master plan in the next fiscal year.</p>
Schools	<p>30 du/acre x 0.9298 ac = 27.894 du</p>	<p>Reduction in impact to LOS for local schools</p> <p>School District has requested a condition of approval requiring a covenant for the proposed age restricted (55+) community.</p>
Traffic	<p>Roadway Level of Service (LOS)</p>	<p>All developments in PBC require review by the PBC Traffic Division for conformance with the PBC Traffic Performance Standards (TPS), which was enacted by the Board of County Commissioners (BCC) in 1990. Per the applicant’s traffic study for the larger Madison Terrace planned development area, “A review of the links within the project’s radius of development influence reveals that capacity is available to support the project and the project meets the requirements of the Palm Beach County Traffic Performance Standards.”</p>

ZONING MAP AMENDMENT ANALYSIS

Consistency with the Comprehensive Plan and Strategic Plan

The subject property currently has a Future Land Use (FLU) designation of Mixed Use – East (MU-E). Per **Comprehensive Plan Future Land Use Element Policy 1.1.1.5**, the MU-E land use category “is intended to provide for a mixture of residential, office, service and commercial retail uses within specific areas east of I-95, near or adjacent to the central commercial core and major thoroughfares of the City. The maximum density of permitted residential development is 30 dwelling units per acre.” The implementing zoning districts of the MU-E FLU are Mixed Use – Dixie Highway (MU-DH), Mixed Use – Federal Highway (MU-FH), and Mixed Use – East (MU-E). The intent is to change the zoning district of the property from Mixed Use – Dixie Highway (MU-DH) to Transit Oriented Development – East (TOD-E) with a concurrent FLUM change from the current Mixed Use – East (MU-E) future land use to Transit Oriented Development (TOD) future land use (FLU) to facilitate the redevelopment of the site. Approval of the rezoning request would allow the project known as “Madison Terrace” to construct a 176 dwelling unit multi-family development through a residential planned development. This use is consistent with the intent of the requested zoning district and future land use designation.

Additionally, the proposed changes to the property’s Zoning District and FLU Designation is consistent with **Future Land Use Element Policy 1.1.2.10 (Locational Criteria for the Transit Oriented Development Designations)** as this site is located near potential for sites for future rail stations. **Future Land Use Element Objective 1.2.2 states:** “The City shall facilitate a compact, sustainable urban development pattern that provides opportunities to more efficiently use and develop infrastructure, land and other resources and services, and to reduce dependence on the automobile. This can be accomplished by concentrating more intensive growth within the City’s mixed use, high density residential and transit oriented development (TOD) areas.” Approval of the rezoning request would allow for the redevelopment of the site as compact residential development with access to Palm Tran stations and would be in keeping with the intent of **Objective 1.2.2**.

The City’s Strategic Plan sets goals and ideals for the City’s future vision and lays out methods to achieve them. Pillar Two, Section A seeks to “Diversify housing options.” Approval of the rezoning will result in the construction of age-restricted affordable housing for senior-aged residents. Therefore, housing options in Lake Worth Beach will be further diversified. Additionally, the proposal, if approved, would be consistent with **Strategic Plan Pillar IV. D and E** influencing the supply and expansion of jobs, and ensuring facilities that anticipate and embrace the future.

Consistency with the City’s Land Development Regulations

Rezoning of the subject site will allow the expansion of the abutting Transit Oriented Development – East (TOD) zoning district. As a result, the property will be redevelopment with a multi-family project that offers access to Palm Tran bus stops within walking distance which is consistent with the intent of the TOD-E zoning district. The property is adjacent to a motel to the north, an auto-sales establishment to the south across South Dixie Highway, to motel, office, store uses to the east across South Dixie Highway, to single-family residential uses to the west across the alleyway.

The LDRs also require all rezoning requests with a concurrent Future Land Use Map (FLUM) Amendment be analyzed for consistency with the review criteria in Section 23.2-36(4). Staff’s full analysis of the review criteria is provided below. The analysis demonstrates that the proposed rezoning complies with the review criteria and that the required findings can be made in support of the rezoning.

Section 23.2-36(4): Review Criteria for the Rezoning of Land

The Department of Community Sustainability is tasked in the Code to review rezoning applications for consistency with the findings for granting rezoning applications in LDR Section 23.2-36 and to provide a recommendation for whether the application should be approved, approved with conditions, or denied.

At the hearing on the application, the Planning and Zoning Board or Historic Resources Preservation Board shall consider the rezoning/FLUM amendment application and request, the staff report including recommendations of staff, and shall receive testimony and information from the petitioner, the owner, city staff, and public comment. At the conclusion of the hearing, the Board shall make a recommendation on the rezoning/FLUM amendment request to the City Commission.

The land development regulations require all rezoning requests with a concurrent FLUM Amendment be analyzed for consistency with **Section 23.2-36(4)**. Staff has reviewed the rezoning against this section and has determined that the rezoning complies with the following review criteria:

a. Consistency: Whether the proposed rezoning amendment would be consistent with the purpose and intent of the applicable comprehensive plan policies, redevelopment plans, and land development regulations. Approvals of a request to rezone to a planned zoning district may include limitations or requirements imposed on the master plan in order to maintain such consistency.

Analysis: If the FLUM amendment and the rezoning are approved, the new TOD-E zoning district would be consistent with the purpose and intent of the TOD FLU designation. The rezoning request furthers the implementation of the City’s Comprehensive Plan with the proposed adoption of a zoning district that is consistent with the Transit Oriented Development future land use (FLU) designation on the subject site. Additionally, the proposed age-restricted multi-family development is consistent with both the TOD FLU designation and TOD-E zoning district. **Meets Criterion.**

b. Land use pattern. Whether the proposed FLUM amendment would be contrary to the established land use pattern, or would create an isolated land use classification unrelated to adjacent and nearby classifications, or would constitute a grant of special privilege to an individual property owner as contrasted with the protection of the public welfare. This factor is not intended to exclude FLUM amendments that would result in more desirable and sustainable growth for the community.

Analysis: The rezoning request will not be contrary or incompatible to the established land pattern, nor will it create an isolated zoning district unrelated to the adjacent and nearby classifications or constitute a grant of special privilege to the petitioner as contrasted with the protection of the public welfare. The proposed Transit Oriented Development - East zoning district is consistent with the proposed multi-family use of the property. Below is a table outlining the existing zoning and future land use designations of adjacent properties. **Meets Criterion.**

Subject Property FLU	Adjacent Direction	Adjacent Future Land Use Designations	Adjacent Zoning Districts	Existing Use
Existing: Mixed Use - East	North	Mixed Use - East	Mixed Use – Dixie Highway	Motel
	South Across 9 th Ave S	Mixed Use - East	Mixed Use – Dixie Highway	Auto Sales
Proposed: Transit Oriented Development	East Across S Dixie Hwy	Mixed Use - East	Mixed Use – Dixie Highway	Motel, office, and store
	West Across alleyway	Transit Oriented Development	Transit Oriented Development - East	Vacant and single-family residential

c. Sustainability: Whether the proposed rezoning would support the integration of a mix of land uses consistent with smart growth or sustainability initiatives, with an emphasis on 1) complementary land uses; 2) access to alternative modes of transportation; and 3) interconnectivity within the project and between adjacent properties.

Analysis: The rezoning request supports the integration of a mix of land uses consistent with smart growth and sustainability initiatives with an emphasis on complementary land uses. Approval of the rezoning request would facilitate the property's redevelopment into a multi-family site with access to transit stops. Further, the proposed rezoning would allow the City to benefit from increased efficiency and the proximity of residential uses to commercial properties. The uses immediately surrounding the properties are commercial and residential. Multi-family uses are considered complementary in function and nature to these uses. **Meets Criterion.**

d. Availability of public services/infrastructure: Requests for rezoning to planned zoning districts shall be subject to review pursuant to section 23.5-2.

Analysis: As outlined in the Level of Service (LOS) Analysis provided in this report, community facilities and services are available in the area to sustain the future demands and long-range LOS can be met with current and planned system capacities. **Meets Criterion.**

e. Compatibility: The application shall consider the following compatibility factors:

1. Whether the proposed FLUM amendment would be compatible with the current and future use of adjacent and nearby properties, or would negatively affect the property values of adjacent and nearby properties.

Analysis: The proposed Transit Oriented Development (TOD) FLU for the subject property is compatible with the Mixed Use – East (MU-E) and Transit Oriented Development (TOD) FLU designations of surrounding properties and will not affect the property values of the neighborhoods. Rezoning of the subject site and the land use change will be consistent with the proposed multi-family redevelopment of the site that is complimentary to the area and surrounding uses. **Meets Criterion.**

f. Direct community sustainability and economic development benefits: For rezoning involving rezoning to a planned zoning district, the review shall consider the economic benefits of the proposed amendment, specifically, whether the proposal would:

1. Further implementation of the city's economic development (CED) program;
2. Contribute to the enhancement and diversification of the city's tax base;
3. Respond to the current market demand or community needs or provide services or retail choices not locally available;
4. Create new employment opportunities for the residents, with pay at or above the county average hourly wage;
5. Represent innovative methods/technologies, especially those promoting sustainability;
6. Support more efficient and sustainable use of land resources in furtherance of overall community health, safety and general welfare;
7. Be complementary to existing uses, thus fostering synergy effects; and
8. Alleviate blight/economic obsolescence of the subject area.

Analysis: The project known as "Madison Terrace" will have several economic benefits for the community. Approval of the FLUM and rezoning requests would allow for the redevelopment of the site as compact residential development with access to Palm Tran stations. The proposed residential planned development will also result in the construction of age-restricted affordable housing for senior-aged residents. Therefore, housing options in Lake Worth Beach will be further diversified. **Meets Criterion.**

g. Economic development impact determination for conventional zoning districts: For rezoning to a conventional zoning district, the review shall consider whether the proposal would further the economic development program, and also determine whether the proposal would:

- A. Represent a potential decrease in the possible intensity of development, given the uses permitted in the proposed land use category; and
- B. Represent a potential decrease in the number of uses with high probable economic development benefits.

Analysis: The proposed rezoning to the TOD-E zoning district will not result in a decrease in development intensity of a public amenity for the neighborhood. The TOD-E zoning district offers an increase in density from the MU-DH zoning and will facilitate the City's goal of providing a variety of housing options. **Meets Criterion.**

h. Commercial and industrial land supply. The review shall consider whether the proposed FLUM amendment would reduce the amount of land available for commercial/industrial development. If such determination is made, the approval can be recommended under the following conditions:

1. The size, shape, and/or location of the property makes it unsuitable for commercial/industrial development; or
2. The proposed FLUM amendment provides substantiated evidence of satisfying at least four (4) of the direct economic development benefits listed in subparagraph "f" above; and
3. The proposed FLUM amendment would result in comparable or higher employment numbers, building size and valuation than the potential of existing land use designation.

Analysis: If approved, the proposed rezoning will not result in a reduction of land available for commercial development although a multi-family residential project is proposed. The proposed multi-family development will lead to job creation and economic benefits. Therefore, the change from MU-DH to TOD-E zoning district would maintain the opportunity for commercial development. **Meets Criterion.**

i. Alternative sites. Whether there are sites available elsewhere in the city in zoning districts which already allow the desired use.

Analysis: The purpose of the rezoning request is to enable sustainable compact development near transit stops. As such the proposed TOD-E rezoning is appropriate for the subject property. **Meets Criterion.**

j. A Master plan and site plan compliance with land development regulations. When master plan and site plan review are required pursuant to section 2.D.1.e. above, both shall comply with the requirements of the respective zoning district regulations of article III and the site development standards of section 23.2-32.

Analysis: The zoning analysis for the residential planned development was provided in a separate report. 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. **Meets Criterion.**

The analysis has shown that the required findings can be made in support of the rezoning. Therefore, the proposed rezoning is consistent with the review criteria for rezoning as outlined in LDR Section 23.2-36.

CONCLUSION

The proposed FLUM amendment request is consistent with the purpose, intent, and requirements of the Comprehensive Plan. The proposed rezoning is also consistent with the purpose, intent, and requirements of the Comprehensive Plan and LDRs. Therefore, staff recommends that the Board recommend approval to the City Commission of both the FLUM

amendment and the Zoning Map amendment based on the data and analysis in this report and the findings summarized below:

- The amendments are consistent with the City's goals to encourage the location and development of compact sustainable residential units near transit stops.
- The amendments are consistent with the Strategic Plan's goals of diversifying housing options and the expansion of jobs.
- The amendments are supported by and are consistent with the Comprehensive Plan and City Strategic Plan as described in the respective Comprehensive Plan and Strategic Plan Analysis sections of this report; and
- The FLUM amendment is supported by data and analysis prepared in accordance with the requirement of F.S. 163.3177 that provides relevant and appropriate data based the City's community goals and vision and consistency with level of service requirements.
- The Zoning Map amendment is consistent with the proposed FLUM amendment.

BOARD POTENTIAL MOTION:

I MOVE TO RECOMMEND APPROVAL OF PZB PROJECT NUMBER PZB 23-01000001 (Ordinance Numbers 2023-17 and 2023-18) of the proposed amendments to the Future Land Use Map and the Zoning Map based on the data and analysis in the staff report and the testimony at the public hearing.

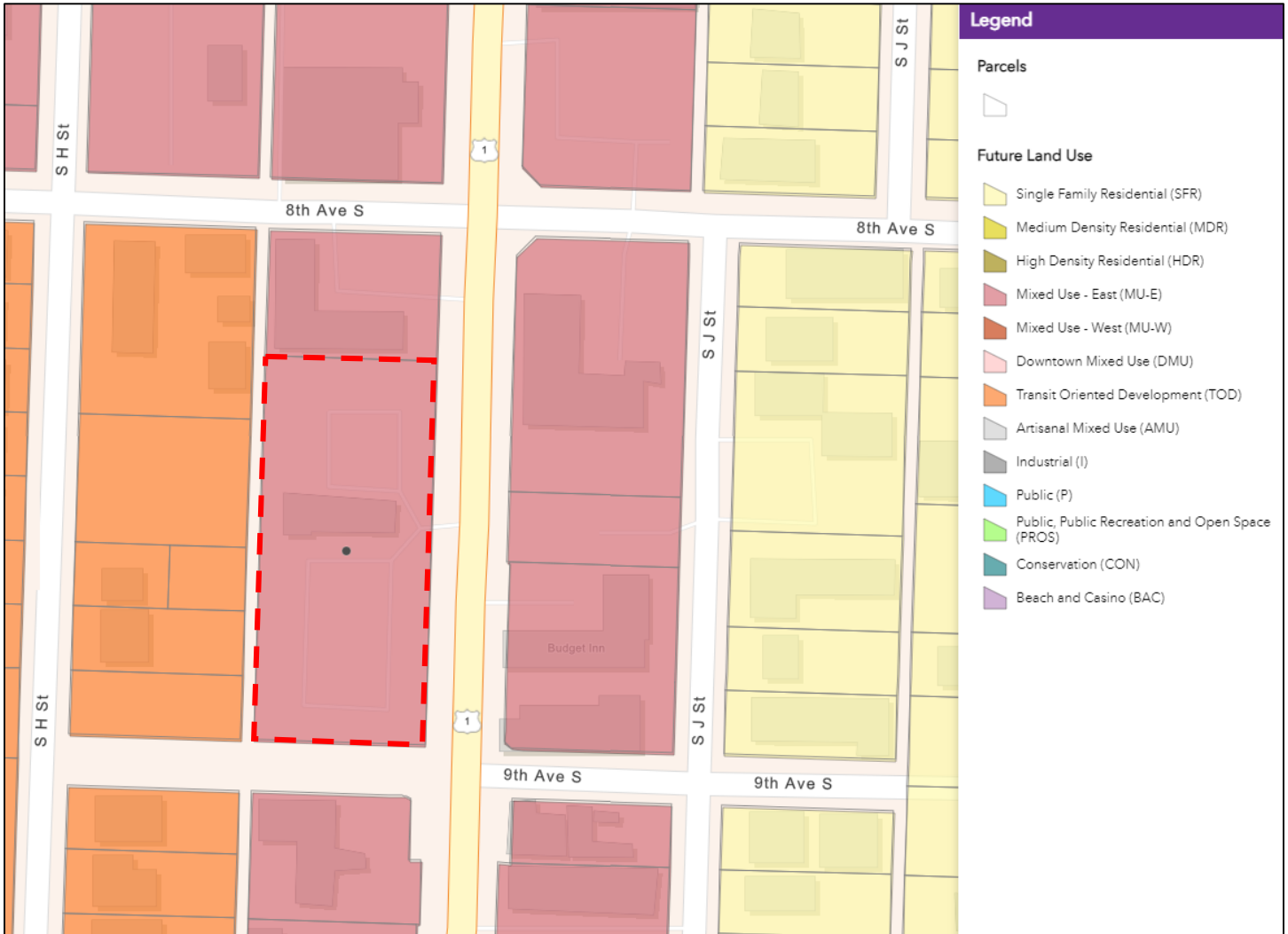
I MOVE TO NOT RECOMMEND APPROVAL OF PZB PROJECT NUMBER PZB 23-01000001 (Ordinance Numbers 2023-17 and 2023-18) of the proposed amendments to the Future Land Use Map and Zoning Map as the proposal is not consistent with the City's Comprehensive Plan and Strategic Plan for the following reasons [Board member please state reasons.]

Consequent Action: The Planning and Zoning Board will be making a recommendation to the City Commission on the FLUM and Zoning Map amendment requests.

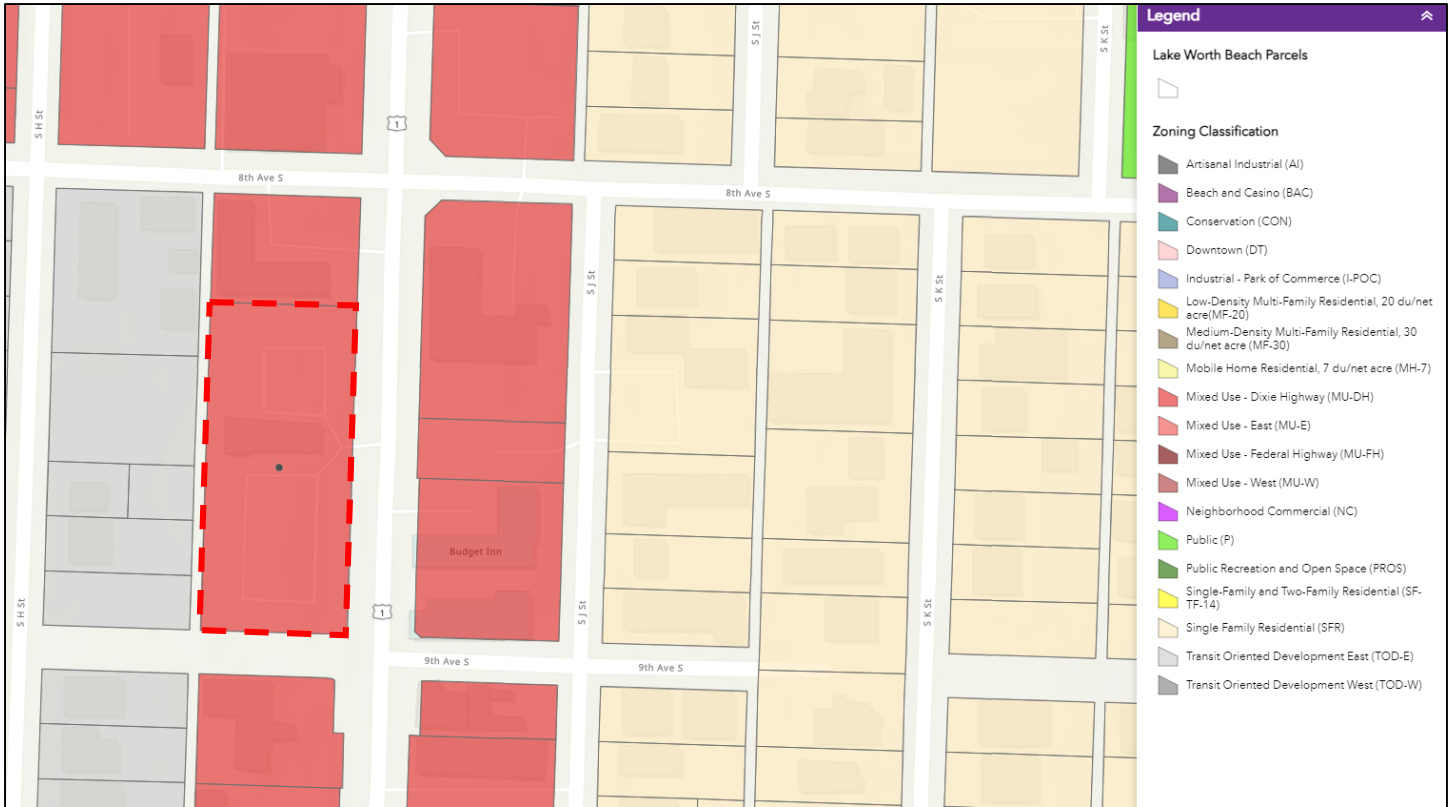
ATTACHMENTS

- A. Current FLU Map of property located at 821 South Dixie Highway
- B. Current Zoning Map of property located at 821 South Dixie Highway

ATTACHMENT A Current FLU Map of Subject Property



ATTACHMENT B CURRENT ZONING MAP



STAFF REPORT REGULAR MEETING

AGENDA DATE: September 19, 2023

DEPARTMENT: Community Sustainability

TITLE:

Ordinance 2023-16 - Second Reading - Consideration of a Mixed Use Urban Planned Development (Residential Only), Development of Significant Impact, Major Site Plan, Conditional Use, Right-Of-Way Abandonment, Sustainable Bonus Incentive Program, Affordable/Workforce Housing Program, and Transfer of Development Rights for the project commonly referred to as "Madison Terrace"

SUMMARY:

The applicant, Madison Terrace, LLC, is requesting approval of the following for the project commonly referred to as "Madison Terrace":

- Mixed Use Urban Planned Development (Residential Only) to construct two (2), six (6)-story buildings with 176 dwelling units total.
- Development of Significant Impact to construct a residential development with more than 100 dwelling units.
- Major Site Plan to construct a residential development with more than 7,500 square feet.
- Conditional Use to establish a multi-family residential use greater than 7,500 square feet.
- Right-Of-Way Abandonment to vacate the 20-foot wide north half of 9th Avenue South and the abutting north-south alleyway bisecting the project location.
- Sustainable Bonus Program Incentive Program for additional density, intensity and height.
- Affordable/Workforce Housing Program for additional density, reduction in the gross area of dwelling units, and reduction of the required parking.
- Transfer of Development Rights for additional density and height.

According to the applicant's justification statement, the project will be financed with low-income housing tax credits provided by the federal government. The project will be required to remain affordable housing for a period of at least 50 years. The rental rates are based on 80% of the Area Median Income (AMI). At least 10% of the units have "Extremely Low Income" ELI rental rates based on a maximum of 30% of the AMI. The average rental rate for all apartment units cannot exceed 60% of AMI.

The site is configured with two (2), six (6)-story buildings with pedestrian entrances fronting South Dixie Highway. Parking is proposed on surface parking lots and on the ground floor of both buildings with vehicular ingress and egress from South H Street. The proposed building design is contemporary with art deco inspired detailing. The exterior finishes include corrugated metal panels, smooth and scored stucco, vertically-oriented windows, and art deco decorative parapet elements. Both buildings feature a flat roof and identical building designs. Overall, the building design is contemporary while honoring the art deco design which is one of Lake Worth Beach's prevailing architectural styles.

BACKGROUND AND JUSTIFICATION:

On June 28, 2023, the applicant held a meeting with neighborhood residents at 1121 Lucerne Avenue. Notices were mailed to all property owners within 400 ft of the project on June 9, 2023, and signs were placed on the property on June 9, 2023. There were twelve (12) attendees at the meeting. Residents asked questions about the project's security features, site design, parking, the sustainable features of the

project, and general questions about the units and how the property will be managed. The applicant also created a project webpage: <http://www.madisonterraceseniors.com/>

The **Planning and Zoning Board (PZB)** unanimously recommended approval to the City Commission of the proposed project at their August 2, 2023 meeting. The PZB also recommended to modify the conditions of approval to clarify the required improvements to the Phase II area of the project, if the construction of Phase I is completed prior to the issuance of a building permit for Phase II.

The **City Commission** unanimously approved the proposed project at their August 15, 2023 meeting on first reading. Included in the motion was the direction to modify the conditions of approval related to the Transfer of Development Rights (TDR) and the Sustainable Bonus Incentive Program (SBIP) fee payments to allow for the TDR fees (\$151,947.90) to be waived, and to allow the applicant to request the reduction or waiving of the SBIP fees (\$460,727.57) at a later date based on the financial feasibility of the project. With regard to timing of the SBIP fee reduction request, staff is recommending that the SBIP fees be paid prior to the issuance of a building permit for vertical construction of each phase.

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

MOTION:

Move to approve/disapprove Ordinance No. 2023-16 on second reading / adoption.

ATTACHMENT(S):

PZB Staff Report
Supporting Documents

ORDINANCE NO. 2023-16 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 THE NW CORNER OF SOUTH DIXIE HIGHWAY AND 9TH AVENUE SOUTH TO CONSTRUCT TWO, SIX-STORY MULTI-FAMILY BUILDINGS, CONTAINING A TOTAL OF 176 DWELLING UNITS AS MORE PARTICULARLY DESCRIBED IN EXHIBIT A, LOCATED WITHIN THE TRANSIT ORIENTED DEVELOPMENT – EAST (TOD-E) 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 DEVELOPMENT OF SIGNIFICANT IMPACT; APPROVING A CONDITIONAL USE PERMIT; APPROVING A HEIGHT, DENSITY, AND INTENSITY BONUS INCENTIVE THROUGH THE CITY’S SUSTAINABLE BONUS INCENTIVE PROGRAM, TRANSFER OF DEVELOPMENT RIGHTS PROGRAM, AND AFFORDABLE/WORKFORCE HOUSING PROGRAM; APPROVING A MAJOR SITE PLAN FOR THE DEVELOPMENT OF A RESIDENTIAL PLANNED DEVELOPMENT; APPROVING A RIGHT-OF-WAY ABANDONMENT; PROVIDING 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, Madison Terrace, LLC, (the applicant) has petitioned the City of Lake Worth Beach (the City) on behalf of the property owner Buyer’s Choice Auto Sales, LLC, for creation of a Residential Planned Development District to allow for the construction of two, six-story multi-family buildings, containing 176 dwelling units (on a site located at the NW corner of South Dixie Highway and 9th Avenue South (PCNs 38-43-44-21-15-253-0110; 38-43-44-21-15-253-0040; 38-43-44-21-15-253-0032; 38-43-44-21-15-253-0020; and 38-43-44-21-15-253-0010) as further described in Exhibit A (the Property) within the TOD-E Zoning District and the TOD Future Land Use designation, which, if approved, shall constitute an amendment to the City’s official zoning map; and

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WHEREAS, the applicant requests use of the City's Sustainable Bonus Incentive Program, Transfer of Development Rights, and Affordable/Workforce Housing Program to allow for additional height, density and intensity 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 "Madison Terrace" and containing 176 residential units to be constructed on this site;

WHEREAS, on August 2, 2023, the Lake Worth Beach Planning and Zoning Board (PZB) considered the subject application for a Residential Planned Development, Development of Significant Impact, Major Site Plan, Conditional Use Permit, Right-Of-Way Abandonment, Sustainable Bonus Incentive Program, Affordable/Workforce Housing Program, and Transfer of Development Rights 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 August 15, 2023, the City Commission voted to approve on first reading the subject application for a Residential Planned Development, Development of Significant Impact, Major Site Plan, Conditional Use Permit, Right-Of-Way Abandonment, Sustainable Bonus Incentive Program, Affordable/Workforce Housing Program, and Transfer of Development Rights 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 a Residential Planned Development, Development of Significant Impact, Major Site Plan, Conditional Use Permit, Right-Of-Way Abandonment, Sustainable Bonus Incentive Program, Affordable/Workforce Housing Program, and Transfer of Development Rights 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 TOD-E 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) Transfer of Development Rights; (f) Affordable/Workforce Housing Program; (g) Right-Of-Way Abandonment (h) district development standards (**Exhibit B**); (i) conditions of approval (**Exhibit C**); (j) required plans including the site plan, landscape plan, and civil & drainage plans; (k) 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

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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 contingent on the final passage of Ordinances 2023-17 and 2023-18.

The passage of this ordinance on first reading was moved by Vice Mayor McVoy, seconded by Commissioner Stokes 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	AYE
Commissioner Reinaldo Diaz	AYE

The Mayor thereupon declared this ordinance duly passed on first reading on the 15th day of August, 2023.

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 _____, 2023.

LAKE WORTH BEACH CITY COMMISSION

By: _____
Betty Resch, Mayor

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ATTEST:

Melissa Ann Coyne, City Clerk

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Exhibit A

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

Address: 821 South Dixie Highway, 818 South H Street, 824 South H Street, 826 South H Street, and 832 South H Street

PCNs: 38-43-44-21-15-253-0110; 38-43-44-21-15-253-0040; 38-43-44-21-15-253-0032; 38-43-44-21-15-253-0020; and 38-43-44-21-15-253-0010


Size: 1.8134 acres

General Location: North of 9th Avenue South, with frontage on South Dixie Highway to the east and South H Street to the west

Legal Description: See boundary survey in the Master Development Plan supporting documentation



Map Legend

Vacated Rights of Way 

Outline of Property Included in Project 

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Exhibit B

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

Development Standard		Base Zoning District Transit Oriented Development - East (TOD-E)	Residential Planned Development in TOD-E w/ SBIP, A/WHP, and TDR	Provided
Lot Size (min) In square feet (sf)		13,000 sf	0.5 ac	1.8134 ac
Lot Width (min)		100'	100'	320' (including half of abandoned 9 th Ave S)
Setbacks	Front (min build-to line)	10'	10' Front façade for third story and above must have front setback of eight (8) to twelve (12) feet in addition to minimum.	18' South Dixie Highway 143* South H Street
	Rear (min)	N/A	N/A	N/A
	Street Side (min)	N/A	N/A	N/A
	Interior Side (min)	0'	0'	9'-0" North 10'-0" South

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Impermeable Surface Coverage (maximum)		65%	65%	65.78% (51,868 sf)**
Structure Coverage (max)		50%	50%	30.72% (24,220 sf)
Density (max)		40 du/acre (72 units)	97.75 du/acre (177 units) Section 23.3-25.b) and FLUE Table 1 & Policy 1.1.1.1	97.05 du/acre (176 units) Section 23.3-25.b) and FLUE Table 1 & Policy 1.1.1.1
Building Height (max)		30' (max. 2 stories)	71.25' (6 stories)	66'-4" (6 stories)
Maximum Wall Height at Side Setback		30'	71.25'	61'=4"
Floor Area Ratio (FAR) (max)		1.1	3.6437 Read Section 23.3-25.b) and FLUE Table 1 & Policy 1.1.1.1	1.7 (134,268 sf)
Living Area (minimum)	Studio	400 sf	400 sf	430 sf
	One-bedroom units	600 sf	600 sf	576 sf
Parking		8 Studios 168 1-Bedroom Total: 262 spaces	8 Studios 168 1-Bedroom Total: 197 spaces	123 Spaces

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Workforce/Affordable Housing	100% of Units
Is site in floodplain (Flood Zone / BFE), or in Wellfield Zone? Yes/No	Wellfield Zone 4

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-Exhibit C

**DEPARTMENT FOR COMMUNITY SUSTAINABILITY
PLANNING, ZONING AND HISTORIC PRESERVATION DIVISION
CONDITIONS OF APPROVAL**

Planning & Zoning

Incentive Programs Conditions of Approval

1. Fifty percent of the sustainable bonus incentive program (SBIP) fee shall be paid to the City prior to the issuance of the building permit by phase. Alternatively, the City Commission may approve to waive or reduce the SBIP fee at later date related to the financial feasibility of developing the income restricted affordable project for each phase or as a whole.
2. The applicant shall provide qualifying sustainable bonus features equal to fifty percent of the sustainable bonus fee, or shall be required to pay the remaining portion of the fifty percent of the incentive value prior to the issuance of a certificate of occupancy for each phase.
3. The transfer of development rights fee is waived due to the provision of 100% affordable housing.
4. Increase parking spaces on the project site to no fewer than a total of 197 parking spaces. This may be achieved with parking alternates such as bicycle racks as outlined in LDR Section 23.4-10. Alternatively, the City Commission may approve to waive this condition and allow a total of 123 parking spaces, as requested.
5. All units (100%) shall be restricted for affordable/workforce housing in accordance with the City's Affordable/Workforce Housing Program (or an alternative program that is as restrictive or more) prior to the issuance of a Certificate of Occupancy for the building.
6. The development order expiration period shall be increased from three years to four years as specified in LDR Section 23.2-37.

Project Phasing Conditions of Approval

7. Phase one (1) improvements shall include all of the fencing and landscaping fronting South H Street. Additionally, fencing along side property lines may also be required during building permit review.
8. The temporary driveway for phase one (1) shall be constructed of compacted shellrock or another material approvable by the Palm Beach County Fire Rescue Department. Should Phase two (2) not begin construction within one (1) year of the certificate of occupancy being issued for Phase one (1), interim landscaping and permanent driveway shall be required. These improvements shall be requested through a minor site plan to be reviewed by staff, and the work shall be completed within one (1) year of the certificate of occupancy being issued for phase one (1).
9. If construction of Phase I is completed prior to the issuance of a building permit for Phase II, then all construction fencing and debris shall be removed from the Phase II area, and the Phase II area shall at minimum be sodded, and perimeter landscape screening shall be installed along the side property lines. The vacant lot (Phase II) shall be maintained in accordance with City requirements for property maintenance.
10. The final plat including the required easements shall be approved prior to the issuance of a Certificate of Occupancy.

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Site Conditions of Approval

11. The building facades fronting South H Street shall include murals to create visual interest. This public art shall be reviewed by both the Planning and Zoning Board and the CRA's LULA program prior to installation. The murals shall be approved and installed prior to the certificate of occupancy being issued for each phase.
12. Prior to the issuance of any building permits, a minor site plan shall be required to address the following:
 - a. Decrease the total impervious surface total to not exceed 65%. This can be achieved by increasing pervious areas and/or prosing additional semi-pervious surfaces.
 - b. Provide an updated tree survey that correctly identifies all existing trees including the diameter at breast height.
 - c. Provide a tree disposition plan.
 - d. Provide an updated landscape plan that provides the required six-inch replacement trees and the required five-foot buffer adjacent to the existing single-family residence including the required trees.
 - e. Submit an updated photometric plan demonstrating that the exterior lighting complies with 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 Specifically, the lighting fixtures shall be reviewed at building permit for consistency with the dark sky guidelines and the architecture of the buildings.
 - f. A designated delivery and/or ride share space shall be provided.
 - g. The dumpster enclosure material shall be reviewed for architectural consistency and for compliance with all applicable City requirements at building permit.
 - h. Wheel stops shall be provided when the parking spaces would encroach on landscape areas, walkways, accessible routes, and other rows of parking.
 - i. Update site data table errors.
13. Temporary fencing: Per LDR Section 23.4-4(j), 1. Screening details shall be submitted with the temporary construction fence permit application. Wind screening shall be substantial enough to avoid rips or tears due to wind or sun, and shall have no less than eighty-five (85) percent opacity. Screening shall be maintained in good condition at all times. Screening graphics shall be approved with a permit pursuant to the provisions of LDR Section 23.5-1; 2. Temporary construction fencing must be associated with an active building permit unless approved by the development review official in lieu of a permit. The development review official may require the removal of a temporary fence in absence of an active permit or for safety issues; and 3. Acceptable materials include screened chain link and any other permitted materials identified in LDR Section 23.4-4(c).
14. Prior to the issuance of a certificate of occupancy, documentation shall be submitted to the Department of Community Sustainability that the project qualifies at a minimum as a National Green Building Standard (NGSB) silver certification or equivalent certification to fulfill the City's project performance standards listed in LDR Section 23.2-31.

DRAFT**General Conditions of Approval**

15. A restrictive covenant shall be recorded for the age-restricted units prior to the issuance of a Certificate of Occupancy for the buildings, or the developer shall pay to the PBC school district any required school concurrency fees.
16. At building permit, documentation shall be submitted to demonstrate that the material utilized for the semi-pervious parking areas has a percolation rate of at least fifty (50) percent relative to the ground percolation rate.
17. Any code cases associated with the subject properties shall be resolved and any fines shall be paid prior to the issuance of building permits.
18. An address application shall be required to be submitted prior to application for building permit.
19. A video security system shall be required for the property.

Utilities (Water, Sewer & Stormwater)

1. A Utility Easement will need to be established for the abandoned alleyway. Utility easements are a minimum of 15 feet wide and should be centered over the existing water or sewer infrastructure to provide a minimum of 7 feet east of the Sanitary Sewer. (plat required)
2. Drainage calculations for sizing of the exfiltration trench and hydraulic conductivity number must be provided with building permit application.
3. Eastern gates cannot swing outward into the public right-of-way and must either swing inward or slide.
4. Please be advised that since there is currently no existing driveway access to the site from S Dixie Hwy, the applicant would need to apply for an FDOT driveway permit to establish a construction entrance on that roadway.
5. The following shall be addressed and plans shall be updated accordingly prior to the issuance of a building permit:
 - a. Location of the property line, right-of-way, proposed/existing easements, water courses and other essential features.
 - b. Provide a sedimentation and erosion control plan, including but not limited to: silt fence, inlet protection, filter socks, and truck wash driveways. Provide the public works details in the plan submittal.
 - c. NPDES compliance practices shall be provided for the project site.
 - d. Location of existing and proposed fire hydrants (or operational equivalents) within 250 feet of the proposed structure or structures.
 - e. Locate all underground piping
 - f. Site and Location of the conceptual sanitary sewer connections and air conditioning units. If there are appurtenances such as grease traps, these must be sized and shown in the site plan.
 - g. Water and sewer horizontal offset distances must be provided per the FDEP requirements.
 - h. 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.
 - i. Utility easements are a minimum of 15 feet wide. Combined Water and Sewer easement size will be determined by the department but not less than 23 feet wide.

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- j. Show asphalt restoration limits required for the utility work. Reference City standard details for trench repair.
- k. Signed and sealed Drainage Calculations including statement regarding floodplain management provisions for water quality and quantity shall be provided to the City.
- l. Provide geotechnical information for the determination of the hydraulic conductivity of the soil, and groundwater elevation.
- m. Drainage Plan, prepared by a Registered Professional Engineer. The policy of the City is a property must retain the 3-year 1-hour storm event on site based on the runoff of the entire site area. This is equivalent to 2.6 inches of precipitation. Engineer shall provide calculations validating the retention and calculate the pre/post runoff rates to ensure there are no adverse effects to surrounding properties. The 100-year flood elevation shall be calculated and proposed structures finished floor shall be above the 100-year flood and/or 12-inches above the average crown of the adjacent roadway/s whichever is greater.
 - i. IF APPLICABLE: At time of engineering submittal provide a full drawing set the proposed drainage, Calculations, and any permits or permitting information from SFWMD and LWDD.
- n. Provide a cross section of the grading at each property line.
- o. Indicate vertical datum on all plan drawings with grades.
- p. Provide all applicable City of Lake Worth Beach details.
- q. Show water & sewer services, drainage structures, and storm mains on landscape plan. Confirm minimum spacing between landscape and services per Public Services Detail 23, Typical Tree with Root Barrier.
- r. Applicant to provide concurrence from FDOT on Access Management
- s. Provide final concurrence from Palm Beach County Traffic Engineering Division based on the traffic statement/analysis.
- t. Prior to building permit issuance, capacity fees for water and sewer must be paid in full in accordance with the current City Ordinance.
- u. Prior to Certificate of Occupancy, a Bill of Sale for the public utilities and easements must be dedicated for recording.

Public Works

1. SWPPP plan needs to be amended to include inlet protection for three locations. A copy of the original SWPPP is attached indicating locations. Specification for inlet protection need to be included in SWPPP.
2. The existing entrance to the property via Dixie Highway will need to be removed and new sidewalk installed to FDOT specifications. Plans will need to reflect this change and an FDOT ROW permit secured before issuance of a City permit. The location has been indicated on the attached survey.
3. 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.
4. No Certificate of Occupancy shall be granted until all conditions of approval have been satisfied under jurisdiction of the Department of Public Works.

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5. Prior to the issuance of a building permit, contact the Lake Worth Drainage (LWDD) District's Engineering Department and obtain any required permit(s), if necessary, and furnish to the City. Prior to the issuance of a building permit, contact the South Florida Water Management District's (SFWMD) Engineering Department and obtain any required permit(s), if necessary.
6. Prior to the issuance of a certificate of occupancy, 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. A pre-construction video of the entire perimeter shall be performed and submitted to the City.
7. Prior to the issuance of a building permit, submit an Erosion Control plan and indicate the BMP's and NPDES compliance practices.
8. Prior to the issuance of a Certificate of Occupancy, fine grade and sod all disturbed areas with bahia sod.
9. Prior to the issuance of a Certificate of Occupancy, broom sweep all areas of the affected right of way and remove of all silt and debris collected as a result of construction activity.
10. Prior to performing work in the right of way, apply for and receive issuance of a "Right of Way/Utility Permit" application.
11. Prior to the issuance of a Certificate of Occupancy, 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.

Electric Utility

1. Before or at the time of application for a Building Permit, provide the load calculation, voltage requirements and riser diagram. If a pad mount transformer will be requested, the location of the pad-mount transformers for the building shall be depicted on all plans, including the plans submitted for the required minor site plan. 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.
2. Before the issuance of a Building permit, if pad-mount transformer will be requested, provide to the City 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.
3. Before the issuance of a Certificate of Occupancy, the utility easement must be recorded.
4. Show the location of the meter center on the site plan.
5. Developer will be responsible for installing their own lightning for the parking areas.
6. Developer will be responsible for the cost of Lake Worth Beach's materials and labor for this project.
7. Before the issuance of a Certificate of Occupancy (CO) a final electrical inspection must be done.

PLANNING AND ZONING BOARD REPORT

PZB Project Number 23-01000001 (Ordinance 2023-16): A request for a Mixed Use Urban Planned Development (Residential Only), Development of Significant Impact, Major Site Plan, Conditional Use, Right-Of-Way Abandonment, Sustainable Bonus Incentive Program, Affordable/Workforce Housing Program, and Transfer of Development Rights for the project commonly referred to as “Madison Terrace,” to construct two (2) mid-rise residential structures that are 6-stories in height with a total of 176 dwelling units.
Note: The data and analysis for the associated FLUM and rezoning of 821 South Dixie Highway is under a separate cover.

PZB Meeting Date: August 2, 2023*

Property Owner: Buyer’s Choice Auto Sales, LLC

Applicant: Madison Terrace, LLC

Address: 821 South Dixie Highway, 818 South H Street, 824 South H Street, 826 South H Street, and 832 South H Street

PCNs: 38-43-44-21-15-253-0110; 38-43-44-21-15-253-0040; 38-43-44-21-15-253-0032; 38-43-44-21-15-253-0020; and 38-43-44-21-15-253-0010

Size: 1.8134 acres (1.6186 acres of private property and 0.1274 of abandoned right-of-way)

General Location: North of 9th Avenue South, with frontage on South Dixie Highway to the east and South H Street to the west

Existing Land Use: Auto sales and single-family residential

Current Future Land Use Designation: Transit Oriented Development (TOD) & Mixed Use – East (MU-E)

Zoning District: Transit Oriented Development East (TOD-E) & Mixed Use – Dixie Highway (MU-DH)

* Staff Report revised on July 31, 2023

Location Map



Map Legend

Vacated Rights of Way

Outline of Property

Included in Project

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 Residential Planned Development, Development of Significant Impact, Major Site Plan, Conditional Use, Right-Of-Way Abandonment, Sustainable Bonus Incentive Program, Affordable/Workforce Housing Program, and Transfer of Development Rights requests are 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 pages 11 to 15 of this report. However, staff is seeking guidance from the City Commission with regard to the parking reduction request by the applicant.

PROJECT DESCRIPTION

The applicant, Madison Terrace, LLC, is requesting approval of the following for the project commonly referred to as "Madison Terrace":

- **Mixed Use Urban Planned Development (Residential Only)** to construct two (2), six (6)-story buildings with 176 dwelling units total.
- **Development of Significant Impact** to construct a residential development with more than 100 dwelling units.
- **Major Site Plan** to construct a residential development with more than 7,500 square feet.
- **Conditional Use** to establish a multi-family residential use greater than 7,500 square feet.
- **Right-Of-Way Abandonment** to vacate the 20-foot wide north half of 9th Avenue South and the abutting north-south alleyway bisecting the project location.
- **Sustainable Bonus Program Incentive Program** for additional density, intensity and height.
- **Affordable/Workforce Housing Program** for additional density, reduction in the gross area of dwelling units, and reduction of the required parking.
- **Transfer of Development Rights** for additional density and height.

The applicant is proposing a multi-family development on a 1.8134-acre site with the purpose of providing affordable age-restricted apartments for senior-aged residents. The site is configured with two (2), six (6)-story buildings with pedestrian entrances fronting South Dixie Highway. Parking is proposed on surface parking lots and on the ground floor of both buildings with vehicular ingress and egress from South H Street.

The proposed building design is contemporary with art deco inspired detailing. The exterior finishes include corrugated metal panels, smooth and scored stucco, vertically-oriented windows, and art deco decorative parapet elements. Both buildings feature a flat roof and identical building designs. Overall, the building design is contemporary while honoring the art deco design which is one of Lake Worth Beach's prevailing architectural styles.

COMMUNITY OUTREACH

Staff has not received any letters of support or opposition for this application. Per LDR Section 23.2-20, Public Neighborhood Meeting, *a public neighborhood meeting shall be required for all Planned Developments, Developments of Significant Impact, and Lake Worth Beach Community Redevelopment Agency sponsored new construction projects along the City's major thoroughfares as well as those utilizing the City's Sustainable Bonus Incentive Program, Transfer of Development Rights Program and/or Economic Investment Incentives.*

On June 28, 2023, the applicant held a meeting with neighborhood residents at 1121 Lucerne Avenue. Notices were mailed to all property owners within 400 ft of the project on June 9, 2023, and signs were placed on the property on June 9, 2023. There were twelve (12) attendees at the meeting. Residents asked questions about the project's security features, site design, parking, the sustainable features of the project, and general questions about the units and how the property will be managed. The applicant also created a project webpage: <http://www.madisonterraceseniors.com/>

BACKGROUND

The project area includes five (5) properties: 821 South Dixie Highway, 818 South H Street, 824 South H Street, 826 South H Street, and 832 South H Street. Below is a summary of the property based on Palm Beach Property Appraiser's records and City records:

821 South Dixie Highway: The subject site is a 40,500 square foot commercial lot. The existing ±780 square foot building was constructed in 1946 and the existing ±600 square foot building was constructed in 1947. The existing use of the lot and structures is classified as Vehicle/Motorcycle/Moped/Motorscooter/Golfcart/Boat rentals and sales. The use is non-conforming as the property does not meet the minimum site area (2.50 acres) required for this use. However, as the subject property has had an active business tax receipt (BTR) for an Auto Dealer Over 20 Vehicles since 2002 and has been in continuous use based on the business license history, the non-conforming use may continue subject to the provisions in Section 23.5-3 Nonconformities. This property has an active code case (22-594). The violations are associated with the existing business "Happy Car Sales". Staff has added conditions of approval to require resolution of the code case and payment of any associated fees prior to submitting building permits for the subject project.

818 South H Street: The subject site is a 13,500 square foot vacant lot.

824 South H Street: The subject site is a 3,000 square foot vacant lot.

826 South H Street: The subject site is a 6,750 square foot residential lot. The existing ±1,210 square foot residence was constructed in 1950.

832 South H Street: The subject site is a 6,750 square foot vacant lot.

ANALYSIS

Consistency with the Comprehensive Plan and Strategic Plan

If the concurrent small-scale Future Land Use Map (FLUM) amendment and Zoning Map amendment (rezoning) for the property located at 821 South Dixie Highway is approved, the entire project area will have a Future Land Use (FLU) designation of Transit Oriented Development (TOD).

Per Policy 1.1.1.6, the TOD FLU is 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. The preferred mix of uses area-wide is 75% residential and 25% non-residential. All buildings are required to provide transitional buffering and design features to mitigate impact of the TOD sites adjacent to residential zoning districts. The implementing zoning districts for this category are TOD-E, TOD-W, SFR, MF-30, MU-DH, MF-20, MU-W, P, PROS, and AI.

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 strengthen Lake Worth Beach as a community of neighborhoods and navigate 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 ensure facility placement, construction and development that anticipates and embraces the future. The proposed multi-family buildings and associated site improvements will contribute towards the City's Pillars II.A, II.B, IV.A, and IV.E of the Strategic Plan.

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 as it provides affordable age-restricted units in a multi-family project with amenities.

Consistency with the Land Development Regulations

The proposed application was reviewed for consistency with all applicable requirements in the City’s Land Development Regulations (LDR), including the district and planned development requirements. 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 several zoning district requirements including landscaping (a reduction in terminal landscape island width, elimination of required landscape strips between rows of parking, and a reduction of the landscape buffer width), setbacks (built-to line from South H Street) and a parking reduction. Through the Affordable/Workforce Housing Program the applicant is requesting to reduce the 1-bedroom unit size from 600 square feet to 576 square feet which is within the program’s allowable area reduction. The program also allows a parking reduction of up to 25%, provided that at least 1 parking space is provided per unit. The project requires 262 parking spaces, whereas a total of 123 spaces are proposed. The Affordable/Workforce Housing Program would only allow a reduction to 197 spaces. The applicant is requesting a further reduction through the waiver provisions of the proposed residential planned development.

Transit Oriented Development – East (TOD-E): Per LDR Section 23.3-19(a), The TOD-E transit oriented development east district is designed for the areas around the FEC railroad tracks and desired future locations for intra-city, light rail transit, specifically Lake Avenue, Lucerne Avenue, 1st Avenue South, 10th Avenue North and 9th Avenue South. The TOD-E district is intended to promote compact, mixed-use development, including multiple-family residential, office and retail, near proposed or existing transportation infrastructure. The TOD-E district is also intended to encourage arts, entertainment and cultural activities in the city.

The table and topic area analysis below evaluate the proposed site features and the project’s compliance with the Code, and factoring in the Sustainable Bonus incentives, Planned Development incentives, Affordable/Workforce Housing Program, Transfer of Development Rights and the Comprehensive Plan maximums:

Development Standard		Base Zoning District Transit Oriented Development - East (TOD-E)	Residential Planned Development in TOD-E w/ SBIP, A/WHP, and TDR	Provided
Lot Size (min) In square feet (sf)		13,000 sf	0.5 ac	1.8134 ac
Lot Width (min)		100’	100’	320’ (including half of abandoned 9 th Ave S)
Setbacks	Front (min build-to line)	10’	10’ Front façade for third story and above must have front setback of eight (8) to twelve (12) feet in addition to minimum.	18’ South Dixie Highway 143* South H Street
	Rear (min)	N/A	N/A	N/A
	Street Side (min)	N/A	N/A	N/A
	Interior Side (min)	0’	0’	9’-0” North 10’-0” South

Impermeable Surface Coverage (maximum)		65%	65%	65.78% (51,868 sf)**
Structure Coverage (max)		50%	50%	30.72% (24,220 sf)
Density (max)		40 du/acre (72 units)	97.75 du/acre (177 units) Section 23.3-25.b) and FLUE Table 1 & Policy 1.1.1.1	97.05 du/acre (176 units) Section 23.3-25.b) and FLUE Table 1 & Policy 1.1.1.1
Building Height (max)		30' (max. 2 stories)	71.25' (6 stories)	66'-4" (6 stories)
Maximum Wall Height at Side Setback		30'	71.25'	61'-4"
Floor Area Ratio (FAR) (max)		1.1	3.6437 Read Section 23.3-25.b) and FLUE Table 1 & Policy 1.1.1.1	1.7 (134,268 sf)
Living Area (minimum)	Studio	400 sf	400 sf	430 sf
	One-bedroom units	600 sf	600 sf	576 sf
Parking		8 Studios 168 1-Bedroom Total: 262 spaces	8 Studios 168 1-Bedroom Total: 197 spaces	123 Spaces
Workforce/Affordable Housing		100% of Units		
Is site in floodplain (Flood Zone / BFE), or in Wellfield Zone? Yes/No		Wellfield Zone 4		

*** Per LDR Section 23.3-19(d)(4)(A)(3): A build-to line of 10' is required from rights-of-way, which can be increased to 18'. A waiver is being requested to allow a greater setback. Landscaping and fencing are being proposed along South H Street to help mitigate the property's appearance along the streetscape.**

**** Staff has added conditions of approval to decrease the total impervious surface total. This can be achieved by increasing pervious areas and/or proposing additional semi-pervious surfaces on the property.**

Affordable/Workforce Housing Program: The applicant has elected to opt into the program to utilize the unit size and parking reduction incentive. Tier Two requires that 15% of the total number of units for projects utilizing any City incentives or bonus programs be income restricted in accordance with the provisions in this ordinance.

Analysis: The applicant is proposing 176 dwelling units of which 100% will be income restricted. According the applicant's justification statement, the project will be financed with low-income housing tax credits provided by the federal government. The project will be required to remain affordable housing for a period of at least 50 years. The rental rates are based on 80% of the Area Median Income (AMI). At least 10% of the units have "Extremely Low Income" ELI rental rates based on a maximum of 30% of the AMI. The average rental rate for all apartment units cannot exceed 60% of AMI.

Staff has included conditions of approval that will require a restricted covenant that will maintain the project's level of affordable.

The Affordable/Workforce Housing Program allows a reduction of unit size area of up to 15%. One-bedroom units are proposed with 576 square feet which represents a 4% reduction from the required 600 square feet. The program allows a parking reduction of up to 25%, provided that at least 1 parking space is provided per unit. The project requires 262 parking spaces, whereas a total of 123 spaces are proposed. The Affordable/Workforce Housing Program would only allow a reduction to 197 spaces. The applicant is requesting a further reduction through the waiver provisions of the proposed residential planned development.

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 parking for the dwelling units was calculated as follows:

- 8 Studios (1.25 spaces per unit = 10 spaces)
- 168 1-Bedroom (1.5 spaces per unit = 252)

A total of 197 parking spaces are required with the 25% reduction from the Affordable/Workforce Housing Program. However, the applicant is requesting to reduce the total parking spaces to 123 parking spaces:

- 8 ADA off-street spaces
- 79 standard off-street spaces
- 26 compact off-street spaces
- 12 bicycle spaces (equal 3 off-street parking spaces)
- 8 motorcycle/scooter spaces (equal 4 off-street parking spaces)
- 3 on-street parking spaces

The applicant is proposing to utilize alternate spaces to fulfill their minimum parking requirement as permitted by LDR Section 23.4-10(l), which states that “alternate parking spaces including compact spaces shall count towards no more than twenty-five (25) percent of the overall site parking requirement.” The maximum alternate spaces that can be applied to meet required parking for this development is 48 alternate spaces. The applicant is proposing 33 alternate parking spaces as outlined above.

The applicant has submitted examples of similar projects that were constructed in other Florida municipalities with reduced parking (included as an attachment). Staff has proposed a condition of approval requiring additional parking alternates to be provided, or that the City Commission should provide direction if the required parking is to be waived to the extent requested by the applicant.

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 development proposal provides perimeter landscaping and shade trees. The proposed landscaping is consistent with the City's landscape regulations and the Major Thoroughfare Design Guidelines. Tree species include a mix of Green Buttonwood, Dahoon Holly, Slash Pine and Live Oak trees with multiple native shrubs, grasses and groundcovers for the perimeter and interior plantings. The proposed landscape complies with the City's requirement that a minimum 75% of all required plants be Florida native.

As required by the tree removal provisions in the landscape regulations, the applicant submitted a tree survey that was reviewed by staff who found the following deficiencies.

- Existing Royal Palms are misidentified a Queen Palms.
- Existing Green Buttonwood trees are misidentified as Oak trees and Bottle Brush Trees.
- Two existing trees that are in the northern parking lot island are not on the survey.

The diameter at breast height (DBH) for the existing trees with a condition rating of fifty (50) percent or greater on the property is used to calculate the replacement tree requirement. Although multiple trees are proposed to be removed from the site to facilitate the construction no mitigation is required due to onsite replacement. Since the two mango trees that are proposed to be removed are greater than 18 inches in diameter they must be replaced with trees that are at least 6 inches in diameter.

The Residential Planned Development includes three (3) landscape waivers: a reduction in terminal landscape island width, elimination of required landscape strips between rows of parking, and a reduction of the landscape buffer width.

- Landscape Islands: Per LDR Section 23.6-1(c)(3)(d): Each row of parking spaces shall be terminated by landscape islands with dimension of eight (8) feet in width, exclusive of curbs. The applicant is proposing terminal landscape islands with a reduced width of five (5) feet.
- Landscape Strips: Per LDR Section 23.6-1(c)(3)(e): Whenever parking tiers abut, they shall be separated by a minimum five-foot wide landscape strip. The applicant is proposing to eliminate these landscape strips where the external parking rows abut internal parking rows on the ground floor of the buildings. Staff has included a condition of approval to require wheel stops in these locations to prevent conflicts with parked cars.
- Landscape Buffers: Per LDR Section 23.6-1(c)(2)(c)(1): This landscape screen shall be located between the common lot line and the off-street parking area or other vehicular use area in a planting strip of not less than five (5) feet in width that is free of any vehicular encroachment, including car overhang. The applicant is proposing a reduced three (3) foot landscape buffer on an area that is approximately twenty (20) feet long, north of the property located at 822 South H Street.

Section 23.5-1- Signage: Signage is required to comply with the size and design requirements of LDR Section 23.5-1, *Signs*. Ground or monument signage are required to be depicted on both the site and landscape plans, and are reviewed for consistency with the sign code requirements and planned development at building permit.

Analysis: Two (2) freestanding monument signs are proposed. Per LDR Section 23.5-1(E)(5), a lot with frontage between 301-400 feet is permitted 150 square feet of signage. A maximum sign height of 8' is permitted with a minimum setback of 3'. Each sign has a height a height of 4', an area of 48 square feet, and is setback 5'. Therefore, the two (2) proposed monument signs are code compliant. No waivers are being requested for the signage.

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 in the west side of the project (fronting South H Street) was reviewed by Public Works, who determined that the dumpster was consistent with the size and screening requirements. The dumpster will be fully screened with fencing and landscaping. The dumpster enclosure material shall be further reviewed to ensure 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

condition of approval has been provided requiring further review to ensure compliance with Dark Skies lighting recommendations and for consistency with the architecture of the buildings. Further, proposed fixtures shall be required to have a warm tone setting of 3000 K or less.

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 site is configured with two (2), six (6)-story buildings with pedestrian entrances fronting South Dixie Highway. Parking is proposed on surface parking lots and on the ground floor of both buildings. Vehicular ingress and egress is proposed from South H Street. The site will include abandoned portions of abutting alleys and the north half of 9th Avenue South. The pedestrian and vehicular site circulation safely connects to the existing public right-of-way. Further, the site pedestrian circulation system is appropriately insulated from vehicular circulation. Adequate landscaping is proposed to screen the perimeter of the site and provide internal vegetation, these improvements are further discussed in the landscape section of this report.

The subject site is designated as Sub-Area 5 in the City’s Major Thoroughfare Design Guidelines. A contemporary industrial aesthetic is recommended in this area with aluminum, steel, masonry, and concrete exterior finishes. The proposed building design is contemporary with art deco inspired detailing. The exterior finishes include corrugated metal panels, smooth and scored stucco, vertically-oriented windows, and art deco decorative parapet elements. Both buildings feature a flat roof and identical building designs. Staff has concerns regarding the long expanses of blank façade along the rear elevation. A condition of approval was added to propose murals that will be reviewed by both the Planning and Zoning Board and the CRA's LULA program. This public art will create visual interest on the rear elevation that will help mitigate the lack of architectural features. Overall, the building design is contemporary while honoring the art deco design which is one of Lake Worth Beach’s prevailing architectural styles.

New Standards: On October 6, 2022, the City adopted new site design qualitative standards through Ordinance Number 2022-14. Madison Terrace is the first project to be reviewed against these standards since their adoption. According to the project narrative (included as an attachment) the project will satisfy the performance standards listed in LDR Section 23.2-31(c)(16) by acquiring a National Green Building Standard (NGSB) silver certification. The amenity requirement will be satisfied with a grand parlor, game room, activity room that will display artwork from local artists to encourage community pride and social interaction.

The applicant submitted a separate statement (included as an attachment) that explains how the planned development achieves sustainable qualities, values, and principles as listed in LDR Section 23.2-31(c)(17). The complete compliance analysis is provided in Attachment A.

The existing uses in the surrounding area are as follows:

Direction	Future Land Use	Zoning District	Existing Use
North	Mixed Use - East	Mixed Use – Dixie Highway	Motel
South	Mixed Use - East	Mixed Use – Dixie Highway	Auto Sales

Across 9 th Ave S			
East Across S Dixie Hwy	Mixed Use - East	Mixed Use – Dixie Highway	Motel, office, and store
West Across alleyway	Transit Oriented Development	Transit Oriented Development - East	Vacant and single-family residential

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

Community Appearance Criteria:

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

Development of Significant Impact (DSI)

A development of significant impact (DSI) is a commercial, office, or industrial development of 100,000 or more gross square feet of enclosed building area, including renovations of existing structures when a change to a more intensive use is anticipated, or a residential development of 100 or more dwelling units, including renovations of existing structures when a change to a more intensive use is anticipated. **The project proposed qualifies as a DSI because it exceeds 100 dwelling units.**

Per LDR Section 23.2-35, a proposed DSI and any amendments to an approved DSI shall be reviewed and approved in accordance with the procedures and requirements for a Conditional Use Permit except that the City Commission shall be the decision maker and not the Planning and Zoning Board or the Historic Resources Preservation Board. The Conditional Use Permit criteria is outlined in the conditional use analysis in the subsequent section.

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 development greater than 7,500 square feet.**

The proposed conditional use is not anticipated to impact the surrounding area greater than uses permitted by right. The applicant is proposing multi-family buildings that do not utilize the maximum development potential. The buildings will be served by existing municipal services, including water, sewer, refuse, fire and police. The proposed associated site improvements would provide new landscaping and an improved condition of the parcels while providing new attainable housing options.

Sustainable Bonus Incentive Program

Per Policy 1.2.3.4 of the City’s Comprehensive Plan, a 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 up to 26.25’ (above the 30’ base zoning district height maximum, up to 56.25’ with 5 stories), a density of +/-75 units per acre (64 bonus units), and a floor area ratio (FAR) of 1.7. The floor area ratio requested is less than the maximum allowance permitted through a sustainable bonus incentive in a planned development in the TOD-E zoning district. The total SBIP square footage of bonus area above the second floor is +/- 86,846.14 of which 36,014.55 has a bonus for both density and height. Therefore, the value of required improvements for the SBIP bonus areas are \$381,236.96 (50,831.59

sf X \$7.50 per sf), plus an additional \$540,218.18 (36,014.55 sf X \$15 per square foot). The total combined value of required improvements both areas \$921,455.14. The applicant has requested that the City Commission waive the requirement that 50% of the sustainable bonus incentive fee be paid to the City.

The project will pursue Florida Green Building Certificate which will reduced the required improvements by 50% per LDR Section 23.2-33(D)(1)(b). A public amenity in the form of public open space is proposed fronting South Dixie Highway which counts towards the qualifying features of improvements. Also, 100% of the project will be affordable housing which exceeds the 15% minimum required by the Affordable/Workforce Housing Program which can count towards the SBIP incentive award.

The applicant is requesting that the 50% of the sustainable bonus incentive payment of \$460,727.57 be waived by the City Commission. Staff has proposed a condition of approval requiring 50% of the sustainable bonus incentive fee be paid to the City, or that the City Commission should provide direction regarding waiving the fee.

Transfer of Development Rights (TDR):

Section 23.3-25(g) establishes the city's Transfer of Development Rights program. Projects which utilize the Transfer of Development Rights program may obtain one additional story of no more than fifteen feet in height, an increase in overall density of ten units per acre, and an increase in overall floor area ratio (FAR) of ten percent. The rights are valued at a cost of \$15 per square foot, and are paid to the city in exchange for development rights on city-owned properties with a future land use designation of Public.

The proposed project has gained an additional 10 units per acre (18 units), an additional story (up to 6 stories), and an additional height of 10.08' (up to a maximum of 71.25', 66.33' is requested) as part of the transfer of development rights bonus. The total development rights cost for the additional 18 units with an average unit size of 562.77 sf. Therefore, the total TDR cost is \$151,947.90 (18 units X 562.77 X \$15 per square foot). The applicant is requesting that this fee is waived by the City Commission. Staff has proposed a condition of approval requiring the fee be paid to the City, or that the City Commission should provide direction if the fee is to be waived.

Below are the criteria projects must meet to qualify for the program.

1. Projects incorporating transfer development rights must be a mixed use urban planned development, planned development, mixed use planned development or residential planned development.

Staff Analysis: The proposed project is a residential planned development which is a type of planned development.

Meets Criterion.

2. Projects must have incorporated all of the density, height and intensity bonuses available under the sustainable bonus program prior to being eligible for the transfer development rights program.

Staff Analysis: The proposed project has incorporated all of the density, height, and intensity bonuses available under the sustainable bonus program, and the receipt of the development rights will result in development beyond the sustainable bonuses as permitted by code. **Meets Criterion.**

Right of Way Abandonment

The proposal includes a right-of-way abandonment for the north-south 300 feet of the alley bisecting the project site (approximately 3,000 square feet). The north half of 9th Avenue South (running east-west 280 feet) is also proposed to be abandoned (approximately 5,600 square feet). The City Commission will consider this request concurrently with the residential planned development. At first reading, the City Commission will consider permission to advertise the proposed ROW abandonment and then will consider the ROW abandonment request. If approved, the portion of the alleyway and 9th Avenue South within the project site would be granted to the property owner. There are no objections

to the ROW abandonment from the Public Services Department or the City Engineer. The utilities department added conditions of approval to require utility easements in the abandoned rights-of-way. These easements shall be reflected in the re-plat of the property.

Project Phasing and Re-Plat

As depicted on the master development plan, the project will have two (2) phases. The phase lines will also match a subsequent re-plat of the project site into (2) parcels. Staff has added several conditions of approval to address concerns related to the phasing of the proposed. Conditions of approval have been proposed to extend phase one (1) improvements to include the fencing and landscaping on the northeast corner of the site fronting South H Street ensure the streetscape's beautification at the beginning of the project. A subsequent re-plat to create the two (2) parcels will be required prior to a certificate of occupancy for phase one (1). The re-plat will contain utility easements for the abandoned rights-of-way and cross-access easements to ensure both phases have accessed the project's parking, site features, and amenities. Staff has also included conditions that establish requirements should phase two (2) not be constructed. This includes provisions for finalizing the parking lot and providing additional landscaping.

CONCLUSION AND CONDITIONS

The TOD-E district is intended to promote compact, mixed-use development, including multiple-family residential, office and retail, near proposed or existing transportation infrastructure. Based on the data and analysis in this report and the supporting materials by the applicant, the proposed residential planned development will be complimentary to the adjacent residential and commercial properties. The project will provide affordable units with access to public transportation. Further, the proposed 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

Incentive Programs Conditions of Approval

1. Fifty percent of the sustainable bonus fee shall be paid to the City within two years of approval, or prior to the issuance of the building permit, whichever comes first. Alternatively, the City Commission may approve to waive the fee.
2. The applicant shall provide qualifying sustainable bonus features equal to fifty percent of the sustainable bonus fee, or shall be required to pay the remaining portion of the fifty percent of the incentive value prior to the issuance of a certificate of occupancy.
3. The transfer of development rights fee shall be paid to the City within two years of approval, or prior to the issuance of the building permit, whichever comes first. Alternatively, the City Commission may approve to waive the fee.
4. Increase parking spaces on the project site. This may be achieved with parking alternates such as bicycle racks as outlined in LDR Section 23.4-10. Alternatively, the City Commission may approve to waive this condition and allow a total of 123 parking spaces, as requested.
5. All units shall be restricted for affordable/workforce housing in accordance with the City's Affordable/Workforce Housing Program (or an alternative program as restrictive or more) prior to the issuance of a Certificate of Occupancy for the building.

Project Phasing Conditions of Approval

6. Phase one (1) improvements shall include all of the fencing and landscaping fronting South H Street. Additionally, fencing along side property lines may also be required during building permit review.
7. The temporary driveway for phase one (1) shall be constructed of compacted shellrock or another material approvable by the Palm Beach County Fire Rescue Department. Should Phase two (2) not begin construction within one (1) year of the certificate of occupancy being issued for Phase one (1), interim landscaping and a permanent driveway shall be required. These improvements shall be requested through a minor site plan to be reviewed by staff, and the work shall be completed within one (1) year.
8. Final plat approval is required prior to the issuance of a Certificate of Occupancy.

Site Conditions of Approval

1. The building facades fronting South H Street shall include murals to create visual interest. This public art shall be reviewed by both the Planning and Zoning Board and the CRA's LULA program prior to installation. The murals shall be approved and installed prior to the certificate of occupancy being issued for each phase.
2. Prior to the issuance of any building permits, a minor site plan shall be required to address the following:
 - a. Decrease the total impervious surface total to not exceed 65%. This can be achieved by increasing pervious areas and/or prosing additional semi-pervious surfaces.
 - b. Provide an updated tree survey that correctly identifies all existing trees including the diameter at breast height.
 - c. Provide a tree disposition plan.
 - d. Provide an updated landscape plan that provides the required six-inch replacement trees and the required five-foot buffer adjacent to the existing single-family residence including the required trees.
 - e. Submit an updated photometric plan demonstrating that the exterior lighting complies with 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. Specifically, the lighting fixtures shall be reviewed at building permit for consistency with the dark sky guidelines and the architecture of the buildings.
 - f. A designated delivery and/or ride share space shall be provided.
 - g. The dumpster enclosure material shall be reviewed for architectural consistency and for compliance with all applicable City requirements at building permit.
 - h. Wheel stops shall be provided when the parking spaces would encroach on landscape areas, walkways, accessible routes, and other rows of parking.
 - i. Updating site date table errors.
3. Temporary fencing: Per LDR Section 23.4-4(j), 1. Screening details shall be submitted with the temporary construction fence permit application. Wind screening shall be substantial enough to avoid rips or tears due to wind or sun, and shall have no less than eighty-five (85) percent opacity. Screening shall be maintained in good condition at all times. Screening graphics shall be approved with a permit pursuant to the provisions of section 23.5-1, signs, of the zoning and land development regulations of this Code; 2. Temporary construction fencing must be associated with an active building permit unless approved by the development review official in lieu of a permit. The development review official may require the removal of a temporary fence in absence of an active permit or for safety issues; and 3. Acceptable materials include screened chain link and any other permitted materials identified in section 23.4-4(c).
4. Prior to the issuance of a certificate of occupancy, documentation shall be submitted to the Department of Community Sustainability that the project qualifies at a minimum as a National Green Building Standard (NGSB) silver certification or equivalent certification to fulfill the City's project performance standards listed in LDR Section 23.2-31.

General Conditions of Approval

5. A restrictive covenant shall be recorded for the age-restricted units prior to the issuance of a Certificate of Occupancy for the buildings, or the developer shall pay to the PBC school district any required school concurrency fees.
6. At building permit, documentation shall be submitted to demonstrate that the material utilized for the semi-pervious parking areas has a percolation rate of at least fifty (50) percent relative to the ground percolation rate.
7. Any code cases associated with the subject properties shall be resolved and any fines shall be paid prior to the issuance of building permits.
8. An address application shall be required to be submitted prior to application for building permit.
9. A video security system shall be required for the property.

Utilities (Water, Sewer & Stormwater)

1. A Utility Easement will need to be established for the abandoned alleyway. Utility easements are a minimum of 15 feet wide and should be centered over the existing water or sewer infrastructure to provide a minimum of 7 feet east of the Sanitary Sewer.
2. Drainage calculations for sizing of the exfiltration trench and hydraulic conductivity number must be provided with building permit application.
3. Eastern gates cannot swing outward into the public right-of-way and must either swing inward or slide.
4. Please be advised that since there is currently no existing driveway access to the site from S Dixie Hwy, the applicant would need to apply for an FDOT driveway permit to establish a construction entrance on that roadway.
5. General utilities site plan comments:
6. Location of the property line, right-of-way, proposed/existing easements, water courses and other essential features.
7. Provide a sedimentation and erosion control plan, including but not limited to: silt fence, inlet protection, filter socks, and truck wash driveways. Provide the public works details in the plan submittal.
8. NPDES compliance practices shall be provided for the project site.
9. Location of existing and proposed fire hydrants (or operational equivalents) within 250 feet of the proposed structure or structures.
10. Locate all underground piping
11. Site and Location of the conceptual sanitary sewer connections and air conditioning units. If there are appurtenances such as grease traps, these must be sized and shown in the site plan.
12. Water and sewer horizontal offset distances must be provided per the FDEP requirements.
13. 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.
14. Utility easements are a minimum of 15 feet wide. Combined Water and Sewer easement size will be determined by the department but not less than 23 feet wide.
15. Show asphalt restoration limits required for the utility work. Reference City standard details for trench repair.
16. Signed and sealed Drainage Calculations including statement regarding floodplain management provisions for water quality and quantity shall be provided to the City.
17. Provide geotechnical information for the determination of the hydraulic conductivity of the soil, and groundwater elevation.
18. Drainage Plan, prepared by a Registered Professional Engineer. The policy of the City is a property must retain the 3-year 1-hour storm event on site based on the runoff of the entire site area. This is equivalent to 2.6 inches of precipitation. Engineer shall provide calculations validating the retention and calculate the pre/post runoff rates to ensure there are no adverse effects to surrounding properties. The 100-year flood elevation shall be calculated and proposed structures finished floor shall be above the 100-year flood and/or 12-inches above the average crown of the adjacent roadway/s whichever is greater.
19. IF APPLICABLE: At time of engineering submittal provide a full drawing set the proposed drainage, Calculations, and any permits or permitting information from SFWMD and LWDD.
20. Provide a cross section of the grading at each property line.
21. Indicate vertical datum on all plan drawings with grades.
22. Provide all applicable City of Lake Worth Beach details.
23. Show water & sewer services, drainage structures, and storm mains on landscape plan. Confirm minimum spacing between landscape and services per Public Services Detail 23, Typical Tree with Root Barrier.
24. Applicant to provide concurrence from FDOT on Access Management
25. Provide final concurrence from Palm Beach County Traffic Engineering Division based on the traffic statement/analysis.
26. Prior to building permit issuance, capacity fees for water and sewer must be paid in full in accordance with the current City Ordinance.

27. Prior to Certificate of Occupancy, a Bill of Sale for the public utilities and easements must be dedicated for recording.

Public Works

1. SWPPP plan needs to be amended to include inlet protection for three locations. A copy of the original SWPPP is attached indicating locations. Specification for inlet protection need to be included in SWPPP.
2. The existing entrance to the property via Dixie Highway will need to be removed and new sidewalk installed to FDOT specifications. Plans will need to reflect this change and an FDOT ROW permit secured before issuance of a City permit. The location has been indicated on the attached survey.
3. 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.
4. No Certificate of Occupancy shall be granted until all conditions of approval have been satisfied under jurisdiction of the Department of Public Works.
5. In the event of a legal challenge to this approval, shall be responsible for all costs to defend the action of the city in approving any and all permits related to this application. Should the applicant fail to enter into an agreement fund the costs of litigation, the city, at its discretion, may rescind this approval and revoke all permits issued.
6. Prior to the issuance of a building permit, contact the Lake Worth Drainage (LWDD) District's Engineering Department and obtain any required permit(s), if necessary, and furnish to the City. Prior to the issuance of a building permit, contact the South Florida Water Management District's (SFWMMD) Engineering Department and obtain any required permit(s), if necessary.
7. Prior to the issuance of a certificate of occupancy, 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. A pre-construction video of the entire perimeter shall be performed and submitted to the City.
8. Prior to the issuance of a building permit, submit an Erosion Control plan and indicate the BMP's and NPDES compliance practices.
9. Prior to the issuance of a Certificate of Occupancy, fine grade and sod all disturbed areas with bahia sod.
10. Prior to the issuance of a Certificate of Occupancy, broom sweep all areas of the affected right of way and remove of all silt and debris collected as a result of construction activity.
11. Prior to performing work in the right of way, apply for and receive issuance of a "Right of Way/Utility Permit" application.
12. Prior to the issuance of a Certificate of Occupancy, 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.

Electric Utility

1. Before or at the time of application for a Building Permit, Developer must provide the load calculation, voltage requirements and riser diagram. If a pad mount transformer will be requested, we will need to know the location of the pad-mount transformers for the 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.
2. Before the issuance of a Building permit, if pad-mount transformer will be requested, 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.
3. Before the issuance of a Certificate of Occupancy, the utility easement must be recorded.
4. Developer to show the location of the meter center on the site plan.
5. Developer will be responsible for installing their own lightning for the parking areas.

6. Developer will be responsible for the cost of Lake Worth Beach's materials and labor for this project.
7. Before the issuance of a Certificate of Occupancy (CO) a final electrical inspection must be done.

BOARD POTENTIAL MOTION:

I move to **recommend approval with conditions to the City Commission** of Ordinance 2023-16 for a Mixed Use Urban Planned Development (Residential Only), Development of Significant Impact, Major Site Plan, Conditional Use, Right-Of-Way Abandonment, Sustainable Bonus Incentive Program, Affordable/Workforce Housing Program, and Transfer of Development Rights to construct a 176 dwelling-unit multi-family 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 **recommend disapproval to the City Commission** of Ordinance 2023-16 for a Mixed Use Urban Planned Development (Residential Only), Development of Significant Impact, Major Site Plan, Conditional Use, Right-Of-Way Abandonment, Sustainable Bonus Incentive Program, Affordable/Workforce Housing Program, and Transfer of Development Rights to construct a 176 dwelling-unit multi-family 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 and Zoning Board will be making a recommendation to the City Commission for the subject requests.*

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
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|---|-----------------------|
| <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 as specified in chapter 12, health and sanitation, article V, 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.</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 |

- 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.* **In compliance**
- 10. Design of on-site public right-of-way (ROW).** *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.* **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 and complementary transition between districts. Building exteriors shall complement other buildings in the vicinity in size, scale, mass, bulk, height, rhythm of openings and character. Special 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><i>1. Buildings or structures which are part of a present or future group or complex shall have a unity of character, style, integrity and design. Their architectural style(s) shall be clearly expressed and detailed appropriately to vocabulary of the style(s) and be of high quality in terms of materials, craftsmanship and articulation. The relationship of building forms through the use, texture and color of material(s) 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, height, setback, massing and location on 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.</i></p>	In compliance
<p><i>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 and compatibility with the surroundings as is possible under the circumstances. The overall building fenestration, orientation, rhythm, height, setback, mass and bulk of an existing streetscape shall be respected. If a building is built in an undeveloped area, nine (9) primary requirements shall be met, including honest design construction, proper design concepts, appropriate use of high-quality materials, compatibility with</i></p>	In compliance

the overall character of the city, appreciation of location, respectful transition, activation of the streetscape, building form(s) following proposed function(s) and overall sustainability.

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. Facades shall have visual breaks every 75 feet at a minimum. The breaks shall be setbacks of either eight (8) inches or twelve (12) inches or more to create reveal lines or step backs on the façade and to add rhythm. Buildings in Lake Worth Beach typically have facades arranged in twenty-five-foot or fifty-foot increments. Breaks in facades also may be achieved through the use of differing but complementary and harmonious architectural styles. The massing elements of each façade shall have a height to width ratio approximating the golden ratio of 1.618, either vertically or horizontally.* **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 setback, floor to floor height, scale, mass, bulk, proportion, overall height, orientation, site planning, landscaping, materials, rhythm of solids to voids and architectural components including but not limited to porches, roof types, fenestration, entrances, and stylistic expression.* **In compliance**
5. *Look-alike buildings shall not be allowed unless, in the opinion of the reviewing entity, 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 reviewing entity, 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 reviewing entity. 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, fenestration 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* **Not applicable**

structure compatible with the main building, and where appropriate and feasible, should not be readily visible from off-premises.

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**
15. *All buildings shall address both the public right-of-way and improve the overall pedestrian experience through the inclusion of the following components:* **In compliance**
- a. Clearly articulated entrances,*
 - b. Expanses of fenestration at the ground level,*
 - c. Provision of shade through porches, awnings, galleries, arcades and/or loggias as well as other appropriate forms to the chosen architectural style(s),*
 - d. Integrated signage,*
 - e. Pedestrian scaled lighting,*
 - f. Buildings that define at least fifty (50) percent of the street frontage, and*
 - g. Openings that approximate a golden ratio of 1.618.*
16. *All new buildings of seven thousand five hundred (7,500) gross square feet or larger shall incorporate design principles, practices and performance standards to achieve the following through a project proforma description and analysis prepared by the developer and verified by an independent third party:* **In compliance as conditioned**
- a. Overall ten (10) percent reduction in greenhouse emissions over the life of the building as compared to industry standards,*
 - b. Overall ten (10) percent reduction in carbon footprint during construction and operation of the building as compared to industry standards,*
 - c. Overall twenty (20) percent reduction in refuse stream during construction and operation of the building as compared to industry standards,*
 - d. Overall utilization of at least twenty (20) percent recycled materials and/or materials that are recyclable,*
 - e. Overall twenty (20) percent reduction in water usage during operation of the building as compared to industry standards,*
 - f. Efficient use of natural resources through use reduction, reuse, reclamation, and recycling,*
 - g. Incorporation of design features and uses that support multi-modal transportation options,*
 - h. Incorporation of appropriate safety features to ensure the security and comfort of both occupants and visitors,*
 - i. Incorporation of amenities that are conducive to enhancing community pride and social interaction, and*
17. *In addition to the items enumerated above, all new planned developments shall strive to incorporate design elements, performance standards and/or specifications to enhance the public's awareness and appreciation of the community's commitment to the preservation and enhancement of the following sustainability qualities, values and principles:* **In compliance**

- a. Cultural resources,
- b. Historical resources,
- c. Ecological/natural resources,
- d. Diversity and inclusion,
- e. Social justice,
- f. Economic investment,
- g. Neighborhood vitality,
- h. Sense of place,
- i. Education, and
- j. Recreation.

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

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.* **In compliance**

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.* **In compliance**

4. *The proposed structure or project complies with this section and 23.2-29, Conditional Use Permits (CUP), as applicable.* **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**

Architectural Plans



AA26004029
1007 CHATHAM BREAK ST.
ORLANDO, FL 32828
PHONE: 407-759-8622
DM@DMARCHS.COM



1 FIRST FLOOR DIMENSION PLAN
SCALE: 1/8" = 1'-0"

ISSUE HISTORY

No.	Description	Date
1	URBAN PLANNED DEVELOPMENT	5/24/23
2		
3		
4		

REVISION HISTORY

No.	Description	Date
1	CITY COMMENTS	6/21/23

PHASE 1

MADISON
TERRACE

FIRST FLOOR DIMENSION PLAN

Project number: 23-22

Date:

Drawn by:

Checked by: DAM

A111.1

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AA26004029
 1007 CHATHAM BREAK ST.
 ORLANDO, FL 32828
 PHONE: 407-759-8622
 DM@DMARCHS.COM



1 FIRST FLOOR DIMENSION PLAN
 SCALE: 1/8" = 1'-0"

ISSUE HISTORY

No.	Description	Date
1	URBAN PLANNED DEVELOPMENT	5/24/23
2		
3		
4		

REVISION HISTORY

No.	Description	Date
1	CITY COMMENTS	6/21/23

PHASE 2

**MADISON
 TERRACE**

**FIRST FLOOR
 DIMENSION PLAN**

Project number	23-22
Date	
Drawn by	
Checked by	DAM

A111.2

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1 SECOND FLOOR DIMENSION PLAN
SCALE: 1/8" = 1'-0"

ISSUE HISTORY

No.	Description	Date
1	URBAN PLANNED DEVELOPMENT	5/24/23
2		
3		
4		

REVISION HISTORY

No.	Description	Date
1	CITY COMMENTS	6/21/23

PHASE 1 & 2

MADISON TERRACE

SECOND FLOOR DIMENSION PLAN

Project number	23-22
Date	
Drawn by	
Checked by	DAM

A112

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1 THIRD FLOOR DIMENSION PLAN
 SCALE: 1/8" = 1'-0"

ISSUE HISTORY

No.	Description	Date
1	URBAN PLANNED DEVELOPMENT	5/24/23
2		
3		
4		

REVISION HISTORY

No.	Description	Date
1	CITY COMMENTS	6/21/23

PHASE 1 & 2

MADISON
 TERRACE

**THIRD FLOOR
 DIMENSION PLAN**

Project number	23-22
Date	
Drawn by	
Checked by	DAM

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① FOURTH FLOOR DIMENSION PLAN
 SCALE: 1/8" = 1'-0"

ISSUE HISTORY

No.	Description	Date
1	URBAN PLANNED DEVELOPMENT	5/24/23
2		
3		
4		

REVISION HISTORY

No.	Description	Date
1	CITY COMMENTS	6/21/23

PHASE 1 & 2

MADISON
 TERRACE

**4TH FLOOR
 DIMENSION PLAN**

Project number	23-22
Date	
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Checked by	DAM

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 1007 CHATHAM BREAK ST.
 ORLANDO, FL 32828
 PHONE: 407-759-8622
 DM@DMARCHS.COM



① FIFTH FLOOR DIMENSION PLAN
 SCALE: 1/8" = 1'-0"

ISSUE HISTORY

No.	Description	Date
1	URBAN PLANNED DEVELOPMENT	5/24/23
2		
3		
4		

REVISION HISTORY

No.	Description	Date
1	CITY COMMENTS	6/21/23

PHASE 1 & 2

MADISON
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5TH FLOOR
 DIMENSION PLAN

Project number	23-22
Date	
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 1007 CHATHAM BREAK ST.
 ORLANDO, FL 32828
 PHONE 407-759-8622
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① SIXTH FLOOR DIMENSION PLAN
 SCALE: 1/8" = 1'-0"

ISSUE HISTORY

No.	Description	Date
1	URBAN PLANNED DEVELOPMENT	5/24/23
2		
3		
4		

REVISION HISTORY

No.	Description	Date
1	CITY COMMENTS	6/21/23

PHASE 2

MADISON
 TERRACE

6TH FLOOR
 DIMENSION PLAN

Project number	23-22
Date	
Drawn by	
Checked by	DAM

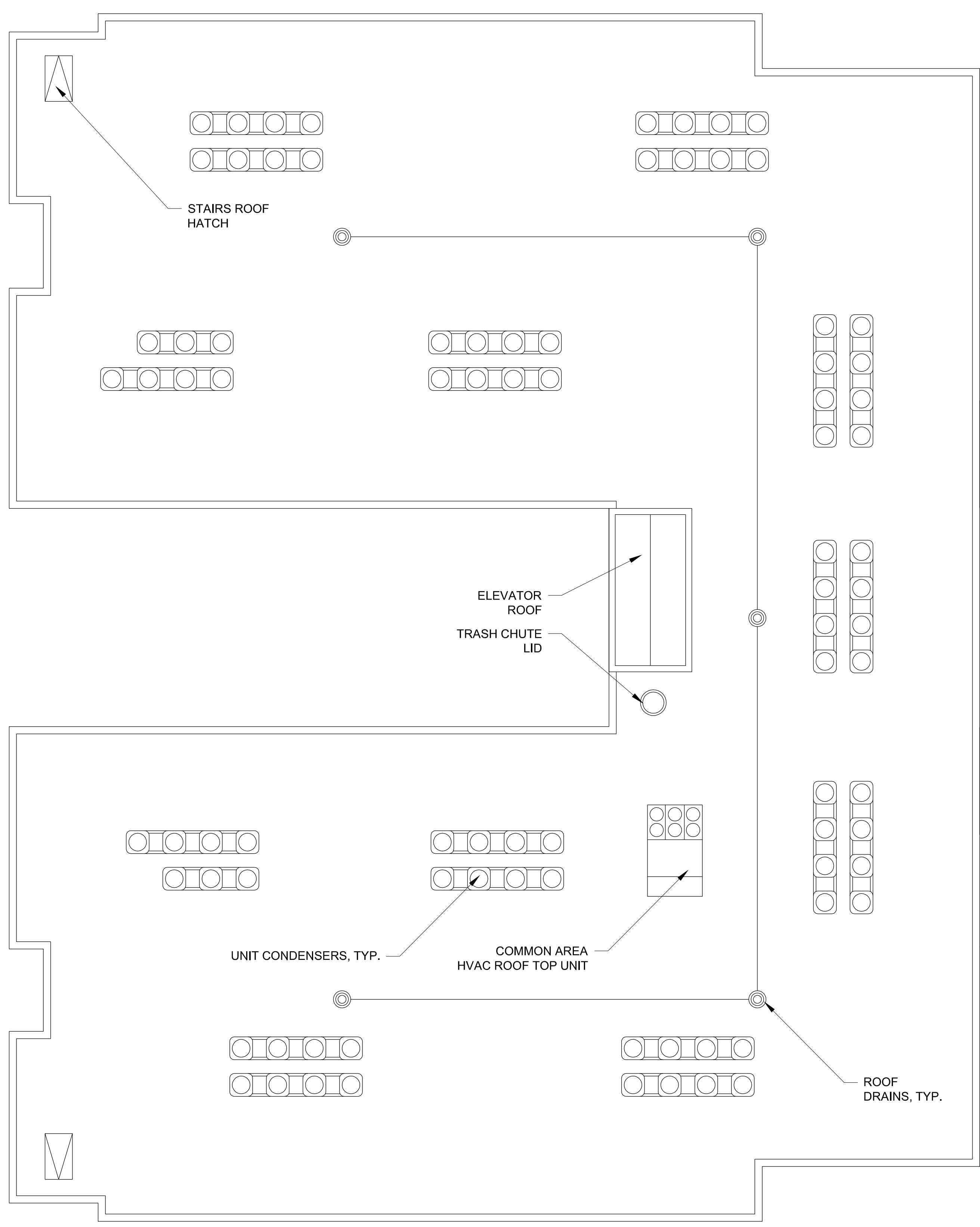
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 1007 CHATHAM BREAK ST.
 ORLANDO, FL 32828
 PHONE: 407-759-8622
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1 ROOF PLAN
 SCALE: 1/8" = 1'-0"

ISSUE HISTORY

No.	Description	Date
1	URBAN PLANNED DEVELOPMENT	5/24/23

REVISION HISTORY

No.	Description	Date
1	CITY COMMENTS	6/21/23

PHASE 1 & 2

**MADISON
 TERRACE**

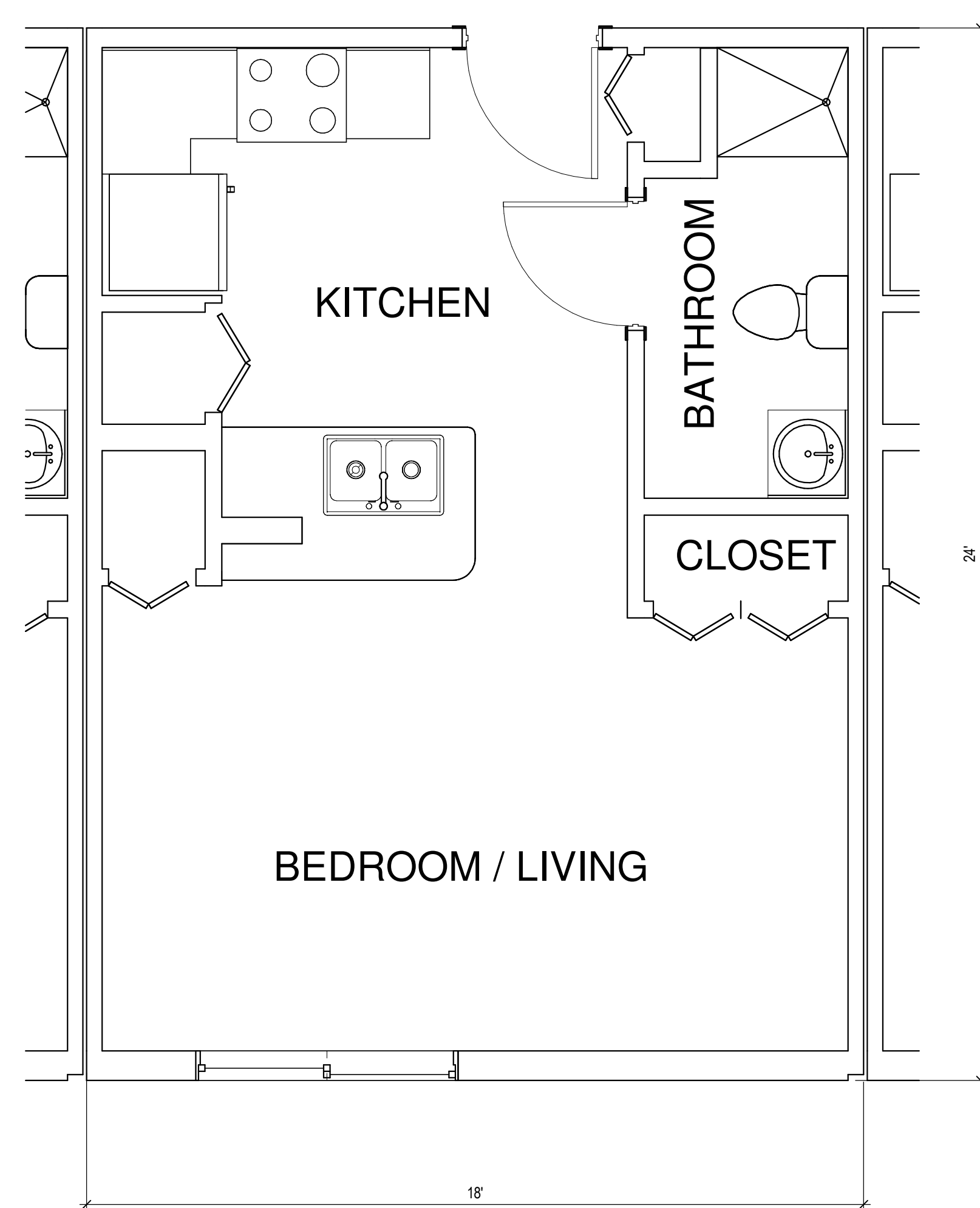
**ROOF
 PLAN**

Project number	23-22
Date	
Drawn by	ND
Checked by	DAM

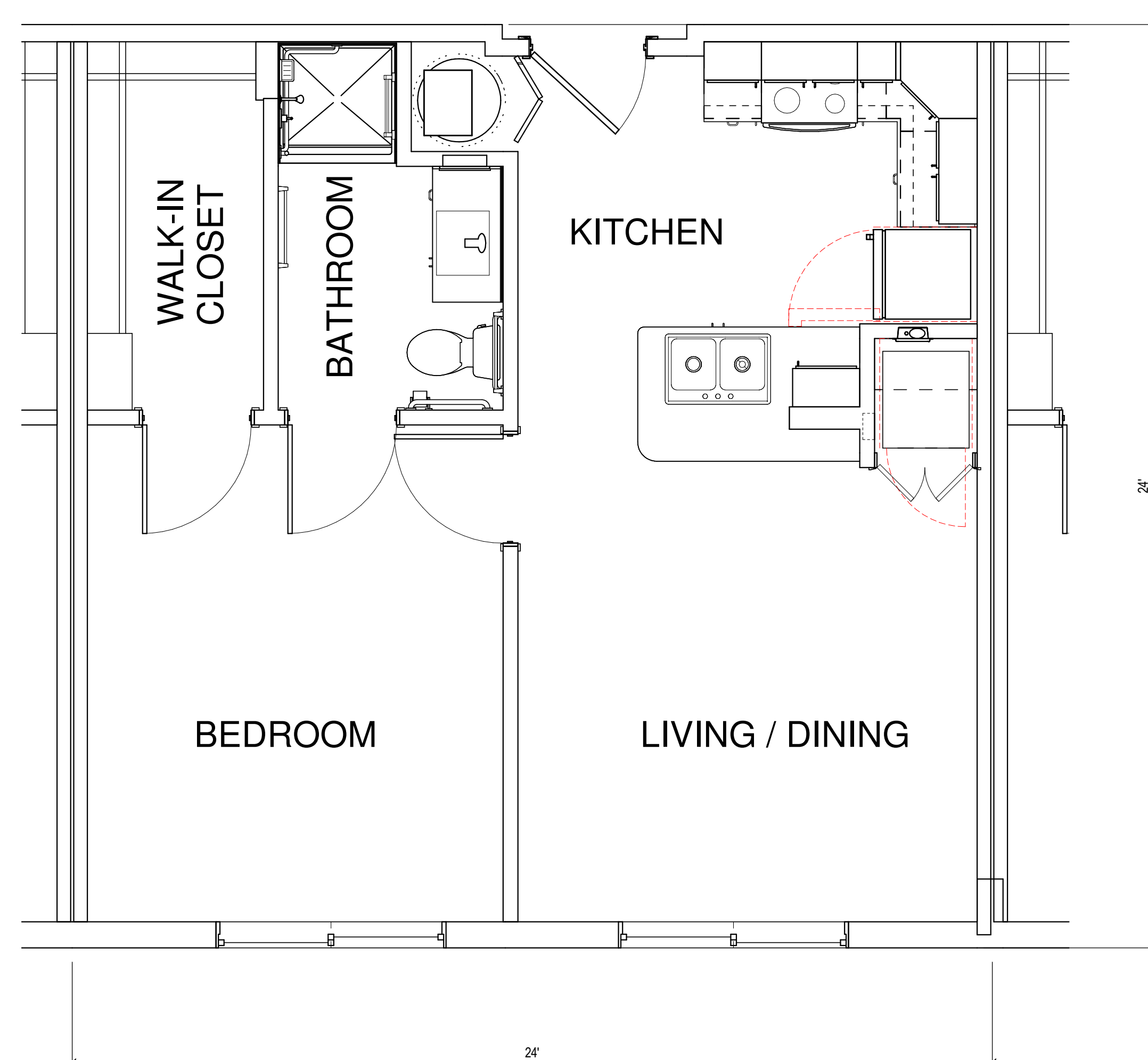
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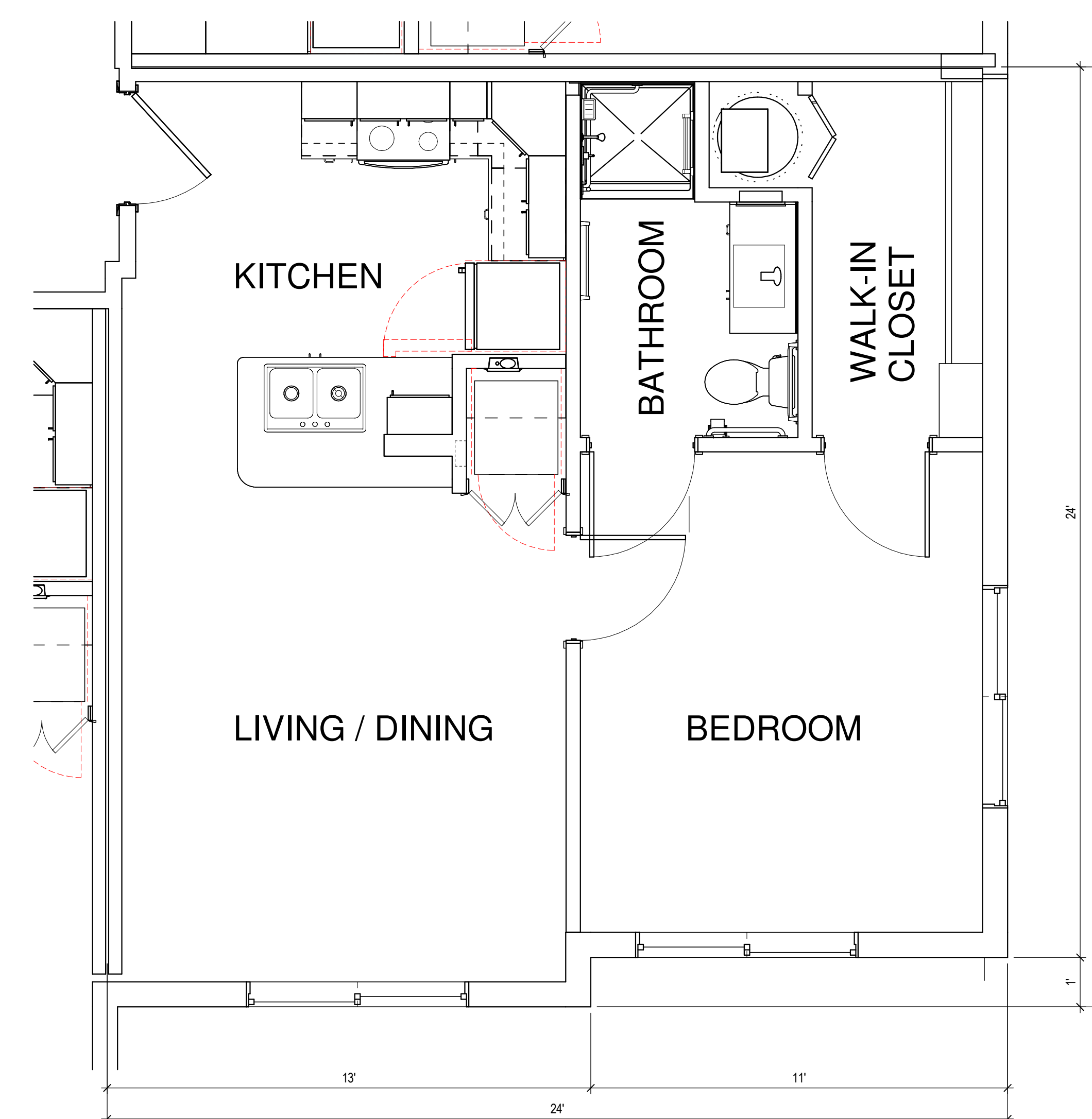


① STUDIO UNIT FLOOR PLAN - 430 SQ. FT.
SCALE: 3/8" = 1'-0"



② UNIT A FLOOR PLAN 576 SQ. FT.
SCALE: 3/8" = 1'-0"

UNIT A3
SAME AS UNIT A, ALTHOUGH THE BEDROOM
AND LIVING ROOM ARE BUMPED OUT BY
1'-0", MAKING IT 600 SF.



③ UNIT A2 FLOOR PLAN 589 SQ. FT.
SCALE: 3/8" = 1'-0"

ISSUE HISTORY

No.	Description	Date
1	URBAN PLANNED DEVELOPMENT	5/24/23
2		
3		
4		

REVISION HISTORY

No.	Description	Date
1	CITY COMMENTS	6/21/23

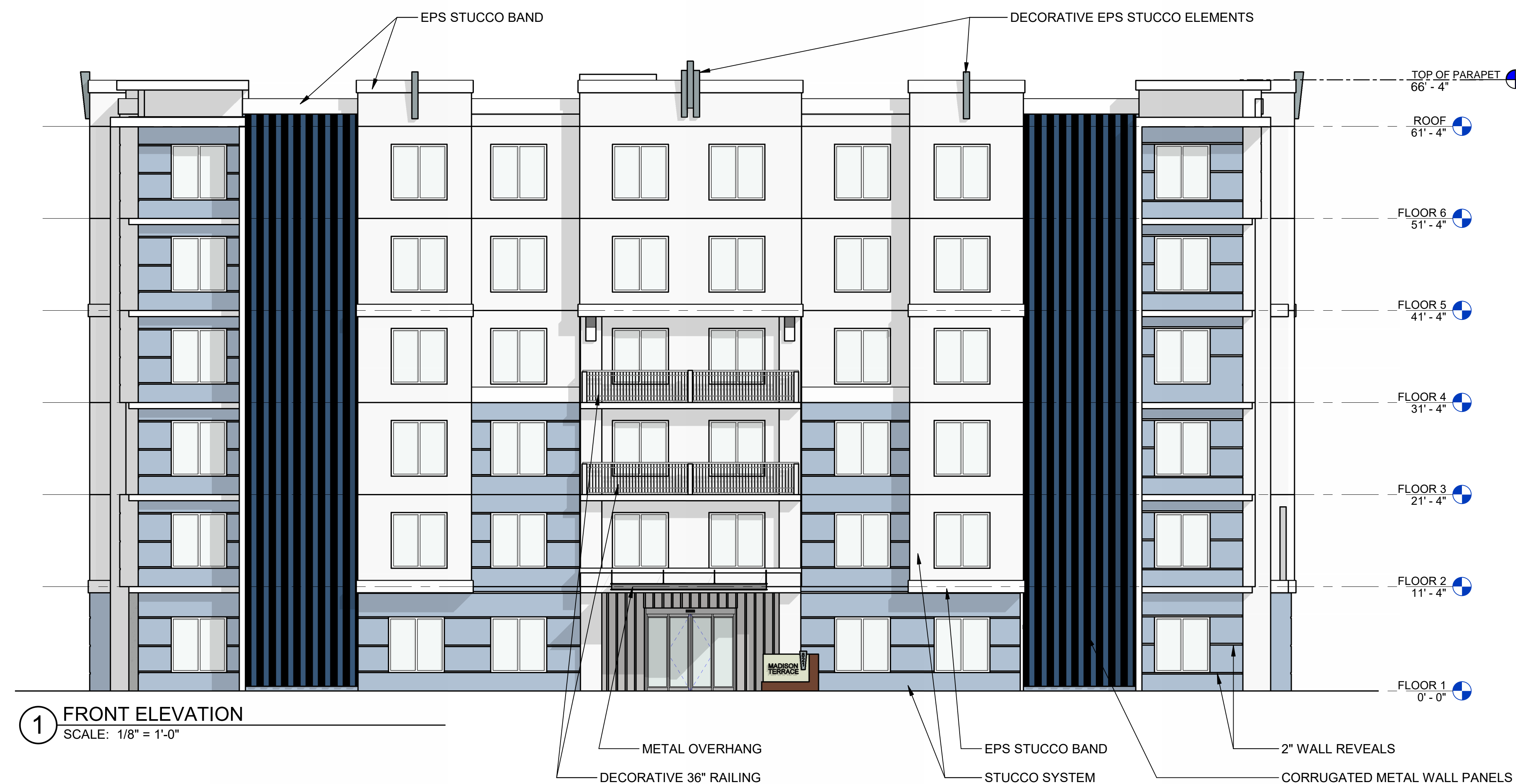
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UNIT PLANS

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Date	
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① FRONT ELEVATION
SCALE: 1/8" = 1'-0"



② SIDE ELEVATION
SCALE: 1/8" = 1'-0"

ISSUE HISTORY

No.	Description	Date
1	SCHEMATIC DESIGN	
2	DESIGN DEVELOPMENT	
3	SITE PLAN APPROVAL	
4	PERMIT REVIEW SET	08/26/2022

REVISION HISTORY

No.	Description	Date

MADISON TERRACE

EXTERIOR ELEVATIONS

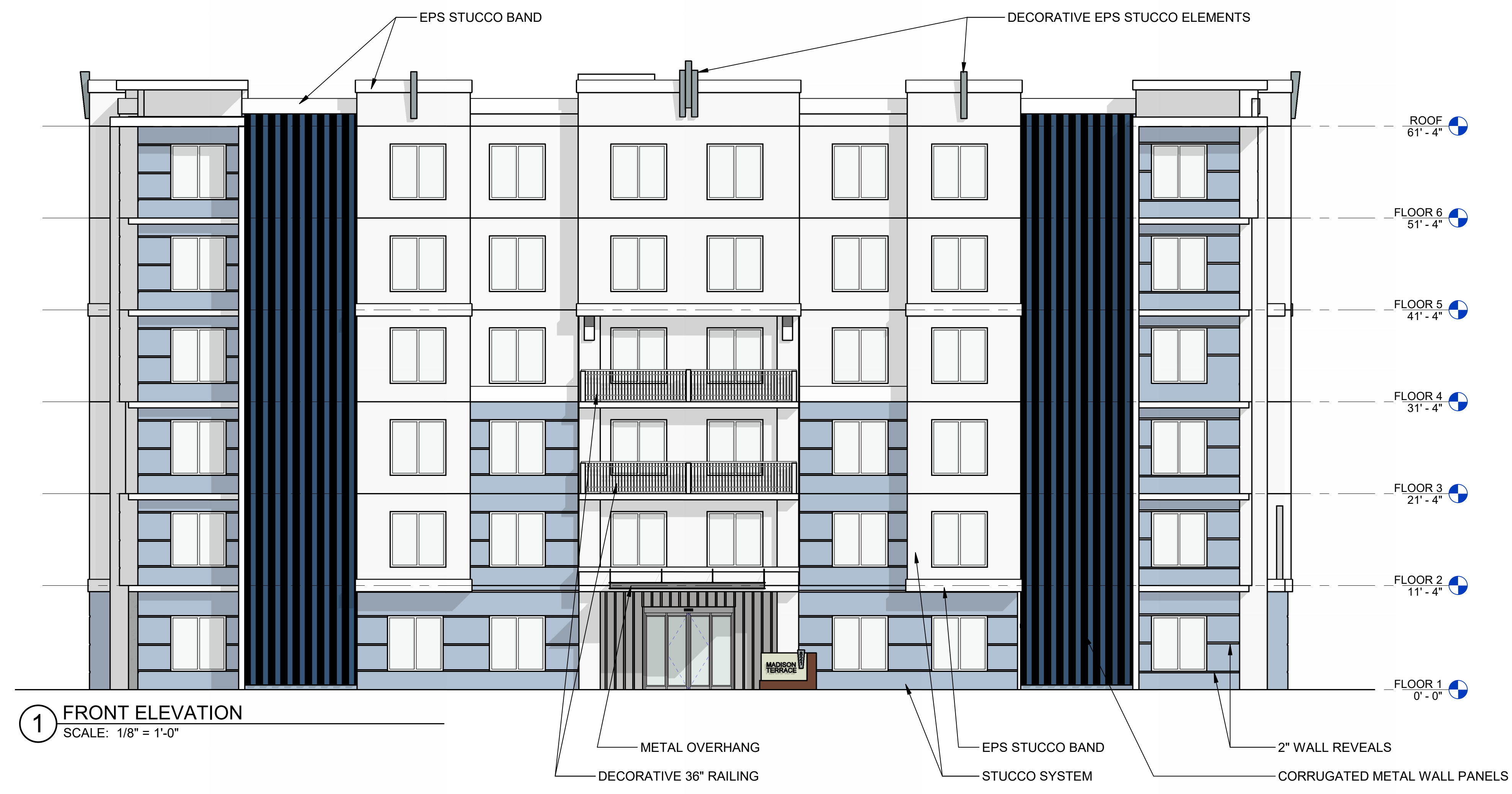
Project number	23-22
Date	
Drawn by	GPL
Checked by	DAM

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1007 CHATHAM BREAK ST.
ORLANDO, FL 32828
PHONE: 407-759-8622
DM@DMARCHS.COM



CORRUGATED METAL
SW 6811
HONORABLE BLUE

MAIN STUCCO
SW 7006
EXTRA WHITE

ACCENT 1
SW 6807
WONDROUS BLUE

CORRUGATED BRUSHED ALUMINUM

STUCCO SYSTEM
SW 6807
WONDROUS BLUE

POWDER COATED RAILING
SW 7662
EVENING SHADOW

WINDOW TRIM
SW 7662
EVENING SHADOW

DECORATIVE EPS STUCCO
SW 6811
HONORABLE BLUE

SW 6811
Honorable Blue

SW 7006
Extra White

SW 6807
Wondrous Blue

Brushed Aluminum

SW 6807
Wondrous Blue

SW 7662
Evening Shadow

SW 7662
Evening Shadow

SW 6811
Honorable Blue

ISSUE HISTORY

No.	Description	Date
1	SCHEMATIC DESIGN	
2	DESIGN DEVELOPMENT	
3	SITE PLAN APPROVAL	
4	PERMIT REVIEW SET	08/26/2022

REVISION HISTORY

No.	Description	Date

MADISON TERRACE

EXTERIOR ELEVATIONS

Project number	23-22
Date	
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2 RIGHT SIDE
SCALE: 1/8" = 1'-0"



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

ISSUE HISTORY

No.	Description	Date
1	SCHEMATIC DESIGN	
2	DESIGN DEVELOPMENT	
3	SITE PLAN APPROVAL	
4	PERMIT REVIEW SET	08/26/2022

REVISION HISTORY

No.	Description	Date

MADISON TERRACE

EXTERIOR ELEVATIONS

Project number	23-22
Date	
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FRONT STREET PERSPECTIVE



FRONT STREET ELEVATION



TYP. FRONT ELEVATION



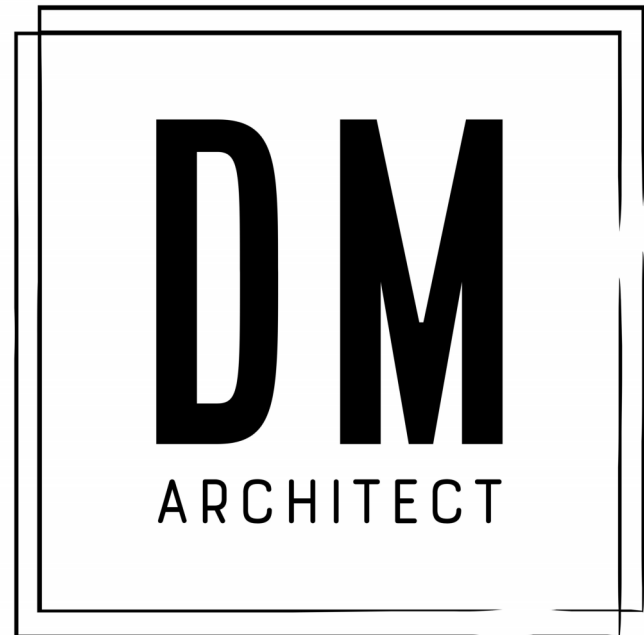
TYP. RIGHT ELEVATION



TYP. LEFT ELEVATION



TYP. REAR ELEVATION



AA26004029
1007 CHATHAM BREAK ST.
ORLANDO, FL 32828
PHONE: 407-759-8622
DM@DMARCHS.COM

ISSUE HISTORY

No.	Description	Date
1	SCHEMATIC DESIGN	
2	DESIGN DEVELOPMENT	
3	SITE PLAN APPROVAL	
4	PERMIT REVIEW SET	08/26/2022

REVISION HISTORY

No.	Description	Date

**MADISON
TERRACE**

**COLOR EXTERIOR
ELEVATIONS**

Project number	23-22
Date	
Drawn by	GPL
Checked by	DAM

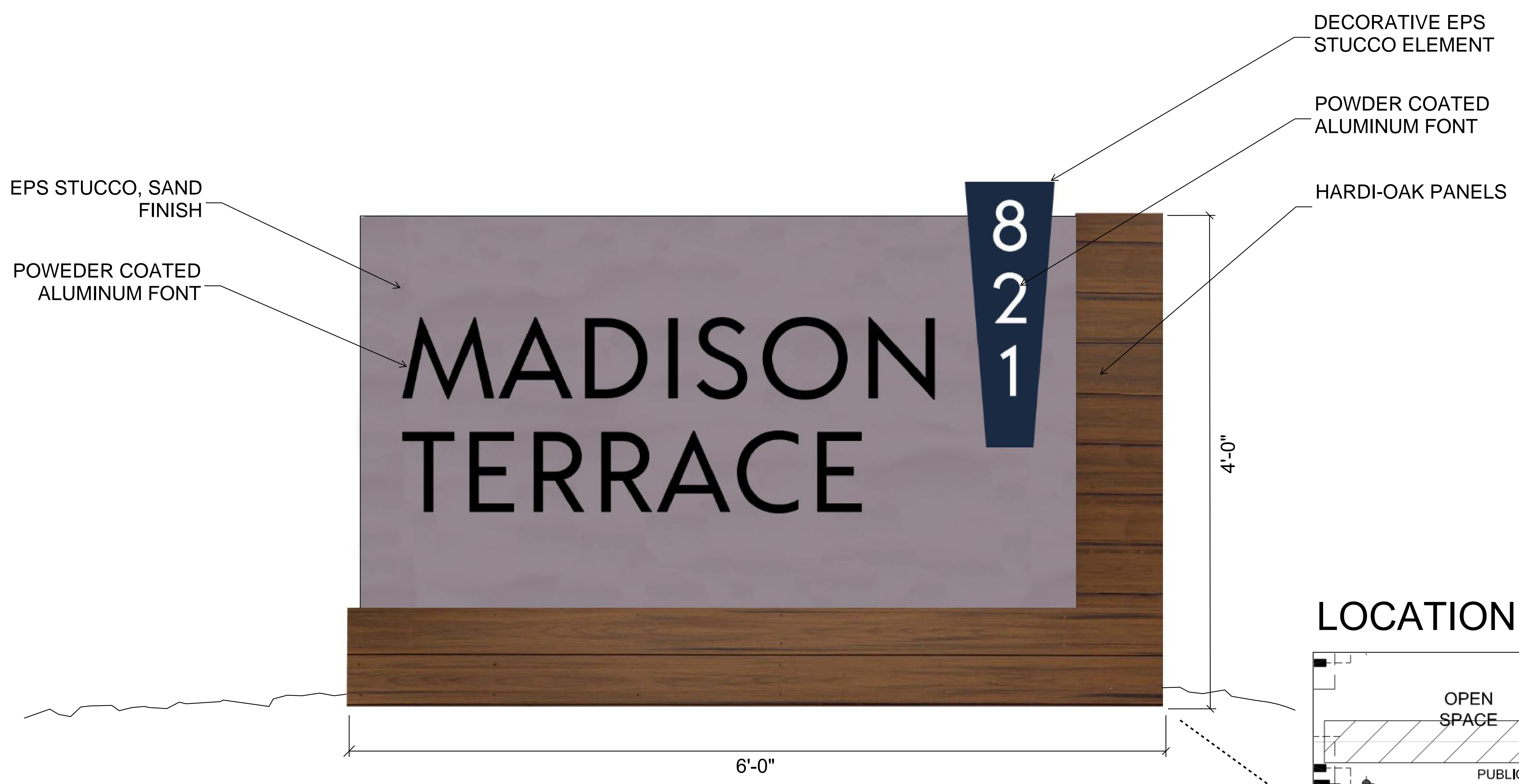
A203

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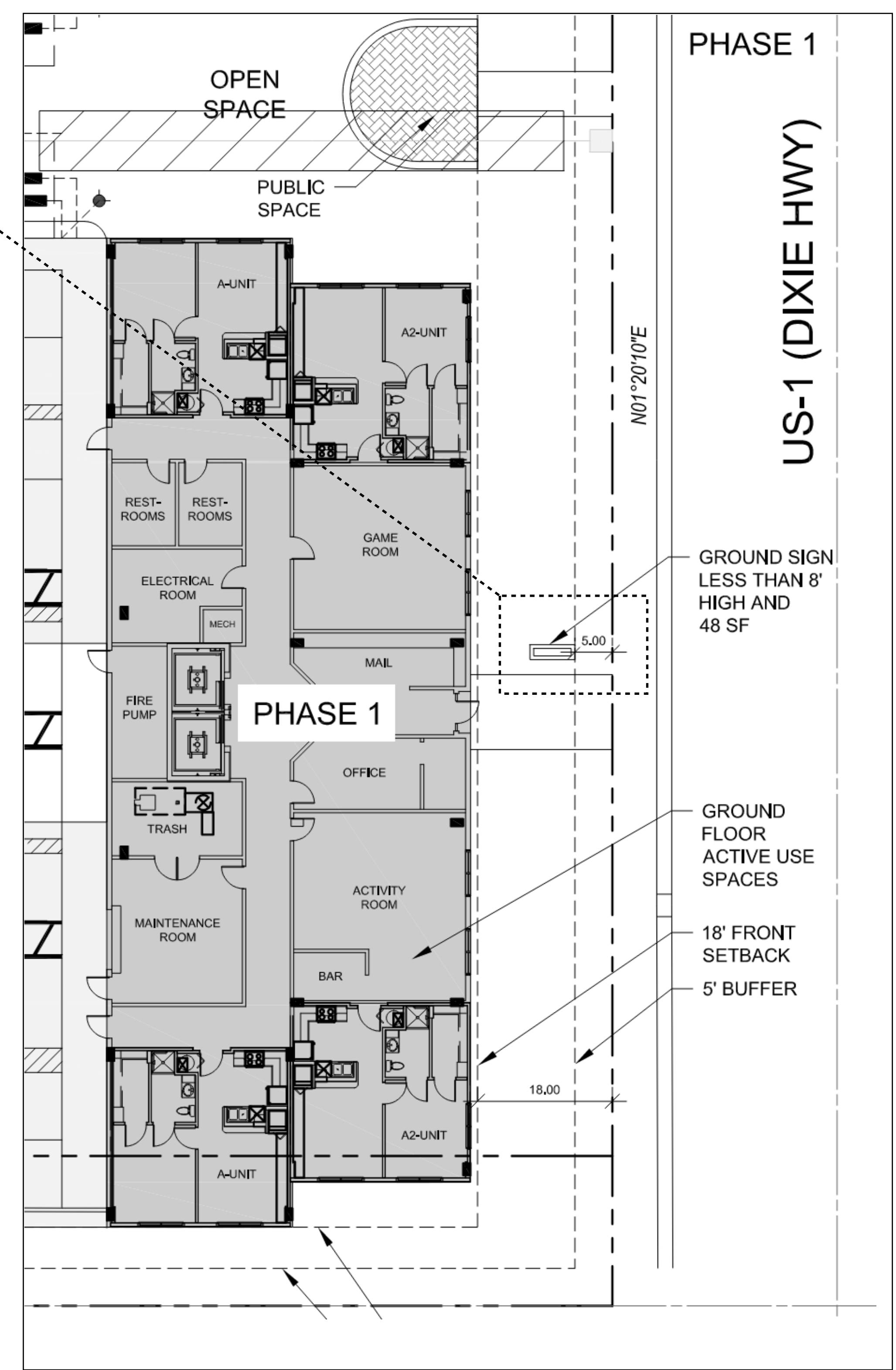
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1007 CHATHAM BREAK ST.
ORLANDO, FL 32828
PHONE 407-759-8622
DM@DMARCHS.COM



1 SIGN ELEVATION
N.T.S.

- NOTES;**
1. SIGN SHALL BE DOUBLE SIDED.
 2. SIGN AREA SF PER CODE ALLOWS FOR UP TO 400SF; PROPOSED AREA IS 48 SF (24 SF X 2)
 3. SETBACK FOR THE SIGN SHALL NOT BE LESS THAN 3'-0"; 5'-0" IS PROPOSED.
 4. UPLIGHTING SHALL BE PROVIDED ON EACH SIDE OF TEH SIGN.
 5. ALL LETTERING AND NUMBERING HEIGHT SHALL BE APPROVED BY THE FIRE DEPARTMENT PRIOR TO PERMITTING.

LOCATION MAP



ISSUE HISTORY

No.	Description	Date
1	URBAN PLANNED DEVELOPMENT	5/24/23
2		
3		
4		

REVISION HISTORY

No.	Description	Date
1	CITY COMMENTS	6/21/23

MADISON TERRACE

GROUND SIGN

Project number: 23-22
Date:
Drawn by:
Checked by: DAM

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DAVID A. MALLORY
FLORIDA LICENSE - AR100561

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Legal & Sketch for Vacating Rights-of-Way

EXHIBIT "A"
LEGAL DESCRIPTION AND SKETCH
THIS IS NOT A SURVEY

PAGE 1 OF 2

DESCRIPTION :

THE NORTH HALF OF THE 40 FOOT WIDE RIGHT OF WAY FOR 9TH AVENUE SOUTH AS SHOWN LYING SOUTH OF AND IMMEDIATELY ADJACENT TO LOTS 1 AND 16, BLOCK 253, PALM BEACH FARMS CO., PLAT NO. 2, TOWNSITE OF LUCERNE (N/K/A LAKE WORTH), ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 29 TO 40, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 16, SAID POINT ALSO BEING ON THE NORTH RIGHT OF WAY LINE OF 9TH AVENUE SOUTH; THENCE DEPARTING SAID RIGHT OF WAY LINE, PROCEED $S01^{\circ}20'10''W$ A DISTANCE OF 20.00 FEET TO A POINT ON THE CENTERLINE OF SAID RIGHT OF WAY; THENCE PROCEED $N88^{\circ}39'50''W$ ALONG SAID CENTERLINE A DISTANCE OF 280.00 FEET TO A POINT; THENCE PROCEED $N01^{\circ}20'10''E$ A DISTANCE OF 20.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 1, BLOCK 253; THENCE PROCEED $S88^{\circ}39'50''W$ ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 280.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 5600.0 SQUARE FEET±

SURVEYORS' NOTES:

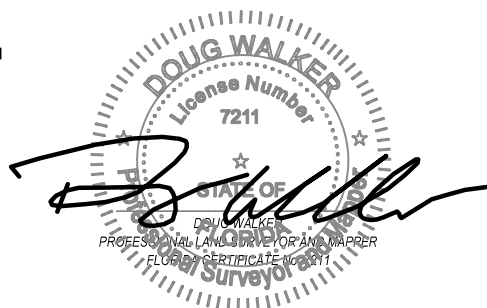
1. THIS SKETCH OF DESCRIPTION MEETS STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17.050-.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO FLORIDA STATUTES.
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4. THIS SKETCH AND LEGAL IS BASED ON A SURVEY PREPARED BY THIS OFFICE.



**PRINCIPAL
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SURVEYING INC.**

4546 CAMBRIDGE STREET
WEST PALM BEACH, FL 33415
PHONE 833.478.7764 / FAX 561.478.1094
WWW.PMSURVEYING.NET

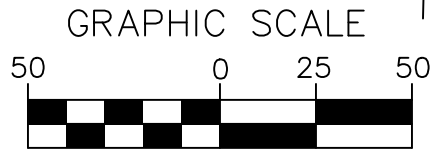
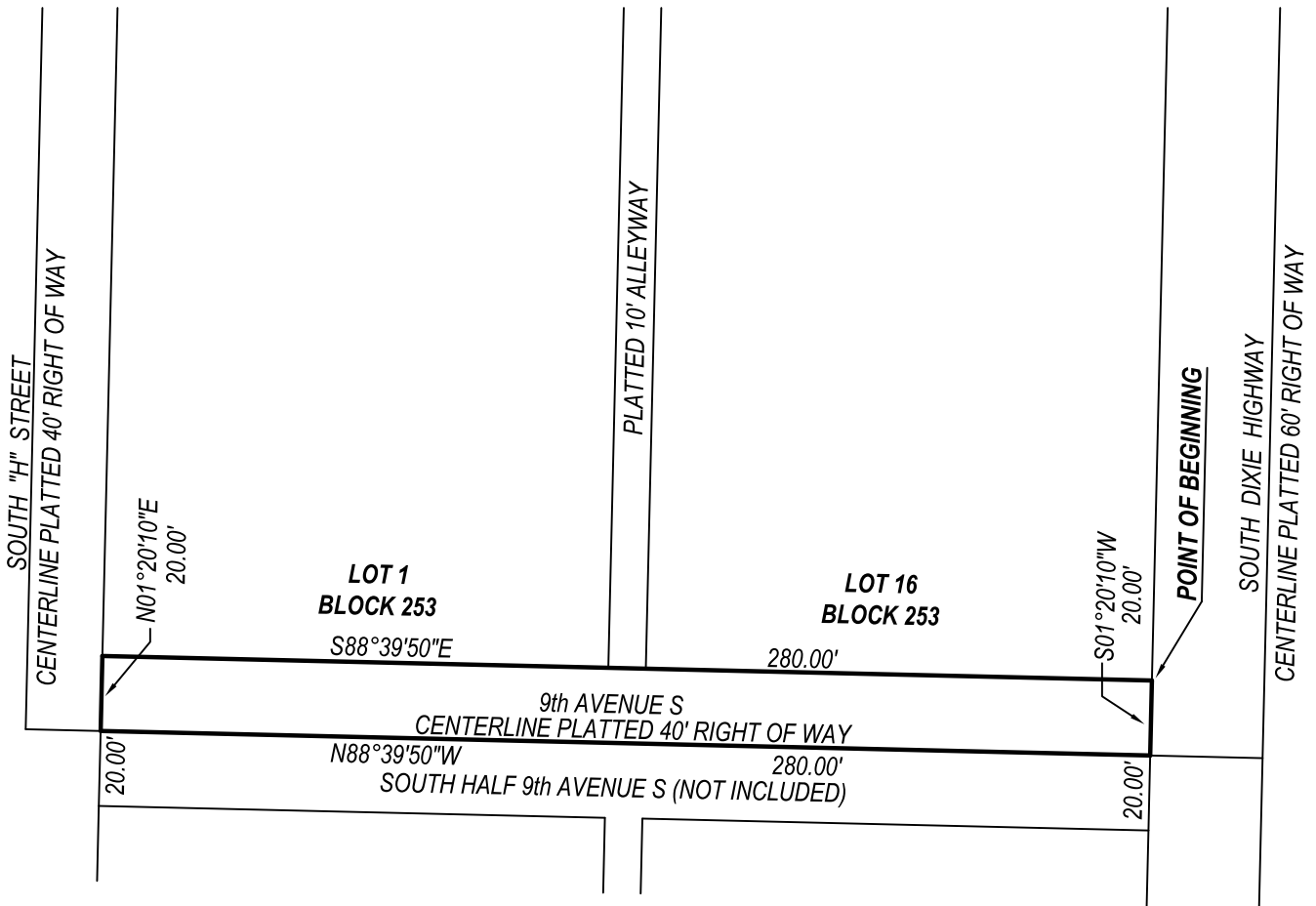
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DATE: 06-21-23

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PAGE 2 OF 2



1 INCH = 50 FT.



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CONTAINING 500.0 SQUARE FEET±

SURVEYORS' NOTES:

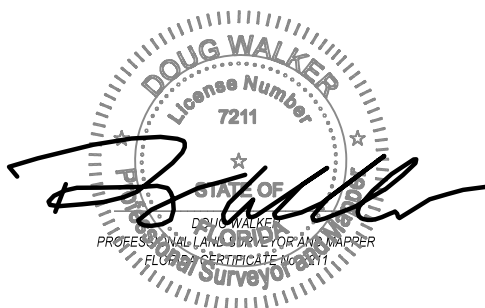
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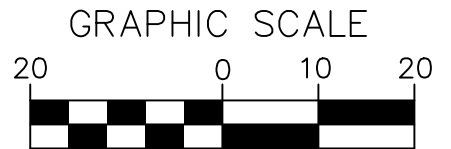
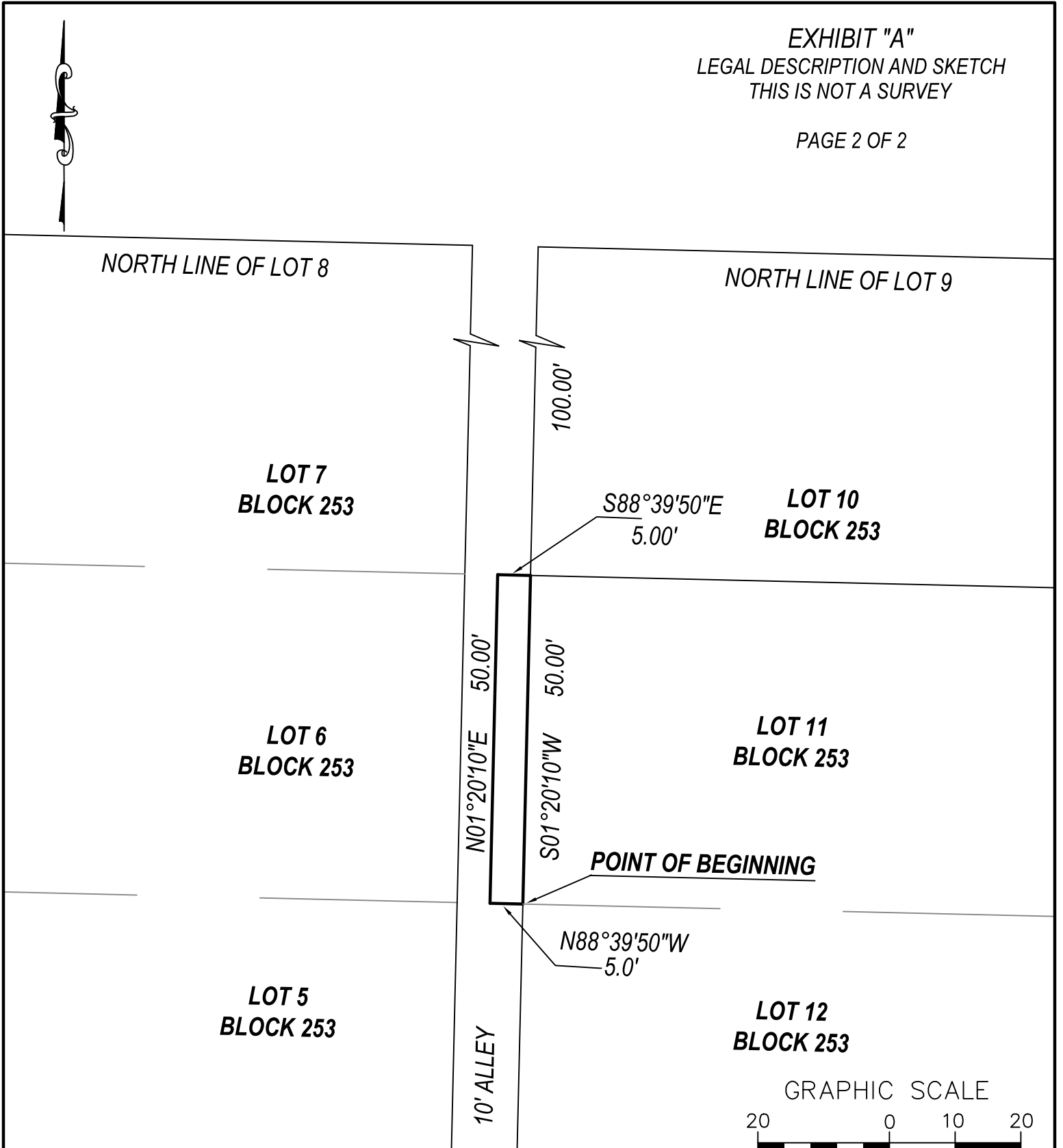
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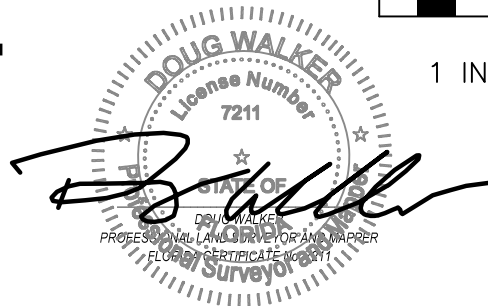
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CONTAINING 2500.0 SQUARE FEET±

SURVEYORS' NOTES:

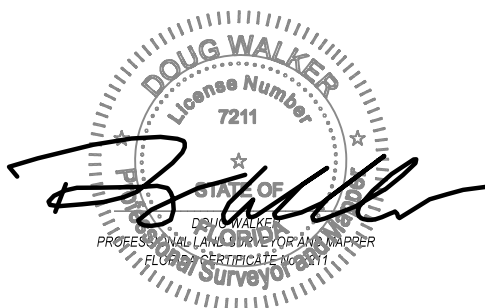
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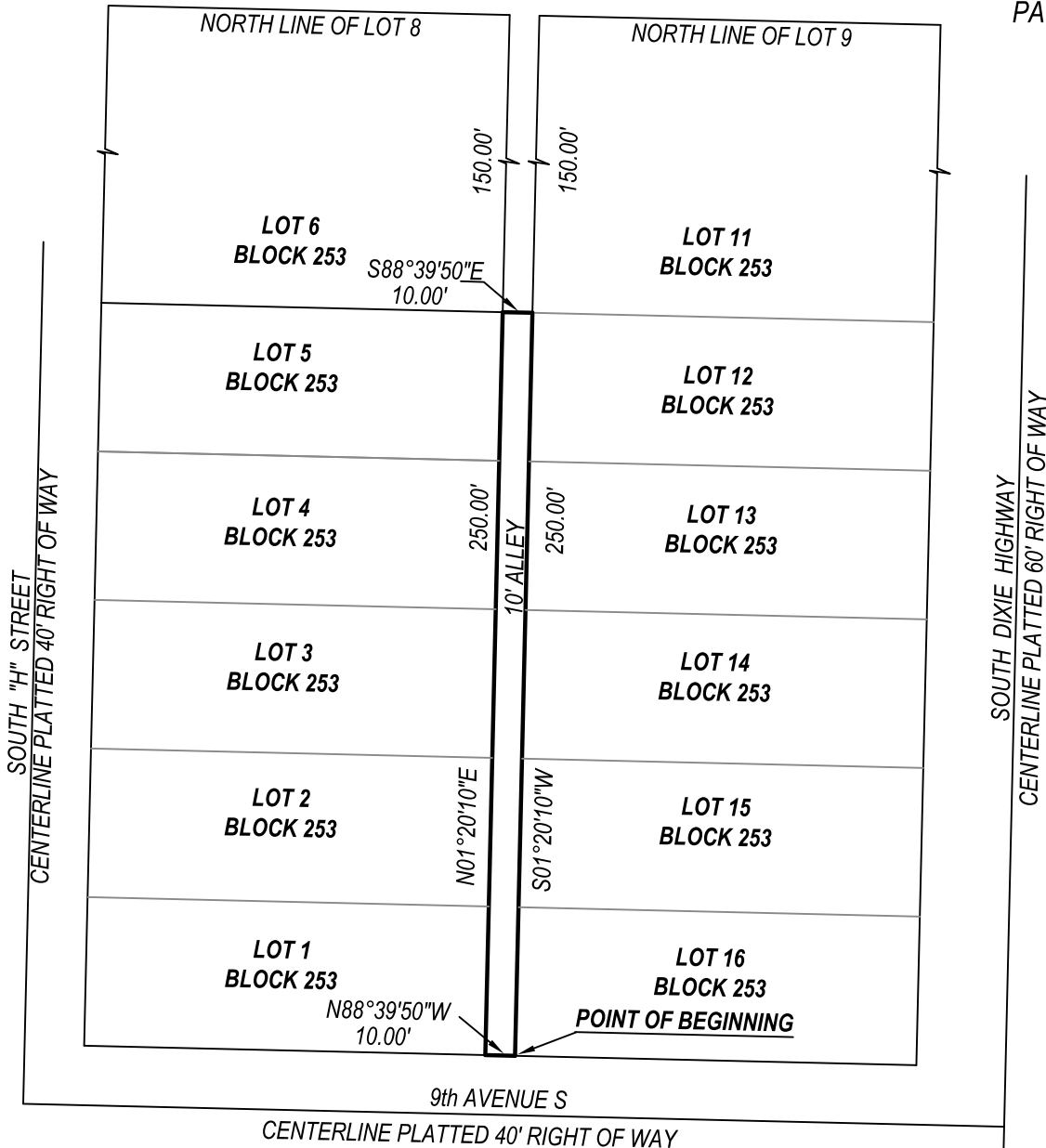
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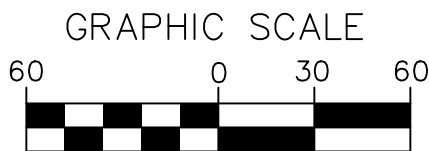
DATE: 06-21-23

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PAGE 2 OF 2



CENTERLINE PLATTED 40' RIGHT OF WAY



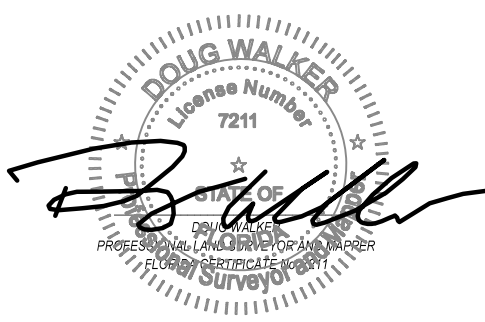
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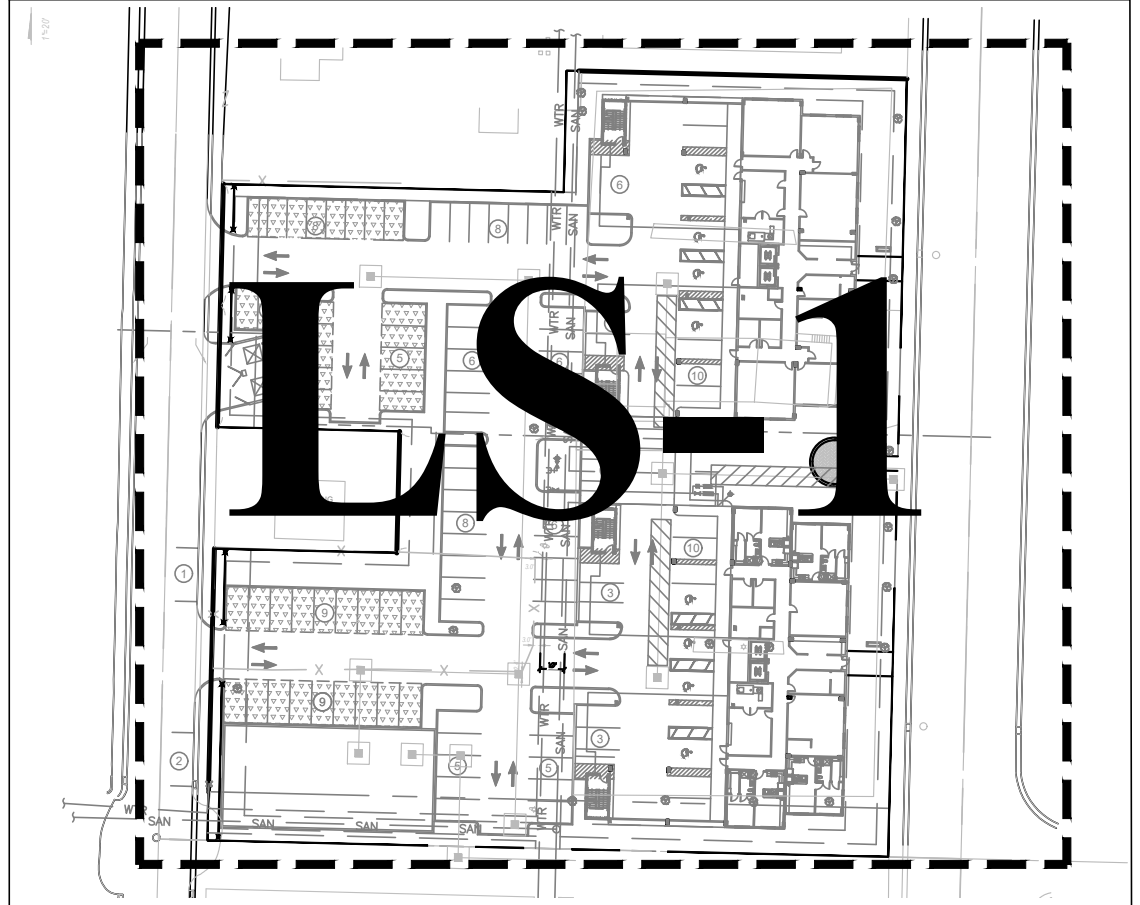
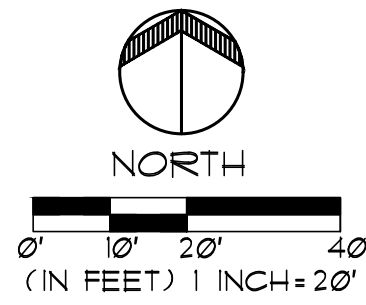
DATE: 06-21-23

Landscape Plans

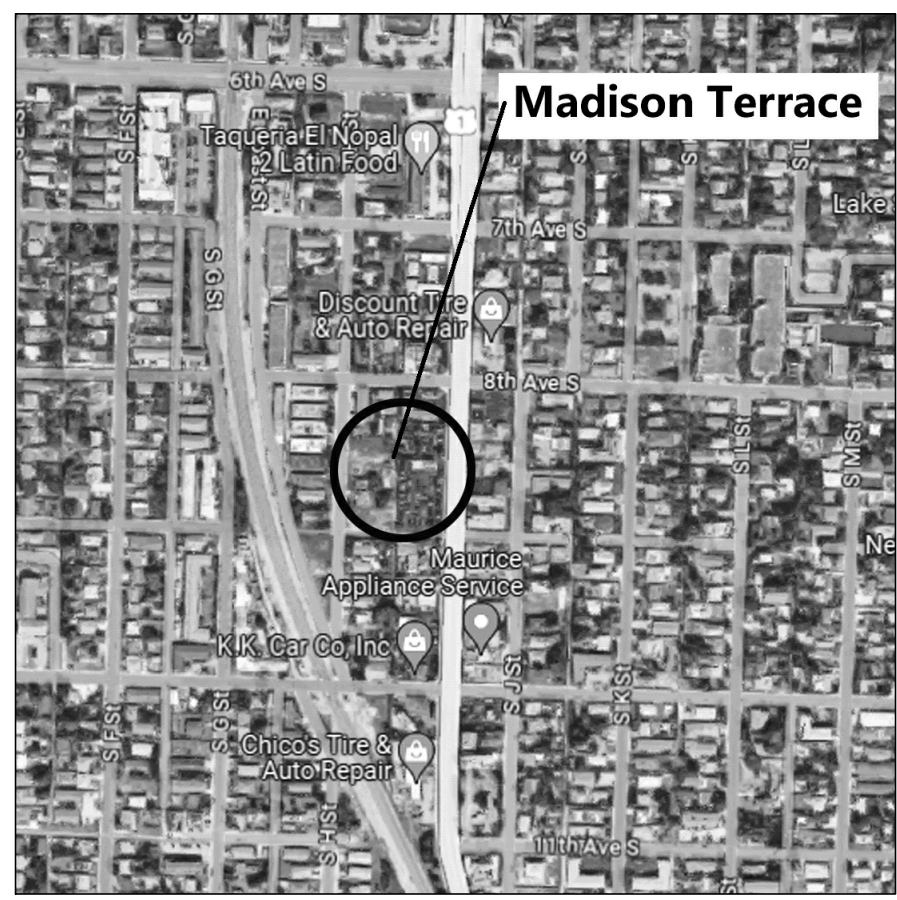
NOTE:
 PLANTINGS WITHIN THE UTILITY EASEMENT WILL BE LIMITED TO SHRUBS, GROUNDCOVERS & SOD. IF MODIFICATIONS TO THE PLANTING DESIGN OR ROOT BARRIERS IN SPECIFIC LOCATIONS ARE NEEDED, THEY WILL BE ADDRESSED AT CONSTRUCTION PERMITTING AND PRIOR TO INSTALLATION.

SCHEDULE OF DRAWINGS

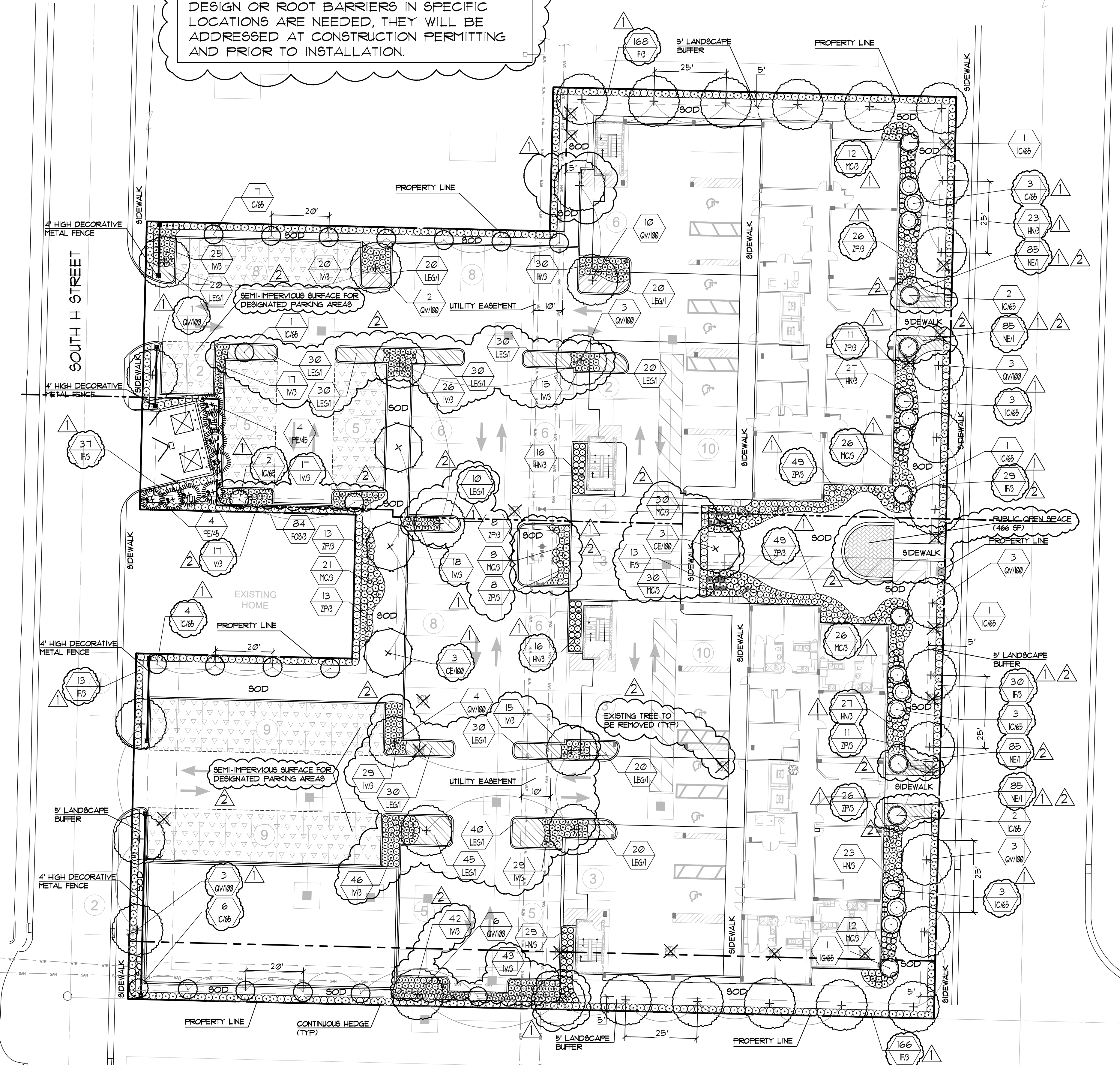
LS-1	LANDSCAPE PLAN 1
LD-1	LANDSCAPE DETAILS & PLANT LIST



KEY MAP
SCALE: T.B.



LOCATION MAP
SCALE: T.B.



STATE HWY 805

LANDSCAPE CALCULATIONS:

- IMPERVIOUS COVERAGE**
- TOTAL ACREAGE: 78,850 SF (1.81 AC)
 - TOTAL IMPERVIOUS: 50,944 SF
 - 50,944 / 78,850 = 64.6% (65% MAX. ALLOWED)
- PERIMETER LANDSCAPE BUFFER**
- 5' REQUIRED PERIMETER LANDSCAPE STRIP BETWEEN OFF-STREET PARKING AND ROW: 110 LF.**
- REQUIRED: 1 MEDIUM TREE = 110 LF / 20 LF = 6, PROVIDED: 11
 - CONTINUOUS 3' HEDGE
- PERIMETER LANDSCAPE BETWEEN OFF-STREET PARKING AND ABUTTING PROPERTIES**
- 144 LF OF VUA FRONTING ABUTTING PROPERTY
- REQUIRED: 1 MEDIUM TREE = 144 / 20 LF = 7, PROVIDED: 18
 - CONTINUOUS 3' HEDGE
- PERIMETER LANDSCAPE BETWEEN OTHER VEHICULAR USE**
- REQUIRED: 1 LARGE TREE = 296 LF / 25 LF = 8, PROVIDED: 12
 - CONTINUOUS 3' HEDGE
- NORTH PERIMETER LANDSCAPE BUFFER**
- REQUIRED: 1 LARGE TREE = 185 LF / 25 LF = 7, PROVIDED: 1
 - REQUIRED: 1 MEDIUM TREE = 140 / 20 LF = 7, PROVIDED: 1
 - CONTINUOUS 3' HEDGE
- SOUTH PERIMETER LANDSCAPE BUFFER**
- REQUIRED: 1 LARGE TREE = 181 LF / 25 LF = 7, PROVIDED: 1
 - REQUIRED: 1 MEDIUM TREE = 122 / 20 LF = 6, PROVIDED: 6
 - CONTINUOUS 3' HEDGE
- INTERIOR LANDSCAPE FOR PARKING AREAS**
- TOTAL PARKING LOT AREA: 50,012 SF x 20% = 1,002 SF
 - TOTAL REQUIRED VUA LANDSCAPE ISLANDS: 1,002 SF (20%)
 - PROVIDED: 5,201 SF (2,395 SF SHORT)
- INTERIOR LANDSCAPE (EXCLUSIVE OF VUA AND BUILDINGS): 6,806 SF**
- REQUIRED: 1 MEDIUM TREE = 6,806 SF / 400 SF = 17, PROVIDED: 20
- NATIVE PLANT MATERIAL CALCULATIONS**
- SEVENTY-FIVE (75) PERCENT OF REQUIRED TREE SPECIES SHALL BE NATIVE: PROVIDED = (100%)
 - SEVENTY-FIVE (75) PERCENT OF REQUIRED SHRUB SPECIES SHALL BE NATIVE: PROVIDED = (100%)
- NO MORE THAN 50% OF LANDSCAPE AREAS SHALL BE SOD. TOTAL LANDSCAPE AREA = 21,906, TOTAL PROVIDED SOD = 9,341 SF (33.5%)
 - HEDGE/FENCE PROVIDED TO SCREEN MECHANICAL EQUIPMENT
- NOTE:**
 ALL LANDSCAPED AREAS SHALL BE PROVIDED WITH AN IRRIGATION SYSTEM, AUTOMATICALLY OPERATED, TO PROVIDE COMPLETE COVERAGE OF ALL PLANT MATERIALS TO BE MAINTAINED. THIS SYSTEM SHOULD BE DESIGNED TO AUTOMATICALLY SHUT OFF WHEN RAINING. IRRIGATION SYSTEM SHALL BE EQUIPPED WITH RAIN SENSOR.

FOREMAN CONSULTING, INC.
 LANDSCAPE ARCHITECTURE
 ARCHITECTURE
 DEVELOPMENT CONSULTING
 LAND PLANNING
 246 W. WASHINGTON ST., SUITE 100
 MADISON, WI 53703
 TEL: 608.261.1111
 FAX: 608.261.1112

NO.	DATE	BY	CHK.	DESCRIPTION
1	08-23-23	KJF	KJF	REVISED PER CITY COMMENTS
2	08-23-23	KJF	KJF	REVISED PER CITY COMMENTS

MADISON TERRACE
 PREPARED FOR: PARAMETRIC DESIGN & DEVELOPMENT
 LAKE WORTH BEACH
LANDSCAPE PLAN 1

DATE: 04-25-2023
 SCALE: 1" = 20'
 DRAWN BY: ZYM
 DESIGNED BY: KJF
 CHECKED BY: KJF

SHEET NO.
 LS-1

Color Renderings



HINSON
TERRACE





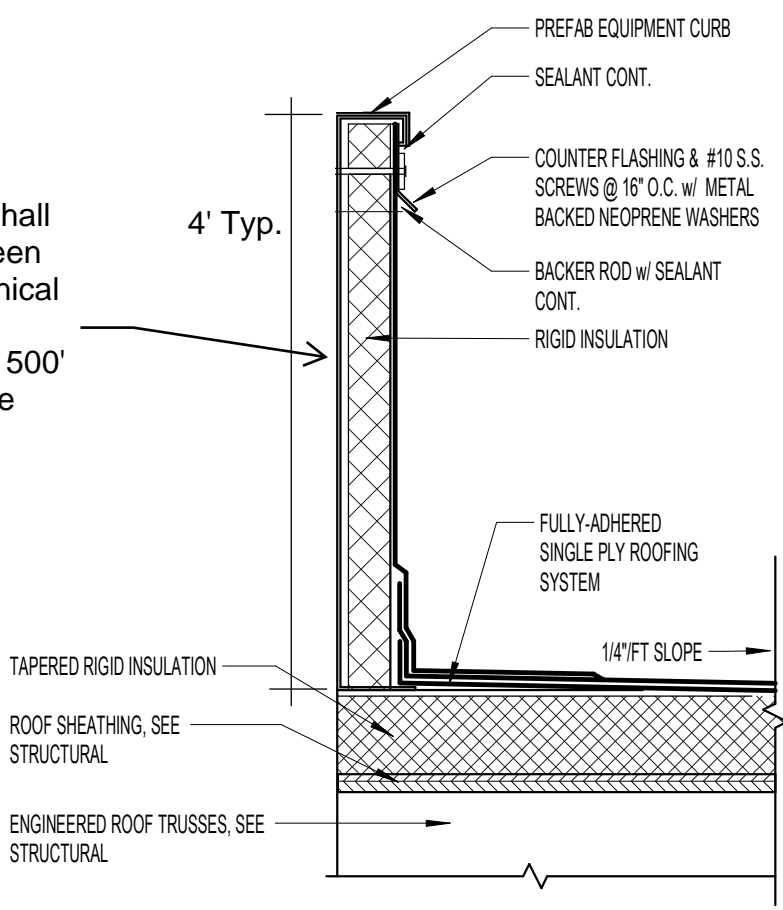






Rooftop Mechanical Screening

Height of parapet shall be sufficient to screen all roof top mechanical equipment from a distance of at least 500' from the base of the building



Traffic Impact Analysis & TPS Review Letter



June 15, 2023

Anna Lai, P.E., PTOE
Simmons & White, Inc.
2581 Metrocentre Blvd, Suite 3
West Palm Beach, FL 33407

**RE: Madison Terrace
Project #: 230520
Traffic Performance Standards (TPS) Review**

Dear Ms. Lai:

The Palm Beach County Traffic Division has reviewed the above referenced project Traffic Impact Statement, dated May 11, 2023, 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:	East side of S H Street, about 500 feet north of 10 th Avenue S
PCN:	38-43-44-21-15-253-0010 (additional PCNs in file)
Access:	Two access driveway connections onto S H 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:	Senior Residential (55+ Attached) = 176 DUs
New Daily Trips:	570
New Peak Hour Trips:	35 (12/23) AM; 44 (25/19) PM
Build-out:	December 31, 2028

Based on our review, the Traffic Division has determined the proposed development is located within the Coastal Residential Exception Area; therefore, the project 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.

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

**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**

- Gregg K. Weiss, Mayor
- Maria Sachs, Vice Mayor
- Maria G. Marino
- Michael A. Barnett
- Marci Woodward
- Sara Baxter
- Mack Bernard

County Administrator

Verdenia C. Baker

"An Equal Opportunity
Affirmative Action Employer"



Anna Lai, P.E., PTOE

June 15, 2023

Page 2

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 HAkif@pbcgov.org.

Sincerely,

Hanane Akif, P.E.
Professional Engineer
Traffic Division

QB:HA:jb

ec:

Erin Fitzhugh Sita, AICP, Assistant Director-Planning, Zoning, & Preservation Community Sustainability Department, City of Lake Worth Beach
Quazi Bari, P.E., PTOE, Manager – Growth Management, Traffic Division
Alberto Lopez, Technical Assistant III, Traffic Division

File: General - TPS - Mun - Traffic Study Review
F:\TRAFFIC\HAMUNICIPALITIES\APPROVALS\2023\230520 - MADISON TERRACE.DOCX;

INSIGNIFICANT TRAFFIC IMPACT STATEMENT

MADISON TERRACE
PALM BEACH COUNTY, FLORIDA

Prepared for:

New South Residential
558 W. New England Avenue
Suite 250
Winter Park, Florida 32789

Job No. 23-064

Date: May 11, 2023

Anna Lai, P.E., PTOE
FL Reg. No. 78138

**Anna Lai, P.E., State of Florida, Professional
Engineer, License No. 56934**

**This item has been digitally signed
and sealed by Anna Lai, P.E., on 05/11/2023**

**Printed copies of this document are not considered signed
and sealed and the signature must be verified on
any electronic copies.**

TABLE OF CONTENTS

1.0 SITE DATA	2
2.0 PURPOSE OF STUDY	2
3.0 TRAFFIC GENERATION	3
4.0 RADIUS OF DEVELOPMENT INFLUENCE	3
5.0 TRIP DISTRIBUTION	4
6.0 TEST 1 BUILD-OUT ANALYSIS	4
7.0 SITE RELATED IMPROVEMENTS	4
8.0 CONCLUSION	4

1.0 SITE DATA

The subject parcel is located at 821 S. Dixie Highway in the City of Lake Worth, Florida and contains approximately 1.62 acres. The Property Control Numbers (PCNs) for the subject parcel are as follows:

38-43-44-21-15-253-0010	38-43-44-21-15-253-0040
38-43-44-21-15-253-0020	38-43-44-21-15-253-0110
38-43-44-21-15-253-0032	

Proposed site development consists of 176 55+ age-restricted multifamily dwelling units with a project build-out of 2028. Site access is proposed via two (2) full access driveway connections to South H Street. For additional information concerning site location and layout, please refer to the Site Plan.

2.0 PURPOSE OF STUDY

This study will analyze the proposed development's impact on the surrounding major thoroughfares within the project's radius of development influence in accordance with the Palm Beach County Unified Land Development Code Article 12 – Traffic Performance Standards. The Traffic Performance Standards state that a Site Specific Development Order for a proposed project shall meet the standards and guidelines outlined in two separate "Tests" with regard to traffic performance. However, the proposed 42 residential dwelling units would qualify for the Coastal Residential Exception as outlined in the TPS.

Test 1, or the Build-out Test, relates to the build-out period of the project and requires that a project not add traffic within the radius of development influence which would have total traffic exceeding the adopted LOS at the end of the build-out period. This Test 1 analysis consists of two parts and no project shall be approved for a Site Specific Development Order unless it can be shown to satisfy the requirements of Parts One and Two of Test 1.

Part One – Intersections, requires the analysis of major intersections, within or beyond a project's radius of development influence, where a project's traffic is significant on a link within the radius of development influence. The intersections analyzed shall operate within the applicable threshold associated with the level of analysis addressed.

Part Two – Links, compares the total traffic in the peak hour, peak direction on each link within a project's radius of development influence with the applicable LOS "D" link service volumes. The links analyzed shall operate within the applicable thresholds associated with the level of analysis addressed.

This study will verify that the proposed development's traffic impact will meet the above Traffic Performance Standards.

3.0 TRAFFIC GENERATION

The Palm Beach County Unified Land Development Code Article 12 requires that for any application for a site specific development order on property on which there are vested uses shall be subject to the Palm Beach County Traffic Performance Standards to the extent the traffic generation projected for the site specific development order exceeds the traffic generation of the vested uses.

The generation rates and capture rates of the vested uses shall be updated to current pro forma traffic generation and passer-by rates and shall be used to calculate vested uses/current approval traffic.

The traffic to be generated by the proposed site modifications has been calculated in accordance with the traffic generation rates listed in the *ITE Trip Generation Manual, 11th Edition* and rates published by the Palm Beach County Engineering Traffic Division as shown in Tables 1, 2, and 3. Table 1 shows the daily traffic generation associated with the proposed development in trips per day (tpd). Tables 2 and 3 show the AM and PM peak hour traffic generation, respectively, in peak hour trips (pht). The traffic to be generated by the proposed 176 55+ age-restricted multifamily dwelling units may be summarized as follows:

Proposed Plan of Development

Daily Traffic Generation	=	570 tpd
AM Peak Hour Traffic Generation (In/Out)	=	35 pht (12 In/23 Out)
PM Peak Hour Traffic Generation (In/Out)	=	44 pht (25 In/19 Out)

The proposed 176 residential dwelling units would qualify for the Coastal Residential Exception as outlined in the TPS.

4.0 RADIUS OF DEVELOPMENT INFLUENCE

Based on Table 12.B.2.D-7 3A of the Palm Beach County Unified Land Development Code Article 12 – Traffic Performance Standards, for a net trip generation of 44 peak hour trips, the radius of development influence shall be 0.5 miles.

For Test 1, a project must address those links within the radius of development influence on which its net trips are greater than one percent of the LOS “D” of the link affected on a peak hour, peak direction basis AND those links outside of the radius of development influence on which its net trips are greater than five percent of the LOS “D” of the link affected on a peak hour, peak direction basis up to the limits set forth in Table 12.B.2.C-1 1A: LOS “D” Link Service Volumes.

For Test 2, a project must address those links within the radius of development influence on which its net trips are greater than three percent of the LOS “E” of the link affected on a peak hour, peak direction basis AND those links outside of the radius of development influence on which its net trips are greater than five percent of the LOS “E” of the link affected on a peak hour, peak direction basis up to the limits set forth in Table 12.B.2.C-4 2A: LOS “E” Link Service Volumes.

5.0 TRIP DISTRIBUTION

The project trips were distributed and assigned on the links within the radius of development influence based on the existing and anticipated traffic patterns. Figure 1 presents the trip distribution percentages.

6.0 TEST 1 BUILD-OUT ANALYSIS

Test 1, or the Build-Out Analysis, relates to the build-out period of the project and requires that a project not add traffic within the radius of development influence which would have total traffic exceeding the adopted LOS at the end of the build-out period. Tables 4 and 5 show the project's assignment is less than 1% of the applicable LOS "D" threshold and is insignificant for all links within the project's radius of development influence. This project therefore meets the requirements of Test 1.

7.0 SITE RELATED IMPROVEMENTS

The AM and PM peak hour volumes at the project entrances for the overall development with no reduction for pass by credits are shown in Tables 2 and 3 and may be summarized as follows:

Directional Distribution (Trips IN/OUT)	
AM =	12 / 23
PM =	25 / 19

Figure 2 presents the AM and PM peak turning movement volume assignments at the project driveway based on the directional distributions. As previously mentioned, site access is proposed via two (2) full access driveway connections to South H Street.

Based on the Palm Beach County Engineering Guidelines used in determining the need for turn lanes of 75 right turns or 30 left turns in the peak hour, and on the existing and proposed lanes, additional turn lanes are not warranted or recommended.

8.0 CONCLUSION

The proposed development has been estimated to generate 570 trips per day, 35 AM peak hour trips, and 44 PM peak hour trips at project build-out in 2028. The proposed 176 residential dwelling units would qualify for the Coastal Residential Exception as outlined in the TPS. A review of the links within the project's radius of development influence reveals that capacity is available to support the project and the project meets the requirements of the Palm Beach County Traffic Performance Standards.

MADISON TERRACE

05/09/23

PROPOSED DEVELOPMENT

TABLE 1 - Daily Traffic Generation

Landuse	ITE Code	Intensity	Rate/Equation	Dir Split		Gross Trips			Internalization			External Trips			Pass-by Trips			Net Trips	
				In	Out	In	Out	Total	%	In	Out	Total	In	Out	Total	%	In		Out
55+ SF Attached	252	176	3.24					570			0		570			0%	0		570
Grand Totals:								570			0		570			0%	0		570

TABLE 2 - AM Peak Hour Traffic Generation

Landuse	ITE Code	Intensity	Rate/Equation	Dir Split		Gross Trips			Internalization			External Trips			Pass-by Trips			Net Trips		
				In	Out	In	Out	Total	%	In	Out	Total	In	Out	Total	%	In		Out	Total
55+ SF Attached	252	176	0.2	0.34	0.66	12	23	35	0	0	0	12	23	35	0%	0		12	23	35
Grand Totals:						12	23	35	0	0	0	12	23	35	0%	0		12	23	35

TABLE 3 - PM Peak Hour Traffic Generation

Landuse	ITE Code	Intensity	Rate/Equation	Dir Split		Gross Trips			Internalization			External Trips			Pass-by Trips			Net Trips		
				In	Out	In	Out	Total	%	In	Out	Total	In	Out	Total	%	In		Out	Total
55+ SF Attached	252	176	0.25	0.56	0.44	25	19	44	0	0	0	25	19	44	0%	0		25	19	44
Grand Totals:						25	19	44	0	0	0	25	19	44	0%	0		25	19	44



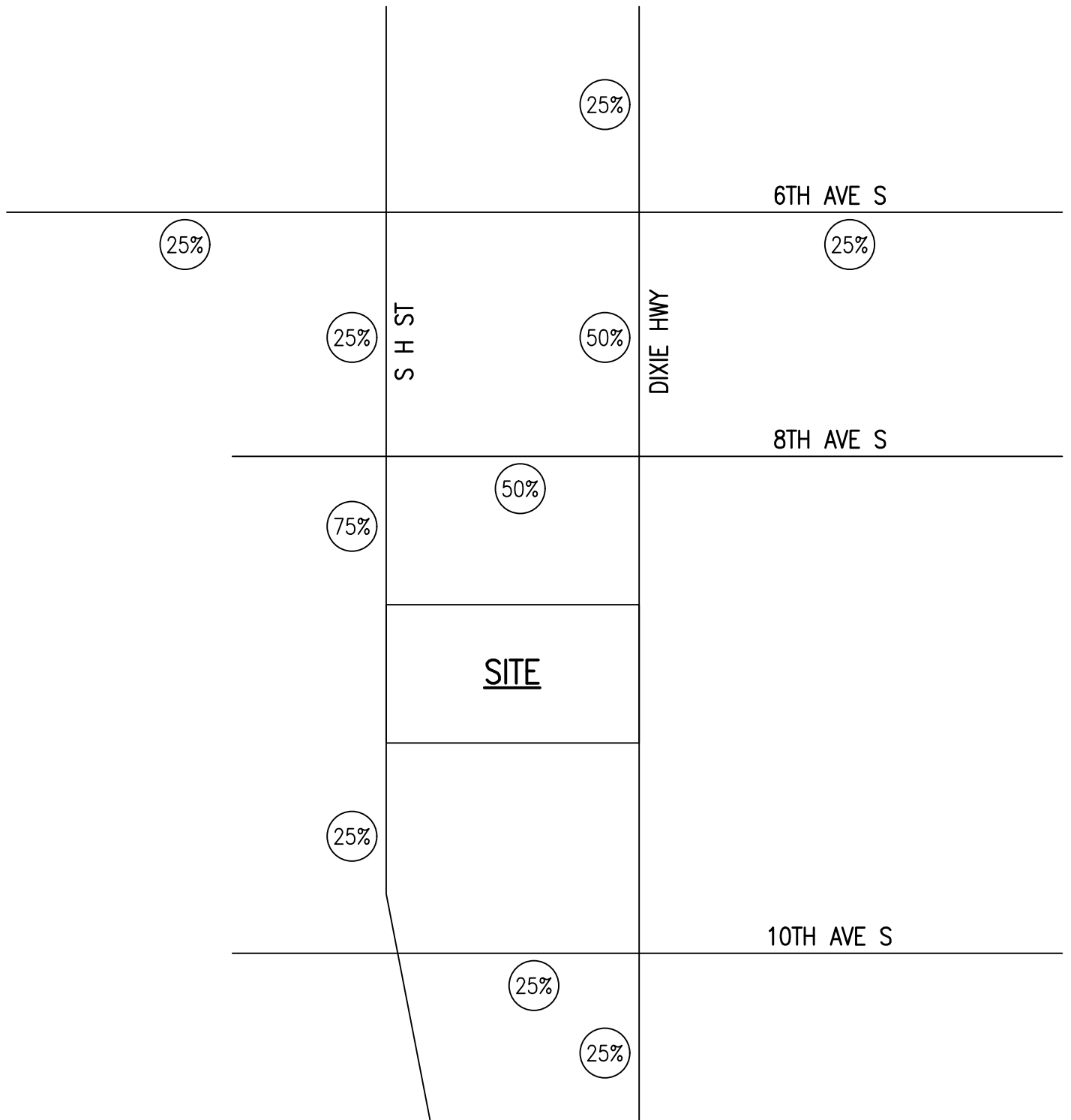


FIGURE 1
PROJECT DISTRIBUTION

LEGEND

 PROJECT DISTRIBUTION

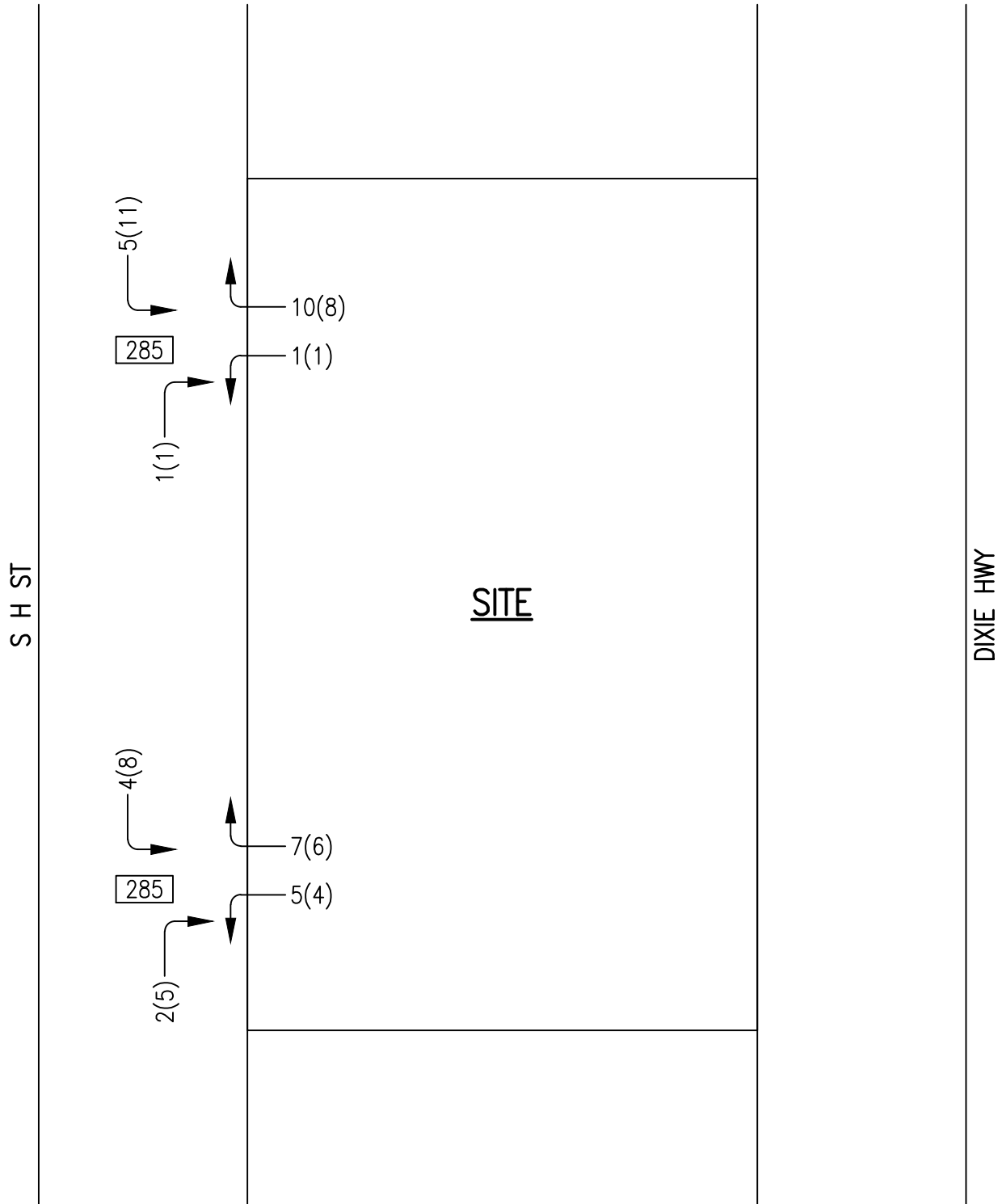


FIGURE 2
PROJECT TURNING MOVEMENTS

LEGEND

- 14 A.M. PEAK HOUR TURNING MOVEMENT
- (18) P.M. PEAK HOUR TURNING MOVEMENT
- 413 A.A.D.T.

**TABLE 4
TEST 1 - PROJECT SIGNIFICANCE CALCULATION
AM PEAK HOUR**

2028 BUILD OUT
0.5 MILE RADIUS OF DEVELOPMENT INFLUENCE
TOTAL AM PEAK HOUR PROJECT TRIPS (ENTERING) = 12
TOTAL AM PEAK HOUR PROJECT TRIPS (EXITING) = 23

STATION	ROADWAY	FROM	TO	PROJECT DISTRIBUTION	AM PEAK HOUR			LOS D STANDARD	TOTAL PROJECT IMPACT	PROJECT SIGNIFICANT
					EXISTING LANES	CLASS	DIRECTIONAL PROJECT TRIPS			
N/A	6TH AVENUE SOUTH	I-95	DIXIE HIGHWAY	25%	5	II	1770	0.34%	NO	
N/A	6TH AVENUE SOUTH	DIXIE HIGHWAY	FEDERAL HIGHWAY	25%	2	II	810	0.74%	NO	
N/A	DIXIE HIGHWAY	LAKE AVENUE	6TH AVENUE SOUTH	25%	4	II	1680	0.36%	NO	
N/A	DIXIE HIGHWAY	6TH AVENUE SOUTH	SITE	50%	4	II	1680	0.71%	NO	
N/A	DIXIE HIGHWAY	SITE	12TH AVENUE SOUTH	25%	4	II	1680	0.36%	NO	

NOTES:

* THE RESIDENTIAL PROJECT DISTRIBUTION DETAILED IN THIS TABLE IS FOR INFORMATIONAL PURPOSES ONLY. THE PROPOSED PROJECT IS LOCATED IN A COASTAL RESIDENTIAL EXCEPTION AREA AND THE RESIDENTIAL PORTION IS THEREFORE NOT REQUIRED.

**TABLE 5
TEST 1 - PROJECT SIGNIFICANCE CALCULATION
PM PEAK HOUR**

2028 BUILD OUT
0.5 MILE RADIUS OF DEVELOPMENT INFLUENCE
TOTAL PM PEAK HOUR PROJECT TRIPS (ENTERING) = 25
TOTAL PM PEAK HOUR PROJECT TRIPS (EXITING) = 19

STATION	ROADWAY	FROM	TO	PROJECT DISTRIBUTION	PM PEAK HOUR				LOS D STANDARD	TOTAL PROJECT IMPACT	PROJECT SIGNIFICANT
					PROJECT TRIPS	EXISTING LANES	CLASS	DIRECTIONAL TRIPS			
N/A	6TH AVENUE SOUTH	I-95	DIXIE HIGHWAY	25%	5	II	6	1770	0.34%	NO	
N/A	6TH AVENUE SOUTH	DIXIE HIGHWAY	FEDERAL HIGHWAY	25%	2	II	6	810	0.74%	NO	
N/A	DIXIE HIGHWAY	LAKE AVENUE	6TH AVENUE SOUTH	25%	4	II	6	1680	0.36%	NO	
N/A	DIXIE HIGHWAY	6TH AVENUE SOUTH	SITE	50%	4	II	13	1680	0.77%	NO	
N/A	DIXIE HIGHWAY	SITE	12TH AVENUE SOUTH	25%	4	II	6	1680	0.36%	NO	

NOTES:

* THE RESIDENTIAL PROJECT DISTRIBUTION DETAILED IN THIS TABLE IS FOR INFORMATIONAL PURPOSES ONLY. THE PROPOSED PROJECT IS LOCATED IN A COASTAL RESIDENTIAL EXCEPTION AREA AND THE RESIDENTIAL PORTION IS THEREFORE NOT REQUIRED.

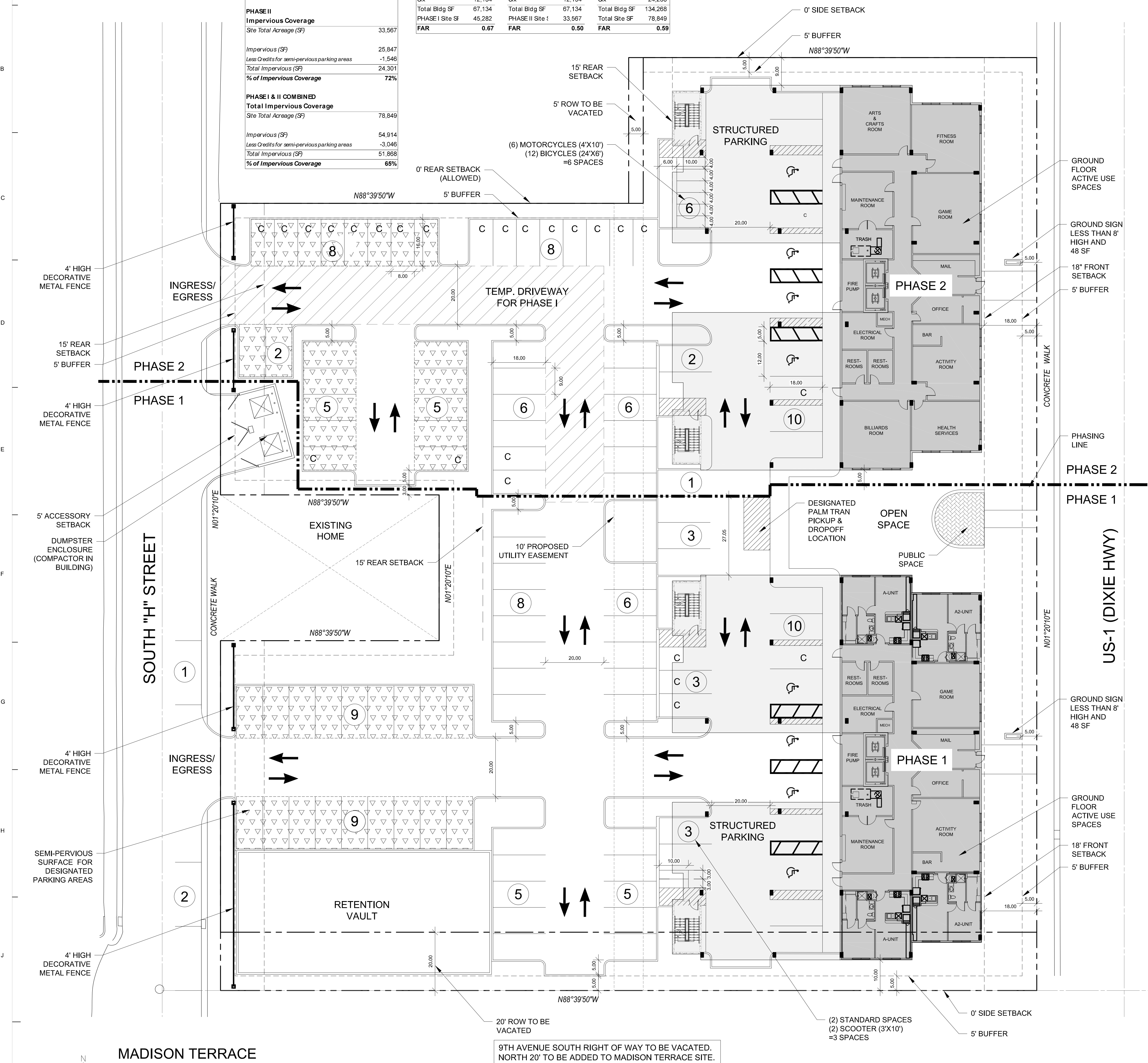
Master Development Site Plan



AA2604029
1007 CHATHAM BREAK ST.
ORLANDO, FL 32828
PHONE: 407-759-8622
DM@DMARCHS.COM

IMPERVIOUS COVERAGE	
PHASE I	
Impervious Coverage	45,282
Site Total Acreage (SF)	73,000
Impervious (SF)	29,067
Less Credits for semi-pervious parking areas	-1,500
Total Impervious (SF)	27,567
% of Impervious Coverage	60%
PHASE II	
Impervious Coverage	33,567
Site Total Acreage (SF)	46,500
Impervious (SF)	25,847
Less Credits for semi-pervious parking areas	-1,546
Total Impervious (SF)	24,301
% of Impervious Coverage	72%
PHASE I & II COMBINED	
Total Impervious Coverage	78,849
Site Total Acreage (SF)	119,500
Impervious (SF)	54,914
Less Credits for semi-pervious parking areas	-3,046
Total Impervious (SF)	51,868
% of Impervious Coverage	65%

FAR RATIOS (MAXIMUM ALLOWABLE 2.2 FAR)					
PHASE I		PHASE II		COMBINED FAR	
Floor	SF	Floor	SF	Floor	SF
One	6,536	One	6,536	One	13,072
Two	12,110	Two	12,110	Two	24,220
Three	12,110	Three	12,110	Three	24,220
Four	12,110	Four	12,110	Four	24,220
Five	12,134	Five	12,134	Five	24,268
Six	12,134	Six	12,134	Six	24,268
Total Bldg SF	67,134	Total Bldg SF	67,134	Total Bldg SF	134,268
PHASE I Site SF	45,282	PHASE II Site SF	33,567	Total Site SF	78,849
FAR	0.67	FAR	0.50	FAR	0.59



MADISON TERRACE
MASTER DEVELOPMENT PLAN
SCALE: 1" = 15'

9TH AVENUE SOUTH RIGHT OF WAY TO BE VACATED.
NORTH 20' TO BE ADDED TO MADISON TERRACE SITE.

SITE DATA - PHASE I & II COMBINED		
TYPE	REQUIREMENT	PROPOSED
Density	Max density 97.75 dwelling units per gross acre	Max Density 176
Lot Width	100 ft.	320 ft.
Height	71.25 ft. (Not to exceed 6 Stories)	Building I & II: 6 Stories
Setback	Front	10 ft. min. 18 ft.
	Rear	15 ft. min. 15 ft.
	Side	0 ft. min. 0 ft.
Total Impervious	Large Lot	65%
Maximum Wall Heights	Height with SB/P	45 ft. 68 ft.

SITE DATA - PHASE I		
TYPE	REQUIREMENT	PROPOSED
Density	Max density 97.75 dwelling units per gross acre	Max Density 87.5
Lot Width	100 ft.	174 ft.
Height	71.25 ft. (Not to exceed 6 Stories)	Building I & II: 6 Stories
Setback	Front	10 ft. min. 18 ft.
	Rear	15 ft. min. 15 ft.
	Side	0 ft. min. 0 ft.
Living Area	Multi-Family (Min.) Efficiency 400 SF 1 Bdrm 600 SF	430 576
Impervious	Large Lot	65%
Maximum Wall Heights	Height with SB/P	45 ft. 68 ft.

SITE DATA - PHASE II		
TYPE	REQUIREMENT	PROPOSED
Density	Max density 97.75 dwelling units per gross acre	Max Density 110.3
Lot Width	100 ft.	146 ft.
Height	71.25 ft. (Not to exceed 6 Stories)	Building I & II: 6 Stories
Setback	Front	10 ft. min. 18 ft.
	Rear	15 ft. min. 15 ft.
	Side	0 ft. min. 0 ft.
Living Area	Multi-Family (Min.) 1 Bdrm 600 SF	576
Impervious	Large Lot	65%
Maximum Wall Heights	Height with SB/P	45 ft. 68 ft.

PARKING - COMBINED			
Unit Type	Affordable Housing Min Requirement	Required	Proposed
Studio (14)	7	8	4
1 Bedroom (162)	1	168	119
Total		176	123
Category	Qty		
Handicapped	8		
Standard	82		
Sub-Total	90		
Compact & Equivalents			
Compact	26		
Bicycle Equivalent Spaces*	3		
Motorcycle/Scooter Equivalent Spaces*	4		
Sub-Total	33		
Total Parking Spaces		123	
Percentage of Compact & Equivalents*		26.8%	

PARKING - PHASE I			
Unit Type	Affordable Housing Min Requirement	Required	Proposed
Studio (14)	7	8	4
1 Bedroom (162)	1	83	60
Total		91	64
Category	Qty		
Handicapped	4		
Standard	55		
Sub-Total	59		
Compact & Equivalents			
Compact	4		
Bicycle Equivalent Spaces*	0		
Motorcycle/Scooter Equivalent Spaces*	1		
Sub-Total	5		
Total Parking Spaces		64	
Percentage of Compact & Equivalents*		7.8%	

PARKING - PHASE II			
Unit Type	Affordable Housing Min Requirement	Required	Proposed
Studio (14)	7	0	0
1 Bedroom (162)	1	85	59
Total		85	59
Category	Qty		
Handicapped	4		
Standard	27		
Sub-Total	31		
Compact & Equivalents			
Compact	22		
Bicycle Equivalent Spaces*	3		
Motorcycle/Scooter Equivalent Spaces*	3		
Sub-Total	28		
Total Parking Spaces		59	
Percentage of Compact & Equivalents*		47.5%	

ISSUE HISTORY		
No.	Description	Date
1	URBAN PLANNED DEVELOPMENT	5/24/23

REVISION HISTORY		
No.	Description	Date
1	CITY COMMENTS	6/21/23

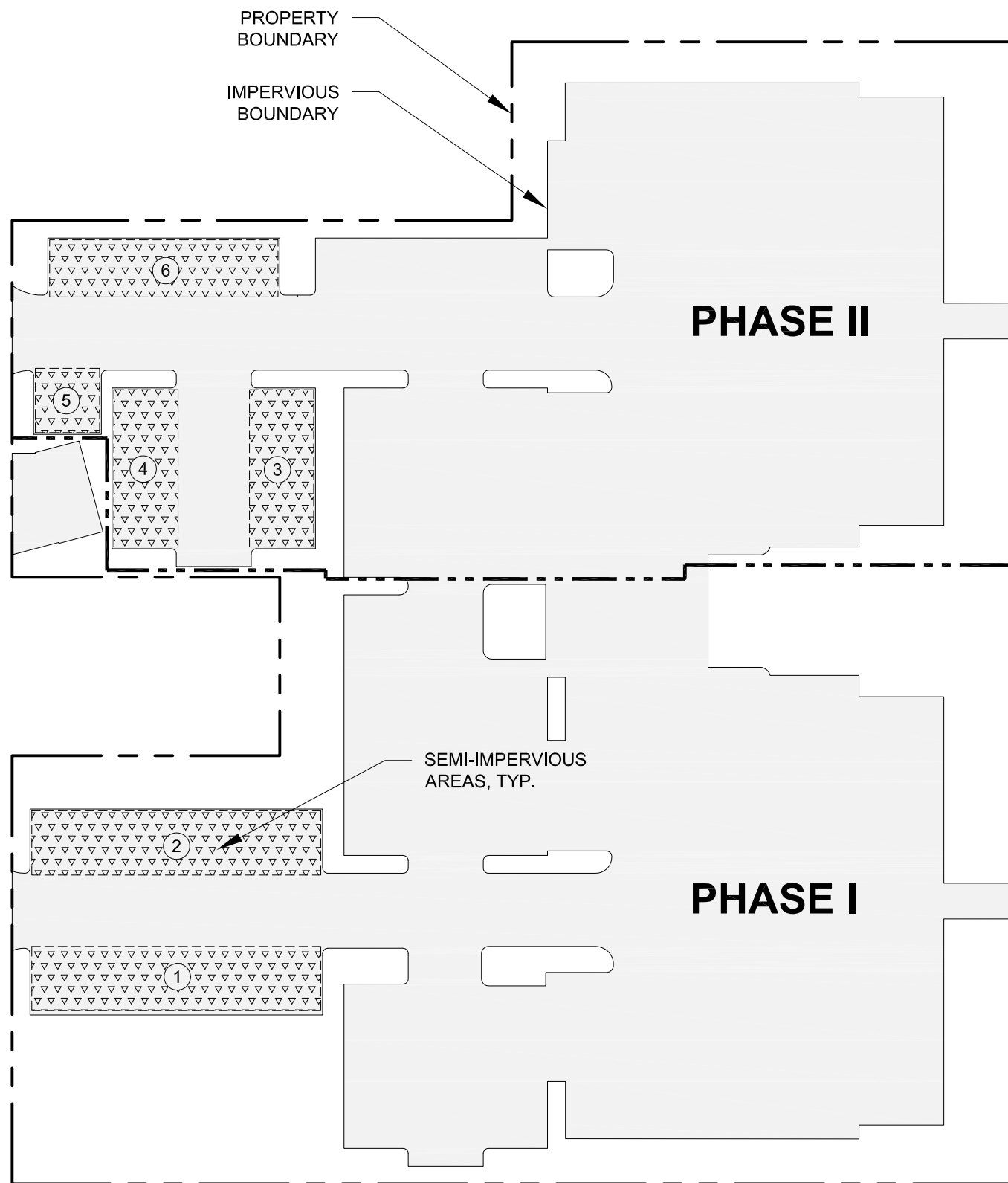
MADISON TERRACE
MASTER DEVELOPMENT PLAN

Project number: 23-22
Date:
Drawn by: ND
Checked by: DAM

A110
DAVID A. MALLORY
FLORIDA LICENSE - AR100561

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5/24/2023 3:00:02 PM



COMBINED (PHASE I & PHASE II)
 $51,868 / 78,849 = 65\%$ (NEEDS TO BE 65% OR LESS)

PHASE II
 PROPERTY: 33,567 SF
 TOTAL IMPERVIOUS BEFORE CREDITS: 25,847 SF

CREDITS:
SEMI-PERVIOUS PARKING AREAS
 PARKING AREA 3 = 832 SF
 PARKING AREA 4 = 832 SF
 PARKING AREA 5 = 364 SF
 PARKING AREA 6 = 1,064 SF
 TOTAL = 3,092 SF
 $3,092 \text{ SF} \times .50 = 1,546 \text{ SF CREDIT}$

FINAL CALCULATION:
 25,847 SF (GROSS IMPERVIOUS)
 - 1,546 SF (CREDITS FOR SEMI-PERVIOUS)
 24,301 SF (TOTAL NET IMPERVIOUS)

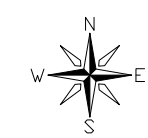
$24,301 \text{ SF} / 33,567 = 72\%$

PHASE I
 PROPERTY: 45,282 SF
 TOTAL IMPERVIOUS BEFORE CREDITS: 29,067 SF

CREDITS:
SEMI-PERVIOUS PARKING AREAS
 PARKING AREA 1 = 1,500 SF
 PARKING AREA 2 = 1,500 SF
 TOTAL = 3,000 SF
 $3,000 \text{ SF} \times .50 = 1,500 \text{ SF CREDIT}$

FINAL CALCULATION:
 29,067 SF (GROSS IMPERVIOUS)
 - 1,500 SF (CREDITS FOR SEMI-PERVIOUS)
 27,567 SF (TOTAL NET IMPERVIOUS)

$27,567 / 45,282 = 60\%$



MADISON TERRACE
 IMPERVIOUS SKETCH

SCALE: 1" = 40'
 SHEET SIZE 11X17

Market Analysis Study



A MARKET ANALYSIS OF

THE PROPOSED MADISON TERRACE, AN AGE, RENT, AND
INCOME RESTRICTED APARTMENT COMPLEX TO BE LOCATED
AT 821 SOUTH DIXIE HIGHWAY , LAKE WORTH, FLORIDA 33460

PREPARED FOR

NEW SOUTHERN RESIDENTIAL, LLC
558 WEST NEW ENGLAND AVENUE
WINTER PARK, FLORIDA 32789

ATTN: MR. STACY BANACH

LOCATION COORDINATES

LONGITUDE: -80.0581

LATITUDE: 26.60551

DATE OF REPORT

APRIL 20, 2023

PREPARED BY

MERIDIAN APPRAISAL GROUP, INC.

ROBERT VON, PRESIDENT

STATE-CERTIFIED GENERAL REAL ESTATE APPRAISER RZ1604



1331 SUNDIAL POINT
 WINTER SPRINGS, FLORIDA 32708
 TEL 407.875.6933
 FAX 407.875.1061

April 20, 2023

Mr. Stacy Banach
 New Southern Residential, LLC
 558 West New England Avenue
 Winter Park, Florida 32789

Re: Market Study of the 176 unit, age, rent, and income restricted apartment complex, located at 821 South Dixie Highway, Lake Worth, Palm Beach County, Florida 33460. The subject is located on the east side of South Dixie Highway, in Lake Worth, Palm Beach County, Florida.

Meridian File No: 23-SKO

Dear Mr. Banach:

As requested, we have prepared a market analysis for the proposed Madison Terrace apartments. The improvements will consist of a 176 unit complex. The subject will set aside 18 (10.227%) of the units for households earning 30% or less of the Area Median Income (AMI) and 158 (89.773%) of the units for households earning 60% or less of AMI. The subject will be restricted by the Housing Credit program. The demographic commitment is Elderly, therefore, at least one person in the household must be 55 years of age or older. The rent and income restrictions remain for 50 years from the placed in-service date.

The intended use of this report is for application purposes. The intended user of this report is New Southern Residential, LLC. No other use or users are intended.

The purpose of this market study is to provide:

1. A demographic analysis, including an Income Band Analysis and Capture Rate Analysis of the likely draw area;

To accomplish the previous objectives, we have conducted the following research and analysis:

1. Examination of the subject site, surrounding development patterns, demographics and other relevant factors that influence development potential.

This market analysis is the result of this evaluation, together with supporting data and documentation, as of the date of this report, April 20, 2023.

Summary of Conclusions

The following is the subject’s proposed unit mix.

Unit Mix with Set Asides				
Unit Type	Set Aside	# Of Units	Unit Size (S.F.)	Total S.F.
1/1	30% AMI	18	576	10,368
1/1	60% AMI	158	576	91,008
Total/Avg.		176	576	101,376

The total living area within the units is 101,376 square feet, resulting in an average unit size of 576 square feet.

The subject will set aside 18 (10.227%) of the units for households earning 30% or less of the Area Median Income (AMI) and 158 (89.773%) of the units for households earning 60% or less of AMI.

1. The subject will need to Capture only 1.7% of the Age and Income Qualified renter households within the three-mile ring. In addition, the Primary Market Area, defined as a 10-mile ring centered on the subject property, will add 130 Age and Income-Qualified renter households annually. Finally, According to the Florida Housing Finance Corporation's latest occupancy report, the Elderly projects within Palm Beach County are 98.4% occupied indicating significant demand.

The analyses, opinions and conclusions were developed, and this report has been prepared in conformance with the Uniform Standards of Professional Appraisal Practice as promulgated by the Appraisal Standards Board of the Appraisal Foundation and the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute.

This letter of transmittal precedes the consultation report, further describing the property and containing the reasoning and most pertinent data leading to the final conclusions. Your attention is directed to the "Extraordinary Assumptions/Extraordinary Limiting Conditions," "General Assumptions," "General Limiting Conditions" and "Certification," which have been included within the text of this report.

Respectfully submitted,
Meridian Appraisal Group, Inc.

Robert Von, President
State-Certified General Real Estate Appraiser RZ1604

RV:dmh

TABLE OF CONTENTS

DEFINITION OF IMPORTANT TERMS	1
LOCATION MAP	2
AERIAL MAP	3
DEMOGRAPHIC ANALYSIS	4
CERTIFICATION	12

ADDENDA
APPRAISERS' QUALIFICATIONS
RENT AND INCOME LIMITS

DEFINITION OF IMPORTANT TERMS

Capture Rate (CR)

The individual subject units are divided by Demand. If the subject contains 100 units and the potential demand is 2,000 then the Capture Rate is $100/2,000$ or 5%. Capture Rate helps to define the size of the subject relative to the size of the market.

Competitive Market Area (CMA)

Defined as the geographic area where the most competitive properties are located. These properties are utilized to determine achievable rent.

Cost-Burden (CB)

The percentage of income spent on housing includes rent plus utilities. A common CB target for affordable housing is 30%.

Growth of Income-Qualified Renter Households (Δ IQRH)

Potential demand currently is 2,000; however, five years from now the potential demand will grow to 2,500, indicating growth of 500 over the five-year period or an annual growth of potential demand of 100.

Level of Effort (LOE)

Supply divided by Demand. If the supply of affordable housing within a defined geographic area is equal to 500 and the potential demand within that same defined geographic area equals 2,000, then the Level of Effort is $500/2,000$ or 25%. Level of Effort defines how much of the potential demand has already been satisfied.

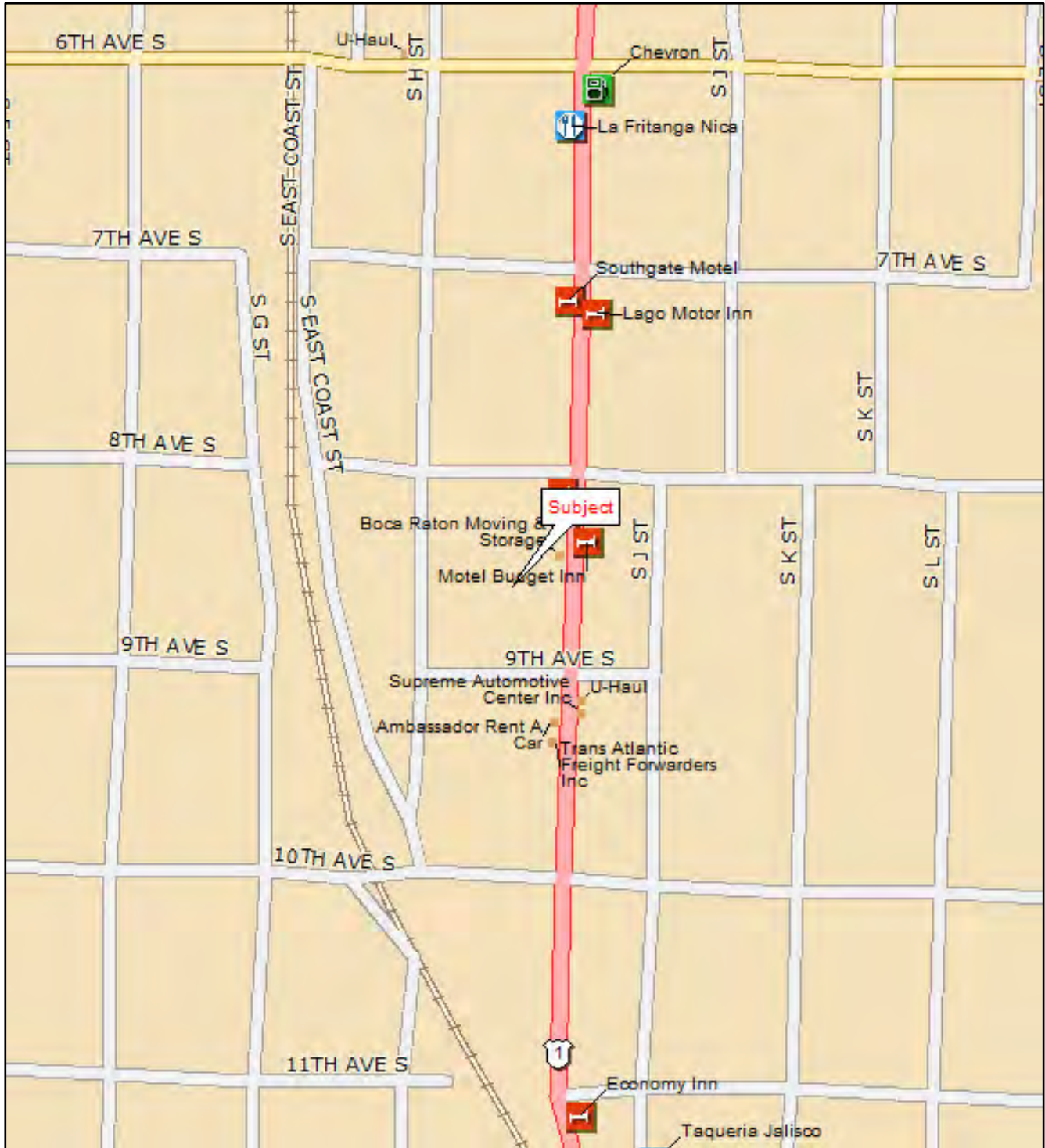
Primary Market Area (PMA)

Defined as the geographic area where most of the demand will come from. The area determination is based on data gathered in the Small Area Data (SAD) Case Study that can be found on the FHFC website. The study indicated that most affordable family projects receive about 2/3 to 3/4 of their tenants from within 10 miles.

Remaining Potential Demand (RPD)

Demand minus Supply. If the potential demand is 2,000 and the supply is 500 then the RPD is 2,000 minus 500 or 1,500. RPD helps to define how deep the remaining market is.

LOCATION MAP



AERIAL MAP



DEMOGRAPHIC ANALYSIS

Demographics of Market Areas

We have analyzed demographic information for three, five and 10-mile rings centered on the subject property and Palm Beach County. The 10-mile ring is the subject's Primary Market Area (PMA).

The data used in this analysis is from a Household Trend Report performed by Claritas, Inc. We have profiled the population growth, household growth and income characteristics of the market areas. Claritas' data is considered some of the most accurate in the industry; it reflects 2010 Census data.

Household Growth

Projected household growth trends indicate the three-mile ring will show the strongest rate of growth. The result will be positive household growth in all the market areas due to the size of the population base. About 8.0% of the county's growth is projected to occur within three miles of the subject. About 45.5% of the county's growth is projected to occur within 10 miles of the subject.

Household Growth-Age 55+				
	3-mile ring	5-mile ring	10-mile ring	Palm Beach
Households 2023 (est.)	19,216	44,511	151,536	349,901
Households 2028 (proj.)	20,823	48,017	161,338	371,449
% Change '23- '28	8.4%	7.9%	6.5%	6.2%
Absolute Change '23- '28	1,607	3,506	9,802	21,548
Average Change/Year	321	701	1,960	4,310

Household Size

The average household size (regardless of age) is largest in the five-mile ring (2.69 persons), followed by the three-mile ring. The trend is toward slightly larger average household sizes in the future in the three, five and 10-mile market areas and will remain similar on the county level.

Average Household Size Trend		
Market Area	2023	2028
3-mile ring	2.59	2.59
5-mile ring	2.69	2.69
10-mile ring	2.47	2.47
Palm Beach	2.41	2.42

Household Income

The average household income is highest on the County level, a trend that is expected to continue through 2028. Average household incomes are projected to increase between 2023 and 2028 in all the market areas.

Average Household Income Trend-Age 55+			
Market Area	2023 Estimate	2028 Projection	Change (23-28)
3-mile ring	\$87,377	\$97,496	11.6%
5-mile ring	\$84,905	\$94,824	11.7%
10-mile ring	\$94,253	\$104,863	11.3%
Palm Beach	\$110,822	\$122,799	10.8%

The median household incomes are highest on the County level, a trend that is expected to continue through 2028. Median household incomes are projected to increase between 2023 and 2028 in all the market areas.

DEMOGRAPHIC ANALYSIS (CONT'D)

Median Household Income Trend-Age 55+			
Market Area	2023 Estimate	2028 Projection	Change (23-28)
3-mile ring	\$56,964	\$63,254	11.0%
5-mile ring	\$59,419	\$65,678	10.5%
10-mile ring	\$63,890	\$70,760	10.8%
Palm Beach	\$72,458	\$80,552	11.2%

Household Income Distribution

All of the ring market areas have a relatively high number of senior households in the lower income categories, as about 45% to 47% of households earn less than \$50,000 annually. The following chart summarizes the proportion of households in each annual household income level. Note that the income ranges over \$50,000 contain larger income increments than the lower categories.

Household Income Distribution 2023 3, 5 & 10-Mile Rings Centered On Madison Terrace (26.60551, -80.0581)									
Market Area	3-Mi. Ring			5-Mi. Ring			10-Mi. Ring		
Total HH in Market Area	19,216			44,513			151,532		
Households 55 and Over Household Income	2023		Cum.	2023		Cum.	2023		Cum.
Less than \$15,000	2,481	2,481	12.9%	5,674	5,674	12.7%	18,074	18,074	11.9%
\$15,000 to \$24,999	1,982	4,463	10.3%	5,027	10,701	11.3%	16,217	34,291	10.7%
\$25,000 to \$34,999	2,037	6,500	10.6%	4,248	14,949	9.5%	14,192	48,483	9.4%
\$35,000 to \$49,999	2,304	8,804	12.0%	5,900	20,849	13.3%	19,906	68,389	13.1%
\$50,000 to \$74,999	2,900	11,704	15.1%	7,440	28,289	16.7%	24,236	92,625	16.0%
\$75,000 to \$99,999	2,062	13,766	10.7%	4,782	33,071	10.7%	16,807	109,432	11.1%
\$100,000 to \$124,999	1,514	15,280	7.9%	3,444	36,515	7.7%	12,208	121,640	8.1%
\$125,000 to \$149,999	953	16,233	5.0%	2,284	38,799	5.1%	8,251	129,891	5.4%
\$150,000 to \$199,999	972	17,205	5.1%	2,175	40,974	4.9%	7,825	137,716	5.2%
\$200,000 or more	2,011	19,216	10.5%	3,537	44,511	7.9%	13,820	151,536	9.1%
	100.0%			100.0%			100.0%		

Demand for Restricted Rent Units – Income Band Analysis for Subject Property

Income-Qualified Households

We have estimated the number of households within the market areas that will earn enough income to afford the subject units, but not so much as to exceed the maximum allowable income under the programs that will restrict the subject. The subject will set aside 18 (10.227%) of the units for households earning 30% or less of the Area Median Income (AMI) and 158 (89.773%) of the units for households earning 60% or less of AMI. This analysis will focus on the 60% AMI units.

The subject will be restricted by the Housing Credit program. We have attempted to reflect potential demand from households that would qualify for the subject units under similar programs only. Accordingly, the analysis excludes households that would require additional subsidies, such as Rental Assistance or Section 8, to afford the subject units. Restricted rent and income limit documentation from the Florida Housing Finance Corporation are included in the Addenda.

To determine the lower band of income per household that would qualify for the subject’s units, we applied a 45% housing expense ratio, which is estimated to be the most a household can afford to spend for housing (rent plus utilities). Applying a 45% housing expense ratio to the annualized housing expenditures for the least costly unit within the subject property results in a lower limit of the income band. Restricted rents for the subject are calculated based on the median income for the MSA, which is updated annually. Based on our estimated attainable rent, the lowest rent is for the one-bedroom units. Our estimated attainable gross rental rate is \$1,035 per month. The housing expense (rent plus utilities) is \$12,420 annually. Dividing this by the housing expense ratio of 45% results in an estimated minimum income of \$27,600, which will be used as the lower limit of income.

DEMOGRAPHIC ANALYSIS (CONT'D)

The upper limit of income is based on the maximum allowable income (per income restrictions) for a household that would occupy the largest unit offered. For elderly projects we estimate a maximum of two persons per unit. For the subject property, the maximum income for a two-person household at 60% set-aside is \$44,160.

No current data is available for household income by household size. The aggregate of all households within the qualifying income band does overestimate demand to some degree. However, we have set the upper limit based on a two-person household, which underestimates demand from larger households to some extent.

Due to the increments of the available data, we estimated the proportionate number of households in the income bands. About 74.0% of the households in the \$25,000 to \$34,999 income category falls between \$27,600 and \$34,999. About 61.1% of households in the \$35,000 to \$49,999 category earn \$44,160, or less.

The number of age and income-qualified households within the estimated income band is then multiplied by a propensity of renter-occupied housing; this figure is 40.1% for Palm Beach County. This estimate is based on the 2021 American Community Survey, which estimated tenure characteristics by income. The result is the number of age and income-qualified renter households in each market area.

Supply of Affordable Housing

The supply of affordable housing in this analysis is limited to existing and funded projects operating under the Housing Credit, HOME, SAIL and Tax-Exempt Bond programs with units targeted toward elderly tenants with incomes at or below 60% AMI.

Additional affordable projects are in the market areas; however, these developments operate under different income guidelines, have different tenant requirements, or have rent supplements with the rental rates based on 30% of the tenant's adjusted income. Therefore, these projects will not directly compete with the projects at the 60% AMI levels and have not been included in the supply.

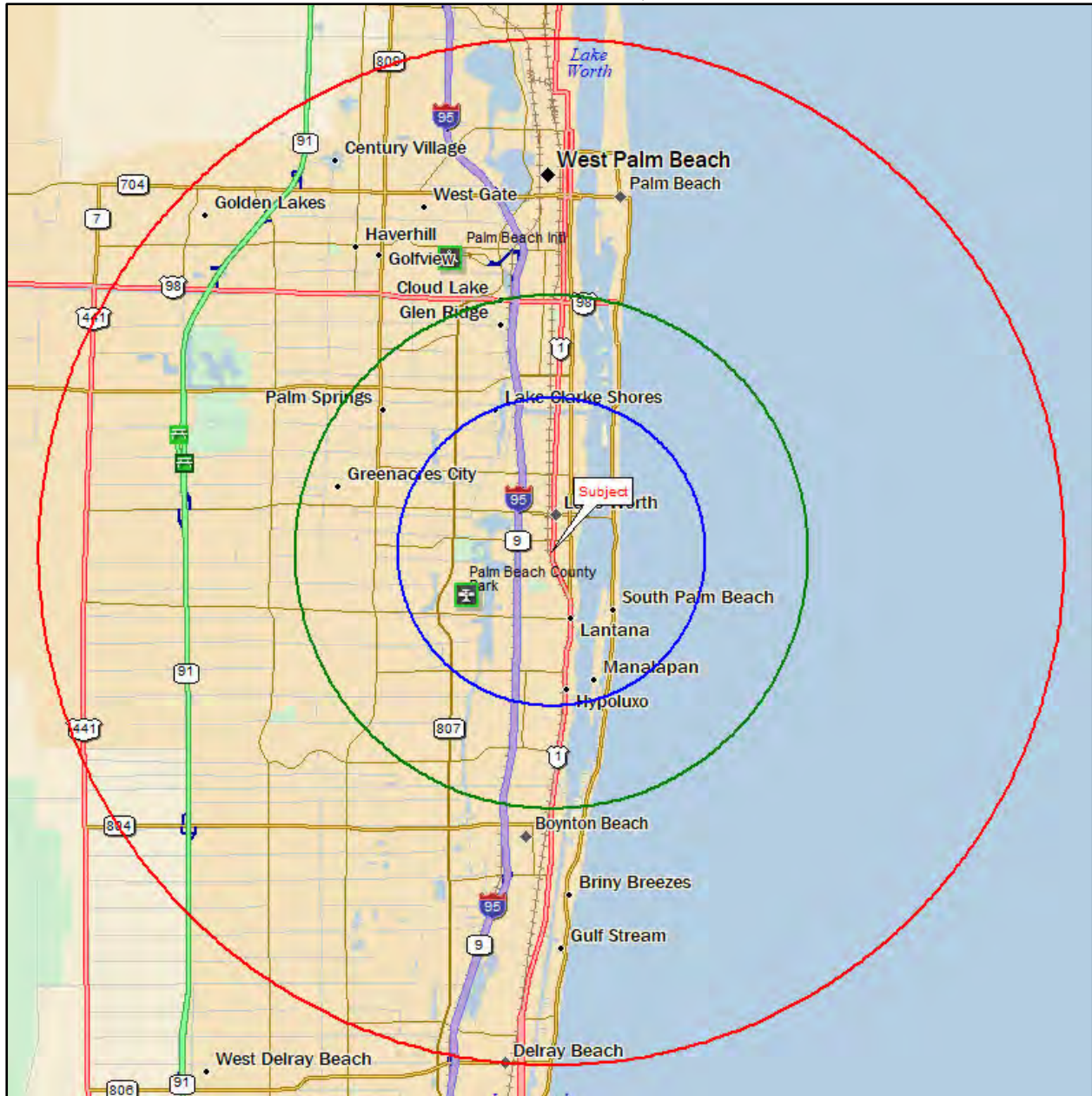
Competition from Market Rate Projects

The subject's PMA has a supply of newer and older market rate properties. Since these units do not have income or rent restrictions and do not have compliance periods and could leave the supply at any time they have not been included in this analysis.

Competition from Single family and Condominium Rentals

The affordable supply does not appear to have been significantly impacted by competition from single family or condominium homes that have entered the rental market. Since these units do not have income or rent restrictions and do not have compliance periods and could leave the supply at any time they have not been included in this analysis.

LEVEL OF EFFORT MAP WITH THREE, FIVE AND 10-MILE RINGS



DEMOGRAPHIC ANALYSIS (CONT'D)

Demographic Analysis

The following chart summarizes our demographic analysis for the subject property to include Level of Effort, Capture Rate and Remaining Potential Demand. Growth is presented later.

Level of Effort 2023 3, 5 & 10-Mile Rings Centered On Madison Terrace (26.60551, -80.0581)										
Income Band										
Minimum - Attainable Gross Rent for Smallest Unit at 60% Set Aside					\$1,035 per mo.	\$27,600	45% cost-burden			
Maximum - Income Limit for Largest Unit Assuming 2 Person Maximum					\$44,160					
Market Area		3-Mi. Ring			5-Mi. Ring			10-Mi. Ring		
Households 55 and Over										
Total HH in Market Area 2023		19,216			44,513			151,532		
Household Income	% in Band	% of HH	Inc. Qual.	Cum.	% of HH	Inc. Qual.	Cum.	% of HH	Inc. Qual.	Cum.
Less than \$15,000	0.0%	12.9%	0.0%	0.0%	12.7%	0.0%	0.0%	11.9%	0.0%	0.0%
\$15,000 to \$24,999	0.0%	10.3%	0.0%	0.0%	11.3%	0.0%	0.0%	10.7%	0.0%	0.0%
\$25,000 to \$34,999	74.0%	10.6%	7.8%	7.8%	9.5%	7.1%	7.1%	9.4%	6.9%	6.9%
\$35,000 to \$49,999	61.1%	12.0%	7.3%	15.1%	13.3%	8.1%	15.2%	13.1%	8.0%	14.9%
\$50,000 to \$74,999	0.0%	15.1%	0.0%	15.1%	16.7%	0.0%	15.2%	16.0%	0.0%	14.9%
\$75,000 to \$99,999	0.0%	10.7%	0.0%	15.1%	10.7%	0.0%	15.2%	11.1%	0.0%	14.9%
\$100,000 to \$124,999	0.0%	7.9%	0.0%	15.1%	7.7%	0.0%	15.2%	8.1%	0.0%	14.9%
\$125,000 to \$149,999	0.0%	5.0%	0.0%	15.1%	5.1%	0.0%	15.2%	5.4%	0.0%	14.9%
\$150,000 to \$199,999	0.0%	5.1%	0.0%	15.1%	4.9%	0.0%	15.2%	5.2%	0.0%	14.9%
\$200,000 or more	0.0%	10.5%	0.0%	15.1%	7.9%	0.0%	15.2%	9.1%	0.0%	14.9%
		100.0%			100.0%			100.0%		
% of Households in Income Band				15.1%			15.2%	14.9%		
Multiplied by Total Households 55 and Over				<u>19,216</u>			<u>44,513</u>	<u>151,532</u>		
Age and Income-Qualified Households				2,902			6,766	22,578		
Propensity for Renter-Occupied Housing for HH within the Band				40.1%			40.1%	40.1%		
Age and Income-Qualified Renter HH in 2023 (IQRH = Potential Demand)				1,164			2,713	9,053		
Existing and Funded, Competitive Affordable Apartments				1,419			2,266	6,677		
Add: Subject's Units				<u>158</u>			<u>158</u>	<u>158</u>		
Total Projected Supply				1,577			2,424	6,835		
Indicated Level of Effort (LOE) (Supply/Age and Income-Qualified Renter HH)				135.5%			89.3%	75.5%		
Capture Rate (CR) (Subject Units/Age and Income Qualified Renter HH)				13.6%			5.8%	1.7%		
Remaining Potential Demand (RPD) (Supply - Age and Income-Qualified Renter HH)				-413			289	2,218		

The following chart summarizes the current supply of units (including any funded units and the subject property) in each of the areas surveyed.

Market Area	3-Mile Ring	5-Mile Ring	10-Mile Ring
Supply of Affordable Units	1,577	2,424	6,835

Therefore, the subject's Levels of Effort and Capture Rates in each of the market areas are summarized as follows.

Market Area	3-Mile Ring	5-Mile Ring	10-Mile Ring
Level of Effort	135.5%	89.3%	75.5%
Capture Rate	13.6%	5.8%	1.7%

For purposes of comparison, the chart on the following page summarizes the Levels of Effort and other indices for various apartment markets throughout Florida.

DEMOGRAPHIC ANALYSIS (CONT'D)

Comparison Counties

To evaluate the subject's Levels of Effort and Capture Rates, we have compared them to other markets throughout Florida. Meridian Appraisal Group, Inc. conducted an analysis that analyzed demographic rings (three, five and 10-mile) for elderly projects throughout the state of Florida.

Level of Effort

The three-mile Levels of Effort (LOE) for the comparison counties range from 13.0% to 78.4% compared to the subject's three-mile LOE of 135.5%. The five-mile LOEs for the comparison counties range from 6.3% to 52.8% compared to the subject's five-mile LOE of 89.3%. The 10-mile LOEs for the comparison counties range from 3.3% to 21.6% compared to the subject's 10-mile LOE of 75.5%. The subject's Levels of Effort are above the range of the comparison county averages. The relatively high Levels of Effort suggest significant competition considering the size of the existing and funded supply relative to the number of age and income-qualified renter households in the market areas.

Level of Effort				
	3-Mile Ring	5-Mile Ring	10-Mile Ring	Avg. Occ.
Subject	135.5%	89.3%	75.5%	0.0%
Bay Averages	13.0%	6.3%	3.3%	96.7%
Charlotte Averages	64.3%	35.5%	18.1%	96.3%
Polk Averages	78.4%	52.8%	11.0%	95.7%
Escambia Averages	35.5%	25.4%	16.8%	94.9%
Pasco Averages	39.1%	26.4%	19.7%	94.9%
Lake Averages	56.4%	24.8%	10.0%	92.3%
Brevard Averages	41.8%	20.7%	11.4%	92.0%
Sarasota Averages	33.6%	22.1%	8.0%	91.8%
Indian River Averages	29.7%	15.6%	13.1%	91.3%
Lee Averages	51.1%	34.0%	21.6%	84.7%

Capture Rate

The Capture Rates (CR) for the comparison counties range from 16.7% to 64.3% compared to the subject's three-mile CR of 13.6%. The five-mile CRs for the comparison counties range from 8.0% to 35.5% compared to the subject's five-mile CR of 5.8%. The 10-mile CRs for the comparison counties range from 3.5% to 18.1% compared to the subject's 10-mile CR of 1.7%. The subject's CRs are below the range in all the ring areas. A high Capture Rate suggests that a property will offer too many units for the depth of the market area.

Capture Rate				
County	3-Mile Ring	5-Mile Ring	10-Mile Ring	Avg. Occ.
Subject	13.6%	5.8%	1.7%	
Bay Averages	26.2%	15.0%	9.1%	96.7%
Charlotte Averages	64.3%	35.5%	18.1%	96.3%
Polk Averages	43.7%	29.1%	6.4%	95.7%
Escambia Averages	16.7%	8.0%	4.1%	94.9%
Pasco Averages	20.1%	10.7%	6.2%	94.9%
Lake Averages	42.3%	18.8%	7.4%	92.3%
Brevard Averages	24.5%	12.7%	7.2%	92.0%
Sarasota Averages	18.7%	11.7%	3.5%	91.8%
Indian River Averages	29.7%	15.6%	7.1%	91.3%
Lee Averages	28.3%	16.8%	10.4%	84.7%

DEMOGRAPHIC ANALYSIS (CONT'D)

Remaining Potential Demand

Remaining Potential Demand (RPD) is the number of income-qualified renter households that are not housed in existing or funded affordable units. Residents of these households may live in housing developments funded under other programs or other forms of housing.

The three-mile RPD for the comparison counties range from 90 to 491 compared to the subject's three-mile RPD of 413. The five-mile RPD for the comparison counties range from 297 to 1,209 compared to the subject's five-mile RPD of 289. The 10-mile RPD for the comparison counties range from 816 to 3,132 compared to the subject's 10-mile RPD of 2,218. The subject's RPD is relatively modest compared to the comparison counties. The performance of existing projects indicates significant demand.

Remaining Potential Demand				
	3-Mile Ring	5-Mile Ring	10-Mile Ring	Avg. Occ.
Subject	413	289	2,218	
Bay Averages	423	849	1,503	96.7%
Charlotte Averages	90	297	816	96.3%
Polk Averages	216	456	1,877	95.7%
Escambia Averages	491	1,209	2,464	94.9%
Pasco Averages	452	1,049	2,208	94.9%
Lake Averages	163	595	1,860	92.3%
Brevard Averages	371	1,055	2,182	92.0%
Sarasota Averages	367	881	3,132	91.8%
Indian River Averages	380	830	1,768	91.3%
Lee Averages	270	781	2,302	84.7%

Demand from Household Growth

We have also considered projected household growth within the subject's income band. The analysis is generally the same as that for the current population. However, we have considered the future income band based on projections of income growth. The demographic data indicates that the median household income in Palm Beach County is expected to change by about 11.2% between 2023 and 2028. We expect the median household income according to the Florida Housing Finance Corporation to reflect a similar increase, so the subject's future income band is estimated to range from about \$30,683 to \$49,093 by 2028 (current income band increased by 11.2%). From the number of age and income-qualified renter households projected for 2028, we subtracted the age and income-qualified renter households in 2023 to indicate the number of potential tenants for the subject based on household growth. The following analysis summarizes our calculations of potential demand from household growth within the income band.

DEMOGRAPHIC ANALYSIS (CONT'D)

Household Growth Through 2028 3, 5 & 10-Mile Rings Centered On Madison Terrace (26.60551, -80.0581)										
Market Area		3-Mi. Ring			5-Mi. Ring			10-Mi. Ring		
Total HH in Market Area 2028		20,823			48,017			161,339		
Households 55 and Over										
Household Income	% in Band	% of HH	Inc. Qual.	Inc. Cum.	% of HH	Inc. Qual.	Inc. Cum.	% of HH	Inc. Qual.	Inc. Cum.
Less than \$15,000	0.0%	11.4%	0.0%	0.0%	11.2%	0.0%	0.0%	10.5%	0.0%	0.0%
\$15,000 to \$24,999	0.0%	9.4%	0.0%	0.0%	10.2%	0.0%	0.0%	9.5%	0.0%	0.0%
\$25,000 to \$34,999	43.2%	9.4%	4.1%	4.1%	8.7%	3.7%	3.7%	8.6%	3.7%	3.7%
\$35,000 to \$49,999	94.0%	11.8%	11.1%	15.2%	12.3%	11.6%	15.3%	12.1%	11.3%	15.0%
\$50,000 to \$74,999	0.0%	14.7%	0.0%	15.2%	16.3%	0.0%	15.3%	15.6%	0.0%	15.0%
\$75,000 to \$99,999	0.0%	10.7%	0.0%	15.2%	11.0%	0.0%	15.3%	11.2%	0.0%	15.0%
\$100,000 to \$124,999	0.0%	8.4%	0.0%	15.2%	8.2%	0.0%	15.3%	8.4%	0.0%	15.0%
\$125,000 to \$149,999	0.0%	5.9%	0.0%	15.2%	6.0%	0.0%	15.3%	6.2%	0.0%	15.0%
\$150,000 to \$199,999	0.0%	6.0%	0.0%	15.2%	6.0%	0.0%	15.3%	6.4%	0.0%	15.0%
\$200,000 or more	0.0%	12.5%	0.0%	15.2%	10.0%	0.0%	15.3%	11.6%	0.0%	15.0%
		100.0%			100.0%			100.0%		
% of Households in Income Band				15.2%				15.3%		
Multiplied by Total Households 55 and Over				<u>20,823</u>				<u>48,017</u>	<u>161,339</u>	
Age and Income-Qualified Households in 2028				3,165				7,347	24,201	
Propensity for Renter-Occupied Housing for HH within the Band				40.1%				40.1%	40.1%	
Age and Income-Qualified Renter HH in 2028				1,269				2,946	9,704	
Less: Age and Income-Qual. Renter HH in 2023				<u>1,164</u>				<u>2,713</u>	<u>9,053</u>	
Potential Demand from HH Growth next 5 years				105				233	651	
Annual Potential Demand				21				47	130	
<i>Income Band - Increased from Current Levels Based on Proj. Median HH Income Growth</i>										
Projected										
				2023 Inc. Band	Growth Rate		2028 Inc. Band			
Minimum				\$27,600	11.2%		\$30,683			
Maximum				\$44,160	11.2%		\$49,093			

This analysis indicates the following annual increases in the number of age and income-qualified renter households in the subject's income band in each of the market areas.

Market Area	3-Mile Ring	5-Mile Ring	10-Mile Ring
Annual Increase in Age & Income-Qual. Renter HH	21	47	130

The annual increase in the number of age and income-qualified renter households is positive in all three areas.

Annual growth greater than the size of the subject property is a positive demographic factor. The higher the annual growth in age and income-qualified renter households relative to the project size, the less the project must rely on cannibalizing tenants from existing properties. If the annual growth in income-qualified renter households is less than the project size, then the complex must rely on tenants moving from existing projects, which would lower the overall occupancy rate of the entire market and lower the expected stabilized occupancy rate of the subject property. The annual growth rate of age and income-qualified renter households in the Primary Market Area of 130 is smaller than the subject project with 176 units. This is a negative demographic factor.

Conclusion of Supply and Demand Analysis – 60% AMI Units

The subject will need to Capture only 1.7% of the Age and Income Qualified renter households within the three-mile ring. In addition, the Primary Market Area, defined as a 10-mile ring centered on the subject property, will add 130 Age and Income-Qualified renter households annually. Finally, According to the Florida Housing Finance Corporation's latest occupancy report, the Elderly projects within Palm Beach County are 98.4% occupied indicating significant demand.

CERTIFICATION

The undersigned appraiser hereby certifies the following to the best of his knowledge and belief.

- The statements of fact contained in this report (upon which the analyses, opinion and conclusions expressed herein are based) are true and correct.
- The analysis, opinions, and conclusion in the report are limited only by the assumptions and limiting conditions and any extraordinary assumptions if any, set forth, and are the personal, unbiased professional analyses, opinions and conclusions of the appraiser.
- The appraiser has no present or prospective interest in the subject property and have no personal bias with respect to the parties involved.
- The appraisers' compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.
- The reported analyses, opinions and conclusions were developed, and this appraisal report has been prepared in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Standards Board of the Appraisal Foundation. The use of this report is subject to all regulations issued by the appropriate regulatory entities regarding the enactment of Title XI of the Financial Institution Reform, Recovery and Enforcement Act of 1989 (FIRREA).
- I do not authorize the out-of-context quoting from or partial reprinting of this appraisal report and neither all nor part of this appraisal report shall be disseminated to the general public by the use of any public communications media without the prior written consent of the undersigned appraiser.
- Use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- No one other than the undersigned prepared the personal unbiased professional analyses, conclusions and opinions concerning real estate that are set forth in this appraisal report unless and except as acknowledged in this report.
- The appraiser has performed within the context of the competency provision of the Uniform Standards of Professional Appraisal Practice.

Property Location

The subject is located on the east side of South Dixie Highway, in Lake Worth, Palm Beach County, Florida.

Date of Report

April 20, 2023

Certified by

Meridian Appraisal Group, Inc.

Robert Von, President

State-Certified General Real Estate Appraiser RZ1604

ADDENDA

APPRAISERS' QUALIFICATIONS



QUALIFICATIONS OF ROBERT VON, PRESIDENT

BUSINESS ADDRESS	Meridian Appraisal Group, Inc. 1331 Sundial Point Winter Springs, Florida 32708 Phone: 407.637.8705 Fax: 407.875.1061 E-mail: rvon@meridianag.com
FORMAL EDUCATION	California State University, Northridge May 1986, Bachelor of Science in Business Administration, Real Estate Finance
REAL ESTATE EDUCATION	Has completed course work for admission to the Appraisal Institute and all necessary for State-Certification and continuing education. A partial list of course work is as follows: <i>Course/Seminars/Continuing Education</i> <ul style="list-style-type: none">• Real Estate Appraisal Principles• Basic Valuation Procedures• Standards of Professional Practice – Part A• Standards of Professional Practice – Part B• Capitalization Theory and Techniques – Part A• Capitalization Theory and Techniques – Part B• Highest and Best Use and Market Analysis• Appraising Troubled Properties• Advanced Applications• USPAP Update• MAP Valuation Training for Third Party Appraisers
EXPERIENCE	
2007 – Present	Meridian Appraisal Group, Inc. President and Principal Responsible for the acquisition, co-ordination and review of appraisal assignments on real property. Also responsible for the preparation of appraisal assignments on various real property with specialization in multi-family apartments and A&D projects throughout Florida. Have completed over 1,000 affordable apartment projects for all demographic categories throughout the state of Florida.
January 2004 – 2007	Realvest Appraisal Services, Inc. President and Principal
June 1998 – 2003	Realvest Appraisal Services, Inc. Vice President and Principal Responsible for the acquisition, co-ordination and review of appraisal assignments on real property. Also responsible for the preparation of appraisal assignments on various real property with specialization in multi-family apartments and A&D projects throughout Florida.
1994 – 1998	Pardue, Heid, Church, Smith & Waller, Inc. Commercial Manager and Commercial Real Estate Analyst Responsible for the preparation and review of appraisal assignments on various real property including vacant land, subdivisions, retail centers, office buildings, apartments, industrial properties and special use properties.

QUALIFICATIONS OF ROBERT VON, PRESIDENT (CONT'D)

1993 – 1994

Barnett Banks, Inc.
Review Appraiser

Responsible for reviewing reports for Special Assets and Corporate and Commercial Real Estate Department. Performed all appraisal reviews for the CFCRC, a consortium of 12 lending institutions.

1986 – 1993

HomeFed Bank, FSB
Senior Review Appraiser


Responsible for the ordering and review of full narrative appraisal reports for the entire east coast portfolio. Assignments completed in 14 states and the District of Columbia

CERTIFICATIONS & LICENSES

State-Certified General Real Estate Appraiser RZ1604
Orlando Chamber of Commerce – Member
Downtown Orlando Partnership – Member


PROFESSIONAL AFFILIATIONS

Board of Directors – Florida Housing Coalition



Ron DeSantis, Governor

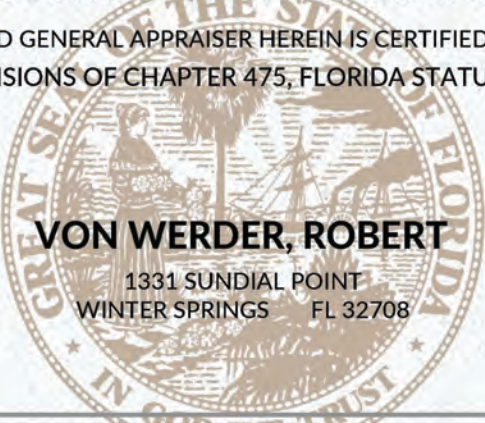
Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES




VON WERDER, ROBERT
1331 SUNDIAL POINT
WINTER SPRINGS FL 32708

LICENSE NUMBER: RZ1604

EXPIRATION DATE: NOVEMBER 30, 2024

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RENT & INCOME LIMITS

Note: The general hold harmless provisions of IRC Section 142(d)(2)(E) mean that projects with at least one building placed in service on or before the end of the 45-day transition period for newly-released limits use whichever limits are greater, the current-year limits or the limits in use the preceding year.

HUD release: 4/18/2022

Effective: 4/18/2022

Implement on/before: 6/1/2022

FHFC Posted: 4/25/2022

2022 Income Limits and Rent Limits

Florida Housing Finance Corporation

Multifamily Rental Programs and CWHIP Homeownership Program

NOTE: Does not pertain to CDBG-DR, HHRP, HOME, NHTF or SHIP

County (Metro)	Percentage Category	Income Limit by Number of Persons in Household										Rent Limit by Number of Bedrooms in Unit					
		1	2	3	4	5	6	7	8	9	10	0	1	2	3	4	5
Palm Beach County (West Palm Beach- Boca Raton HMFA)	20%	12,880	14,720	16,560	18,400	19,880	21,360	22,820	24,300	25,760	27,232	322	345	414	478	534	589
	25%	16,100	18,400	20,700	23,000	24,850	26,700	28,525	30,375	32,200	34,040	402	431	517	598	667	736
	28%	18,032	20,608	23,184	25,760	27,832	29,904	31,948	34,020	36,064	38,125	450	483	579	669	747	824
	30%	19,320	22,080	24,840	27,600	29,820	32,040	34,230	36,450	38,640	40,848	483	517	621	717	801	883
	33%	21,252	24,288	27,324	30,360	32,802	35,244	37,653	40,095	42,504	44,933	531	569	683	789	881	971
	35%	22,540	25,760	28,980	32,200	34,790	37,380	39,935	42,525	45,080	47,656	563	603	724	837	934	1,030
	40%	25,760	29,440	33,120	36,800	39,760	42,720	45,640	48,600	51,520	54,464	644	690	828	957	1,068	1,178
	45%	28,980	33,120	37,260	41,400	44,730	48,060	51,345	54,675	57,960	61,272	724	776	931	1,076	1,201	1,325
	50%	32,200	36,800	41,400	46,000	49,700	53,400	57,050	60,750	64,400	68,080	805	862	1,035	1,196	1,335	1,472
	60%	38,640	44,160	49,680	55,200	59,640	64,080	68,460	72,900	77,280	81,696	966	1,035	1,242	1,435	1,602	1,767
	70%	45,080	51,520	57,960	64,400	69,580	74,760	79,870	85,050	90,160	95,312	1,127	1,207	1,449	1,674	1,869	2,061
	80%	51,520	58,880	66,240	73,600	79,520	85,440	91,280	97,200	103,040	108,928	1,288	1,380	1,656	1,914	2,136	2,356
	120%	77,280	88,320	99,360	110,400	119,280	128,160	136,920	145,800	154,560	163,392	1,932	2,070	2,484	2,871	3,204	3,534
	140%	90,160	103,040	115,920	128,800	139,160	149,520	159,740	170,100	180,320	190,624	2,254	2,415	2,898	3,349	3,738	4,123
HERA Special Limits per Section 142(d)(2)(E) (Est. 2021) <i>For use by projects that placed in service at least one building on or before 12/31/2008</i>	25% - HS	16,575	18,950	21,325	23,675	25,575	27,475	29,375	31,275	33,145	35,039	414	444	533	615	686	758
	28% - HS	18,564	21,224	23,884	26,516	28,644	30,772	32,900	35,028	37,122	39,244	464	497	597	689	769	849
	30% - HS	19,890	22,740	25,590	28,410	30,690	32,970	35,250	37,530	39,774	42,047	497	532	639	738	824	909
	33% - HS	21,879	25,014	28,149	31,251	33,759	36,267	38,775	41,283	43,751	46,251	546	586	703	812	906	1,000
	35% - HS	23,205	26,530	29,855	33,145	35,805	38,465	41,125	43,785	46,403	49,055	580	621	746	861	961	1,061
	40% - HS	26,520	30,320	34,120	37,880	40,920	43,960	47,000	50,040	53,032	56,062	663	710	853	985	1,099	1,213
	45% - HS	29,835	34,110	38,385	42,615	46,035	49,455	52,875	56,295	59,661	63,070	745	799	959	1,108	1,236	1,364
	50% - HS	33,150	37,900	42,650	47,350	51,150	54,950	58,750	62,550	66,290	70,078	828	888	1,066	1,231	1,373	1,516
60% - HS	39,780	45,480	51,180	56,820	61,380	65,940	70,500	75,060	79,548	84,094	994	1,065	1,279	1,477	1,648	1,819	
140% - HS	92,820	106,120	119,420	132,580	143,220	153,860	164,500	175,140	185,612	196,218	2,320	2,486	2,985	3,447	3,846	4,245	

**MADISON TERRACE
LAKE WORTH BEACH, FL**

**PARKING NEEDS ANALYSIS
Based on Existing Comparable Developments
Average Analysis**

Estimate (Average - Uses the average of all prior developments shown below)

Madison Terrace, Lake Worth Beach							176 Units	
Unit Type	Total Quantity	Occupied			Percent Occupied	Per Occupied Unit		
		Units	Adults	Cars		Adults	Cars	
1 BR Units	176	176	188.1	95.4	100.0%	1.07	0.54	
2 BR Units	0	0	0.0	0.0	100.0%	1.33	0.72	
Total	176	176	188.1	95.4	100.0%			
Average						1.07	0.54	

PROPOSED PARKING	Cars	Percent
Used by Residents	96	78.0%
Used by Management Staff	2	1.6%
Available for Visitors	25	20.3% 26.0% of resident parking
Total Proposed Parking Spaces	123	100.0%

Total Projects Included: 13
Total Units Included: 1,322

Data used for this project can be found on the subsequent pages.

Madison Square, Cape Coral, FL (Same Unit Types & Amenities as Madison Terrace w/ 82 Units)							
Unit Type	Total Quantity	Occupied			Percent Occupied	Per Occupied Unit	
		Units	Adults	Cars		Adults	Cars
1 BR Units	41	41	44	31	100.0%	1.07	0.76
2 BR Units	41	41	53	37	100.0%	1.29	0.90
Total	82	82	97	68	100.0%		
Average						1.18	0.83
Approved and Constructed Spaces				70			

Madison Landing II, Orlando, FL (Same Unit Types & Amenities as Madison Terrace w/ 96 Units)							
Unit Type	Total Quantity	Occupied			Percent Occupied	Per Occupied Unit	
		Units	Adults	Cars		Adults	Cars
1 BR Units	48	48	50	23	100.0%	1.04	0.48
2 BR Units	48	48	71	39	100.0%	1.48	0.81
Total	96	96	121	62	100.0%		
Average						1.26	0.65
Approved and Constructed Spaces				95			

Madison Landing, Orlando, FL (Same Unit Types & Amenities as Madison Terrace w/ 110 Units)							
Unit Type	Total Quantity	Occupied			Percent Occupied	Per Occupied Unit	
		Units	Adults	Cars		Adults	Cars
1 BR Units	55	55	57	28	100.0%	1.04	0.51
2 BR Units	55	55	78	38	100.0%	1.42	0.69
Total	110	110	135	66	100.0%		
Average						1.23	0.60
Approved and Constructed Spaces				96			

Madison Highlands, Tampa, FL (Same Unit Types & Amenities as Madison Terrace w/ 102 Units)							
Unit Type	Total Quantity	Occupied			Percent Occupied	Per Occupied Unit	
		Units	Adults	Cars		Adults	Cars
1 BR Units	51	51	50	28	100.0%	0.98	0.55
2 BR Units	51	51	61	34	100.0%	1.20	0.67
Total	102	102	111	62	100.0%		
Average						1.09	0.61
Approved and Constructed Spaces				102			

Madison Point, Clearwater, FL (Same Unit Types & Amenities as Madison Terrace w/ 80 Units)							
Unit Type	Total Quantity	Occupied			Percent Occupied	Per Occupied Unit	
		Units	Adults	Cars		Adults	Cars
1 BR Units	40	40	44	23	100.0%	1.10	0.58
2 BR Units	40	40	52	35	100.0%	1.30	0.88
Total	80	80	96	58	100.0%		
Average						1.20	0.73
Approved and Constructed Spaces				72			

Madison Vines, Fort Pierce, FL (Same Unit Types & Amenities as Madison Terrace w/ 92 Units)							
Unit Type	Total Quantity	Occupied			Percent Occupied	Per Occupied Unit	
		Units	Adults	Cars		Adults	Cars
1 BR Units	46	45	45	27	97.8%	1.00	0.60
2 BR Units	36	34	40	25	94.4%	1.18	0.74
3 BR Units	10	10	19	9	100.0%	1.90	0.90
Total	92	89	104	61	96.7%		
Average						1.17	0.69
Approved and Constructed Spaces				98			

Madison Crossing, Kissimmee, FL (Same Unit Types & Amenities as Madison Terrace w/ 86 Units)							
Unit Type	Total Quantity	Occupied			Percent Occupied	Per Occupied Unit	
		Units	Adults	Cars		Adults	Cars
1 BR Units	44	44	49	23	100.0%	1.11	0.52
2 BR Units	44	44	69	28	100.0%	1.57	0.64
Total	88	88	118	51	100.0%		
Average						1.34	0.58
Approved and Constructed Spaces				86			

Madison Crossing II, Kissimmee, FL (Same Unit Types & Amenities as Madison Terrace w/ 86 Units)							
Unit Type	Total Quantity	Occupied			Percent Occupied	Per Occupied Unit	
		Units	Adults	Cars		Adults	Cars
1 BR Units	43	43	52	22	100.0%	1.21	0.51
2 BR Units	43	43	64	23	100.0%	1.49	0.53
Total	86	86	116	45	100.0%		
Average						1.35	0.52
Approved and Constructed Spaces				N/A			

Madison Heights, Tampa, FL (Same Unit Types & Amenities as Madison Terrace w/ 80 Units)							
Unit Type	Total Quantity	Occupied			Percent Occupied	Per Occupied Unit	
		Units	Adults	Cars		Adults	Cars
1 BR Units	40	40	46	10	100.0%	1.15	0.25
2 BR Units	40	40	60	20	100.0%	1.50	0.50
Total	80	80	106	30	100.0%		
Average						1.33	0.38
Approved and Constructed Spaces				80			

Madison Reserve, Spring Hill, FL (Same Unit Types & Amenities as Madison Terrace w/ 90 Units)							
Unit Type	Total Quantity	Occupied			Percent Occupied	Per Occupied Unit	
		Units	Adults	Cars		Adults	Cars
1 BR Units	46	46	48	26	100.0%	1.04	0.57
2 BR Units	44	44	55	37	100.0%	1.25	0.84
Total	90	90	103	63	100.0%		
Average						1.14	0.70
Approved and Constructed Spaces				94			

Madison Glen, Ormond Beach, FL (Same Unit Types & Amenities as Madison Terrace w/ 96 Units)							
Unit Type	Total Quantity	Occupied			Percent Occupied	Per Occupied Unit	
		Units	Adults	Cars		Adults	Cars
1 BR Units	49	48	50	26	98.0%	1.04	0.54
2 BR Units	37	34	41	24	91.9%	1.21	0.71
3 BR Units	10	8	9	7	80.0%	1.13	0.88
Total	96	90	100	57	93.8%		
Average						1.11	0.63
Approved and Constructed Spaces				79			

Lansdowne Terrace, Lutz, FL (Same Unit Types & Amenities as Madison Terrace w/ 160 Units)							
Unit Type	Total Quantity	Occupied			Percent Occupied	Per Occupied Unit	
		Units	Adults	Cars		Adults	Cars
1 BR Units	81	78	83	43	96.3%	1.06	0.55
2 BR Units	55	55	66	32	100.0%	1.20	0.58
3 BR Units	24	21	31	16	87.5%	1.48	0.76
Total	160	154	180	91	96.3%		
Average						1.17	0.59
Approved and Constructed Spaces				N/A			

Madison Manor, Jacksonville, FL (Same Unit Types & Amenities as Madison Terrace w/ 160 Units)							
Unit Type	Total Quantity	Occupied			Percent Occupied	Per Occupied Unit	
		Units	Adults	Cars		Adults	Cars
1 BR Units	80	79	82	50	98.8%	1.04	0.63
2 BR Units	56	55	65	51	98.2%	1.18	0.93
3 BR Units	24	23	28	24	95.8%	1.22	1.04
Total	160	157	175	125	98.1%		
Average						1.11	0.80
Approved and Constructed Spaces				N/A			

Project Narrative

JUSTIFICATION STATEMENT

REZONING, MAJOR SITE PLAN, SUSTAINABLE BONUS INCENTIVE PROGRAM & TRANSFER DEVELOPMENT RIGHTS (TDR)

Initial Submittal:

INTRODUCTION

In August of 2022, the Lake Worth Beach City Commission declared an affordable housing “State of Emergency” and pledged to create policies to alleviate the current pressure of rising housing costs in their community. Understanding the City’s need and desire for affordable housing, we are requesting entitlements that allow us to maximize the density and building height that are consistent with the current comprehensive plan and land development regulations.

REQUESTED ENTITLEMENTS AND WAIVERS

- Land Use Amendment & Rezoning, Planned Development, and Major Site Plan
- Sustainable Bonus Incentive Program & Transfer Development Rights
- Waivers

Code Section	Item	Requirement	Request
Sec 23.2-39 (b)(1)(c)	Affordable Housing Parking Req	1 Space / 1 Unit	0.7 Spaces / 1 Unit
Sec 23.6-1 (3)(d)	Terminal Landscape Island Width	8'	3.5'
Sec 23.3-19 (d)	Maximum Wall Height at Side Setback	45'	68'

LAND USE AMENDMENT & REZONING


General Description of Property

The project consists of five parcels with a land area of 1.61 acres. The existing condition of each land area is described in the table below and depicted graphically in the map overview. The parcels are bound by South Dixie Highway to the east and South H Street to the west. Between the easterly parcel fronting on South Dixie Hwy and the four westerly parcels fronting on South H Street is an alley public right of way and adjacent to the south property line is the 9th Street South public right of way. We are requesting vacation of these adjacent rights-of-way adding 0.20 acres of additional land area to the project bringing the total project area to 1.81 acres.

Parcel	Address	Parcel ID	Area (ac)	Existing		Proposed	
				Land Use	Zoning	Land Use	Zoning
1	821 S Dixie Hwy	38-43-44-21-15-253-0110	0.9298	MU-E	MU-DH	TOD	TOD-E
2	818 South H St	38-43-44-21-15-253-0040	0.3099	TOD	TOD-E	TOD	TOD-E
3	824 South H St	38-43-44-21-15-253-0032	0.0689	TOD	TOD-E	TOD	TOD-E
4	826 South H St	38-43-44-21-15-253-0020	0.155	TOD	TOD-E	TOD	TOD-E
5	832 South H St	38-43-44-21-15-253-0010	0.155	TOD	TOD-E	TOD	TOD-E



Map Legend

Vacated Rights of Way 

Outline of Property Included in Project 

Parcel One (1), that fronts on South Dixie Highway, currently has future land use of Mixed Use and zoning of Mixed Use-Dixie Highway (MUDH). Our request is to amend the future land use map to Transit Oriented Development (TOD) and zoning to TOD-E.

The parcels (2, 3, 4, & 5), that front on South H Street, currently have a future land use of Transit Oriented Development (TOD) and zoning of TOD-E. Our request does not include any changes to these existing entitlements.

Surrounding Properties

The subject properties are located west of South Dixie Highway, between 8th Avenue South and 9th Avenue South. This section of South Dixie is primarily comprised of used car sales lots, automotive repair shops, motels, and various other service-oriented businesses. The properties west of the project site are a mix of multifamily and single family residential. This table describes the attributes of the properties directly adjacent to the project site.

	FLU Designation	Zoning District	Existing Use
North	MU-E	MU-DH (Mixed Use-Dixie Hwy)	Hotel
South	MU-E	MU-DH (Mixed Use-Dixie Hwy)	Automotive
	TOD	TOD-E (Transit-Oriented Development East)	Residential
East	MU-E	MU-DH (Mixed Use-Dixie Hwy)	Retail
	MU-E	MU-DH (Mixed Use-Dixie Hwy)	Medical
	MU-E	MU-DH (Mixed Use-Dixie Hwy)	Hotel
West	TOD	TOD-E (Transit-Oriented Development East)	Residential
	TOD	TOD-E (Transit-Oriented Development East)	Automotive

North

Directly north of project site is a Travel Inn Motel with a FLU designation of MU-E (Mixed Use-East) and zoning designation of MU-DH (Mixed Use-Dixie Hwy).

South

Directly south of the project site is an automotive mechanic with a FLU designation of MU-E (Mixed Use-East) and zoning designation of MU-DH (Mixed Use-Dixie Hwy) and a single family residence.

East

Directly East of the project site is Budget Inn motel and various offices with a FLU designation of MU-E (Mixed Use-East) and zoning designation of MU-DH (Mixed Use-Dixie Hwy).

West

Directly West of the project site are various multifamily residential units with a FLU designation of MU-E (Mixed Use-East) and zoning designation of MU-DH (Mixed Use-Dixie Hwy).

Development Details

- The development will consist of a two-phase low-income housing apartment for seniors age restricted to individuals with a minimum age of 55 years providing a maximum of 176 residential units.
 - Phase one will provide 91 units with a unit mix of 83 one-bedroom eight studio units
 - Phase two will provide 85 units all consisting of one-bedroom.
- Each phase will have a six-story building with structured parking and surface parking, resident common areas and amenities, pedestrian connectivity to the surrounding neighborhood and the South Dixie Highway public transportation corridor.
- Building security that provides key FOB access for residents, cameras that monitor vehicular ingress and egress, and cameras on each floor monitoring elevator ingress and egress
- Amenities and common areas within each building.
 - Full time property management
 - Activity room for social gathering
 - Game room with Billiards table

Resident Benefits

- Developer paid water and sewer service
- Developer paid utility allowance for electricity
- Developer provided washers and dryers in each residential unit at no charge to residents

Ingress/Egress

- Vehicular access to the site will be achieved by two driveways connected to South H Street on the west side of the project. South H Street provides our elderly residents with a more manageable low traffic point of entry to offsite traffic as opposed to South Dixie Highway.
- For drivers heading south, South H Street can be utilized to access S Dixie at 10th Avenue South where they can make a right onto S Dixie Hwy.
- For Drivers heading north, South H Street can be utilized to access 6th Avenue South where drivers can turn right and access the signalized intersection at South Dixie Highway.

FLORIDA HOUSING FINANCE CORPORATION (FHFC)

- The project will be financed with low-income housing tax credits provided by the federal government and allocated by the FHFC through RFA 2023-202.
- Each phase must independently obtain a housing credit allocation from FHFC.
- Each phase is required to remain affordable housing for a period of at least 50 years.
- Rental rates are established by the Department of Housing and Urban Development (HUD)
- The maximum rental rates are based on 80% of the Area Median Income (AMI).
- At least 10% of the units must have “Extremely Low Income” ELI rental rates based on a maximum of 30% of the AMI.
- The average rental rate for all apartment units cannot exceed 60% of AMI.

For perspective most market rate apartments in Lake Worth Beach have rental rates equivalent to 120% AMI

Market Rate Apartments				
Community	Unit Type	SF	Rent	Rent Per SF
The Mid	1 Bdrm\1 Bath	635	\$1,850.00	\$2.91
The Bohemian	1 Bdrm\1 Bath	605	\$2,035.00	\$3.36

Madison Terrace						
Unit Type	SF	AMI	Gross Rent	Utility Allow	Net Rent	Rent Per SF
Studio	430	30%	\$483.00	-\$78.00	\$405.00	\$0.94
Studio	430	60%	\$966.00	-\$78.00	\$888.00	\$2.07
1 Bdrm\1 Bath	576	30%	\$517.00	-\$89.00	\$428.00	\$0.74
1 Bdrm\1 Bath	576	60%	\$1,035.00	-\$89.00	\$946.00	\$1.64
1 Bdrm\1 Bath	576	70%	\$1,207.00	-\$89.00	\$1,118.00	\$1.94

REZONING CRITERIA & PLANNED DEVELOPMENT DISTRICT STANDARDS

Section 23.2-26, Rezoning of Land and Future Land Use Map (FLUM) Amendments of the City’s Code of Ordinance requires the Applicant to address the Findings in accordance with Section 23.2-26(3). The Applicant is providing a Justification Statement, Site Plan, and other relevant documents as part of this Rezoning, and has demonstrated this proposal meets the requirements set forth in the applicable City’s Code of Ordinances.

A. Consistency

The proposed Rezoning to have a RPD with an underlying land use of TOD on the subject site is consistent with the purpose and intent of the applicable comprehensive plan and land development regulations. Pursuant to Section 23.3-25(a) of the City’s Code of Ordinances, Planned Development is allowed in any mixed-use district, in which the site is compliant. In addition, the change to a RPD zoning district with an underlying TOD is consistent with the purposes, goals, objectives, and policies of the Comprehensive Plan.

The request to Rezone to an RPD promotes *Objectives 1.2.2, 1.2.3, and 1.2.4* of the City of Lake Worth Beach’s Comprehensive Plan by using the land in a more efficient manner and reducing the dependence on automobiles, as well as, utilizing the Sustainable Bonus Incentive Program and the Transfer Development Rights to increase density and building height. The density increase will allow for 176 units of senior affordable housing on 1.61 acres of land. Also, the senior demographic that meets the area median income requirements are more likely to utilize public transportation over personal use of an automobile.

The request to Rezone to an RPD promotes *Policy 1.3.1.1* of the City of Lake Worth Beach's Comprehensive Plan to reduce or eliminate nonconforming land uses. Currently, the 821 S Dixie Hwy parcel is being used to sell used automobiles which is a nonconforming use under the zoning of MU-DH. By rezoning to an RPD with an underlying land use of TOD, the proposed project will provide residential units which is a permitted use under the LDR.

The request to Rezone to an RPD promotes *Objectives 1.6, 1.6.1, and 1.6.7* of the City of Lake Worth Beach's Comprehensive Plan to support the CRA's infill and redevelopment initiatives, to support the redevelopment of older urban areas and to encourage infill development and renewal of blighted areas. The proposed site will be considered an infill development and is located within the CRA. The 1.61 acres will be used to redevelop the blighted vacant land as well as the used car lot that currently operates on the proposed site.

B. Land Use Pattern

The proposed rezoning amendment of Parcel 1, 821 South Dixie Highway, from Mixed Use-Dixie Highway (MU-DH) to Transit Oriented Development East (TOD-E) will provide a consistent uniform zoning category across the five parcels that comprise the project site. Consolidating the five parcels into one uniform land use and zoning category promotes the opportunity to achieve a more desirable and sustainable development.

C. Sustainability

The subject site's current land use is a used car sales lot the building was constructed in 1940. It is one of the many uses in this section of South Dixie Highway that acts as an anchor of unsustainability and a barrier to sustainable development. The proposed rezoning and development will act as a catalyst to break this long-standing unproductive cycle of stagnation. This stretch of South Dixie Highway is in dire need of new vibrant development to complement the current land uses and motivate future land uses such as retail and commercial. The proposed high-density residential development will help support the current public transportation system and spawn new mass transit initiatives.

Availability of Public Services/Infrastructure

Essential water, sewer, and electric service is currently available directly to the site and is easily accessible with the proposed redevelopment as demonstrated in our preliminary engineering plans. Other necessary public services and basic social needs such as public transportation, food sources, access to medical facilities and pharmacies, recreational facilities, are all in close proximity to the site. Many of our residents do not have vehicles and rely on public transportation or walking to their destinations.

- Bravo Supermarket 1,900'
- Bus Stops 500'
- Walgreens Pharmacy 1,200'
- Doctors Offices 1,300'
- Recreational Facilities 2,900'
And Parks

D. Compatibility

The proposed rezoning of the subject site is compatible with adjacent zoning districts. In this area of the city South Dixie Highway acts as the spine of development providing the community with commercial uses, retail uses, and service-oriented office space. Moving east and west from this corridor rapidly transitions to low density residential and then to single family residential. Introducing a high-density residential use on South Dixie Highway will provide a residential critical mass that is critical to attract future redevelopment of retail and commercial space.

E. Direct Community Sustainability and Economic Development Benefits

1. Further implementation of the city's economic development (CED) program

Response: The proposed Rezoning of the 1.61-acre subject site to an RPD zoning district would further implement the City's CED program by using the SBIP approval process. The proposed development will also be 100% income restricted affordable housing. This will allow for many of Lake Worth Beach's residents the ability to afford stable secure apartments that they can call home.

2. Contribute to the enhancement and diversification of the city's tax base

Response: The proposed 176 multifamily unit residential development on a 1.61-acre subject site would contribute to the enhancement and diversification of the City's tax base. The future residents of the proposed development will provide business to the existing commercial uses along the South Dixie Highway commercial corridor. Typically, our projects will increase the tax base by at least 10 times.

3. Respond to the current market demand or community needs or provide services or retail choices not locally available

Response: By adding 176 units of income restricted housing for the seniors (ages 55+) of Lake Worth Beach, we will be responding directly to the housing emergency that was declared by the City Commission back in August of 2022. The newest multifamily developments in Lake Worth Beach have been market rate communities that are focused more on the younger, higher income earning demographic through their design and rental rates.

4. Create new employment opportunities for the residents, with pay at or above the county average hourly wage

Response: Although our two-phase development will provide a handful of employment opportunities, it is a residential development which will provide 176 new homes for the seniors of Lake Worth Beach.

5. Represent innovative methods/technologies, especially those promoting sustainability

Response: The proposed development will include sustainable elements that meet the Florida Green Building Certification standards. There will be an open space between the two buildings that the public can use. The proposed development will also provide additional landscaping including a beautifully landscaped space to complement the sidewalk area between the buildings and South Dixie Highway.

Additional landscaping will be used to not only buffer the parking area behind the buildings but to also provide more green space within the parking area.

6. Support more efficient and sustainable use of land resources in furtherance of overall community health, safety and general welfare

Response: The current use of the property is predominantly a used auto sales lot. Three of the parcels are vacant and one parcel has a single-family home. The RPD rezoning would allow for 176 new affordable housing residential units for seniors. Many of our senior residents rely on public transportation and according to the Institute of Traffic Engineers our projects produce less than half of the daily traffic trips that a typical apartment generates. Therefore, this project will have a much smaller impact on public infrastructure and services than a typical apartment. Because this project is restricted from housing school aged children it will not impact local schools. There are not many sites in Lake Worth Beach that can provide this level of community benefit while maintaining the general welfare of Lake Worth Beach residents, and with such little impact to public services.

7. Be complimentary to existing uses, thus fostering synergy effects

Response: The proposed development will add 176 residential units to the city's housing base. Many of our future residents will vacate their existing homes which will in turn provide housing for new residents in the Lake Worth Beach area. The effect will cultivate synergy for nearby Lake Work Beach commercial, retail, and service-oriented businesses throughout the city and especially along South Dixie Highway. In particular, the senior demographic that occupies our project will bolster the health care related businesses.

8. Alleviate blight/economic obsolescence of the subject area

Response: The 1.61-acre project site is predominantly vacant land which presents an infill development opportunity amongst the older existing buildings that dominate the area. Rezoning the site to an RPD will allow for two new and modern buildings that provide 176 affordable residential units. This new concentration of residents will provide a stimulus for local businesses, encourage more redevelopment, and attract new business ventures. These are the ingredients necessary to alleviate blight and eradicate economic obsolescence.

SITE DESIGN QUALITATIVE STANDARDS

Section 23.2-31 (c)

1. Harmonious and Efficient Organization

Requirement: The site plan is designed to 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.

Response: The proposed site consists of two distinct areas, one located east of the alley with frontage along South Dixie Highway, the East property, and one located west of the alley with frontage along South H Street, the West property. The surrounding properties adjacent to the East property are more intensive uses and the properties adjacent to the West property are less intensive uses. The site plan is organized by placing our most intensive element, the residential buildings, adjacent to the intense commercial and service-oriented uses along South Dixie Highway and the less intensive element, the parking and stormwater retention area, adjacent to the less intense single family and multifamily uses along South H Street.

2. Preservation of Natural Conditions

Requirement: 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 chapter 12, health and sanitation, article V, fertilizer friendly use regulations. Fertilizer/pesticide conditions may be attached to development adjacent to waterbodies.

Response: The proposed site was previously cleared resulting in three vacant parcels, one parcel with a single-family home, and one parcel was developed into a large parking lot that is currently being used for auto sales. There is no remaining natural floral habitat to preserve and the proposed landscaping will deter wind and water erosion within or adjacent to the development site. The multifamily project being proposed for this site will address the drainage element by using exfiltration and a stormwater pond.

3. Screening and Buffering

Requirement: 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.

Response: The required screening and buffering elements are provided on the proposed site plan which meets the LDR requirements. The proposed development provides a ten-foot landscape buffer along South Dixie Highway, a five-foot buffer along the northern and southern boundaries, and a fifteen-foot buffer along the western boundary of the project site. In addition, the adjacent properties to the south

will gain 20' with the vacation of the 40' 9th Avenue South right of way providing an opportunity for more vegetative buffering.

4. Enhancement of Residential Privacy

Requirement: 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.

Response: The multifamily buildings will be placed along the eastern portion of the project site to avoid any privacy concerns with the multifamily buildings to the west of South H Street. The privacy for the ground floors of both building one and building two will be enhanced by landscape buffers along South Dixie Highway.

5. Emergency Access

Requirement: 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.

Response: Emergency access is provided to both proposed buildings with appropriate site circulation.

6. Access to Public Ways

Requirement: 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.

Response: Safe and convenient vehicular access is provided via South H St. The buildings provide multiple entry and exit points that lead to pedestrian safe walkways providing safe and convenient access to the parking area and public streets.

7. Pedestrian Circulation

Requirement: There shall be provided a pedestrian circulation system which is insulated as completely as reasonably possible from the vehicular circulation system.

Response: A pedestrian circulation system is provided that is separate from the vehicular circulation system. This will provide safe and efficient circulation for all residents. The pedestrian circulation system connects residents to both buildings within the development.

8. Design of Ingress and Egress Drives

Requirement: 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.

Response: The proposed ingress and egress drives are located on South H Street and will not create any negative impacts to the flow and safety of vehicles along South Dixie Highway, a major thoroughfare.

There will be no gated access resulting in queues of traffic which would negatively affect South H Street traffic.

9. Coordination of On-site Circulation with Off-site Circulation

Requirement: 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.

Response: The vehicular circulation of the site uses South H Street for ingress and egress eliminating the need to directly access South Dixie Highway. South H Street provides the project with safe and convenient access to the existing major streets in the area.

10. Design of On-site Public Right-of-Way

Requirement: 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.

Response: The project will not provide any on-site public streets or rights-of-way.

11. Off Street Parking, Loading and Vehicular Circulation Areas

Requirement: 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.

Response: The site design includes vegetative buffering that will screen adjacent properties from the adverse effects of vehicular traffic.

12. Refuse and Service Areas

Requirement: Refuse and service areas shall be located, designed, and screened to minimize the impact of noise, glare and odor on adjacent property.

Response: The dumpster enclosure has been designed to screen adjacent properties and minimize the impact of noise, glare and odor on adjacent properties. Additionally, the project includes landscape buffering around the dumpster enclosure.

13. Protection of Property Values

Requirement: The elements of the site plan shall be arranged so as to have minimum negative impact on the property values of adjoining property.

Response: The site plan for the proposed development is arranged to have a minimum negative impact on the property values of adjoining properties by placing both buildings along South Dixie Highway, a major thoroughfare.

14. Transitional Development

Requirement: 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 and complementary transition between districts. Building exteriors shall complement other buildings in the vicinity in size, scale, mass, bulk, height, rhythm of openings and character. Special 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.

Response: The proposed building design is consistent with other recently approved multifamily buildings in Lake Worth Beach. This project will set the standard for future redevelopment of adjacent properties and other properties in the vicinity.

15. Consideration of Future Development

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

Response: The properties to the north, south, and east have the Zoning of MU-Dixie and FLU of MU-E. The properties to the west maintain the Zoning of TOD-E and FLU of TOD. Both MU-Dixie and TOD offer the ability to build a similar development as the proposed project.

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, style, integrity and design. Their architectural style(s) shall be clearly expressed and detailed appropriately to vocabulary of the style(s) and be of high quality in terms of materials, craftsmanship and articulation. The relationship of building forms through the use, texture and color of material(s) 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, height, setback, massing and location on 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.

Response: The proposed buildings use contemporary industrial architectural features to create a minimalistic aesthetic and unique architectural expression such as clean lines, simplicity, and minimal ornamentation. The focus is on functionality, efficiency, and creating a visually uncluttered environment. Contemporary industrial architecture contributes to the evolution of the built environment while still being sensitive to its surroundings. The design is both distinctive and harmonious and celebrates the unique character of the area.

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 and compatibility with the surroundings as is possible under the circumstances. The overall building fenestration, orientation, rhythm, height, setback, mass and bulk of an existing streetscape shall be respected. If a building is built in an undeveloped area, nine (9) primary requirements shall be met, including honest design construction, proper design concepts, appropriate use of high-quality materials, compatibility with the overall character of the city, appreciation of location, respectful transition, activation of the streetscape, building form(s) following proposed function(s) and overall sustainability.

Response: The proposed buildings incorporate materials that are commonly used in the area to establish a visual connection with the existing structures. We have incorporated a color palette that harmonizes with the surroundings, considers the regional color schemes and local architectural traditions. The outdoor spaces integrate landscaping elements that soften the visual impact while creating pedestrian-friendly areas and a public open space that encourages social interaction.

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. Facades shall have visual breaks every 75 feet at a minimum. The breaks shall be setbacks of either eight (8) inches or twelve (12) inches or more to create reveal lines or step backs on the façade and to add rhythm. Buildings in Lake Worth Beach typically have facades arranged in twenty-five-foot or fifty-foot increments. Breaks in facades also may be achieved through the use of differing but complementary and harmonious architectural styles. The massing elements of each façade shall have a height to width ratio approximating the golden ratio of 1.618, either vertically or horizontally.

Response: Corresponding to the width of the residential units, the facades are distinctly partitioned vertically in 25' increments through depth, color, and material type. The setbacks are 16 inches which provide distinct reveal lines. At each corner of the building horizontal features provide visual breaks at every floor.

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 setback, floor to floor height, scale, mass, bulk, proportion, overall height, orientation, site planning, landscaping, materials, rhythm of solids to voids and architectural components including but not limited to porches, roof types, fenestration, entrances, and stylistic expression.

Response: Our design achieves architectural harmony by providing the right balance and integration of contemporary industrial features with other design elements. The proportions and scale between the different architectural components provide a cohesive and unified design that seamlessly blends contemporary industrial features with the overall architectural concept.

5. Look-alike buildings shall not be allowed unless, in the opinion of the reviewing entity, 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 reviewing entity, the aesthetics or the development depend upon, or are enhanced by the look-alike buildings and their relationship to each other.

Response: Our planned development consists of duplicate buildings however they are aesthetically pleasing and complement each other.

6. Buildings, which are of symbolic design for reasons of advertising, unless otherwise compatible with the criteria herein, will not be approved by the reviewing entity. 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.

Response: Our planned development is residential in nature there will be no advertising or symbolic designs.

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.

Response: Our lighting is solely for the purpose of function and safety. All fixtures used in our exterior lighting are to be selected for functional and add aesthetic value.

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

Response: The proposed buildings incorporate materials that are commonly used in the area to establish a visual connection with the existing structures.

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.

Response: Does not apply.

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.

Response: The forms attached to the building are consistent with the elements of contemporary industrial architecture and enhance the visual experience.

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.

Response: Does not apply.

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.

Response: Does not apply.

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

Response: Does not apply. No advertising will be permitted.

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

Response: The lighting elements of our project will be designed to focus light where necessary for public safety and will prevent light spillage to other properties.

DEVELOPMENT REGULATIONS

SITE DATA Phase I and II Combined			
TYPE	REQUIREMENT		PROPOSED
Density	Max density 97.75 dwelling units per gross acre		Max Density 176
Lot Width	100 ft.		320 ft.
Height	71.25 ft. (Not to exceed 6 Stories)		Building I & II: 6 Stories
Setback	<i>Front</i>	10 ft. min.	18 ft.
	<i>Rear</i>	15 ft. min.	15 ft.
	<i>Side</i>	0 ft. min.	0 ft.
Total Impermeable	<i>Large Lot</i>	65%	65%
Maximum Wall Heights	<i>Height with SBIP</i>	45 ft.	68 ft.

SITE DATA Phase I			
TYPE	REQUIREMENT		PROPOSED
Density	Max density 97.75 dwelling units per gross acre		Max Density 87.5
Lot Width	100 ft.		174 ft.
Height	71.25 ft. (Not to exceed 6 Stories)		Building I & II: 6 Stories
Setback	<i>Front</i>	10 ft. min.	18 ft.
	<i>Rear</i>	15 ft. min.	15 ft.
	<i>Side</i>	0 ft. min.	0 ft.
Living Area	<i>Multi-Family (Min.)</i>	Efficiency 400 SF	430
		1 Bdrm 600 SF	576
Impermeable Surface Total	<i>Large Lot</i>	65%	60.0%
Maximum Wall Heights	<i>Height with SBIP</i>	45 ft.	68 ft.

SITE DATA Phase II			
TYPE	REQUIREMENT		PROPOSED
Density	Max density 97.75 dwelling units per gross acre		Max Density 110.3
Lot Width	100 ft.		146 ft.
Height	71.25 ft. (Not to exceed 6 Stories)		Building I & II: 6 Stories
Setback	<i>Front</i>	10 ft. min.	18 ft.
	<i>Rear</i>	15 ft. min.	15 ft.
	<i>Side</i>	0 ft. min.	0 ft.
Living Area	<i>Multi-Family (Min.)</i>	1 Bdrm 600 SF	576
Impermeable Surface Total	<i>Large Lot</i>	65%	72%
Maximum Wall Heights	<i>Height with SBIP</i>	45 ft.	68 ft.

***Waiver Requested**

Section 23.3-25(b)(2) – Density

The total acres used in the calculation for maximum density allowed for the project site includes the vacation of rights of way previously listed in this report bringing the total acres for the proposed project to 1.81.

Per the TOD-E zoning with a residential planned development, the proposed site is allowed a density of 60 dwelling units per acre. In accordance with the Sustainable Bonus Incentive Program, an additional 25% density bonus is permitted bringing the total dwelling units per acre to 75. Additional density is being requested through the City of Lake Worth Beach’s Transfer Development Rights (TDR) program, which would add ten additional dwelling units per acre for a total of 85. Finally, the proposed project qualifies as affordable housing, so an additional 15% density bonus is factored in to bring the total dwelling units per acre to 97.75 or a maximum of 176.93 for the proposed site.

Section 23.3-19(c) – Setbacks

Pursuant to the setback regulations for developments permitted by right within the TOD-E zoning district, minimum setback requirements are increased for those projects that are utilizing the SBIP to increase building height above the two-story height limit.

As part of this development proposal, SBIP approval is requested to increase the building height above two stories; therefore, the site design is subject to the increased front façade and rear façade minimum setback requirements. Both setbacks require an additional distance of eight to twelve feet to the minimum requirement. The development proposes a side setback of 10’ 4” from the southern property line where building one will be located and a 9’ 8” side setback from the northern property line where building two will be located. The setback from South Dixie Highway will be 18’ to account for the increase in building height. The rear setback of the property will be 15’.

Section 23.6-1 – Landscape Regulations

Per the landscape regulations for new multi-family developments (Sec. 23.6-1 (c).2), the proposed site will provide the required five-foot perimeter buffer along 9th Avenue South and H Street South. In addition, a five-foot landscape buffer strip is provided on the northern boundary of the subject site, and an eight-foot landscape buffer along the western dry detention area. The proposed landscape will meet the required minimum standards as provided within this section as well as provide higher quality landscaping within community areas.

Section 23.4-10 – Off-Street Parking

Pursuant to Section 23.4-10, the parking requirements for the proposed development is detailed below:

Unit Type	Affordable Housing Parking Requirements	Required Parking	Proposed Parking
Studio (14)	1	14	13
1 Bedroom (162)	1	162	112
Total		176	125

The proposed development provides 125 parking spaces which includes 24 compact parking spaces, 8 motorcycle and 12 bike racks that substitute for 7 parking spaces. We have developed 10 LIHTC projects for seniors in urban areas with ample public transportation and near essential services. Our data indicates that 0.7 parking spaces for every 1 residential unit is sufficient.

SUSTAINABLE BONUS INCENTIVE PROGRAM (SBIP)

The proposed development requests SBIP approval to increase building height by 25% from the standard maximum of two stories to five stories and to allow for a 25% increase in density. The SBIP offers the opportunity for the Applicant to increase building height within certain zoning districts in exchange for the incorporation of sustainable design features, community-based improvements, and overall design excellence as part of the development proposal. The SBIP can be applied to developments in the TOD-E zoning district.

MADISON Terrace LLC

558 W New England Ave. Suite 230
Winter Park, FL 32789

Madison Terrace Phase I

Sustainable Bonus Incentive (SBI) & Transfer Development Rights (TDR)

Location	Total SF
3rd Floor	12,110
4th Floor	12,110
5th Floor	12,134
6th Floor	12,134
<i>Bonus Area (SF)</i>	<i>48,488</i>

Sustainable Bonus Incentive (SBIP)

SBIP Calculation		
Item	Calculation	Amount
Value of Project Improvements Required For Base Line Projects	\$7.5 per SF for 3rd and 4th floors * 24,220 SF	\$181,650
Value of Project Improvements Required for Density, Intensity and Height Incentives	\$15 per SF for 5th floor * 12,134 SF	\$182,010

Transfer Development Rights (TDR)

TDR Calculation		
Transfer Development Rights Program Cost	\$15 per SF for the 6th floor* 12,134 SF	\$182,010
Total Community Benefit Provided		\$545,670

<i>Less On-site Features or Improvements</i> Florida Green Building Certification	Allows for 50% reduction of the overall community benefit requirement	\$272,835
Net Total Benefit Required		\$272,835

Community Benefit Provided

Item	Calculation	Amount
Public Amenity	Public Open Space 466 SF \$100	\$46,600
Financial Incentives for Affordable Housing: <i>Quantity of units in excess of the required 15% (91*15%=13.65, 91-13.65=77.35)</i>		
8 Studio Units	One-time payment of \$40,000 or 50% or area median income (\$25,567) per unit. AMI per US Census = \$51,134.	\$204,536
69.35 One Bedroom Units	One-time payment of \$60,000 or 75% or area median income(\$38,350.50) per unit. AMI per US Census = \$51,134.	\$2,659,607

Total Benefit Provided **\$2,910,743**

Overall Community Benefit Provided Surplus **\$2,637,908**

Madison Terrace Phase II

Sustainable Bonus Incentive (SBI) & Transfer Development Rights (TDR)

Location	Total SF
3rd Floor	12,110
4th Floor	12,110
5th Floor	12,134
6th Floor	12,134
<i>Bonus Area (SF)</i>	<i>48,488</i>

Sustainable Bonus Incentive (SBIP)

SBIP Calculation		
Item	Calculation	Amount
Value of Project Improvements Required For Base Line Projects	\$7.5 per SF for 3rd and 4th floors * 24,220 SF	\$181,650
Value of Project Improvements Required for Density, Intensity and Height Incentives	\$15 per SF for 5th floor * 12,134 SF	\$182,010

Transfer Development Rights (TDR)

TDR Calculation		
Transfer Development Rights Program Cost	\$15 per SF for the 6th floor* 12,134 SF	\$182,010
Total Community Benefit Provided		\$545,670

<i>Less On-site Features or Improvements</i> Florida Green Building Certification	Allows for 50% reduction of the overall community benefit requirement	\$272,835
Net Total Benefit Required		\$272,835

Community Benefit Provided

Item	Calculation	Amount
Financial Incentives for Affordable Housing: <i>Quantity of units in excess of the required 15% (85*15%=12.75, 85-12.75=72.25)</i>		
72.25 One Bedroom Units	One-time payment of \$60,000 or 75% or area median income(\$38,350.50) per unit. AMI per US Census = \$51,134.	\$2,770,824

Total Benefit Provided **\$2,770,824**

Overall Community Benefit Provided Surplus **\$2,497,989**

Section 23.2-33 (c).2. – Review/Decision

- (a) Is the award calculated correctly, consistent with the square footage and height requested and the value of the features and improvements included in the development proposal;

Response: The development proposal is consistent with the square footage and density requested. A table is included with this submittal demonstrating the incentives being requested and the community benefit being provided.

- (b) Do the proposed on-site features or improvements adequately provide sustainable project enhancements, beyond those otherwise required by these LDRs for the development proposal that are attainable and reasonable in the context of the proposed project.

Response: The proposed development will utilize urban form and design to meet the Florida Green Building Certification standard which will reduce the required improvements by 50% per Section 23.2-33(d)(1)(b). A public open space is provided between the buildings along South Dixie Highway for the enjoyment and use of the general public. In addition, the proposed project will be 100% affordable housing which will result in 176 units of affordable housing for the seniors of Lake Worth Beach.

- (c) Do the proposed off-site improvements meet the priorities of the city for community sustainability; and

Response: No off-site improvements are provided.

- (d) Do the proposed features, improvements or fees-in-lieu meet the intent of the Sustainable Bonus Incentive Program?

Response: Per Sec. 23.2-33(a), the intent of the SBIP is to provide increased height, intensity and/or density for developments in exchange for the incorporation of sustainable design features, community-based improvements and overall design excellence as part of a development proposal.

To meet the intent of the SBIP's qualifying sustainability features, the proposed project will:

- Qualify for the Florida Green Building Certification
- Utilize Urban Form and Density
- Provide Affordable Housing Units beyond the requirement amount of 15%

Design Principles, Practices & Performance Standards

Florida Housing Finance Corporation requires that all common areas in the development include the following features where applicable:

- Low or No-VOC paint for all interior walls (Low-VOC means 50 grams per liter or less for flat; 150 grams per liter or less for non-flat paint);
- Low-flow water fixtures in bathrooms—WaterSense labeled products or the following specifications:
 - o Toilets: 1.28 gallons/flush or less,
 - o Urinals: 0.5 gallons/flush,
 - o Lavatory Faucets: 1.5 gallons/minute or less at 60 psi flow rate,
 - o Showerheads: 2.0 gallons/minute or less at 80 psi flow rate;
- Energy Star certified refrigerator;
- Energy Star certified dishwasher;
- Energy Star certified ventilation fan in all bathrooms;
- Water heater minimum efficiency specifications:
 - o Residential Electric:
 - Up to 55 gallons = 0.95 EF or 0.92 UEF; or
 - More than 55 gallons = Energy Star certified; or
 - Tankless = 0.97 EF and Max GPM of ≥ 2.5 over a 77° rise or 0.87 UEF and GPM of ≥ 2.9 over a 67° rise;
 - o Residential Gas (storage or tankless/instantaneous): Energy Star certified,
 - o Commercial Gas Water Heater: Energy Star certified;
- Energy Star certified ceiling fans with lighting fixtures in bedrooms and living rooms;
- Air Conditioning (in-unit or commercial):
 - o Air-Source Heat Pumps – Energy Star certified:
 - ≥ 7.8 HSPF2/ ≥ 15.2 SEER2/ ≥ 11.7 EER2 for split systems
 - ≥ 7.2 HSPF2 ≥ 15.2 SEER2/ ≥ 10.6 EER2 for single package equipment including gas/electric package units
 - o Central Air Conditioners – Energy Star certified:
 - ≥ 15.2 SEER2/ ≥ 12.0 EER2 for split systems
 - ≥ 15.2 SEER2/ ≥ 11.5 EER2* for single package equipment including gas/electric package units.

In addition to those features, we acquire the National Green Building Standard (NGSB) silver certification. We provided our NGBS consultant, TwoTrails, with the requirements that are listed in the City code and they provided a letter (attached) stating that the NGBS silver certification would satisfy the below requirements.

- Overall, ten (10) percent reduction in greenhouse emissions over the life of the building as
- compared to industry standards,
- Overall, ten (10) percent reduction in carbon footprint during construction and operation of the
- building as compared to industry standards,
- Overall, twenty (20) percent reduction in refuse stream during construction and operation of the
- building as compared to industry standards,
- Overall utilization of at least twenty (20) percent recycled materials and/or materials that are
- recyclable,
- Overall, twenty (20) percent reduction in water usage during operation of the building as
- compared to industry standards,
- Efficient use of natural resources through use reduction, reuse, reclamation, and recycling,
- Incorporation of design features and uses that support multi-modal transportation options,
- Incorporation of appropriate safety features to ensure the security and comfort of both occupants and visitors

The only item not satisfied by the NGBS silver certification is the incorporation of amenities that are conducive to enhancing community pride and social Interaction. The developer will incorporate local artists' artwork in the common areas reflecting the culture of Lake Worth Beach to enhance community pride. The public art, that will be installed on the exterior of the buildings, will be designed in a manner to emit a sense of esprit de corps for both the residents and the surrounding community. The developer has also designed the following common areas to encourage social interaction:

- Grand Parlor – A common area where residents can socialize in a comfortable and relaxing atmosphere. This is a great area to meet and greet fellow residents while sipping their morning coffee.
- Game Room – The game room is a common area that encourages residents to socialize while playing board games or to play a friendly game of pool.
- Activity Room – The most versatile and largest common area is the activity room. Here residents can enjoy arts and crafts, watch tv, or partake in group activities like birthdays and holidays.



To whom it may concern,

The proposed project, Madison Terrace, if designed and constructed in accordance with the National Green Building Standard's (NGBS) Silver Level Certification, would meet the following requirements.

- Overall ten (10) percent reduction in greenhouse emissions over the life of the building as compared to industry standards.
- Overall ten (10) percent reduction in carbon footprint during construction and operation of the building as compared to industry standards.
- Overall twenty (20) percent reduction in refuse stream during construction and operation of the building as compared to industry standards.
- Overall utilization of at least twenty (20) percent recycled materials and/or materials that are recyclable.
- Overall twenty (20) percent reduction in water usage during operation of the building as compared to industry standards.
- Efficient use of natural resources through use reduction, reuse, reclamation, and recycling.
- Incorporation of design features and uses that support multi-modal transportation options.
- Incorporation of appropriate safety features to ensure the security and comfort of both occupants and visitors.

If you have any questions regarding the NGBS certification, please feel free to contact our office.

Thank you,

A handwritten signature in black ink, appearing to read "Josh Kane".

Josh Kane

Vice President | LEED AP BD&C & Homes, CxA

Home Innovation Research Labs (NGBS) Accredited Verifier
RESNET HERS & ENERGY STAR Rater

Josh@twotrails.com

941.776.8680

941.238.6382

www.twotrails.com

Sustainable Qualities, Values and Principles

The City of Lake Worth Beach has created a comprehensive plan for growth and development based on their vision for the future by embracing the past. It starts with a commitment to the preservation of historic architecture and cultural identity that has evolved over the years. This pursuit is particularly important as many urban infill redevelopments make more and more places look the same, emphasizing the importance for communities to keep their identities intact.

To meet these commitments, Madison Terrace has incorporated the following elements in its exterior and interior design and has adopted management practices to encourage the residents to help meet the commitments stated below.

a. Cultural resources

Invariably a vast majority of our residents come from the community and keep the local culture in place. Incorporating the work of local artists to enhance our interior décor is another way to preserve the heritage of the community. In some of our past developments, residents and management have organized activities such as group clubs and we expect this development to be no different but will depend on the residents' interests.

b. Historical resources

Based on recommendations from the city staff and as referenced in the comprehensive plan the Madison Terrace architecture is based on a style known as "contemporary industrial" mimicking some of the features reminiscent of the existing architecture found in the neighborhoods and historic buildings in the area. Even one or two architectural design elements can help to define a building and hint at the community's past. The sense of history can contribute to community pride, and to a better understanding of the community's present.

c. Ecological/natural resources

We incorporate *sustainable elements that meet the Florida Green Building Certification standards* such as energy-efficient lighting fixtures, such as LED bulbs, throughout the development, ENERGY STAR-certified appliances for common areas and individual units, including refrigerators, dishwashers, and washing machines, which consume less energy. We implement water-efficient fixtures, such as low-flow toilets, faucets, and showerheads, throughout the development and encourage residents to adopt water-saving habits.

d. Diversity and inclusion

We offer housing options that cater to all individuals of different low-income levels creating a diverse community. Our residents are comprised of an ethnically diverse population setting an example of how people of different backgrounds can live and prosper together. With the support of our management team, we believe this project will create a positive example for the entire community.

e. Social justice

We diligently administer fair housing practices and anti-discrimination policies so everyone from all different backgrounds can expect fair treatment.

f. Economic investment

The city, CRA, Federal government and the developer all contribute a significant investment for one common goal, to provide affordable housing. The overall investment for this development will be approximately \$22 million. We have consulted with our General Contractor that builds our projects and they expect that this project will produce approximately 180-220 short-term jobs. In addition, typically our developments generate three full-time jobs.

g. Neighborhood vitality

The current use of the site is a used car lot that does not add much vitality to the area and most the existing structures in this part of South Dixie Highway were built in the 1950s and 60s. These structures have become obsolete and are at the end of their useful life cycle. Our proposed development will generate neighborhood vitality through attractive architecture and green public space. We provide safety for our residents via secured access to the buildings. The core of our building is constructed using post tension concrete ensuring longevity for multi-generational use.

h. Sense of place

Our communities are designed so residents feel at home. The art and other interior décor make the building feel warm and inviting. The common areas provide opportunities for residents to socialize with each other providing a sense of community. The contemporary industrial architectural style adds a sense of place as it identifies with the overall fabric of the city.

i. Education. Management promotes group activities such as arts and crafts and encourages residents to participate in social gatherings around the holidays. Our common areas include a game room with pool table and an activity room. In some of our other developments, residents and management organize group activities such as gardening clubs and we expect this development to be no different but will depend on the resident's interests.

j. Recreation. Management promotes group activities such as arts and crafts and encourages residents to participate in social gatherings around the holidays. Our common areas include a game room with pool table and an activity room.

Photographs of Subject Site & Adjacent Properties

The below photos are adjacent properties to the east of 821 South Dixie Hwy



The below photo is of the 9th Avenue South Right-of-Way facing west from South Dixie Hwy



The below photo is of the 9th Avenue South Right-of-Way facing east from South H Street



The below photo is of the alley Right-of-Way that runs down the center of the project site.



The below photo is of an adjacent property – east of South H Street and the north of the project site



Below is an adjacent property west of South H Street



Below is an adjacent property west of South H Street



Project Site Photo – West of South Dixie Hwy



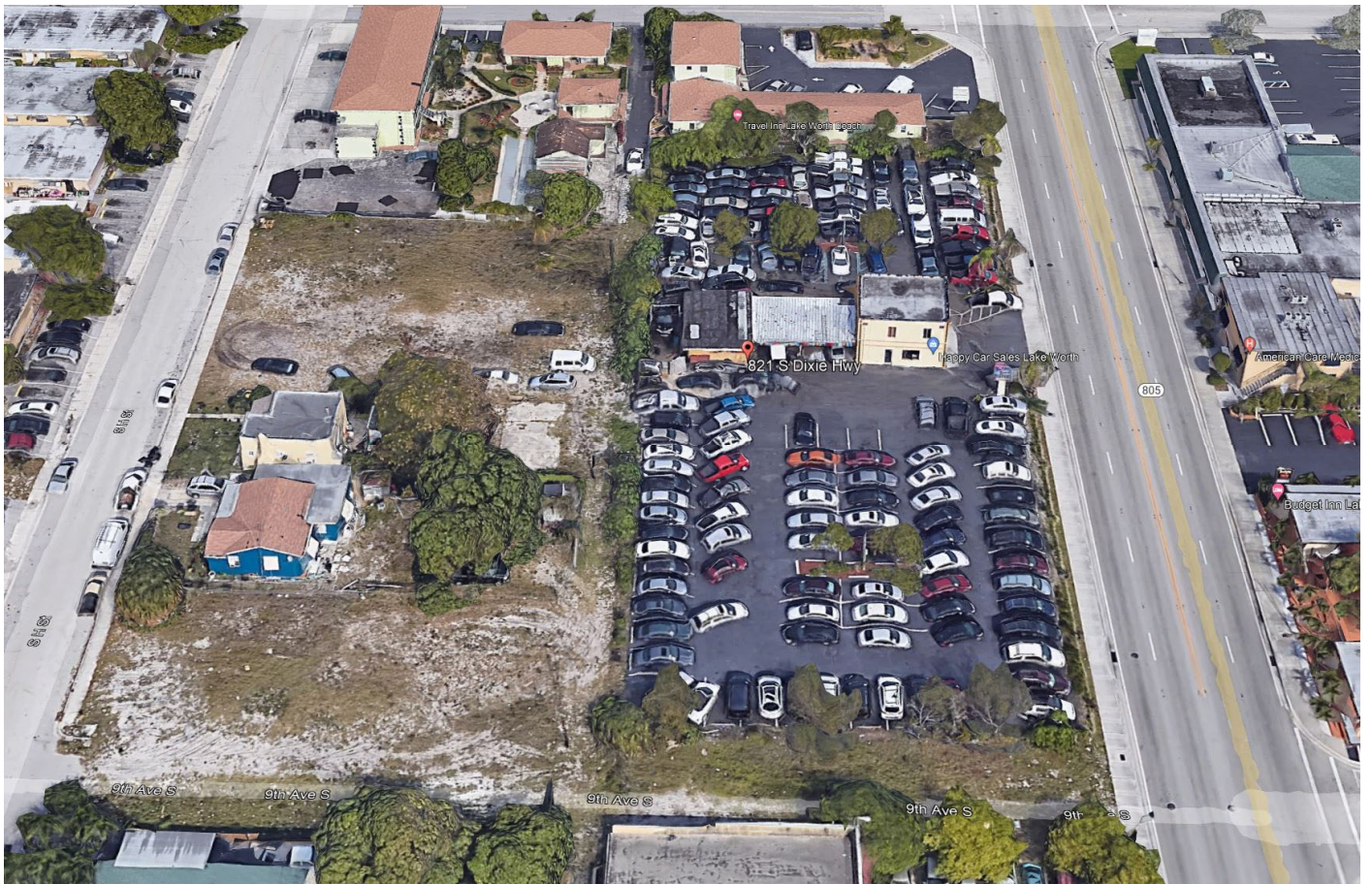
Project Site Photo – View from South H Street to the northeast



Project Site Photo – View from South H Street to the southeast



Below is aerial photo of project site



Photometric Site Plan

Symbol	Qty	Label	Arrangement	Lumens	LF/F	Lum. Watts	(MANUFAC)	Description	BID Rating	Mounting
⊙	12	G1	Single	3874	0.300	28	EATON - MCGRAW-EDISON (FORMER COOPER LIGHTING)	TT-01-740-U-WQ	B2-00-G1	13
⊙	16	G2	Single	9413	0.300	74.7	EATON - MCGRAW-EDISON (FORMER COOPER LIGHTING)	TT-02-740-U-CQ	B3-00-G1	13
⊙	5	SA	Single	10181	0.300	108	COOPER LIGHTING SOLUTIONS - MCGRAW-EDISON (FORMERLY EATON)	GAM-SA1C-740-0-74FT-HSS	B1-00-G2	20
⊙	2	SB	Single	5123	0.300	57	COOPER LIGHTING SOLUTIONS - MCGRAW-EDISON (FORMERLY EATON)	GAM-SA1C-740-0-74FT-HSS	B1-00-G2	20
⊙	12	X	Single	2745	0.300	20.1	COOPER LIGHTING SOLUTIONS - MCGRAW-EDISON (FORMERLY EATON)	ISS-SALX-740-0-SL3	B1-00-G1	10, 12

Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
ADDED CALC	Illuminance	Ft	1.76	2.8	0.6	2.93	4.67
COMPSTER	Illuminance	Ft	0.48	0.9	0.1	4.80	9.00
NORTH GARAGE_Floor	Illuminance	Ft	10.00	36.1	1.2	8.33	30.08
PROPERTY LINE	Illuminance	Ft	0.32	1.0	0.0	N.A.	N.A.
SITE CALC	Illuminance	Ft	1.90	3.0	0.5	3.40	10.00
SOUTH GARAGE_Floor	Illuminance	Ft	9.42	30.1	1.1	8.54	31.91

McGraw-Edison GALN Galleon II
Area / Site Luminaire

Product Certifications
UL, ENEC, CE, FCC, RoHS

Interactive Menu
• Ordering Information
• Product Specifications
• Mounting Details
• Energy and Performance Data
• Control Options

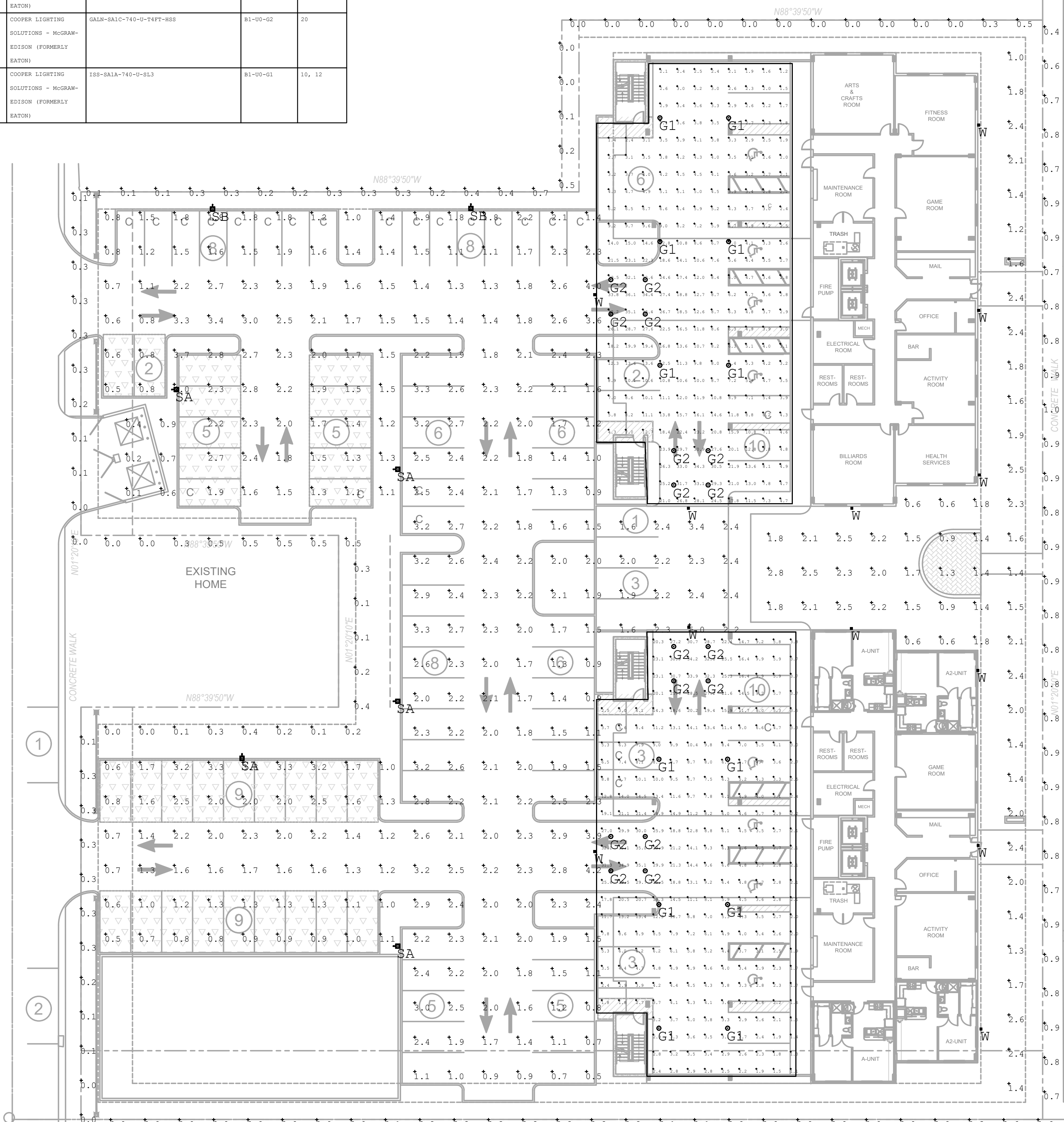
Quick Facts
• Luminaire packages range from 3,500 - 73,000 (DIM - 152W)
• 18 optical distributions
• Efficacy up to 149 lumens per watt

Dimensional Details
• Mounting arm
• Pole height
• Pole diameter

Connected Systems
• Wireless
• Wired

McGraw-Edison GALN Galleon II

Ordering Information	Product Specifications	Mounting Details	Energy and Performance Data	Control Options
Ordering Information	Product Specifications	Mounting Details	Energy and Performance Data	Control Options
Ordering Information	Product Specifications	Mounting Details	Energy and Performance Data	Control Options
Ordering Information	Product Specifications	Mounting Details	Energy and Performance Data	Control Options



McGraw-Edison TT TopTier
Parking Garage Luminaire

Product Certifications
UL, ENEC, CE, FCC, RoHS

Interactive Menu
• Ordering Information
• Product Specifications
• Mounting Details
• Energy and Performance Data
• Control Options

Quick Facts
• Luminaire packages range from 2,757 - 22,831
• Efficacy up to 149 lumens per watt
• Utilizes general-intelligence technology for maximum visual comfort
• Surface-mount, recessed, wall and direct conduit mount options

Dimensional Details
• Mounting arm
• Pole height
• Pole diameter

Connected Systems
• Wireless
• Wired

McGraw-Edison TT TopTier

Ordering Information	Product Specifications	Mounting Details	Energy and Performance Data	Control Options
Ordering Information	Product Specifications	Mounting Details	Energy and Performance Data	Control Options
Ordering Information	Product Specifications	Mounting Details	Energy and Performance Data	Control Options
Ordering Information	Product Specifications	Mounting Details	Energy and Performance Data	Control Options

McGraw-Edison Impact Elite LED
Wall Mount Luminaire

Product Certifications
UL, ENEC, CE, FCC, RoHS

Interactive Menu
• Ordering Information
• Product Specifications
• Mounting Details
• Energy and Performance Data
• Control Options

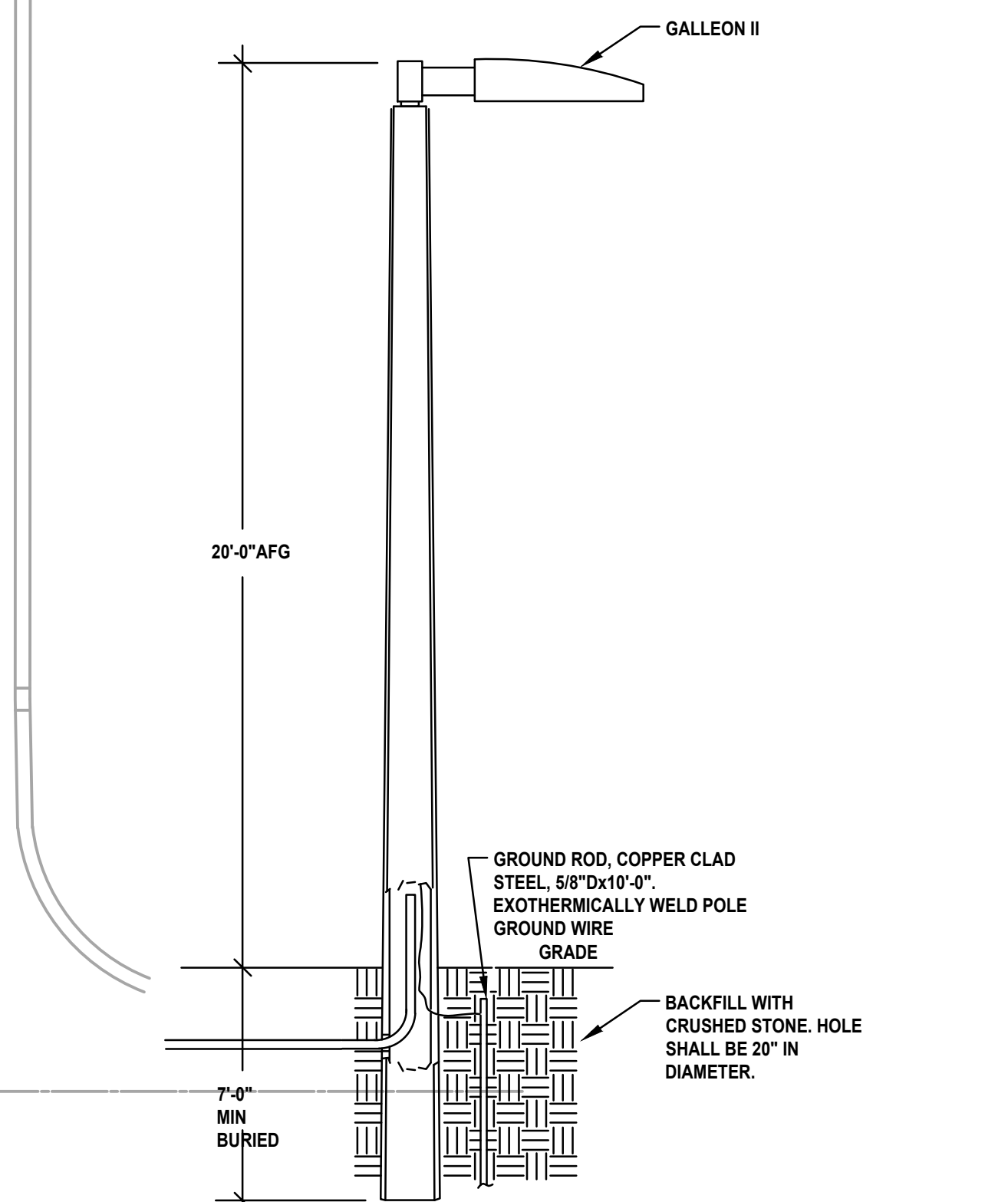
Quick Facts
• 18 optical distributions
• Luminaire packages range from 2,469 to 11,480 (DIM - 152W)
• Efficacy up to 149 lumens per watt

Dimensional Details
• Mounting arm
• Pole height
• Pole diameter

Connected Systems
• Wireless
• Wired

McGraw-Edison Impact Elite LED

Ordering Information	Product Specifications	Mounting Details	Energy and Performance Data	Control Options
Ordering Information	Product Specifications	Mounting Details	Energy and Performance Data	Control Options
Ordering Information	Product Specifications	Mounting Details	Energy and Performance Data	Control Options
Ordering Information	Product Specifications	Mounting Details	Energy and Performance Data	Control Options



DIRECT BURIED POLE MOUNTED LIGHTING FIXTURE DETAIL

No.	Revision/Issue	Date
	ISSUED FOR PERMIT	06-26-2023

Madison Terrace Apartments
821 S DIXIE HWY, LAKE WORTH BEACH, FL 33460

CA# 26308

INGENUITY ENGINEERS, INC.
"PROACTIVE ENGINEERING SOLUTIONS"
6275 HAZELTINE NATIONAL DR. ORLANDO, FLORIDA | 407.398.6007

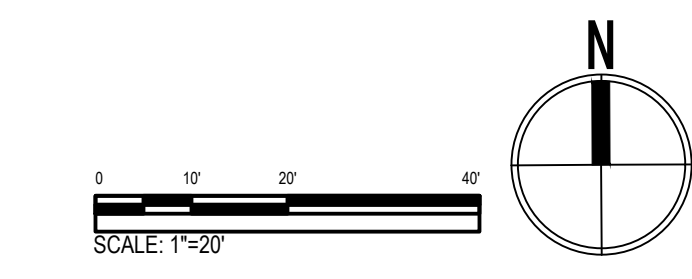
Drawn By: DRN
Project: I23243.00

Checked/Approved By: CHK

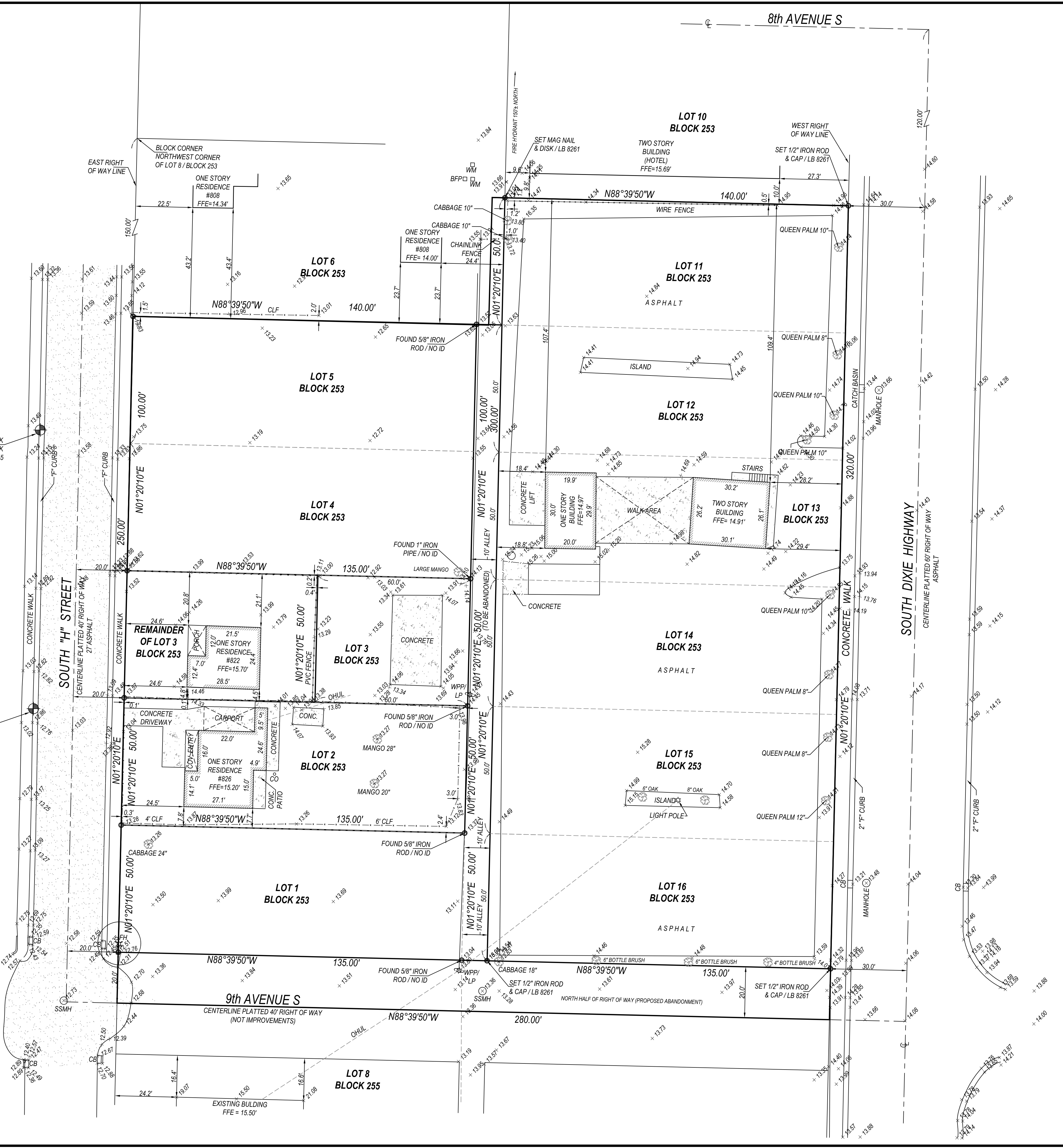
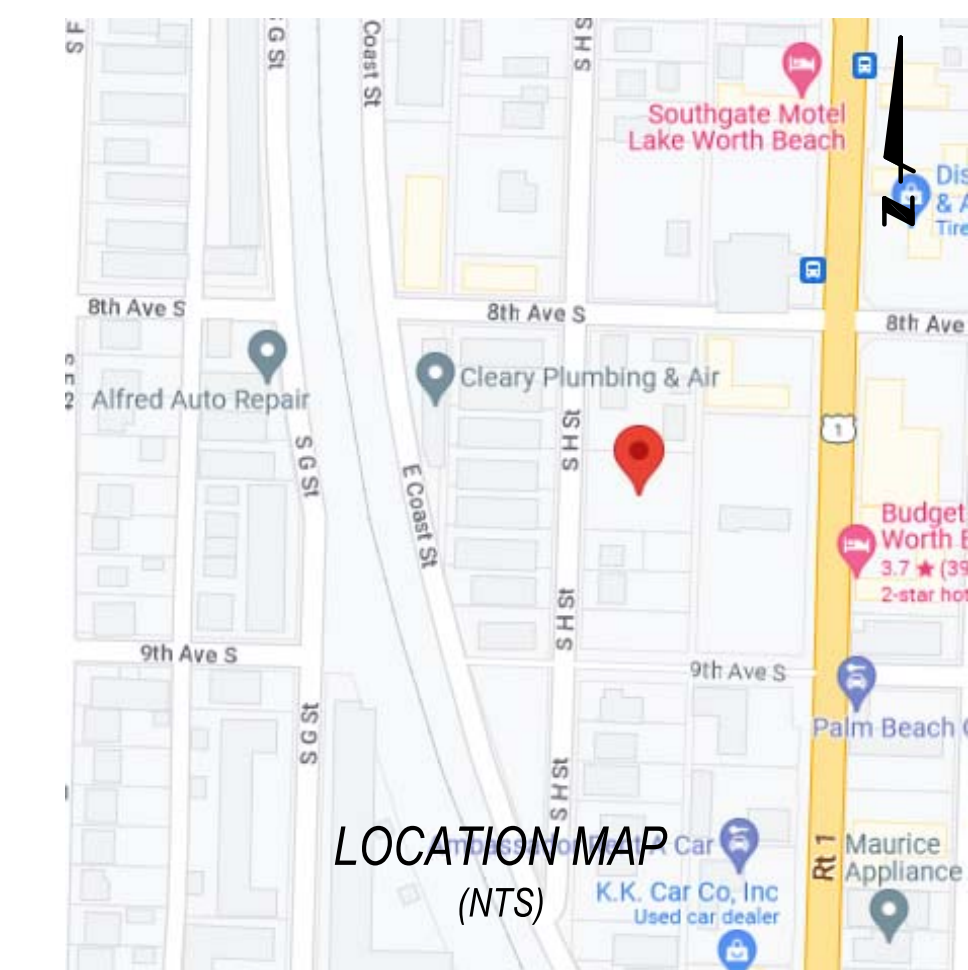
PHOTOMETRIC SITE PLAN

Jody McKenzie, PE
No. 53253
STATE OF FLORIDA
PROFESSIONAL ENGINEER

E-010



Survey



PROPERTY ADDRESS:
 818 SOUTH H STREET
 824 SOUTH H STREET
 826 SOUTH H STREET
 832 SOUTH H STREET
 LAKE WORTH BEACH, FL 33460

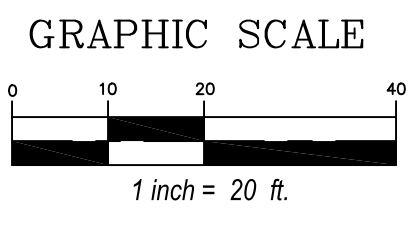
FLOOD ZONE: "X"
PANEL NO.: 12099C 0781F
DATE: OCTOBER 5, 2017

- CERTIFIED TO:**
1. WELLS FARGO COMMUNITY HOLDINGS, LLC, ITS SUCCESSORS AND/OR ASSIGNS
 2. WELLS FARGO BANK, NATIONAL ASSOCIATION, AND NATIONAL BANKING ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS, AS THEIR INTERESTS MAY APPEAR
 3. MADISON TERRACE, LLC, A FLORIDA LIMITED LIABILITY COMPANY
 4. ZIMMERMAN, KISER & SUTTCLIFFE, P.A
 5. FLORIDA HOUSING FINANCE CORPORATION

LEGAL DESCRIPTION:
 LOTS 1 THROUGH 5, AND LOTS 11 THROUGH 16, BLOCK 253, PALM BEACH FARMS CO., PLAT NO. 2, TOWNSITE OF LUCERNE (N/K/A LAKE WORTH), ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 29 TO 40, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. TOGETHER WITH THE NORTH ON HALF OF THE UNIMPROVED RIGHT OF WAY OF 9TH AVENUE SOUTH LYING SOUTH OF AND IMMEDIATELY ADJACENT TO SAID LOTS 1 AND 16, BLOCK 253, AND THAT PORTION OF THE 10 FEET WIDE ALLEYWAY LYING IN SAID BLOCK 253, BOUNDED ON THE SOUTH BY THE NORTH RIGHT OF WAY LINE OF SAID RIGHT OF WAY OF 9TH AVENUE SOUTH AND ON THE NORTH BY THE EASTERLY EXTENSION OF NORTH LINE OF LOT 5, BLOCK 253 TO THE EAST LINE OF SAID ALLEYWAY, AND THE EAST ONE HALF OF SAID ALLEYWAY LYING WEST OF AND IMMEDIATELY ADJACENT TO LOT 11, BLOCK 253, PALM BEACH FARMS CO., PLAT NO. 2, TOWNSITE OF LUCERNE (N/K/A LAKE WORTH), ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 29 TO 40, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

CONTAINING 82593.79 SQUARE FEET OR 1.896 ACRES.

- SURVEYORS' NOTES:**
1. I HEREBY CERTIFY THIS SURVEY MEETS STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17.050-.052, OF THE FLORIDA ADMINISTRATIVE CODE, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES.
 2. THE SURVEY MAP AND REPORT AND THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR VERIFIED ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
 3. UNDERGROUND OR OBSCURED IMPROVEMENTS WERE NOT LOCATED.
 4. DIMENSIONS ARE RECORD AND FIELD UNLESS OTHERWISE NOTED.
 5. STATED DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS.
 6. THIS FIRM'S CERTIFICATE OF AUTHORIZATION NUMBER IS LB 8261.
 7. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
 8. SURVEY SUBJECT TO RESERVATIONS, RESTRICTIONS, EASEMENTS AND RIGHTS-OF-WAY OF RECORD. (UNLESS A TITLE REVIEW, COMMITMENT REVIEW, OR OWNERSHIP AND ENCUMBRANCE REVIEW IS PRESENT ON THE FACE OF THIS DOCUMENT, THIS SURVEY HAS BEEN COMPLETED IN THE ABSENCE OF A TITLE INSURANCE POLICY).
 9. LOCATION MAP IS GLEANED FROM ONLINE MAPPING SITES AND IS ONLY APPROXIMATE.
 10. ELEVATIONS SHOWN HEREON ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988. (NAVD'88)



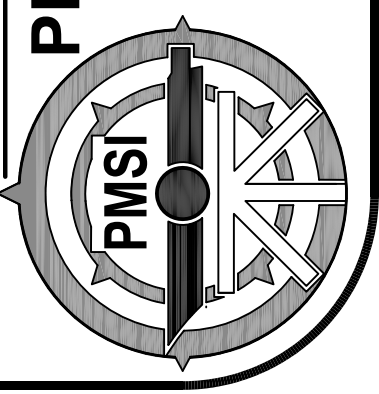
- LEGEND:**
- FH FIRE HYDRANT
 - CONC CONCRETE
 - OHUL OVERHEAD UTILITY LINE
 - COV COVERED
 - CO CLEANOUT
 - SSMH SEWER SANITARY MANHOLE
 - WPP WOOD POWER POLE
 - LP LIGHT POLE
 - CB CATCH BASIN
 - WM WATER METER
 - BFP BACKFLOW PREVENTER

DATE	06-04-23
DRAWN	MS/AR
FIELD	CD
SURVEY	MS/AR
PURPOSE	BOUNDARY SURVEY
JOB#	23-0314

SIGNED: *[Signature]*
 DOUGLAS WALKER, SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 7211

BOUNDARY AND TOPOGRAPHIC SURVEY

PRINCIPAL MERIDIAN SURVEYING, Inc.
 LICENSED BUSINESS NO. 8261
 4546 CAMBRIDGE STREET
 WEST PALM BEACH, FL 33415
 OFFICE 561-478-7764



Public Open Space & Monument Sign Design





MADISON
TERRACE

821

STAFF REPORT REGULAR MEETING

AGENDA DATE: September 19, 2023

DEPARTMENT: Leisure Services

TITLE:

Contract with Oceanside Beach Services, Inc., for beach equipment rental concessions.

SUMMARY:

This contract will authorize Oceanside Beach Services, Inc., to provide rental of beach equipment and services at Lake Worth Beach for a period up to five (5 years).

BACKGROUND AND JUSTIFICATION:

The Leisure Services Department issued Request for Proposal (RFP) No. #23-204 for Beach Equipment Rental Concession and received one proposal in response. The RFP asked for proposals for the rental of beach equipment such as beach chairs, pads and umbrellas. The beach equipment rentals will be located on the north end of the beach and the contractor shall not be authorized to rent any equipment that is not covered in the attached contract and covered by the contractor's insurance policy furnished to the City.

Compensation from Oceanside Beach Services, Inc., to the City of Lake Worth Beach shall follow:

Year One:

Annual Concession Fee \$126,000.00;

Year Two:

Annual Concession Fee \$137,000.00;

Year Three:

Annual Concession Fee \$148,000.00;

Year Four:

Annual Concession Fee \$159,000.00;

Year Five:

Annual Concession Fee \$170,000.00;

Total five year annual concession fee: \$740,000.00

MOTION:

Move to approve/disapprove contract with Oceanside Beach Services, Inc., for beach rental concessions.

ATTACHMENT(S):

- 1) Fiscal Impact Analysis
- 2) Agreement

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Inflows					
Current Appropriation	\$115,000	\$137,000	\$148,000	\$159,000	\$170,000
Program Income	\$ 11,000	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows					
Current Appropriation	0	0	0	0	0
Operating	0	0	0	0	0
Capital	0	0	0	0	0
Net Fiscal Impact	\$ 11,000	0	0	0	0
No. of Addn'l Full-Time Employee Positions					
	0	0	0	0	0

Contract Award - Existing Appropriation		
	Revenue Source	Expenditure
Department	Leisure Services	
Division	Beach Fund	
GL Description	Beach Concession Rentals	
GL Account Number	140-0000-347.30-80	
Project Number	N/A	
Requested Funds	\$126,000	

**CITY OF LAKE WORTH BEACH
BEACH EQUIPMENT RENTAL CONCESSION CONTRACT**

This CITY OF LAKE WORTH BEACH - BEACH EQUIPMENT RENTAL CONCESSION CONTRACT ("Contract") is entered into on the ____ day of _____, 2023, by and between the CITY OF LAKE WORTH BEACH, a Florida municipal corporation ("CITY"), and OCEANSIDE BEACH SERVICE, INC., a Florida corporation, with a mailing address of P.O. Box 13018, North Palm Beach, FL 33408 ("CONTRACTOR").

RECITALS

WHEREAS, the CITY issued RFP No. 23-204 for Beach Equipment Rental Concession services ("RFP") which is incorporated herein as if set forth in full; and

WHEREAS, the CONTRACTOR submitted its proposal in response to the RFP ("Proposal") which proposal is attached hereto as **Exhibit A** and is incorporated herein; and

WHEREAS, the CITY desires to accept CONTRACTOR's Proposal in order for CONTRACTOR to render the services to the CITY as provided herein; and

WHEREAS, the CONTRACTOR further warrants that it is experienced and capable of performing the required services hereunder in a professional and competent manner; and

WHEREAS, the CITY finds entering into this Contract with the CONTRACTOR for provision of the services 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 of Contract:** The term of this Contract shall be for a period of five (5) years. In its sole discretion, the CITY may extend this term by an additional ninety (90) days if it is in the best interest of the CITY. All the same terms and conditions shall apply to an extension of this Contract unless otherwise agreed to in writing by the parties.

2. **Scope of Services:** The CONTRACTOR shall perform all services as described in the RFP and the Proposal in accordance with this Contract (hereinafter "Services," "services," or "Concession"). Such services shall be performed in accordance with the RFP, the Proposal, and all applicable laws, ordinances, rules and regulations applicable to this Contract or otherwise applicable to beach concessionaires. At its sole discretion, the CITY may require the addition or deletion of Services from the Contract, during the Contract term (and any extension thereof), as the requirements and needs of the CITY change. This may include, but not be limited to, additional items of a similar nature but not specifically listed in the Contract, increases in the quantity of equipment, changes or elimination of equipment, modifications in operating hours, or similar type changes. The CONTRACTOR's rights under this Contract are nonexclusive.

The CITY has entered into the "Accessibility of Beach Services Agreement," dated August 25, 2022, with Gulfstream Owner, LLC, the owner of the Gulfstream Hotel, located at 1 Lake Avenue, Lake Worth Beach, Florida ("Hotel"). Pursuant to this Accessibility Agreement,

the CONTRACTOR agrees to make beach concessions available to Hotel guests at a commercially reasonable rate not to exceed the rate charged to the general public. Hotel guests may utilize the beach concessions provided by the CONTRACTOR to the same extent as other users of the beach. All beach concession services will be available on a first come, first served basis to both the public and Hotel guests. Such beach concession services for Hotel guests must be obtained by the Hotel guests in person directly with the CONTRACTOR and not by Hotel staff or by appointment. If and when the Hotel requests an agreement with the CONTRACTOR to establish a commercially reasonable rate for Hotel guests for beach concession services, the procedures for the CONTRACTOR to charge the Hotel directly for its guests' concession services, and other terms and conditions, the CONTRACTOR agrees to negotiate in good faith with the Hotel.

3. **Compensation:** The CONTRACTOR shall pay to the CITY a fixed annual concession fee in the amounts set forth below for each year of this Contract:

- A. For year one- \$126,000.00;
- B. For year two- \$137,000.00;
- C. For year three-\$148,000.00;
- D. For year four- \$159,000.00;
- E. For year five- \$170,000.00; and
- F. For any extension – Existing monthly payment.

Said annual fee shall be paid in twelve (12) equal installments on a monthly basis in advance. The CONTRACTOR shall be responsible for the payment of all applicable taxes, including but not limited to state sales taxes, associated with the operation of the concession and the use of public property. All such taxes shall be paid by the CONTRACTOR at the same time as the monthly fee. The first monthly payment shall be due by 5:00 P.M. on October 1, 2023, and shall thereafter be due ten (10) days prior to the commencement of each month thereafter without further notice or demand. Said payment shall be due without billing. Late payments shall bear interest at a rate of 1 1/2% per month. If the payment is not received within fifteen (15) days of the payment due date, the CITY may take possession of the CONTRACTOR's assets located on CITY property and terminate this Contract without penalty to the CITY.

4. **Equipment; Storage:** Equipment as referred to herein shall generally mean strap lounges and cushions, cabana hoods, umbrellas, sand armchairs with footrests, wooden armchairs, tables, welcome station beach chairs, welcome station umbrellas, boogie boards, and any other equipment required under the RFP and as otherwise set forth in the Proposal. The CONTRACTOR shall not be authorized to rent any equipment, which is not scheduled in its Proposal and covered by CONTRACTOR's insurance policy furnished to the CITY, unless prior to such rental, the CONTRACTOR shall have furnished an additional list of equipment to the CITY's Leisure Services Director and received approval from the CITY in writing. The CONTRACTOR has secured the CITY's Leisure Services Director's approval of the design, type, material and color (as defined and shown in the Proposal) of the equipment. CONTRACTOR shall not change, alter, or modify CITY-approved design, type, material or color of any beach equipment without the prior written consent of the City Manager or the City Manager's designee.

All equipment shall be maintained in excellent working condition and clean and free of defects such as visible rust, wear, tears, stains, fading, dirt, grime or any other condition that would

diminish its appearance. All equipment shall meet strict safety standards, and equipment which is broken or poses a potential safety risk shall be immediately removed and replaced. The contractor will be solely responsible for ensuring that all equipment is safe and meets all regulations and other safety requirements. All equipment shall be inspected on a schedule as is necessary to ensure the sound mechanical and working condition and appearance. The CITY's Leisure Services Director or designee, in his/her sole discretion, shall have the right to have equipment not meeting the minimum standards removed from the beach. The CONTRACTOR's detailed plan for the method to secure umbrellas and cabana hoods while in use, to ensure the safety of customers and beachgoers is set forth in the Proposal and the CONTRACTOR shall abide by the same. If such method fails to ensure the safety of others, the CONTRACTOR shall use another method to secure such equipment and shall seek the approval of the CITY for the same. The CONTRACTOR shall only be permitted to sell the items covered by this Contract. No food or beverages may be sold. The CONTRACTOR shall not interfere with a private owner's use of their equipment on the public beach and shall not in any other way interfere with persons using the beach.

The CONTRACTOR shall secure all equipment using proper means and locking devices and otherwise in accordance with the Proposal. Equipment storage shelters are not permitted without the prior written approval of the Department of Environmental Protection and the CITY. The CITY shall not be responsible for any loss, damage or theft of any equipment. The security for all property, equipment and supplies owned and provided by the CONTRACTOR shall remain the responsibility of the CONTRACTOR. Costs relating to the repair or replacement of such items, stolen or lost, or damaged shall be at the sole expense of the CONTRACTOR.

5. **Use of Beach:** This Contract is for concession services at the municipal beach and is not a lease or a franchise. The CONTRACTOR acknowledges that all of the beach areas are public and, as such, concession operations must not restrict, or appear to restrict, the general public's access to the beach or any other public place, or in any way limit the public nature or ambiance of the beach. The CONTRACTOR will conduct its operations so as to maintain a reasonably quiet and tranquil environment for the adjacent area and make no public disturbances. The CONTRACTOR shall operate in a manner that will ensure the convenience and safety of the public. The CONTRACTOR's operations shall include an awareness of and measures to ensure the protection, conservation, and preservation of the resources of the municipal beach.

Notwithstanding the Concession Area (generally, the north side of Lake Worth Beach Pier that has access for the general public or as otherwise defined by the CITY), CONTRACTOR understands, agrees and acknowledges that such Concession Area along with any and all other public beach areas not specifically identified herein, are public and, as such, must remain available for the use and enjoyment of the general public whether or not the public chooses to use any of the CONTRACTOR's equipment. In the event that a member of the public is within the Concession Area, as set forth herein, CONTRACTOR agrees to allow for his/her continued peaceful enjoyment of said area.

6. **Management and Staffing; Subcontractors:** CONTRACTOR shall provide and manage the Services provided during the term of this Contract in compliance with this Contract. An experienced manager shall be available for access to oversee the daily operation of this concession and with the full authority to direct the operation and immediately take all corrective action required to correct erroneous procedures and ensure complete and continuous

compliance with requirements and specifications of this Contract at all times while the concession is in operation. CONTRACTOR shall, at all times, maintain an adequate staff to provide efficient, competent and experienced service, on a full-time basis and necessary for the satisfactory completion of Services hereunder. Staff shall also advise all persons thereon, when necessary, of applicable rules, regulations and ordinances pertaining to the use and enjoyment of the beach rental equipment. An employee shall be present at all times at the concession location during the hours of operation. CONTRACTOR shall provide all Services in a business-like and professional manner so as to encourage its use and shall assure that the public is treated courteously.

The CONTRACTOR shall employ workers to service this operation who are literate, neat, clean, well-groomed, courteous, and conversant in the English language. All of the CONTRACTOR's employees shall wear an appropriate uniform to include a standardized uniform shirt and shorts identifying the name of the company, and such uniform shall be pre-approved by the CITY. All uniforms worn shall be maintained in a neat and clean manner. "Hawking" to attract attention and/or summoning or accosting any person is prohibited. The playing of music or allowing other activity that disturbs the public is prohibited. The CITY's Leisure Services Director shall have the right to require any employee(s) of the CONTRACTOR to be permanently removed from the beach premises whenever it appears to be in the best interest of the CITY. In the event the CITY finds that an employee of the CONTRACTOR is not satisfactory, it will notify the CONTRACTOR and request a substitution of personnel satisfactory to the CITY.

Any subcontractor of the CONTRACTOR shall be subject to the prior approval of the CITY. CONTRACTOR shall ensure that all of CONTRACTOR's subcontractors perform in accordance with the terms and conditions of this Contract. CONTRACTOR shall be fully responsible for all of CONTRACTOR's subcontractors' performance, and liable for any of said subcontractors' non-performance and acts and omissions.

7. **Hours of Operation:** During the term of this Contract, CONTRACTOR shall provide the Services seven (7) days per week, on a 52 week per year schedule. CONTRACTOR shall operate the Concession from 9:00 a.m. to 5:00 p.m. or as otherwise directed by the CITY due to daylight savings time or other circumstances, as determined in the sole discretion of the CITY. CONTRACTOR-requested exceptions shall only be considered when inclement weather conditions do not warrant the operation of the Concession or Services or with an advance request for such change and approval by the City Manager or the CITY'S Leisure Services Director at their sole discretion.

8. **Advertising:** Unless approved in advance by the CITY in writing, the CONTRACTOR shall not display any signs or advertising matter, except a list of prices/rental rates charged, and a pennant at the Concession Area not larger than twelve (12) inches wide and twenty-four (24) inches long, which shall show the name of the CONTRACTOR. Notwithstanding anything to the contrary set forth in this Contract, the CONTRACTOR shall have no right to display any advertising except as set forth in this Section. The CONTRACTOR may not have any advertisements on the equipment except the small name of the concession as approved by the CITY. CONTRACTOR shall remove any object or promotional material which the CITY, in its sole discretion, deems inappropriate.

9. **Rental Rates:** Rental rates and prices for concession services shall be consistent with those charges for similar services and merchandise in the area of recreational facilities

and tourist attractions in the Palm Beach County area. The rates and charges for rental of CONTRACTOR's equipment which are included in the Proposal are specifically incorporated herein and made a part of this Contract. Such rates have been reviewed and approved by the CITY prior to the commencement of this Contract. Such stated rates and charges shall be consistent throughout the term of this Contract. The stated rates/prices for equipment shall be posted and visible to all customers. Any requests for modification and changes in such rates must be presented to the CITY with a minimum of 30 days prior to the desired date of rate change. Such change requests must be in writing and directed to the CITY's Leisure Services Director. The Director shall review and accept, refuse or modify such rate change requests. The CITY shall have the final decision, in its sole discretion, relating to any such change requests.

10. **Appearance of Premises:** The CONTRACTOR shall be responsible for having a neat, sanitary, and organized operation at all times and for maintaining this condition during the operating hours of the Concession Area and otherwise where equipment is used. The concession operation and Concession Area shall be maintained by the CONTRACTOR to provide an aesthetically pleasing appearance and to ensure that its operations are not detrimental to the immediate surroundings. The CITY shall provide, at the CITY's expense, all trash and rubbish receptacles which will be placed within the confines of the Concession Area in quantity adequate for the CONTRACTOR'S own use and that of the public. The CONTRACTOR shall be responsible for ensuring all trash and rubbish within the Concession Area is placed in the provided receptacles. The removal and disposal of the trash and rubbish from the receptacles shall be the responsibility of, and at the expense of the CITY.

11. **Location of Services:** The CONTRACTOR shall set up its operations as set forth in the Beach Concession Operations Map, which is attached hereto as **Exhibit B** and incorporated herein. Such Map is subject to change as determined in the sole discretion of the CITY. Equipment may not be placed or installed closer to the water mark than the lifeguard stations maintained by the CITY. The area between the waters of the Atlantic Ocean and the lifeguard station(s) shall be for the use of the public in general. No equipment may be placed in picnic areas. The daily staging location of all cabanas and umbrellas shall be subject to CITY approval, in its sole discretion. The CITY shall have the right to require a change in such location. There shall not be placement of chairs, umbrellas or cabanas within a 20-foot perimeter of the lifeguard stand. The CONTRACTOR also agrees to relocate any of its equipment used in connection with this concession upon demand of the City Manager or designee, if the CITY determines that a hazardous or unsightly condition exists in an area where such equipment is used or where the CITY is undertaking a special event.

12. **Improvements:** CONTRACTOR may make alterations, additions or improvements in or to the premises used for concessions only with the written consent of the City Manager or designee. All proposed improvements by the CONTRACTOR shall meet all applicable federal, state and local requirements and shall be subject to written approval by the City Manager or designee in his/her sole discretion. During any improvements, CONTRACTOR is to continue providing the Services required herein. The CONTRACTOR shall coordinate such improvements with the CITY. All additions, fixtures or improvements affixed to the premises shall remain as part of the premises at the expiration or termination of this Contract unless the CITY specifically requests that said additions, fixtures or improvements be removed. If the CITY requests removal, the CONTRACTOR shall remove said additions, fixtures or improvements within thirty (30) days of the expiration or termination of this Contract. All such fixtures and

improvements shall become the sole property of the CITY immediately upon installation or construction; however, CONTRACTOR shall maintain the same at its sole cost, unless otherwise agreed to in writing by the CITY. All equipment, furnishings, signage, etc. shall be in keeping with the appropriate standards of decor within the beach environment/atmosphere. CONTRACTOR agrees that all equipment, furnishings and improvements shall meet all qualified application, construction, environmental, and health and safety codes, and any other applicable codes.

13. **Compliance with Law:** The CONTRACTOR, its officers, employees, agents, and subcontractors shall comply with all applicable City, County, State, and Federal laws, ordinance, rules, regulations, permits, and licenses in the provision of Services and its operations under this Contract and the use of the beach. This shall include all laws, ordinance, rules, regulations, permits, and licenses currently in force and those adopted hereafter. For all uses, the CONTRACTOR shall, at its own expense, obtain all necessary permits, pay all license fees and taxes required for the operation of the concession. The CONTRACTOR shall maintain a valid business tax receipt at its expense from all applicable authorities.

14. **Independent Contractor:** The CONTRACTOR is an independent contractor under this Contract. Personnel services provided by the CONTRACTOR shall be by employees of the CONTRACTOR and subject to supervision by the CONTRACTOR, and not as officers, employees, or agents of the CITY. Personnel policies, tax responsibilities, social security, workers' compensation, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Contract shall be those of the CONTRACTOR.

15. **Force Majeure:** The CITY and CONTRACTOR will be excused from the performance of their respective obligations under this Contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the CITY may excuse performance for a longer term. Economic hardship of the CONTRACTOR will not

constitute Force Majeure. The term of the Contract shall be extended by a period equal to that during which either party's performance is suspended under this Section.

16. **Time:** The parties agree that time is of the essence relative to the performance of any term, condition, or covenant herein.

17. **Scrutinized Companies:** 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 the Contract 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 the Contract. The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Contract. The CONTRACTOR agrees that the certifications in this section shall be effective and relied upon by the CITY for the term of the Contract, including any and all renewals. 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. 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.

18. **E-Verify:** Pursuant to Section 448.095(5), Florida Statutes, the CONTRACTOR shall: (1) Register with and use the E-Verify system to verify the work authorization status of all new employees and require all subcontractors (providing services or receiving funding under this Contract) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' new employees; (2) Secure an affidavit from all subcontractors (providing services or receiving funding under this Contract) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien; (3) Maintain copies of all subcontractor affidavits for the duration of this Contract; (4) Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes; (5) Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Contract; and (6) Be aware that if the CITY terminates this Contract under Section 448.095(2)(c), Florida Statutes, the CONTRACTOR may not be awarded a public contract for at least 1 year after the date on which the Contract is terminated and will be liable for any additional costs incurred by the CITY as a result of the termination of the Contract.

19. **Parking Requirements:** No parking spaces will be provided by the CITY as part of this Contract. CONTRACTOR and its employees shall utilize those parking facilities available to the general public.

20. **Use of Premises:** The CONTRACTOR shall not use the Concession Area for any other purpose than the rental of equipment as specifically provided for herein, and the CONTRACTOR shall so conduct its business as to render a service to the public in a dignified manner.

21. **Special Events:** The CITY will hold sponsored and co-sponsored events, activities and productions on the beach from time to time ("Special Events"). In such cases, the CITY may request that the CONTRACTOR cease and desist operations during the term of and in the area of the Special Event, and the CONTRACTOR shall cease and desist as requested.

CONTRACTOR agrees to cooperate with the CITY for all Special Events. During Special Events, the CONTRACTOR may be allowed to continue operations or, if available, be assigned a temporary location elsewhere within close proximity of the Concession Area. During the Special Event, the CONTRACTOR has the option of operating its equipment from the temporary site or stopping operations until the Special Event is over. The CITY reserves the right to allow other rental of concessions to operate upon the Concession Area or in close proximity to that site during Special Events as may be approved by the CITY.

22. **Sea Turtles:** CONTRACTOR agrees and understands that the State of Florida has advised that in order to place facilities and/or equipment on the beach, surveys for marine turtle nesting activity must be on-going between the period of March 1 and October 31, or as determined by the State of Florida each year. The following is agreed by the CONTRACTOR in order to be in compliance with State of Florida and local laws as they relate to sea turtles:

A. It is the responsibility of the CONTRACTOR to comply with section 379.2431, Florida Statutes and Chapter 68E-1, F.A.C., as applicable, and to abide by any order issued by the State of Florida and/or cooperate with Palm Beach County to ensure that nesting surveys may be conducted in accordance with the conditions set forth by the State and/or the County.

B. In the event an unmarked marine turtle nest is exposed, or a dead, injured, or sick marine turtle is discovered, the CONTRACTOR shall immediately call the Florida Fish and Wildlife Conservation Commission (FWC) at 1-888-404-3922 or immediately notify the appropriate CITY authority such that appropriate conservation measures may be taken.

C. If CONTRACTOR, its officers, employees or agents sees someone harassing a sea turtle or poaching a nest, the CONTRACTOR shall immediately call the FWC at 1-888-404-3922 to report the matter.

D. No temporary lighting associated with the concession will be permitted at any time during the marine turtle nesting season and no permanent lighting is authorized.

E. The placement and removal of facilities and equipment on the beach shall be conducted during daylight hours and shall not occur in any location prior to completion of the necessary marine turtle protection measures.

F. Disturbing the existing beach and dune topography and vegetation is prohibited.

23. **Annual Reports:** If requested by the CITY, the CONTRACTOR shall submit an annual CPA certified statement of gross revenue to the CITY, in a form consistent with generally accepted accounting principles. Such statement shall be accompanied by a report from an independent CPA firm. The period covered by the certified statement of gross revenue shall coincide with the previous Contract year and will be submitted to the CITY within sixty (60) days after the end of each Contract year. The annual CPA certified gross revenue statement shall be submitted to the Director of Finance. The form of all records and reports shall be subject to the approval of the City Manager or designee. Recommendations for changes, additions, or deletions by the City Manager or designee must be complied with by the CONTRACTOR. The City Manager or designee must be permitted, during normal business hours, to audit and examine the books of account, reports, and records of the CONTRACTOR relating to this Contract.

24. **Surrender Of Concession Area:** At the expiration of this Contract, or earlier termination in accordance with the terms of this Contract, CONTRACTOR shall surrender the beach premises and the Concession Area in same condition as the premises and Concession Area(s) were prior to the commencement of this Contract, reasonable wear and tear excepted (including any beach erosion not directly caused by CONTRACTOR and/or its operation). CONTRACTOR shall remove all of its equipment, fixtures, and personal property, etc., upon forty- eight (48) hours written notice from the City Manager or designee, unless a longer time period is agreed to by the CITY. CONTRACTOR's obligation to observe or perform this covenant shall survive the expiration or other termination of this Contract. Continued occupancy of the beach premises and/or Concession Area(s) after termination of this Contract shall constitute trespass by the CONTRACTOR, and may be prosecuted as such.

25. **Liability and Insurance:** The CONTRACTOR assumes all risks in the operation of the concession and the provision of all Services herein. The CONTRACTOR agrees that it shall be solely responsible and answerable in damages for all accidents or injuries (including death) to persons or property, whether directly or indirectly arising out of or related to the operation of this concession, the services provided, or arising by virtue of the negligence or improper conduct of the CONTRACTOR, its officers, employees, agents, subcontractors, or any other individual or entity engaged by the CONTRACTOR to perform under this Contract. The CONTRACTOR shall be responsible for all damage to CITY property or the CITY beach caused by the CONTRACTOR, its officers, agents, employees and subcontractors. The CONTRACTOR shall promptly notify the CITY of any such damage and promptly correct such damage at the sole expense of the CONTRACTOR. If the CONTRACTOR fails to correct the damage to the reasonable satisfaction of the CITY, the CITY may correct the damage and invoice the CONTRACTOR which invoice shall be paid upon receipt. Except as may be provided specifically herein, neither party shall be liable to the other for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages.

The CONTRACTOR shall submit certificates of insurance in compliance with all insurance coverages, amounts, and other requirements set forth in the RFP at the time of execution of this Contract. The coverage is to remain in force at all times during the Contract term and any extension thereof, and no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the CITY. The "City of Lake Worth Beach, its officials, employees and agents" are to be added as an "additional insured" with relation to General Liability and Automobile Insurance on a primary, non-contributing basis. Any costs for adding the City as "additional insured" will be at the CONTRACTOR's expense.

Certificate holder should be addressed as follows:

City of Lake Worth Beach
Risk Manager
7 North Dixie Hwy
Lake Worth, FL 33460

It is agreed by and between the CONTRACTOR and the CITY that in the event any person, firm or corporation should sustain damages not covered by the insurance furnished by the CONTRACTOR as herein provided or in excess of the limits of said insurance, then in that event,

the CONTRACTOR agrees to indemnify and hold harmless the CITY in accordance with the Indemnification and Hold Harmless section in this Contract. This section shall survive the termination of this Contract.

26. **Rights of Entry; Inspections:** The CITY, its officers, agents, employees, and representatives shall have the right, at all reasonable times, to enter upon the beach premises and/or Concession Area for the purpose of inspecting and observing the performance of the CONTRACTOR, officers, employees and agents under its obligation herein. The CITY may schedule mandatory inspections of the equipment and operations areas, but is not required to do so.

27. **Termination by City:** The City may terminate this Contract in any one of the following circumstances:

A. For Cause: In the event of any of the following defaults, the CITY may terminate this Contract:

- 1) If the CONTRACTOR fails to perform in the manner called for in the Contract;
- 2) If the CONTRACTOR fails to comply with any term or condition of the Contract or with applicable law, ordinance, rule, regulation, permit or license;
- 3) If CONTRACTOR fails to provide the required Services and/or abandons or vacates the beach premises or Concession Area(s) prior to the expiration of the term hereof; or
- 4) If CONTRACTOR fails to make the payments as set forth herein.

If CONTRACTOR is in default, the CITY shall provide written notice of said default to the CONTRACTOR and provide the CONTRACTOR fourteen (14) days to cure said default, or if such default cannot be cured within the 14 days, the period for curing shall be extended for a reasonable time provided the CONTRACTOR has made and continued to make a diligent effort to effect such cure. In no case shall the time to cure extend beyond thirty (30) days, unless agreed to in writing by the CITY. If such default is not cured within 14 days (or other time agreed to by the CITY) after written notice is given to CONTRACTOR, the CITY may, at its sole option and discretion, immediately terminate this Contract; take such action or institute such proceedings as in its opinion are necessary to cure such defaults; and/or, recover any and all expense to the CITY for damages resulting from such default(s). If a termination notice is given to the CONTRACTOR, the term of this Contract shall terminate upon the date specified in such notice from CITY to the CONTRACTOR. On the date so specified, CONTRACTOR shall then quit and surrender all beach premises and Concession Area(s) to CITY.

Upon the termination of this Contract, all rights and interest of CONTRACTOR in and to the beach premises and Concession Area(s) and to this Contract, and every part thereof, shall cease and terminate. The CITY shall have the right to pursue any and all of the following for the CONTRACTOR's default(s): take possession of all equipment and other personal property of CONTRACTOR and store it at CONTRACTOR's expense; the right to injunction or other similar relief available to it under Florida law against CONTRACTOR; and/or the right to maintain any and all other actions available at law or in equity.

B. For Convenience: Upon forty-five (45) calendar days' prior written notice to the CONTRACTOR, the City may, without cause and without prejudice to any other right or remedy, terminate this Contract in whole or in part for the CITY's convenience whenever the CITY determines that such termination is in the best interest of the CITY in its sole discretion. Where the Contract is terminated for the convenience of the CITY, the notice of termination to the CONTRACTOR will state that the Contract is being terminated for the convenience of the CITY and after forty-five (45) days, the Contract shall terminate except for the provisions stated as surviving termination. In the event of termination or partial termination by CITY of the Contract for convenience, CONTRACTOR hereby acknowledges and agrees that it shall not have any claim, demand, or cause of action of whatsoever kind of nature, against the CITY, its officers, employees or its agents, including but not limited to, claims for interference in business or damages for interruption of services or interference in its concession operations for beach equipment rental or any other service provided under this Contract.

28. **Termination by Contractor:** In the event of a material breach of this Contract by the CITY, the CONTRACTOR shall provide the CITY with notice of the breach and provide the CITY thirty (30) days to cure the breach, or if such default cannot be cured within the 30 days, the period for curing shall be extended for a reasonable time provided the CITY has made and continued to make a diligent effort to effect such cure. If the breach is not timely cured, the CONTRACTOR's sole exclusive remedy shall be to terminate this Contract upon thirty (30) days' prior written notice.

29. **Indemnification and Hold Harmless:** The CONTRACTOR agrees to indemnify, defend, and hold the CITY, its officials, employees, and agents harmless from and against any and all liability on account of any damages, injuries, death, omissions, commissions, actions, claims, suits, judgments, and damages accruing, including court costs and attorneys' fees at all levels of trial and appeal (collectively, "Claims"), as a direct or indirect result of the CONTRACTOR's performance (or lack thereof) under this Contract or the CONTRACTOR's violation of law, ordinance, rule or regulation while performing or failing to perform under this Contract. This section includes acts or omissions by the CONTRACTOR, its officials, employees, agents, contractors, subcontractors, and any other individual or entity engaged by the CONTRACTOR to perform under this Contract. Nothing contained in this Contract shall be construed or interpreted as consent by the CITY to be sued nor as a waiver of sovereign immunity beyond the waiver and limitations set forth in Section 768.28, Florida Statutes, as amended from time to time. The parties agree that the provisions, waiver, and limitations set forth in Section 768.28 shall apply to this Contract to claims arising in tort and to claims arising in contract. This section shall survive termination and expiration of the Contract.

30. **Notice:** Whenever either party desires to give notice unto the other, it must be given by written notice sent by Certified or Registered mail, with return receipt requested; hand-delivery (with written receipt); or, nationally recognized over-night courier, addressed to the party to whom it is intended, at the place specified as the place for giving of notice. For the present, the parties designate the following as the respective places for the giving of notice to wit:

CITY OF LAKE WORTH: City Manager
City of Lake Worth Beach

7 North Dixie Hwy
Lake Worth Beach, FL 33460

CONTRACTOR: Oceanside Beach Service, Inc.
Michael Novatka
P.O. Box 13018
North Palm Beach, FL 33408

31. **Modification; Waiver; Survival:** Except where specific authorization is delegated to the City Manager or designee or the City's Leisure Services Director or other City representative, no waiver or modification of this Contract or any covenant, condition, or limitation, contained in this Contract shall be valid unless in writing, and duly executed by all parties. Failure of a party to enforce or exercise any of its rights under this Contract shall not be deemed a waiver of that party's right to enforce or exercise said rights at any time thereafter. Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract (including an extension thereof) shall survive its expiration or earlier termination.

32. **Third-parties; Assignment; Successors:** Nothing under this Contract 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 Contract 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 Contract, 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 Contract. In the event the CITY consents to an assignment or delegation, the assignee, or the attorney for the assignee, on the assignee's behalf, shall agree in writing to personally assume, perform, and be bound by this Contract's covenants, conditions, obligations and provisions. Subject to the provision regarding assignment, this Contract shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

33. **Governing Law and Venue; Remedies; Waiver of Jury Trial:** The validity of this Contract 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 for any and all disputes shall be in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity 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. 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 CONTRACT.

34. **Enforcement Costs:** 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. This provision does not apply to the Indemnification and Hold Harmless section of this Contract.

35. **Severability:** Should any part, term or provision of this Contract 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.

36. **Counterparts:** This Contract 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 Contract.

37. **Public Entity Crimes:** 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.

38. **Preparation:** This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

39. **Palm Beach County Inspector General:** In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Contract 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.

40. **Public Records:** The CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the CITY as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- A. Keep and maintain public records required by the CITY to perform the service.
- B. Upon request from the CITY's custodian of public records or designee, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided bylaw.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the

CONTRACTOR does not transfer the records to the CITY.

D. Upon completion of this Contract, 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 service. If the CONTRACTOR transfers all public records to the CITY upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records or designee, 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 THEIR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT THE CITY OF LAKE WORTH BEACH, ATTN: MELISSA COYNE, AT (561) 586-1659, MCOYNE@LAKEWORTHBEACHFL.GOV, 7 N. DIXIE HWY., LAKE WORTH BEACH, FL 33460.

41. **Entire Agreement; Controlling Provisions; Effective Date:** This Contract represents the entire agreement between the parties. This Contract consists of the recitals set forth above (which are hereby incorporated herein), terms and conditions provided herein, the RFP, the Proposal and all other Exhibits attached hereto, if any. This Contract supersedes any and all other Contracts, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Contract, statement, or promise relating to the subject matter of this Contract which is not contained herein shall be valid or binding. Unless otherwise agreed to by the City in writing, to the extent that there exists a conflict between the Contract documents, the documents shall control in the following order: (1) Contract; (2) RFP; (3) Proposal; (4) Other Contract documents, if any.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the day and year set forth above.

CITY OF LAKE WORTH BEACH

ATTEST:

By: _____
Melissa Ann Coyne, CMC, City Clerk

By: _____
Betty Resch, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Yannick Ngendahayo, Financial Services Director

CONTRACTOR: OCEANSIDE BEACH SERVICE, INC.


[Corporate Seal, if required]

By: 
Michael Novatka, President

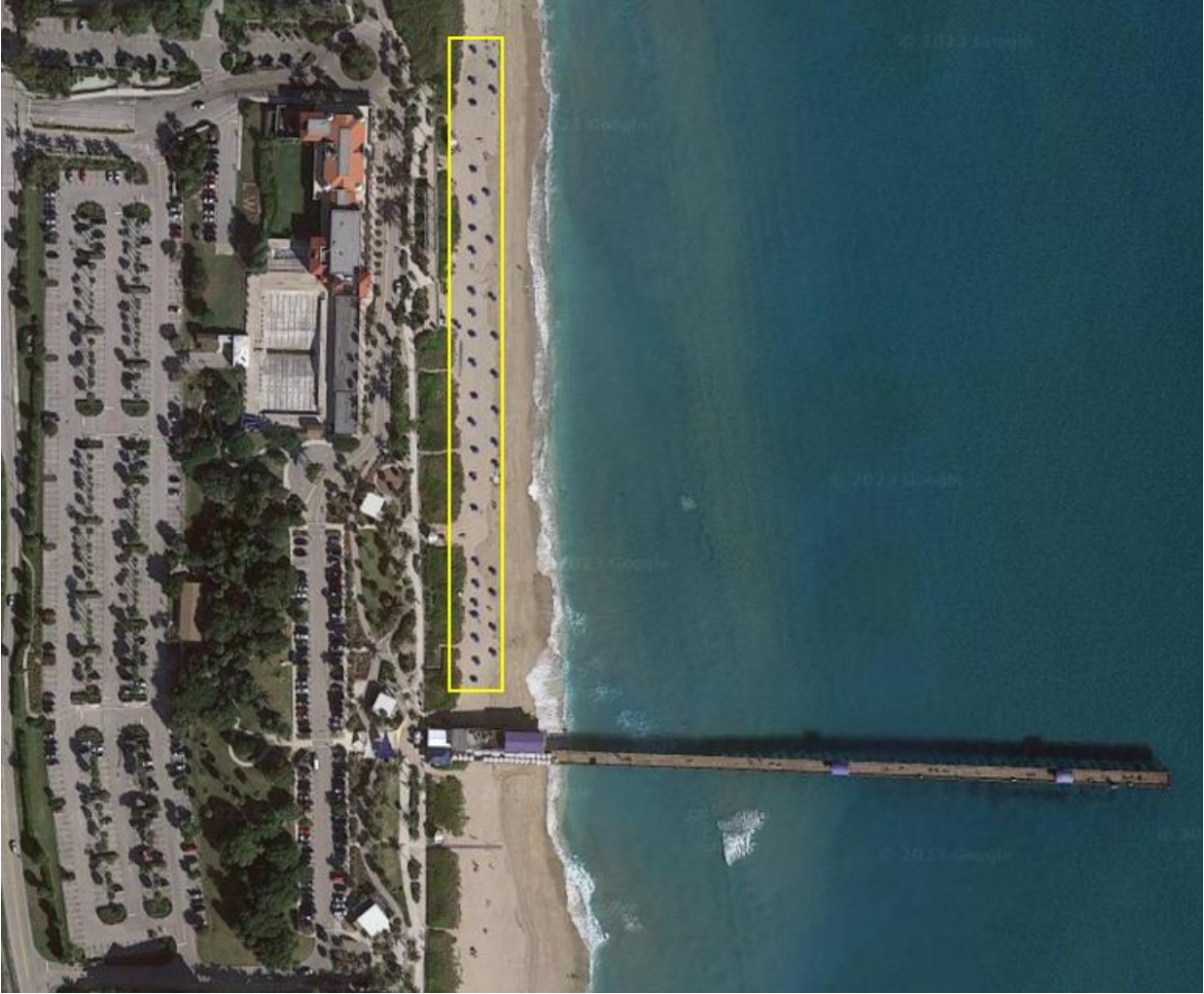
STATE OF FLORIDA)
COUNTY OF PALM BEACH)

THE FOREGOING instrument was acknowledged before me by means of • physical presence or
• online notarization on this 29th day of August, 2023, by MICHAEL
NOVATKA, as PRESIDENT of OCEANSIDE BEACH SERVICE, INC., a Florida corporation,
and who is personally known to me or who has produced the following as identification:
driver license

[Notary Stamp]


Signature of Notary Public





STAFF REPORT REGULAR MEETING

AGENDA DATE: September 19, 2023

DEPARTMENT: Community Sustainability

TITLE:

Consideration of an Unsolicited Offer to Purchase the City Owned, Vacant Lot at 1112 18th Avenue North

SUMMARY:

Vincent Davis of Davis Auto Repair, owner of the adjacent parcel to the east, submitted an unsolicited offer to purchase the City's vacant lot located at 1112 18th Avenue North in order to consolidate it with his existing property at 1801 North Dixie Highway.

BACKGROUND AND JUSTIFICATION:

The City's Code of Ordinances allows for the submission of unsolicited proposals, contracts and/or offers for purchase of City property. The Code stipulates that the minimum purchase price must net to the City no less than the appraised value of the property or the current market value of the property as shown on the Property Appraiser's website (PAPA). The property in question has a market value of \$32,134 as of August 9, 2023 on PAPA, which is slightly less than the \$35,000 value provided through an appraisal dated September 9, 2022, which is attached.

On Wednesday, August 9, 2023, Mr. Vincent Davis, representing Davis Auto repair, submitted a signed Vacant Land Contract to the City to purchase 1112 18th Avenue North for an acceptable, minimum purchase price of \$35,000. A non-refundable, good faith deposit of \$1,000 was provided in the form of a check. The proposed contract provides that all costs associated with the purchase will be borne by the buyer, and the City will net the minimum \$35,000. Should the purchase be approved, the property shall be required to be unified with the adjacent parcel at 1112 18th Avenue North as well as include recorded any required utility easements to ensure protection of the City's infrastructure on the parcel.

MOTION:

Move to approve/disapprove Vacant Land Contract for the purchase of the City owned, vacant, unbuildable lot at 1112 18th Avenue North.

ATTACHMENT(S):

Fiscal Impact Analysis
Signed Vacant Land Contract
Check Receipt
Appraisal

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Inflows					
Current Appropriation	0	0	0	0	0
Program Income	\$35,000	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows					
Current Appropriation	0	0	0	0	0
Operating	0	0	0	0	0
Capital	0	0	0	0	0
Net Fiscal Impact	\$35,000	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

New Appropriation Fiscal Impact:		
	Revenue Source	Expenditure
Department		
Division		
GL Description		
GL Account Number		
Project Number		
Requested Funds		

Budget Transfer Impact		
	Revenue Source	Expenditure
Department		
Division		
GL Description		
GL Account Number		
Project Number		
Requested Funds		

Contract Award - Existing Appropriation	
	Expenditure
Department	
Division	
GL Description	
GL Account Number	
Project Number	
Requested Funds	

Vacant Land Contract

1* **1. Sale and Purchase ("Contract"):** The City of Lake Worth Beach
 2* ("Seller") and Davis Auto Repair, Inc.
 3 ("Buyer") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")
 4 described as:
 5* Address: 1112 18th Avenue North, Lake Worth Beach, 33460
 6* Legal Description: Lake Worth Heights E 25 FT of W 65 FT of LT 1 BLK C
 7 _____
 8 _____
 9 _____
 10 _____
 11* SEC ___/TWP /___/ RNG ___ of Palm Beach County, Florida. Real Property ID No.: 38-43-44-16-06-013-0014
 12* including all improvements existing on the Property and the following additional property: _____
 13 _____

14* **2. Purchase Price:** (U.S. currency) \$ 35,000.00
 15 All deposits will be made payable to "Escrow Agent" named below and held in escrow by:
 16* Escrow Agent's Name: The City of Lake Worth Beach
 17* Escrow Agent's Contact Person: TBD
 18* Escrow Agent's Address: _____
 19* Escrow Agent's Phone: _____
 20* Escrow Agent's Email: _____

21 (a) Initial deposit (\$0 if left blank) (Check if applicable)
 22* accompanies offer
 23* will be delivered to Escrow Agent within _____ days (3 days if left blank)
 24* after Effective Date \$ 1,000.00
 25 (b) Additional deposit will be delivered to Escrow Agent (Check if applicable)
 26* within _____ days (10 days if left blank) after Effective Date
 27* within _____ days (3 days if left blank) after expiration of Due Diligence Period \$ _____
 28* (c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage) \$ _____
 29* (d) Other: _____ \$ _____
 30 (e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations)
 31* to be paid at closing by wire transfer or other Collected funds \$ 34,000.00
 32* (f) (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The
 33* unit used to determine the purchase price is lot acre square foot other (specify): _____
 34* prorating areas of less than a full unit. The purchase price will be \$ _____ per unit based on a
 35* calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in
 36* accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the
 37* calculation: _____

38 **3. Time for Acceptance; Effective Date:** Unless this offer is signed by Seller and Buyer and an executed copy
 39* delivered to all parties on or before September 20, 2023, this offer will be withdrawn and Buyer's deposit, if
 40 any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is
 41 delivered. **The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer**
 42 **has signed or initialed and delivered this offer or the final counter-offer.**

43* **4. Closing Date:** This transaction will close on September 29, 2023 ("Closing Date"), unless specifically
 44 extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including,
 45 but not limited to, Financing and Due Diligence periods. However, if the Closing Date occurs on a Saturday,
 46 Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business
 47 day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property
 48 insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If
 49 this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and
 50 other items.

51 **5. Extension of Closing Date:** If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not
 52 available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

53 (“CFPB Requirements), if applicable, then Closing Date shall be extended for such period necessary to satisfy
54 CFPB Requirements, provided such period shall not exceed 10 days.

55 **6. Financing: (Check as applicable)**

56 * **(a) Buyer** will pay cash for the Property with no financing contingency.

57 * **(b) This Contract is contingent on Buyer** qualifying for and obtaining the commitment(s) or approval(s)
58 * specified below (“Financing”) within _____ days after Effective Date (Closing Date or 30 days after Effective
59 * Date, whichever occurs first, if left blank) (“Financing Period”). **Buyer** will apply for Financing within _____
60 * days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial,
61 * and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the
62 * Financing within the Financing Period, either party may terminate this Contract and **Buyer’s** deposit(s) will be
63 * returned.

64 * **(1) New Financing: Buyer** will secure a commitment for new third party financing for \$ _____
65 * or _____ % of the purchase price at **(Check one)** a fixed rate not exceeding _____ % an
66 * adjustable interest rate not exceeding _____ % at origination (a fixed rate at the prevailing interest rate
67 * based on **Buyer’s** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully
68 * informed of the loan application status and progress and authorizes the lender or mortgage broker to
69 * disclose all such information to **Seller** and Broker.

70 * **(2) Seller Financing: Buyer** will execute a first second purchase money note and mortgage to
71 * **Seller** in the amount of \$ _____, bearing annual interest at _____ % and payable as follows:

72 * _____
73 * The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow
74 * forms generally accepted in the county where the Property is located; will provide for a late payment fee
75 * and acceleration at the mortgagee’s option if **Buyer** defaults; will give **Buyer** the right to prepay without
76 * penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on
77 * conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to
78 * keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller**
79 * to obtain credit, employment, and other necessary information to determine creditworthiness for the
80 * financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller**
81 * will make the loan.

82 * **(3) Mortgage Assumption: Buyer** will take title subject to and assume and pay existing first mortgage to

83 * _____
84 * LN# _____ in the approximate amount of \$ _____ currently payable at
85 * \$ _____ per month, including principal, interest, taxes and insurance, and having a
86 * fixed other (describe) _____
87 * interest rate of _____ % which will will not escalate upon assumption. Any variance in the mortgage
88 * will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase
89 * **Seller’s** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____ % or the
90 * assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess, failing
91 * which this Contract will terminate; and **Buyer’s** deposit(s) will be returned. If the lender disapproves
92 * **Buyer**, this Contract will terminate; and **Buyer’s** deposit(s) will be returned.

93 * **7. Assignability: (Check one) Buyer** may assign and thereby be released from any further liability under this
94 * Contract, may assign but not be released from liability under this Contract, or may not assign this Contract.

95 * **8. Title: Seller** has the legal capacity to and will convey marketable title to the Property by statutory warranty
96 * deed special warranty deed other (specify) _____ Quit Claim Deed _____, free of liens, easements,
97 * and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants,
98 * restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any
99 * other matters to which title will be subject) _____,
100 * provided there exists at closing no violation of the foregoing.

101 * **(a) Title Evidence:** The party who pays for the owner’s title insurance policy will select the closing agent and pay
102 * for the title search, including tax and lien search (including municipal lien search) if performed, and all other
103 * fees charged by closing agent. **Seller** will deliver to **Buyer**, at

104 * **(Check one) Seller’s Buyer’s** expense and

105 * **(Check one) within _____ days after Effective Date at least _____ 10 _____ days before Closing Date,**

106 * **(Check one)**

107 * **(1) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be**
108 * **discharged by Seller at or before closing and, upon Buyer recording the deed, an owner’s policy in the**

Buyer (_____) (_____) and Seller (_____) (_____) acknowledge receipt of a copy of this page, which is 2 of 8 pages.

109 amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is
110 paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to
111 **Buyer** within 15 days after Effective Date.

- 112 * (2) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an
113 existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy
114 acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will
115 include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy
116 effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents
117 recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**,
118 then (1) above will be the title evidence.

119 * (b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within _____ days (10 days if left blank) but
120 no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to
121 **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller**
122 * cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the
123 defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of
124 such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within
125 the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of
126 notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject
127 to existing defects and close the transaction without reduction in purchase price.

128 (c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to
129 **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any
130 encroachments on the Property, encroachments by the Property's improvements on other lands, or deed
131 restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a
132 title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 8(b).

133 (d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

134 9. **Property Condition:** **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with
135 conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or
136 permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

137 (a) **Inspections: (Check (1) or (2))**

- 138 * (1) **Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within _____ days (30 days if left blank)
139 ("Due Diligence Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine
140 whether the Property is suitable for **Buyer's** intended use. During the Due Diligence Period, **Buyer** may
141 conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations
142 ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's
143 engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision
144 statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with
145 local, state, and regional growth management plans; availability of permits, government approvals, and
146 licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will
147 obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is
148 required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents,
149 contractors, and assigns, the right to enter the Property at any time during the Due Diligence Period for the
150 purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns
151 enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller**
152 harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees,
153 expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any
154 person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will
155 not engage in any activity that could result in a construction lien being filed against the Property without
156 **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair
157 all damages to the Property resulting from the Inspections and return the Property to the condition it was in
158 before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a
159 result of the Inspections.

160 Before expiration of the Due Diligence Period, **Buyer** must deliver written notice to **Seller** of **Buyer's**
161 determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice
162 requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is"
163 condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to
164 **Seller**, this Contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

Buyer () (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is 3 of 8 pages.

- 165 * (2) **No Due Diligence Period:** Buyer is satisfied that the Property is suitable for Buyer's purposes,
 166 including being satisfied that either public sewerage and water are available to the Property or the
 167 Property will be approved for the installation of a well and/or private sewerage disposal system and that
 168 existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions,
 169 concurrency, growth management, and environmental conditions, are acceptable to Buyer. This Contract
 170 is not contingent on Buyer conducting any further investigations.
- 171 (b) **Government Regulations:** Changes in government regulations and levels of service which affect Buyer's
 172 intended use of the Property will not be grounds for terminating this Contract if the Due Diligence Period has
 173 expired or if Paragraph 9(a)(2) is selected.
- 174 (c) **Flood Zone:** Buyer is advised to verify by survey, with the lender, and with appropriate government agencies
 175 which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to
 176 improving the Property and rebuilding in the event of casualty.
- 177 (d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as
 178 defined in Section 161.053, Florida Statutes, Seller will provide Buyer with an affidavit or survey as required
 179 by law delineating the line's location on the Property, unless Buyer waives this requirement in writing. The
 180 Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that
 181 govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach
 182 nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida
 183 Department of Environmental Protection, including whether there are significant erosion conditions associated
 184 with the shore line of the Property being purchased.
- 185 * Buyer waives the right to receive a CCCL affidavit or survey.

186 **10. Closing Procedure; Costs:** Closing will take place in the county where the Property is located and may be
 187 conducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title
 188 binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to
 189 Seller (in local cashier's check if Seller requests in writing at least 5 days before closing) and brokerage fees to
 190 Broker as per Paragraph 21. In addition to other expenses provided in this Contract, Seller and Buyer will pay the
 191 costs indicated below.

192 (a) **Seller Costs:**

- 193 Taxes on deed
 194 Recording fees for documents needed to cure title
 195 Title evidence (if applicable under Paragraph 8)
 196 Estoppel Fee(s)
 197 * Other: _____

198 (b) **Buyer Costs:**

- 199 Taxes and recording fees on notes and mortgages
 200 Recording fees on the deed and financing statements
 201 Loan expenses
 202 Title evidence (if applicable under Paragraph 8)
 203 Lender's title policy at the simultaneous issue rate
 204 Inspections
 205 Survey
 206 Insurance
 207 * Other: _____

208 (c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real
 209 estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and
 210 other Property expenses and revenues. If taxes and assessments for the current year cannot be determined,
 211 the previous year's rates will be used with adjustment for any exemptions.

212 (d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, Seller will
 213 pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the
 214 last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not
 215 resulted in a lien before closing; and Buyer will pay all other amounts. If special assessments may be paid in
 216 * installments, Seller Buyer (Buyer if left blank) will pay installments due after closing. If Seller is
 217 checked, Seller will pay the assessment in full before or at the time of closing. Public body does not include a
 218 Homeowners' or Condominium Association.

219 (e) **PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT**
 220 **PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO**
 221 **PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY**

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IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

- (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at closing.
- (g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

11. Computation of Time: Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103) shall extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this Contract.**

12. Risk of Loss; Eminent Domain: If any portion of the Property is materially damaged by casualty before closing or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may terminate this Contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification, and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this Contract and receive all payments made by the governmental authority or insurance company, if any.

13. Force Majeure: **Seller** or **Buyer** will not be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this Contract by delivering written notice to the other; and **Buyer's** deposit(s) will be returned.

14. Notices: All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by this Contract, regarding any contingency will render that contingency null and void, and this Contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.**

15. Complete Agreement; Persons Bound: This Contract is the entire agreement between **Seller** and **Buyer**. **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this Contract.** Modifications of this Contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This Contract, signatures, initials, documents referenced in this Contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "**Broker**" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of **Seller**, **Buyer**, and Broker.

16. Default and Dispute Resolution: This Contract will be construed under Florida law. This Paragraph will survive closing or termination of this Contract.

~~(a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this Contract, **Buyer** may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting~~

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~~from Seller's breach and may seek to recover such damages or seek specific performance. Seller will also be liable for the full amount of the brokerage fee. The Buyers Deposit is non-refundable see Section 23~~

(b) Buyer Default: If Buyer fails, neglects, or refuses to perform Buyer's obligations under this Contract, including payment of deposit(s), within the time(s) specified, Seller may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Seller and Buyer will be relieved from all further obligations under this Contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract.

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~~17. Attorney's Fees; Costs: In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract. Each party will be responsible for their own attorney's fees.~~

18. Escrow Agent; Closing Agent: Seller and Buyer authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to Seller or Buyer, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

19. Professional Advice; Broker Liability: Broker advises Seller and Buyer to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this Contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. Buyer acknowledges that all representations (oral, written, or otherwise) by Broker are based on Seller representations or public records. Buyer agrees to rely solely on Seller, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value. Seller and Buyer respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from Seller's or Buyer's misstatement or failure to perform contractual obligations. Seller and Buyer hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) Seller's or Buyer's misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at Seller's or Buyer's request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. Seller and Buyer each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this Contract. This Paragraph will survive closing.

20. Commercial Real Estate Sales Commission Lien Act: If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

21. Brokers: The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to closing agent:** Seller and Buyer direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any MLS or other offer of compensation made by Seller or listing broker to cooperating brokers.

N/A

Seller's Sales Associate/License No.

N/A

Buyer's Sales Associate/License No.

329* _____
330 **Seller's Sales Associate Email Address**
331 _____
332* _____
333 **Seller's Sales Associate Phone Number**
334 _____
335* _____ N/A _____
336 **Listing Brokerage**
337 _____
338 _____
339* **Listing Brokerage Address**

_____ **Buyer's Sales Associate Email Address** _____
_____ **Buyer's Sales Associate Phone Number** _____
_____ N/A _____
_____ **Buyer's Brokerage** _____
_____ **Buyer's Brokerage Address** _____

340 **22. Addenda:** The following additional terms are included in the attached addenda and incorporated into this Contract
341 **(Check if applicable):**
342* A. Back-up Contract
343* B. Kick Out Clause
344* C. Other _____

345* **23. Additional Terms:** Buyer agrees to pay the Sellers Closing Costs including but not limited to, State
346 Documentary Stamps, Title fees and Recording fees.
347 The Buyers \$1,000 escrow deposit is Non-Refundable and will be held by the City of Lake Worth Beach for
348 closing.
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361 **COUNTER-OFFER/REJECTION**

362* Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and
363 deliver a copy of the acceptance to Seller).
364* Seller rejects Buyer's offer

365 **This is intended to be a legally binding Contract. If not fully understood, seek the advice of an attorney before**
366 **signing.**

367* **Buyer:**  _____ Date: September 9, 2023

368* Print name: _____

369* **Buyer:** _____ Date: _____

370* Print name: _____

371 **Buyer's address for purpose of notice:**

372* Address: _____

373* Phone: _____ Fax: _____ Email: _____

374* **Seller:** _____ Date: _____

375* Print name: _____

376** **Seller:** _____ Date: _____


377* Print name: _____

378 **Seller's** address for purpose of notice:

379* Address: _____

380* Phone: _____ Fax: _____ Email: _____

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VAC-14x Rev 9/22 3/21

City Owned Vacant Properties

8/4/2023

Address	PCN Number	Dimensions	Zoning	Status	PAPA Value 2022	PAPA Value 2023	Comments	CRA
711 3rd Ave South	38434421151150142	35 x 50	SFR	Pending Sale	\$ 12,500.00	\$ 12,500.00	Non Buildable	no
1121 S Federal Hwy	38434427010480140	50 x 135	MU-Fed	Available	\$ 96,600.00	\$ 182,520.00	Buildable	no
304 S F St	38434421151230130	50 x 135	SF/TF - 14	Available	\$ 35,000.00	\$ 35,000.00	Reserved for Affordable Housing	yes
732 S C St	38434421152330010	100 x 135	SFR	Available	\$ 20,200.00	\$ 21,200.00	Reserved for Open Space Use	no
1526 Wingfield St	38434434010000630	50 x 135	SF/TF - 14	Available	\$ 91,000.00	\$ 87,308.00	Buildable	no
1527 S Douglas St	38434434010000570	50 x 135	SF/TF - 14	Available	\$ 35,000.00	\$ 36,800.00	Buildable	no
725 Latona St	38434434020000340	90x 70	SF/TF - 14	Available	\$ 86,800.00	\$ 83,108.00	Buildable	no
623 Latona St	38434434020000470	40 x 68	SF/TF - 14	Available	\$ 5,000.00	\$ 5,000.00	Non-Conforming	no
912 12th Ave S	38434421152870101	irregular	SFR	Available	\$ 62,736.00	\$ 10,736.00	Non Buildable	no
1702 Lake Worth Rd	38434421020350011	irregular	MF-20	Available	\$ 85,431.00	\$ 89,761.00	Buildable	no
South Federal Hwy	38434421151610012	irregular	MU-Fed	Available	\$ 61,089.00	\$ 92,280.00	Non Buildable	no

City of Lake Worth Beach
*** CUSTOMER RECEIPT ***

Batch ID: WDUMERANT 8/09/23 01 Receipt no: 280112

Type	SvcCd	Description	Amount
MS		MISC CASH RECEIPTS	
	Qty	1.00	\$1000.00

SURPLUS PROPERTY SALE
Trans number: 7121507
Miscellaneous Reven 16000003699028
Cash / Operating Ca 16000001010101

Tender detail
CK Ref#: 4735 \$1000.00
Total tendered: \$1000.00
Total payment: \$1000.00

Trans date: 8/09/23 Time: 11:51:36

*** THANK YOU FOR YOUR PAYMENT ***

DAVIS AUTO REPAIR INC
1801 N DIXIE HWY
LAKE WORTH, FL 33460-6558

DATE 8-7-23 4735

PAY TO THE ORDER OF CITY OF LAKE WORTH BEACH \$ 1,000.00

One thousand 00/100

PNC BANK
PNC Bank, N.A. 001

FOR FOR 1112 18TH AVE N. [Signature]

Photo Safe Deposit®
Details on back

63-8419/2670
702

CHECK NUMBER

MP

⑆004735⑆ ⑆267084199⑆ 1224213835⑆

Melissa Coyne

From: Vinny Davis <bobdavisauto@gmail.com>
Sent: Wednesday, June 21, 2023 8:18 PM
To: William Waters; Christy Goddeau
Cc: Sarah Malega
Subject: 1112 18th Ave. N.
Attachments: 1112 N Dixie Apraisal.pdf; 1112 Survey of 1801.pdf; 1112 Survey of 25' Alley.pdf; 1112 18th Ave Title Search.pdf

To Whom It May Concern,

I own Bob Davis Auto Repair located at 1801 N Dixie Hwy in Lake Worth Beach, Florida. I have been in discussions with William Waters regarding purchasing the 25-foot alley that runs north and south on the western edge of my property from the City of Lake Worth Beach (LWB), Palm Beach County property control number 38-43-44-16-06-013-0014. The City has paid for an appraisal showing the value of this property to be \$35,000 (attachment #1), and I have verbally represented that I am willing to proceed with a sale at that price. At Mr. Waters' direction I have paid for a survey (attachment #2), and it is attached for your reference. Mr. Waters has approved the sale with several stipulations, including that all relevant City departments sign off on the sale and that the sale price would be no less than \$35,000.

After a thorough study by the affected City departments, Julie Parham reported back from the LWB Water Department that they have a four-inch and eight-inch gravity sewer main that runs north and south in that alley and would require a 15-foot easement from the west property line for the length of the parcel. All other affected City departments found no conflicts within the property. I would have no problem granting an easement as described at closing and have recorded in the public records.

I was also informed by Mr. Waters that I need to furnish a title search showing no encumbrances or liens. Please see the clear title search (attachment #3) .

My offer is a cash offer, so there will be no mortgage contingencies. I would like to close ASAP and would propose closing within 30 days of receiving commission approval for the sale. I also understand and agree to pay closing costs, including but not limited to state documentary stamps and the owner's title insurance premium and fees.

Respectfully submitted,

Vinnie Davis, Managing Partner, Davis Auto Repair Inc.

**APPRAISAL REPORT
OF
VACANT LAND PARCEL**



OWNER: CITY OF LAKE WORTH BEACH

LOCATED AT

**1112 18th AVENUE NORTH
LAKE WORTH BEACH, FLORIDA 33460**

AS OF

SEPTEMBER 9, 2022

PREPARED FOR

**CITY OF LAKE WORTH BEACH
7 NORTH DIXIE HIGHWAY
LAKE WORTH BEACH, FLORIDA 33460**

September 16, 2022

Ms. Sandra Baker
Purchasing Agent / Financial Service Department
City of Lake Worth Beach
7 North Dixie Highway
Lake Worth Beach, Florida 33460

RE: Vacant Land Parcel
1112 18th Avenue North
Lake Worth Beach, Florida 33460
Owner: City of Lake Worth Beach

Dear: Ms. Baker,

Pursuant to our appraisal agreement (Task Order No. 7), we have completed an appraisal of the above-captioned parcel. The purpose of the appraisal is to estimate the market value of the subject parcel as of September 9, 2022. The property consists of 4,382 square feet of vacant land and is owned by the City of Lake Worth Beach. The function of the report is for submittal to the City of Lake Worth Beach for their use as an aid in the potential sale of the subject parcel. The intended users of this report are the City of Lake Worth Beach, and their legal and financial representatives. This property is an interior tract of land located on the north side of 18th Avenue North and west of N. Dixie Highway.

Market value is defined as "the most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress."

The attached report contains our analysis of the factual market data, which forms the basis for our conclusions. Your attention is directed to the Certificate of Valuation and the Assumptions and Limiting Conditions, which form an integral part of the attached report.

The property adjoins an improved commercial property to the east and it appears that the lands are currently being used by the landowner to the east. The property use to the west is a one story multi-family residential facility. The subject site is 25 feet wide and approximately 176 feet deep with a zoning of MU-Dixie in the City of Lake Worth Beach, Florida and the site **is not buildable as a stand-alone** property and we will consider the "across the fence value to arrive at a discounted value for the site as part of an assemblage.

City of Lake Worth Beach
September 16, 2022
Page 2

We have personally inspected the property that is the subject of this report. Based upon the conclusions contained in the attached Appraisal Report, in my opinion, the market value of the whole property as of September 9, 2022, is as follows:

THIRTY-FIVE THOUSAND DOLLARS
(\$35,000)

Respectfully submitted,



Robert D. Miller, ASA
State Certified General R.E. Appraiser No. RZ1270

TABLE OF CONTENTS	1
Certification	3
Assumptions and Limiting Conditions	4
Summary of Salient Facts and Conclusions	6
Legal Description	7
Property Inspection	7
Type of Property	7
History of Property	8
Property Interest Appraised	8
Purpose of Appraisal	8
Function of Appraisal	8
Intended Users of the Report	9
Marketing Period	9
Date of Value	9
Scope of Work	10
Definition of Market Value	10
Location and Neighborhood Map and Description	11
Aerial of Subject Property	14
Sketch of the Subject Property	15
Description of the Property	16
Zoning	18
Real Estate Taxes	19

TABLE OF CONTENTS (CONT.)

Highest and Best Use	20
Highest and Best Use-Conclusion	21
Approaches to Value Omitted	22
Sales Comparison Approach to Value	22
Comparable Sales Map	47
Summary of Comparable Sales	48
Market Data Analysis and Conclusion	49
Reconciliation	52

ADDENDUM

Subject Photographs	
Flood Zone Map	
Zoning Code	
Qualifications of Appraiser	

CERTIFICATION

The undersigned does hereby certify that except as otherwise noted in this appraisal report:

1. To the best of our knowledge and belief, the statements of fact contained in this appraisal report, upon which the analysis, opinions, and conclusions expressed herein are based, are true and correct.
2. The reported analysis, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, unbiased professional analysis, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report, and I (we) have no personal interest or bias with respect to the parties involved.
4. Our compensation is not contingent on an action or event resulting from the analysis, opinions, or conclusions in, or the use of, this report.
5. Our analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Uniform Standards of Professional Appraisal Practice.
6. Robert D. Miller has met or exceeded the minimum prescribed educational requirements for Re-certification as an Accredited Senior Appraiser (ASA) or the American Society of Appraisers.
7. Robert D. Miller did inspect the property that is the subject of this report on September 9, 2022. I have not performed any services regarding the subject property within the prior three-year period immediately preceding the acceptance of this assignment, as an appraiser or in any other capacity.
8. John Zink provided significant professional assistance to the person signing this report. Members of my staff provided research information, but the final analysis and value conclusions were of the undersigned only.



Robert D. Miller, ASA
State Certified General R.E. Appraiser No. RZ1270

ASSUMPTIONS AND LIMITING CONDITIONS

The legal description furnished to the appraiser is assumed to be correct.

All existing liens and encumbrances have been considered; however, the property is appraised as though free and clear, under responsible ownership and competent management.

The information identified in this report as being furnished to the appraiser by others is believed to be reliable, however, the appraiser assumes no responsibility for its accuracy.

The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.

It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.

It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report.

It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

It is assumed that the utilization of the land and any improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.

The distribution, if any, of the total valuation in this report between land and any improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

Possession of this report, or copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualifications and only in its entirety.

ASSUMPTIONS AND LIMITING CONDITIONS (Continued)

Disclosure of the contents of this appraisal is governed by the Bylaws and Regulations of the American Society of Appraisers.

The appraiser herein by reason of the appraisal is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.

Neither all, nor part of the contents of this report, especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected, shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.

The Americans with Disabilities Act ("ADA") became effective January 26, 1992. I have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since I have not any direct evidence relating to this issue, I did not consider possible non-compliance with the requirements of ADA in estimating the value of the property.

Unless otherwise stated in this report, the existence of hazardous materials, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on, or in the property. The appraiser is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

Based on our research of the zoning code, the site is considered an unbuildable lot as a standalone parcel. We have assumed this in our valuation and the conclusions are based on that assumption. Any information to the contrary would subject our report to review and possible change.

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

PROPERTY LOCATION:	1112 18 th Avenue North Lake Worth Beach, Florida 33460
OWNER'S NAME:	The City of Lake Worth
OWNER'S ADDRESS:	7 N. Dixie Highway, Lake Worth Beach, Florida 33460-3725
DATE OF INSPECTION:	September 9, 2022
LAND SIZE:	4,382 square feet
PRESENT USE:	Vacant Land
ACCESS:	Property has +/- 25 foot frontage on the north side of 18 th Avenue North.
HIGHEST AND BEST USE:	Future mixed-use development
IMPROVEMENTS:	None
ZONING:	MU-DIXIE, Mixed Use Dixie, City of Lake Worth Beach
COST APPROACH TO VALUE:	N/A
SALES COMPARISON APPROACH TO VALUE:	\$35,000
INCOME APPROACH TO VALUE:	N/A
RECONCILIATION:	\$35,000
DATE OF VALUATION:	September 9, 2022

LEGAL DESCRIPTION:

Lake Worth Heights, E 25 FT of W 65 FT of Lot 1 Block C

PROPERTY INSPECTION:

1. Date(s) inspected: September 9, 2022
2. Comments: The property was inspected and photographed during our visit to the site.

TYPE OF PROPERTY:

The subject is a vacant 4,382 square foot parcel of land located at 1112 18th Avenue North in the City of Lake Worth Beach.

FLOOD ZONE:

The property is not located in a FEMA Special Flood Hazard Area as indicated on Map Number 12099C0593F dated 10-5-2017. The site is zoned X, and a copy of the map is included in the addendum.

HISTORY OF PROPERTY:

38-43-44-16-06-013-0014 Owner: The City of Lake Worth

No sales were noted in the last thirty-two years of our review of the recorder’s office website. The property is not currently listed for sale.

The above was taken from the Palm Beach County Property Appraiser’s website:
<http://www.co.palm-beach.fl.us/papa>

PROPERTY INTEREST APPRAISED:

For the whole property, the property rights appraised are the fee simple title ownership considering any restrictions of use.

PURPOSE OF THE APPRAISAL:

The purpose of the appraisal is to form an opinion of the market value of the subject property as of a current date based on the highest and best use.

FUNCTION OF THE APPRAISAL

The function of the report is for your use in the negotiations for a potential sale of the subject property by the City of Lake Worth Beach. The date of value is September 9, 2022.

INTENDED USERS OF THE REPORT

The intended user of this report is City of Lake Worth Beach, the City Commissioners and their legal and financial representatives.

COMPETENCY PROVISION

The appraiser has completed numerous appraisals for similar type properties in his 40 years as a real estate appraiser in South Florida and completed numerous appraisals for the City of Lake Worth Beach and their CRA and others in the Tri-County area. As a result of the appraiser's experience, the competency provision of USPAP has been met.

MARKETING PERIOD

Based upon discussions with various brokers and review of the marketing period for similar properties we have estimated a marketing period of six to nine months. The estimated marketing period is based upon our review of marketing periods for similar properties in the market.

EFFECTIVE DATE (DATE OF VALUE):

The date of value is September 9, 2022. The date of this report is September 16, 2022

SCOPE OF WORK

The appraisal problem in this instance is to provide a market value estimate for the property. The report is to be used in the analysis and due diligence in the potential sale of the property. The Cost Approach to Value, the Sales Comparison Approach to Value and the Income Approach to Value were all considered for this appraisal. The property is vacant land and thus the Income and Cost Approaches were not applicable for this assignment. We have determined that the highest and best is for future mixed-use development as part of an assemblage as the site is not a buildable lot as a standalone parcel. Therefore, this appraisal was developed using the Sales Comparison Approach to Value to arrive at an “across the fence” value. This land value will be considered in our final value conclusion. We have physically inspected the property on September 9, 2022. Sales data in this report was obtained from my review of various publications and data services that include Palm Beach County Property Appraiser Data Base, CoStar Comps, MLS and LoopNet. All sales data was confirmed with a knowledgeable party to the transaction. Information that could not be verified is included in the report and noted. The weight given this information will be discussed when applicable. We have researched zoning and land use designations with the City of Lake Worth Beach. Deed information was obtained from the Palm Beach County Records Department. We were not provided with a survey of the property and have relied on the size as shown in the property records of Palm Beach County Property Appraiser’s office.

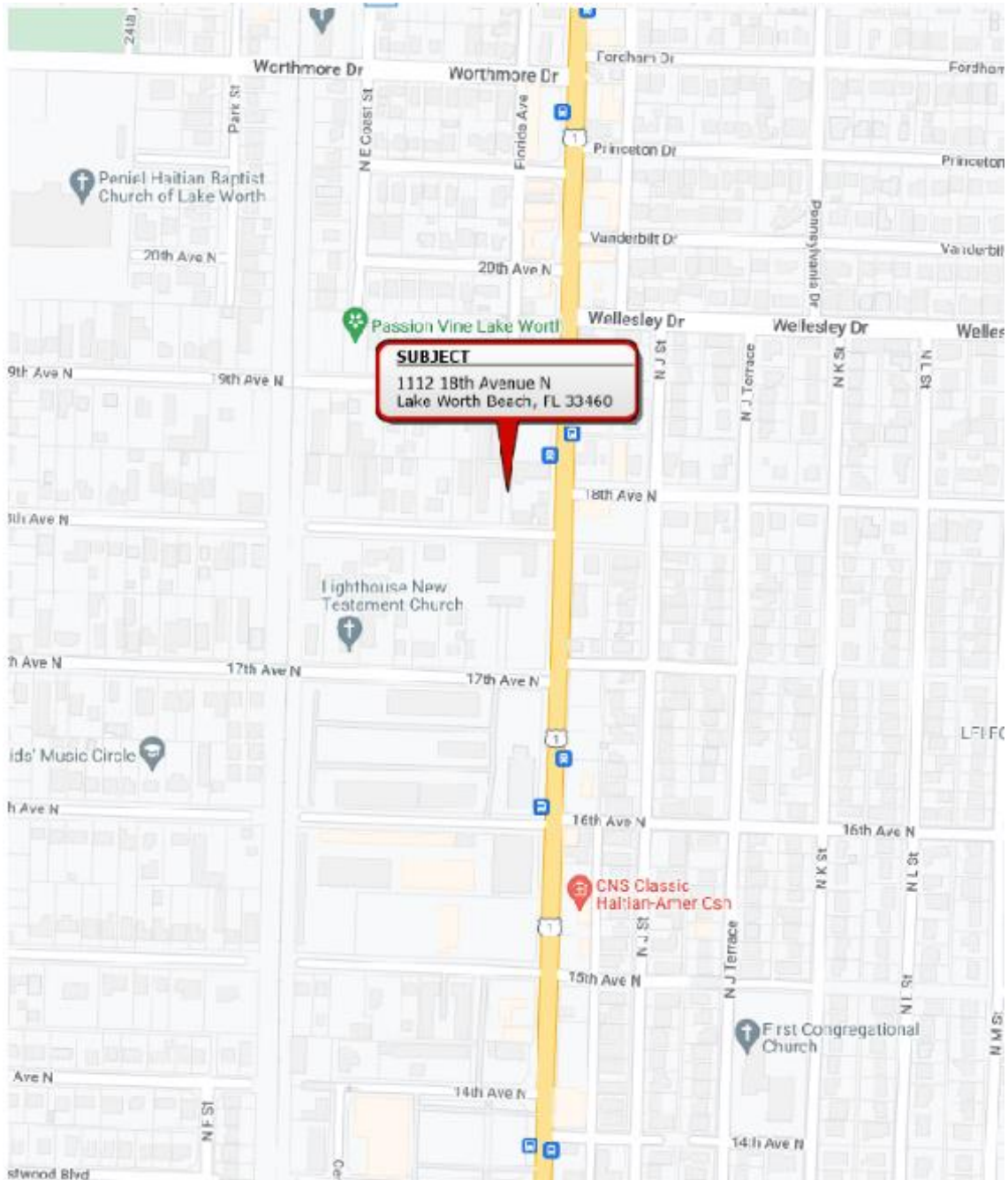
DEFINITION OF MARKET VALUE:

Market value is defined in the Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 as follows. This is the standard definition of market value used in the majority of appraisal assignments.

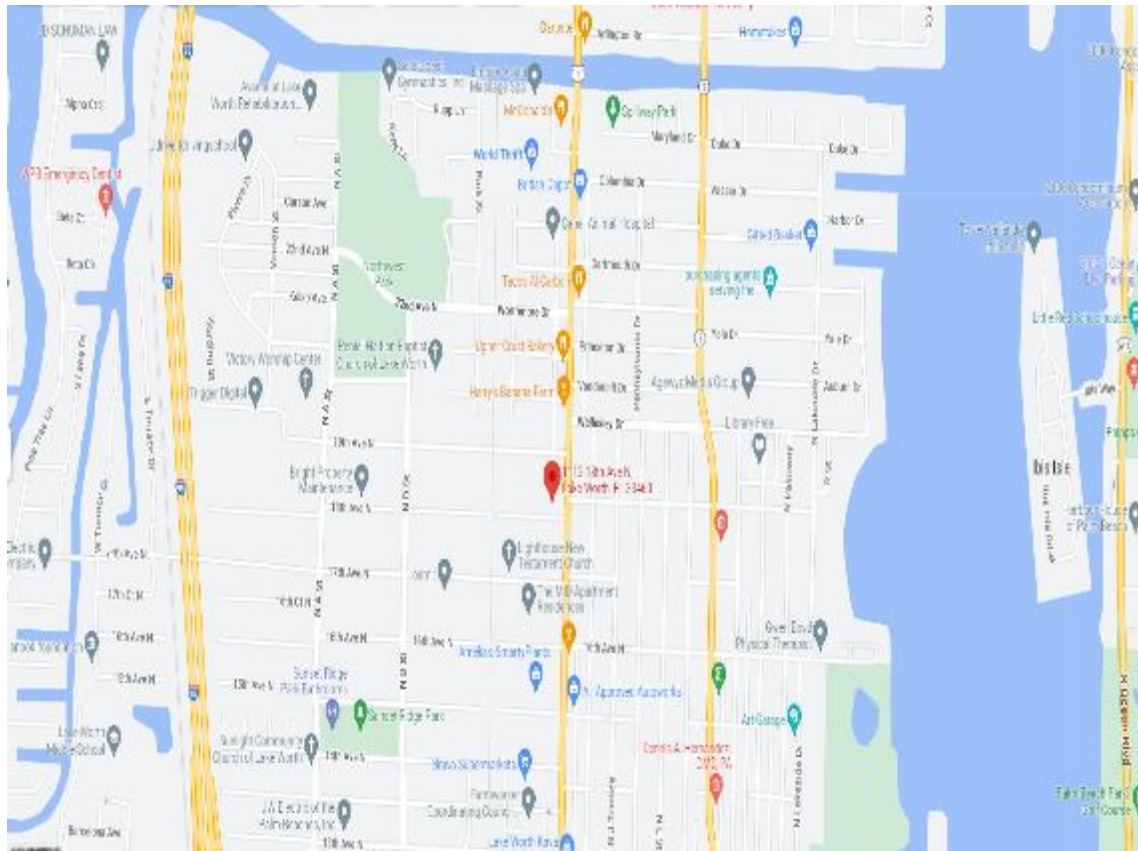
The most probable price in terms of money which a property will bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the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

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

LOCATION MAP



NEIGHBORHOOD MAP



NEIGHBORHOOD DESCRIPTION

The neighborhood is located in an area of Lake Worth Beach generally described as being bound on the west by I-95, on the east by N. Federal Highway, on the north by Whitmore Drive and the south by 10th Avenue North. The subject neighborhood is located north of the Downtown central business district of Lake Worth Beach and east of the I-95 access from 10th Avenue North. The main commercial developments in the City of Lake Worth Beach are centered at various intersections along 10th Avenue North, Dixie Highway, 6th Avenue South, Lake Avenue and Lucerne Avenue. Generally speaking, all necessary retail, religious and school facilities are easily accessible from the subject neighborhood. There is a limited supply of vacant land, however, numerous improved properties are being purchased for redevelopment with commercial and mixed-use development and multifamily townhouse developments. Some new commercial sites are being constructed which are supported by the influx of new residential development within the neighborhood.

The area is easily accessible to I-95 via 10th Avenue North. The Florida Turnpike is located about 7.5 miles to the west of the subject and the Palm Beach International Airport is located about 3.5 miles northwest of the subject. Interstate 95, Federal Highway and Dixie Highway provide the north/south access to the neighborhood.

The Lake Worth Beach CRA has designated three distinct redevelopment corridors as part of the largest infrastructure projects in Lake Worth Beach. The City of Lake Worth Beach and the CRA established some new zoning districts within these areas designated for redevelopment areas. The North and South Dixie Commercial District involves the entire stretch of Dixie Highway within the City's limits. The 10th Avenue North and 6th Avenue South Gateway Districts are designed to be compact, pedestrian-oriented, mixed-use districts. The intent of the development standards for the Mixed-Use-Gateway District is to encourage and facilitate redevelopment within these areas that achieves a mix of residential and professional office land uses, to create a place of common vision and physical predictability for all new construction, renovations and redevelopment. The City over the past 15 years has been acquiring numerous properties as part of the Neighborhood Stabilization Program (NSP) and is in the process of renovating or developing newer replacement housing for the area. This acquisition and redevelopment were funded thru a grant from the Federal Government and has been highly successful to provide stabilization to the land and improved values in the area.

Overall, the subject neighborhood would be rated as stable with property values being stable base on the economy. The eastern location in the County and the accessibility to the beaches and locations north and south will continue to make this area desirable for commercial, retail operations and mixed use residential.

AERIAL VIEW OF THE SUBJECT PROPERTY



SKETCH OF THE SUBJECT PROPERTY



DESCRIPTION OF THE PROPERTY

Location:

The subject is located on the north side of 18th Avenue North and west of N. Dixie Highway with the address of 1112 18th Avenue North, in the City of Lake Worth Beach, Florida.

Land Area:

The subject property contains 4,382 square feet of land area and is rectangular in shape.

Shape/Dimensions:

The site is rectangular in shape with 25 feet of frontage on the north side of 18th Avenue North, with an approximate depth of 176 feet. See MLS sketch on the previous page.

Ingress/Egress:

The property has approximately 25 feet of frontage on the north side of 18th Avenue N. See MLS sketch on the previous page.

Topography:

The topography of the site is above grade of the surrounding roadway. Drainage is adequate. Based upon visual inspection of the site and buildings on adjacent properties, the soil conditions are considered adequate for most types of development.

Utilities on Site:

The following utilities are available where indicated:

Electric Water
 Telephone Sewer

DESCRIPTION OF THE PROPERTY (continued)

Easements/Encroachments

There are no easements or encroachments that would either enhance or inhibit the value of the subject property.

Description of the Improvements

None

ZONING/LAND USE:

The subject property is currently zoned MU-DIXIE, Mixed Use DIXIE, with a future land use of MU-E Mixed Use East District, by the City of Lake Worth Beach.



Property Appraiser Information

PCN: 20424416060120014

Book/Page: /

Legal Description

Planning

Zoning: MU-DIXIE - Mixed Use - Dixie Highway

Future Land Use: MU-E

Lot Size: Small (4,380 ft²)

Cove Area: No

Parking Requirements

Permitted Uses

Historic

Historic District: N/A

Contributing Structure: No

Other

CRA: Yes

SFHA: No

Google Maps



REAL ESTATE ASSESSMENT DATA

Taxing Authority: Palm Beach County

Folio Number(s): 38-43-44-16-06-013-0014

Owner Name: City of Lake Worth

Assessment Information 2022:

Land \$ 30,688.00
 Building \$ 1,446.00
 Total Market Value \$ 32,134.00

2021 Real Estate Taxes: **No Taxes, City of Lake Worth Owned**

Tax Year	2022 P	2021	2020
Improvement Value	\$1,846	\$1,184	\$1,777
Land Value	\$30,688	\$26,304	\$26,129
Total Market Value	\$32,134	\$27,488	\$27,906
P - Preliminary		All values are as of January 1st each year	
Assessed and Taxable Values			
Tax Year	2022 P	2021	2020
Assessed Value	\$27,189	\$21,100	\$18,415
Exemption Amount	\$22,889	\$20,808	\$18,016
Taxable Value	\$0	\$0	\$0
Taxes			
Tax Year	2022 P	2021	2020
Ad Valorem	\$0	\$0	\$0
Non Ad Valorem	\$0	\$0	\$0
Total Tax	\$0	\$0	\$0

The property is exempt due to the ownership of The City of Lake Worth Beach.

HIGHEST AND BEST USE - VACANT

The estimate of the highest and best use of the land as legally permitted, if vacant, requires extensive market analysis especially in terms of the indicated market conditions of supply and demand. The value of the land is based upon the level of utility that is in demand and that will produce amenities or net income to the user. Therefore, the use which creates the greatest land value, and which is considered compatible in terms of the restrictions imposed by the physical, legal, economic, and financial factors is inherent in this analysis. The following analysis is intended to demonstrate and support our estimate of the highest and best use of the subject site.

Physically Possible

The subject property contains 4,382 square feet of land area and is located at 1112 18th Avenue North and west of N. Dixie Highway. The property provides good access to other major roadways and access points. The site is rectangular in shape and is of size for potential mixed use, including limited retail, office, hotel/motel and low-density multi-family residential development as part of an assemblage. The subject site is 25 feet wide and approximately 176 feet deep with a zoning of MU-Dixie in the City of Lake Worth Beach, Florida and the site **is not buildable as a stand-alone** property, although there is similar size lots developed in the area.

Legally Permissible

The parcel is currently zoned MU-DIXIE, Mixed Use DIXIE, City of Lake Worth Beach with future MU-E land use. We have considered the zoning, land use and surrounding uses of the subject. Any use which is legally permitted under this zoning classification is considered reasonable after considering the physical possible uses. These uses included a potential mixed use, including limited retail, office, hotel/motel and low-density multi-family residential development as part of an assemblage. The subject lot does not meet the minimum frontage or lot size in this zoning district and is not a buildable lot as a standalone parcel. Assemblage with an adjoining land owner will be required to develop the site.

Financially Feasible

The success of most developments is based on the financial feasibility of the potential use. Financial Feasibility considers what uses, if any, are the most probable and profitable use of the land. Based on our review of the site, as vacant, it is our opinion that the highest land value would be based for potential mixed use, including limited retail, office, hotel/motel and low-density multi-family residential development. These uses would be similar to the existing surrounding uses in the neighborhood and the feasibility of development would depend on the assemblage of the property with an adjoining land owner.

HIGHEST AND BEST USE-(CONTINUED)

Maximally Productive

The most maximally productive use of the site should produce the highest price or return required by the market for that use. After determining those uses, which are physically, possible, legally permissible and financially feasible, it is our opinion that the most maximally productive use of the land, as vacant, is for development of mixed use, including limited retail, office, hotel/motel and low-density multi-family residential development as part of an assemblage. The subject site is 25 feet wide and approximately 176 feet deep with a zoning of MU-Dixie in the City of Lake Worth Beach, Florida and the site is **not buildable as a stand-alone** property.

As Improved

The site is vacant, and this is not applicable.

Conclusion

Based on the location, size, zoning, surrounding land uses and its current use, it is our opinion, that the subject property would have a highest and best use for future development including a potential mixed use, including limited retail, office, hotel/motel and low-density multi-family residential development as part of an assemblage, based on the site **being below the minimum frontage and lot size and thus is not buildable as a stand-alone** property. The highest and best use is for assemblage with an adjoining property owner.

APPROACHES TO VALUE OMITTED AS NOT APPLICABLE

MARKET COST INCOME

The Market or Sales Comparison Approach to Value is considered applicable in this assignment in the valuation of the subject based on our estimate of the highest and best use of the property for future development. We have considered but not developed the Income and Cost Approaches due to the motivations of typical buyers of this type of property. Development of the Market Approach was considered the most applicable method of valuing the property.

SALES COMPARISON APPROACH

The subject market value will be estimated via the Sales Comparison Approach. This approach is often referred to as the Direct Comparison Approach because the comparison procedure is its basic technique.

The Sales Comparison Approach requires careful selection of sale properties to ensure that they are relatively similar to the subject. No two properties are exactly alike. Therefore, a comparison between the subject and the sales must be considered in arriving at an indication of value for the subject. The market value conclusion is based on the highest and best use of the property. Therefore, we have reviewed the market for similar vacant land parcels in the Lake Worth area. The review of these sales will provide us with an "across the fence" value that will be considered in our final value conclusion.

The following sales are deemed physically and economically comparable to the subject. An analysis sheet for each sale is included in the report. The normal items of comparison are discussed following the presentation of the sales data.

COMPARABLE VACANT LAND SALE NUMBER 1



Two transactions

Location:	906-930 N. G Street Lake Worth Beach, FL 33460
Folio No's.	38-43-44-21-15-274-0080 38-43-44-21-15-274-0020 38-43-44-21-15-274-0030 38-43-44-21-15-274-0040 38-43-44-21-15-274-0070
Recorded:	OR Book 33244 Pages:1687
Grantor:	Michael John Adair
Grantee:	Bridge Holdings, LLC.
Location:	SWC & SEC of N. G. Street and 10 th Avenue North Lake Worth Beach, FL 33460
Folio No.	38-43-44-21-15-274-0100
Recorded:	OR Book 33244 Pages:1685

COMPARABLE VACANT LAND SALE NUMBER 1 - Continued

Grantor: Michael John Adair

Grantee: Bridge Holdings, LLC.

Date of Sale: December 27, 2021

Consideration: \$1,082,286 + \$117,614
Assemblage Total = \$1,199,900

Type of Instrument: Warranty Deeds

Land Size: 47,306+15,455= 62,761 square feet

Present Use: Vacant

Zoning: TOD-E – Transit Oriented
Development East “by Lake Worth
Beach”

Condition of Sale: Arm’s-length

Price per Square Foot of Land Area: \$19.12/square foot

Comments: This is a vacant corner site located on the SEC of 10th Avenue N and N. G Street, with frontage on the south side of 10th Avenue N and frontage on the east side of N. G Street, also borders alley to the east. Lot on SWC of 10th Avenue N. and N. G Street has frontage on the west side of N. G Street and on the south side of 10th Avenue N. Street, also borders railroad track to the west. This transfer was via two deeds.

AERIAL VIEW



LATEST DEEDS

9/22/22 3:20 PM

Landmark Web Official Records Search



CFN 20220034421

OR BK 33244 PG 1687

RECORDED 01/24/2022 10:04:07

AMT 1,082,385.87

Doc Stamp 7,576.80

Palm Beach County, Florida

Joseph Abruzzo, Clerk

Page 1687 - 1688 (2pgs)

Prepared by and return to:

John L. Marro
Marro Law, P.A.
950 S. Pine Island Road Suite A-150
Plantation, FL 33324
File Number: 21-141
Will Call No.: 9547278215

Space Above This Line For Recording Data

Warranty Deed

This Warranty Deed made this 27 day of December, 2021 between Michael Adair, a/k/a Michael John Adair, individually and as The Duly Appointed Successor Trustee(s) of The John Adair Revocable Trust Under Agreement Dated August 1, 1997, whose post office address is 123 Lake Arbor Drive, Palm Springs, FL 33461, grantor, and BRIDGE HOLDING LLC, a Delaware limited liability company whose post office address is 10135 SW 75th Pl, Miami, FL 33156, grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Palm Beach County, Florida to-wit:

PARCELS 2 & 3:

Lots 7 and 8, Block 274, The Palm Beach Farms Co. Plat No. 2 Lucerne Townsite (now known as Lake Worth), according to the plat thereof as recorded in Plat Book 2, Page 29, Public Records of Palm Beach County, Florida.

PARCELS 4 & 5:

Lots 3, 4, 5 and 6, Block 274, The Palm Beach Farms Co. Plat No. 2 Lucerne Townsite (now known as Lake Worth), according to the plat thereof as recorded in Plat Book 2, Page 29, Public Records of Palm Beach County, Florida.

PARCEL 6:

Lot 2, Block 274, The Palm Beach Farms Co. Plat No. 2 Lucerne Townsite (now known as Lake Worth), according to the plat thereof as recorded in Plat Book 2, Page 29, Public Records of Palm Beach County, Florida.

Parcel Identification Number: 38-43-44-21-15-274-0080
38-43-44-21-15-274-0070
38-43-44-21-15-274-0040
38-43-44-21-15-274-0030
38-43-44-21-15-274-0020

Subject to taxes for 2022 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

Grantor warrants that at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of homestead property. Grantor's residence and homestead address is: 123 Lake Arbor Drive, Palm Springs, FL 33461.

DoubleTime®

<https://erec.mypalmbeachclerk.com/Search/DocumentAndInfoByBookPage?Key=Assessor&booktype=C1&booknumber=33244&pagenumber=1687#>

1/2

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.


To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2021.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:


Witness Name: GARRY M. GLICKMAN


Witness Name: Nicolas Brito

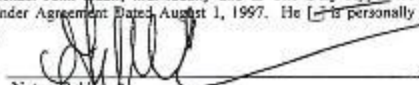
The John Adair Revocable Trust Under Agreement Dated August 1, 1997

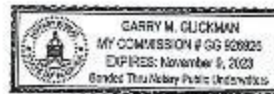
By: Michael Adair
Michael Adair, a/k/a Michael John Adair, individually and as The Duty Appointed Successor Trustee(s) of The John Adair Revocable Trust Under Agreement Dated August 1, 1997

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 22 day of December, 2021 by Michael Adair, a/k/a Michael John Adair, individually and as The Duty Appointed Successor Trustee(s) of The John Adair Revocable Trust Under Agreement Dated August 1, 1997. He personally known or has produced a driver's license as identification.

[Notary Seal]


Notary Public
Printed Name: _____
My Commission Expires: _____





CFN 20220034420

DR BK 33244 PG 1685

RECORDED 01/24/2022 10:04:07

AMT 117,614.13

Doc Stone 823.90

Palm Beach County, Florida

Joseph Abruzzo, Clark

Pgs 1685 - 1686 (2pgs)

Prepared by and return to:

John L. Marro

Marro Law, P.A.

950 S. Pine Island Road Suite A-150

Plantation, FL 33324

File Number: 21-141

Will Call No.: 9547278215

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 27 day of December, 2021 between Michael Adair, a/k/a Michael John Adair, individually and as The Duly Appointed Successor Trustee(s) of The John Adair Revocable Trust Under Agreement Dated August 1, 1997, whose post office address is 123 Lake Arbor Drive, Palm Springs, FL 33461, grantor, and BRIDGE HOLDING LLC, a Delaware limited liability company whose post office address is 10135 SW 75th Pl, Miami, FL 33156, grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Palm Beach County, Florida to-wit:

PARCEL 1:

Lot 10, Block 272, The Palm Beach Farms Co. Plat No. 2 Lucerne Townsite (now known as Lake Worth), according to the plat thereof as recorded in Plat Book 2, Page 29, Less that certain portion of premises as recorded in O.R. Book 1445, Page 402, Public Records of Palm Beach County, Florida.

Parcel Identification Number: 38-43-44-21-15-272-0100

Subject to taxes for 2022 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

Grantor warrants that at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of homestead property. Grantor's residence and homestead address is: 123 Lake Arbor Drive, Palm Springs, FL 33461.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2021.

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In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:


 Witness Name: GARRY M. SLICKMAN


 Witness Name: Nicolas Bruto

The John Adair Revocable Trust Under Agreement Dated August 1, 1997

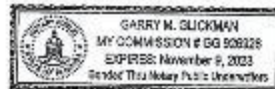
By: 
 Michael Adair, a/k/a Michael John Adair, individually and as The Duly Appointed Successor Trustee(s) of The John Adair Revocable Trust Under Agreement Dated August 1, 1997

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 22 day of December, 2021 by Michael Adair, a/k/a Michael John Adair, individually and as The Duly Appointed Successor Trustee(s) of The John Adair Revocable Trust Under Agreement Dated August 1, 1997. He personally known or has produced a driver's license as identification.

[Notary Seal]


 Notary Public
 Printed Name: _____
 My Commission Expires: _____



COMPARABLE VACANT LAND SALE NUMBER 2



Location:	1831 N. Dixie Hwy Lake Worth, FL 33461
Folio No.	38-43-44-16-06-012-0011
Recorded:	OR Book 33172 Page 00925
Grantor:	Abellon, P.A.
Grantee:	1831 Dixie Highway, LLC
Date of Sale:	December 28, 2021
Consideration:	\$365,000
Type of Instrument:	Warranty Deed
Land Size:	19,293 square feet
Present Use:	Vacant

COMPARABLE VACANT LAND SALE NUMBER 2 (CONTINUED)

Zoning:	MU-Dixie, Mixed Use Dixie Hwy - by Lake Worth Beach
Condition of Sale:	Arm's-length
Price per Square Foot of Land Area:	\$18.92/square foot
Comments:	This is a vacant corner lot with frontage on the west side of N. Dixie Highway and with frontage on the south side of 19 th Avenue N. and located to the northeast of the subject, in the same block.

AERIAL VIEW



LATEST DEED

8/2/22, 3:10 PM

Landmark Web Official Records Search



CFN 20210588277

OR BK 33172 PG 0925
RECORDED 12/29/2021 11:00:39
AMT 365,000.00
Doc Stamp 2,335.00
Palm Beach County, Florida
Joseph Abruzzo, Clerk
Pss 0925 - 9273 (3pas)

THIS DEED WAS PREPARED BY:
BOULEVARD TITLE COMPANY
825 ROYAL PALM BEACH BLVD., SUITE 101
ROYAL PALM BEACH, FLORIDA 33411

County Parcel Identification Number: 38-43-44-16-06-012-0011

SPACE ABOVE THIS LINE FOR RECORDING DATA

THIS WARRANTY DEED, made this 28th day of December, 2021 by ABELLON, P.A., A FLORIDA CORPORATION, whose post office address is 6600 S. DIXIE HIGHWAY, SUITE 1, WEST PALM BEACH, FL 33405, hereinafter called the Grantor(s) to:

1831 DIXIE HIGHWAY LLC, A FLORIDA LIMITED LIABILITY COMPANY, whose post office address is 1608 EAST COMERCIAL BLVD., FT. LAUDERDALE, FL 33334, hereinafter called the Grantee(s)

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in PALM BEACH County, State of Florida, viz:

SEE EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF

SUBJECT TO CONDITIONS, RESTRICTIONS, RESERVATIONS AND EASEMENTS OF RECORD.

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2021.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness #1 Signature

Witness #1 Printed Name

Witness #2 Signature

Witness #2 Printed Name

ABELLON, P.A., A FLORIDA CORPORATION

MARIA C. ABELLON, PRESIDENT

File No: 21-104

https://rec.mypalmbeachclerk.com/Search/DocumentAndInfoByBookPage?Key=Assessor&booktype=0&booknumber=33172&pagenumber=825#

1/8

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me, by means of (X) physical presence or () online notarization, this 28th day of December, 2021 by MARIA C. ABELLON, President of ABELLON, P.A., A FLORIDA CORPORATION, who is either () personally known to me or who (X) has produced a Florida Driver's License as identification.



[Handwritten Signature]

Notary Public

My Commission Expires:

NOTARIZED COPY

File No.: 21-104

Exhibit "A"**Legal Description for File No.: 21-104**

The East 110 Feet of Lot 1, Block B, Lake Worth Heights, according to the Plat thereof, on file in the Office of the Clerk of the Circuit Court, in and for Palm Beach County, Florida, recorded in Plat Book 7, Page 25, LESS and except the East 2.00 feet and less and except that portion more particularly described as follows:

Commence at the Northwest Corner of said Lot 1; thence South $89^{\circ} 58' 09''$ East along the Northerly boundary line of said Lot 1, a distance of 165.00 Feet to the Point of Beginning; thence continue South $89^{\circ} 58' 09''$ East along said Northerly boundary line, a distance of 7.30 Feet to a point on the Westerly existing Right-of-Way line for State Road 805 (Dixie Highway), said Westerly existing Right-of-Way line being 2.00 Feet Westerly of and parallel with the East line of said Lot 1; thence South $00^{\circ} 00' 02''$ East along said Westerly existing Right-of-Way line and said parallel line, a distance of 7.30 Feet; thence North $44^{\circ} 59' 05''$ West, a distance of 10.33 Feet to the Point of Beginning.

COMPARABLE IMPROVED SALE NUMBER 3



Location: 1114 N. Federal Highway
Lake Worth Beach, FL 33460

Folio No. 38-43-44-21-15-354-0030
38-43-44-21-15-354-0050
38-43-44-21-15-354-0060
38-43-44-21-15-354-0080

Recorded: OR Book 32375 Page 00544

Grantor: The Brugmansia House, LLC

Grantee: John Stevick

Date of Sale: April 2, 2021

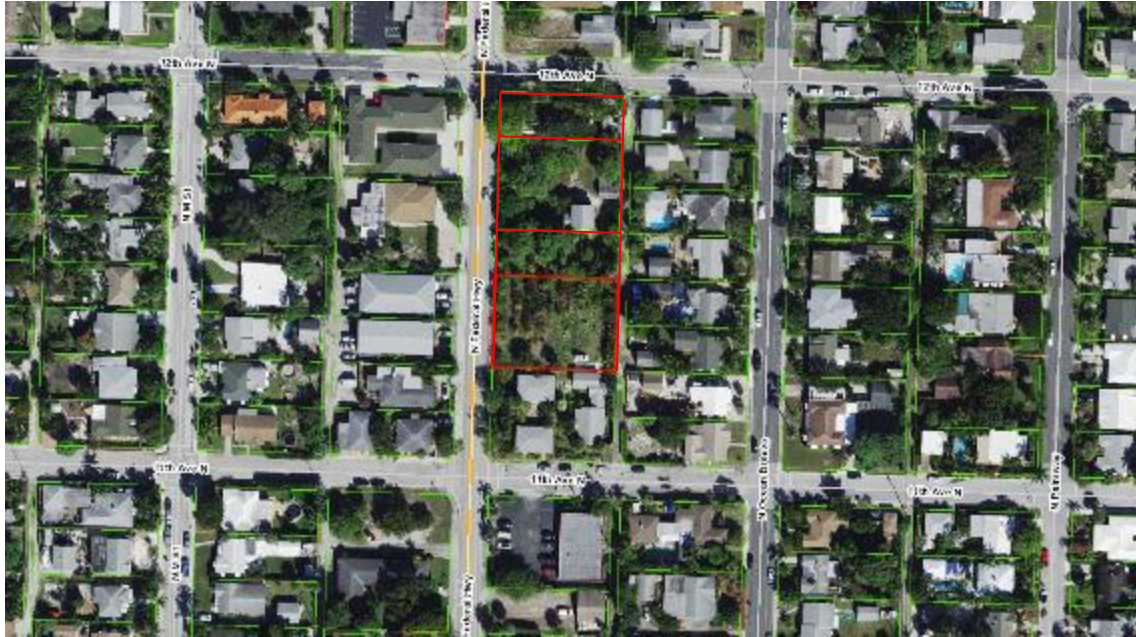
Consideration: \$750,000

Type of Instrument: Warranty Deed

COMPARABLE VACANT LAND SALE NUMBER 3 (CONTINUED)

Land Size:	40,511 square feet
Present Use:	Vacant
Zoning:	MU-FH, Mixed Use Federal, City of Lake Worth Beach
Condition of Sale:	Arm's-length
Price per Square Foot of Land Area:	\$18.51/square foot
Comments:	This site has an older improvement on it and was purchased as vacant for redevelopment purposes. The site is a corner commercial lot with frontage on the east side of N. Federal Highway and on the south side of 12 th Avenue N. with access to an alley to the east of the property.

AERIAL VIEW



LATEST DEED

CFN 20210163390
OR BK 32375 PG 544
RECORDED 04/12/2021 14:54:23
Palm Beach County, Florida
AMT 750.000.00
DEED DOC 5,250.00
Joseph Abruzzo
Clerk
Pg# 0544-0545: (2Pg#)

Prepared by and return to:

Law Office of Cary P. Sabol, PA
P. O. Box 9081
West Palm Beach, FL 33416
561-281-2340
File Number: RB-2021-013

Parcel Identification Number: 38-43-44-21-15-354-0050
38-43-44-21-15-354-0080
38-43-44-21-15-354-0030
38-43-44-21-15-354-0060

[Space Above This Line For Recording Date]

Warranty Deed

This Warranty Deed made this 12th day of April, 2021 between THE BRUGMANSIA HOUSE LLC, a Florida Limited Liability Company whose principal office address is 11500 Indian Spring Ct., Great Falls, VA 22066, grantor, and John Steviak, a single man whose principal home address is 1636 Walnut St., Berkeley, CA 94709, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Palm Beach County, Florida to-wit:

- PARCEL 1:
Lots 3 and 4, Block 354, of The Palm Beach Farms Company Plat No. 2, The Townsite of Lucerne (Now Known as Lake Worth), according to the plat thereof, recorded in Plat Book 2, Page 29, of the Public Records of Palm Beach County, Florida.
- PARCEL 2:
Lot 5, Block 354, of The Palm Beach Farms Company Plat No. 2, The Townsite of Lucerne (Now Known as Lake Worth), according to the plat thereof, recorded in Plat Book 2, Page 29, of the Public Records of Palm Beach County, Florida.
- PARCEL 3:
Lots 6 and 7, Block 354, of The Palm Beach Farms Company Plat No. 2, The Townsite of Lucerne (Now Known as Lake Worth), according to the plat thereof, recorded in Plat Book 2, Page 29, of the Public Records of Palm Beach County, Florida.
- PARCEL 4:
Lot 8, Block 354, of The Palm Beach Farms Company Plat No. 2, The Townsite of Lucerne (Now Known as Lake Worth), according to the plat thereof, recorded in Plat Book 2, Page 29, of the Public Records of Palm Beach County, Florida.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

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And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple, that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2020.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

THE BRUGMANSIA HOUSE LLC, a Florida Limited Liability Company

By: FLORIBUNDA, LLC, its Manager

By: *Douglas D. Schar*
Douglas D. Schar, Manager and Authorized Representative

Witness Name: *Karina Patrocas*

Witness Name: *Charles V. ...*

State of *Virginia*
County of *Fairfax*

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this *2nd* day of April, 2021 by Douglas D. Schar, Manager and Authorized Representative of FLORIBUNDA, LLC as Manager of THE BRUGMANSIA HOUSE LLC, a Florida Limited Liability Company, on behalf of the company, who is personally known to me or has produced a driver's license as identification.

[Notary Seal]

Notary Public: *Justin Gormley*
Printed Name: *Justin Gormley*
My Commission Expires: *April 30, 2022*



COMPARABLE VACANT LAND SALE NUMBER 4



Location:	1715 N. Dixie Highway Lake Worth Beach, FL 33460
Folio No.	38-43-44-16-06-014-0010
Recorded:	OR Book 33649 Page 00568
Grantor:	Lake Worth Beach Community Redevelopment Agency
Grantee:	OAG Investment 5, LLC
Date of Sale:	June 15, 2022
Consideration:	\$2,490,000
Type of Instrument:	Special Warranty Deed
Land Size:	99,914 square feet
Present Use:	Vacant

COMPARABLE IMPROVED SALE NUMBER 4 (CONTINUED)

Zoning:	MU-DIXIE, Mixed Use DIXIE, City of Lake Worth Beach
Condition of Sale:	Arm's-length
Price per Square Foot of Land Area:	\$24.92/square foot
Comments:	This is a vacant site, basically rectangular and located on the northwest corner of N. Dixie Highway and 17 th Avenue N. with frontage on N. Dixie Highway to the east, 17 th Avenue N to the south and 18 th Avenue N. to the north. This property is across 18 th Avenue N. to the south of the subject property.

LATEST DEED

9/1/22, 11:06 AM

Landmark Web Official Records Search

CPN 20220294725
CR LK 33849 PG 588
RECORDED 06/27/2022 08:15:02
Palm Beach County, Florida
AMT 2,400.000.00
DEED DOC 17,430.00
Joseph Abruzzo
Clerk
Pgs.0685-0570, (2)Pgs)

Prepared by and e-mailed to
Doreen M. Toltes, Esq.
Attorney at Law
Wino Scrata Hoffmann Cole & Bierman, P.L.L.C.
2800 Ponce de Leon Boulevard Suite 1200
Coral Gables, FL 33134
305-454-0800
File Number: 3949.018

Parcel Identification Number: 38-43-44-16-06-014-0108

[Space Above This Line For Recording Date]

Special Warranty Deed

This Special Warranty Deed made this 15th day of June, 2022 between Lake Worth Beach Community Redevelopment Agency, a Florida public agency created pursuant to Chapter 163, F.S. (the "Grantor"), and OAG Investment S LLC, a Florida limited liability company whose post office address is 444 Brickell Avenue, P.O. Box 13121, Miami, Florida 33101 (the "Grantee"),

(the Grantor and Grantee are hereinafter referred to as the "Parties" to this instrument and the principal representatives and assigns of each of them, and the successors and assigns of the parties),

Witnesseth, that said Grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Palm Beach County, Florida, to-wit:

See Exhibit "A" attached hereto and made a part hereof as if fully set forth herein.

Together with all the tenements, hereditaments and appurtenances therein belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor.

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

DoubleTime

NotaryCam Doc ID: f0428f14-dbf0-4a72-8b43-cb95238df66a

[https://rec.mypairsearcher.com/Search/DocumentAndInfoByBookPage?Key=Assessor\\$000Ktysa=0&booknumber=33849&pagenumber=568#](https://rec.mypairsearcher.com/Search/DocumentAndInfoByBookPage?Key=Assessor$000Ktysa=0&booknumber=33849&pagenumber=568#)

1/3

Signed, sealed and delivered in our presence:

Lake Worth Beach Community Redevelopment Agency, a Florida public agency created pursuant to Chapter 163, F.S.
Lake Worth Community Redevelopment Agency, a Florida public agency created pursuant to Chapter 163, F.S.

Millie Ramos-Pombo

Witness Name: Millie Ramos-Pombo

Lerise Redding

Witness Name: Lerise Redding

By: Brendan Lynch
Brendan Lynch, Chair

Millie Ramos-Pombo

Witness Name: Millie Ramos-Pombo

Lerise Redding

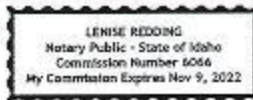
Witness Name: Lerise Redding

By: Joan Oliva
Joan Oliva, Executive Director

State of Idaho, County of Ada:

This notarial act involved the use of two-way audio/video communication technology.
The foregoing instrument was acknowledged before me by means of physical presence or online instruction, this 15th day of June, 2022 by Brendan Lynch, Chair and Joan Oliva, Executive Director of Lake Worth Beach Community Redevelopment Agency, a Florida public agency created pursuant to Chapter 163, F.S., Lake Worth Community Redevelopment Agency, a Florida public agency created pursuant to Chapter 163, F.S., on behalf of said agency. They are personally known or have produced a driver's license as identification.

[Notary Seal]



Lerise Redding

Notary Public

Printed Name: Lerise Redding

My Commission Expires: 11/9/2022

Exhibit "A"

Parcel 1:

Lots 1, 2 and 3, Block "D", Lake Worth Heights, according to the Plat thereof as recorded in Plat Book 7, Page 25, Public Records of Palm Beach County, Florida.

Parcel 2:

The East 110 feet of Lot 1, Block "E", Lake Worth Heights, according to the Plat thereof as recorded in Plat Book 7, Page 25, Public Records of Palm Beach County, Florida.

LESS from Parcels 1 and 2, that parcel described in the Supplated Order of Taking in O.R. Book 9379, Page 1919, Public Records of Palm Beach County, Florida, more particularly described as follows:

A portion of Lot 1, Block E, Lake Worth Heights, as recorded in Plat Book 7, Page 25, Public Records of Palm Beach County, Florida, lying in Section 16, Township 44 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commence at the Southwest corner of said Lot 1; thence South 87°52'17" East along the Southern boundary line of said Lot 1, a distance of 167.50 feet to the POINT OF BEGINNING; thence continue South 89°55'17" East along said Southern boundary line, a distance of 7.00 feet to a point on the Westerly Existing Right of Way line for State Road 805 (Dixie Highway), said point being on a line 2.50 feet Westerly of and parallel with the Eastern boundary line of said Lot 1; thence North 00°00'00" West along said Westerly Existing Right of Way line and said parallel line, a distance of 9.00 feet; thence South 37°54'15" West, a distance of 11.35 feet to the POINT OF BEGINNING.

AND

A portion of Lot 1, Block D, Lake Worth Heights, as recorded in Plat Book 7, Page 25, Public Records of Palm Beach County, Florida, lying in Section 16, Township 44 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Lot 1; thence South 89°55'10" East along the Northern boundary line of said Lot 1, a distance of 167.50 feet to the POINT OF BEGINNING; thence continue South 89°55'10" East along said Northern boundary line, a distance of 7.00 feet to a point on the Westerly Existing Right of Way line for State Road 805 (Dixie Highway), said point being on a line 2.50 feet Westerly of and parallel with the Eastern boundary line of said Lot 1; thence South 00°00'00" East along said Westerly Existing Right of Way line and said parallel line, a distance of 9.00 feet; thence North 29°02'10" West, a distance of 10.51 feet to the POINT OF BEGINNING.

Parcel 3:

The West 40 feet of Lot 1 and all of Lot 2, Block E, Lake Worth Heights, according to the plat thereof as recorded in Plat Book 7, Page 25, Public Records of Palm Beach County, Florida.

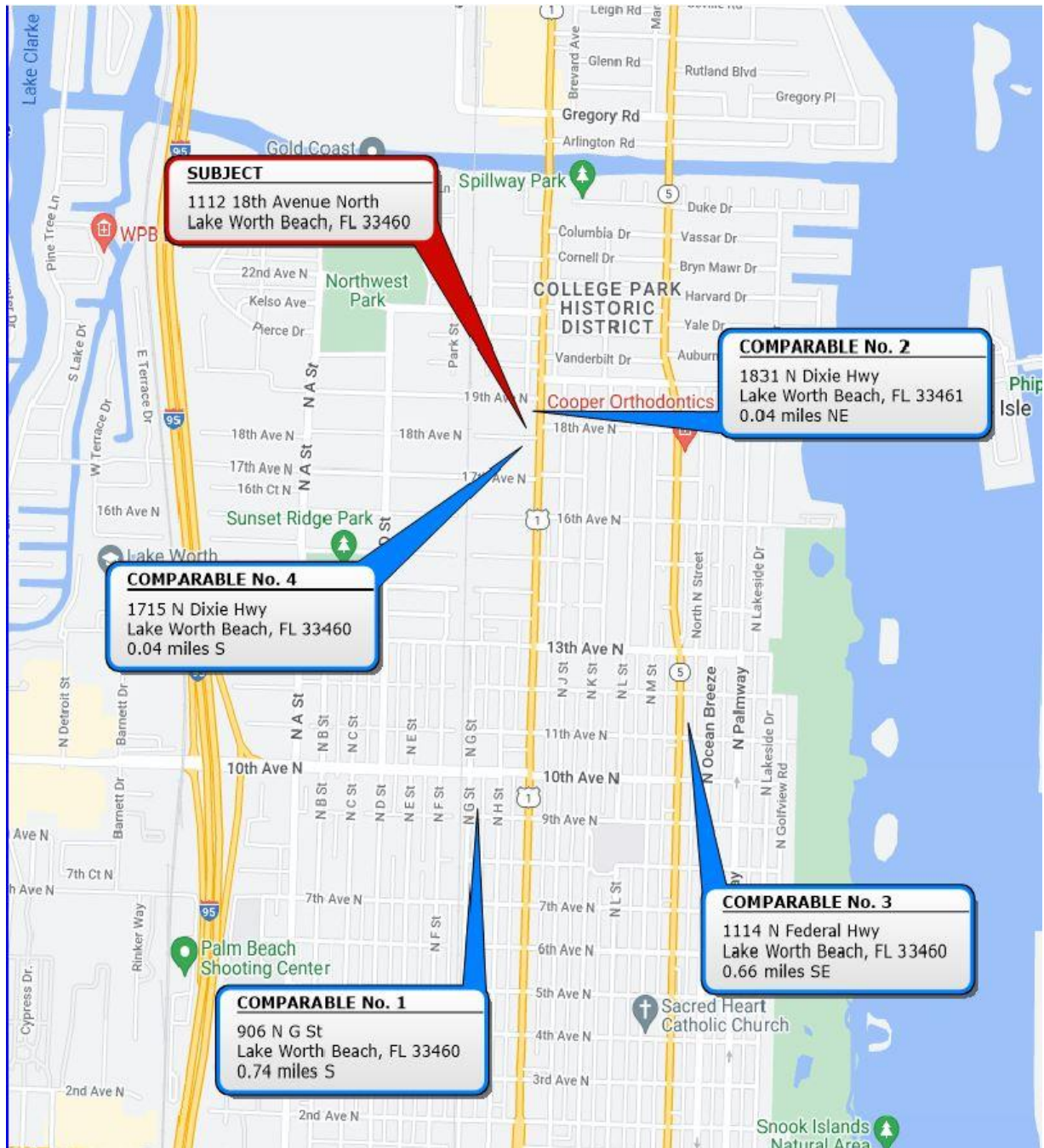
Parcel 4:

Lot 3, and the East Half (1/2) of Lot 4, Block E, Lake Worth Heights, according to the plat thereof as recorded in Plat Book 7, Page 25, Public Records of Palm Beach County, Florida.

Parcel 5:

The East 25 feet of the West 65 feet of Lot 1, Block E, Lake Worth Heights, according to the plat thereof as recorded in Plat Book 7, Page 25, Public Records of Palm Beach County, Florida.

COMPARABLE SALES LOCATION MAP



1112 18th Avenue N. Lake Worth Beach, FL 33460

SALE No.	SALE DATE	SALE PRICE	ADDRESS	LOT SIZE SF	PRICE PER SF	ZONING
1	12/27/2021	\$ 1,199,900	906-930 N. G Street, Lake Worth Beach, FL 33460	62,761	\$ 19.12	TOD-E
2	12/28/2021	\$ 365,000	1831 N. Dixie Hwy. Lake Worth Beach, FL 34460	19,293	\$ 18.92	MU-Dixie
3	4/2/2021	\$ 750,000	1114 N. Federal Hwy. Lake Worth Beach, FL 33460	40,511	\$ 18.51	MU-F
4	6/15/2022	\$ 2,490,000	1715 N. Dixie Hwy. Lake Worth Beach, FL 33460	99,914	\$ 24.92	MU-Dixie
SUBJECT			1112 18th Avenue N. Lake Worth Beach, FL 33460	4,382		MU-Dixie

SALES COMPARISON APPROACH TO VALUE

MARKET DATA ANALYSIS

The Sales Comparison Approach to value entails the direct comparison of similar properties that have sold in the recent past. We have reviewed about twenty recent sales in the Lake Worth area and surrounding communities and have narrowed our sales to the four transactions located within the City of Lake Worth Beach and all are located within .75 miles of the subject property. The sales have all occurred within the prior 24 months.

We have reviewed the sales and considered adjustments based upon an analysis of the real property rights conveyed, the conditions of sale, differences in general market conditions (time), and physical differences between the sale properties and the subject property.

The sales sold in the time frame of April of 2021 to June of 2022. The date of value for this assignment is September 9, 2022. The sales all occurred in a similar time frame and market conditions. The review of these sales leads us to conclude that Sales 3 should be adjusted higher for the difference in time frames as this was the oldest sale and the lowest unit sale price with an inferior location on Federal Highway.

The subject property contains a total of 4,382 square feet of land area and the site was vacant. The comparable sales range in land size from 19,293 square feet to 99,914 square feet with the largest sale having the highest unit sale price. Although the sales are larger than the subject, these were considered most applicable in consideration of our conclusion of the market value for an “across the fence” value.

The zoning on Sales 2, 3 and 4 is the same as the Mixed Use of the subject property with Sales 2 and 4 having the same Dixie Highway designation. Sale 1 is zoned TOD-E. Our review of the sales did not indicate any market-based adjustments or trends for this difference in zoning.

All of the sales are located in close proximity to the subject property, and all are located within the City of Lake Worth Beach. Sales 2 and 4 were considered most similar to the subject property as they are located to the north and south of the subject property. .

SALES COMPARISON APPROACH TO VALUE (CONTINUED)

MARKET DATA ANALYSIS (Continued)

The following is a summary of our review of each of the sales:

Sale 1 is located on the corner of 10th Avenue North and N G Street, just east of the railroad tracks and sold in December of 2021 for \$1,199,000 or \$19.12 per square foot of land area. This site was considered inferior overall.

Sale 2 is located on the west side of N. Dixie Highway and was the smallest site considered in our review. This sale was considered similar for size, zoning and location being located just to the northeast of the subject property. This property sold in December of 2021 for \$18.92 per square foot and was considered similar overall.

Sale 3 is located .66 miles to the southeast of the subject property on Federal Highway and had MU-F zoning and was the oldest sale in April of 2021. This 40,511 square foot site sold for \$18.51 per square foot of land area and was considered to be inferior overall to the subject property.

Sale 4 is located just across 18th Avenue N. to the south of the subject property on the corner of N. Dixie Highway and 18th Avenue N. and sold for \$24.92 per square foot of land area. This was the largest site reviewed with 99,914 square feet of land and this site is larger than the subject property but would be typical for the subject location on N. Dixie Hwy. This property has the same zoning and is one of the newest sales occurring in June of 2022. This sale was considered superior due to the size and the street access on three streets.

MARKET DATA ANALYSIS (CONTINUED)

Based on our overall review of the 4 sales, it was our opinion that the market value of the subject site would be in the range of Sales 1, 2, 3 and 4 with Sales 1 and 3 considered inferior and Sale 4 considered superior overall. Based on the review of the sales, a value conclusion at \$20.00 per square foot of land area was considered applicable and is supported by the sales in the area. This would reflect the value of the site based on an “across the fence” valuation. This would be the value to any purchaser that assembled this site with their property. Since the site is unbuildable by itself, there is a limited market for the property as there are only three parcels that adjoin the subject.

The subject site is 25 feet wide and approximately 176 feet deep with a zoning of MU-Dixie and the site **is not buildable as a stand-alone** property. We have reviewed sales of unbuildable lots and remnant parcels sold by FDOT to adjoining land owners. These sales range in value from a low of \$0.50 to \$3.00 per square foot and the values sold in the range of 10% to 50% of the adjoining land values. In addition, we reviewed sales of unbuildable lots due to environmental issues and these sales ranged from a low of \$2.02 to a high of \$8.63 with these percentage in the range of 10% to 43%. Therefore, we have concluded the a discounted value for the lot at 40% of the across the fence value would be applicable to the subject property. This indicates a market value at \$8.00 per square foot.

Therefore, the following indicates the market value for the subject property.

Land Size (Sq. Ft)		Indicated Unit Price (per Sq. Ft)		Indicated Value
4,382	X	\$8.00 per Sq. Ft	=	\$35,056
INDICATED MARKET VALUE OF SUBJECT				\$35,000

RECONCILIATION

We have considered the Sales Comparison, Cost, and Income Approaches to value in this assignment. The Cost and Income Approaches were not considered applicable due to our review of the motivations of the buyers for this type of property. Based upon the quantity and quality of the market data, i.e., the comparable sales, it is our opinion that the Sales Comparison Approach to Value is the most reliable indicator of the value of the subject property (land only). The use of the Sales Comparison Approach to Value allowed us the opportunity to review the value of the property considering the unit sale price per square foot of land area for an “across the fence” valuation. Considering the subject and surrounding uses, the review of the unit sale price and overall sale prices of the comparables was considered most applicable and the sales considered, in our opinion, reflect the market value of the across the fence methodology.

The Sales Comparison Approach for the land was considered the most applicable method of valuation for the subject land and that indicated a market value of \$20.00 for an “across the fence” valuation. The review of other unbuildable lots lead us to conclude that an assemblage value of \$8.00 per square foot would be applicable and that indicated a market value of \$35,000. This valuation is based on the highest and best use for mixed use development as part of the limited market for assemblage.

Based upon review of the market data and our analysis, it is our opinion that the market value of the subject property based on our estimation of the highest and best use of the property as indicated in this report, as of September 9, 2022, is:

VALUE OF SUBJECT PROPERTY

THIRTY-FIVE THOUSAND DOLLARS
(\$35,000)

ADDENDUM

**PHOTOGRAPHS
OF
SUBJECT PROPERTY**



View looking northerly from 18th Avenue N. of subject



View looking northerly from 18th Avenue N. of subject westerly boundary



Street view looking easterly on 18th Avenue subject on left



View looking westerly on 18th Avenue subject which is on right

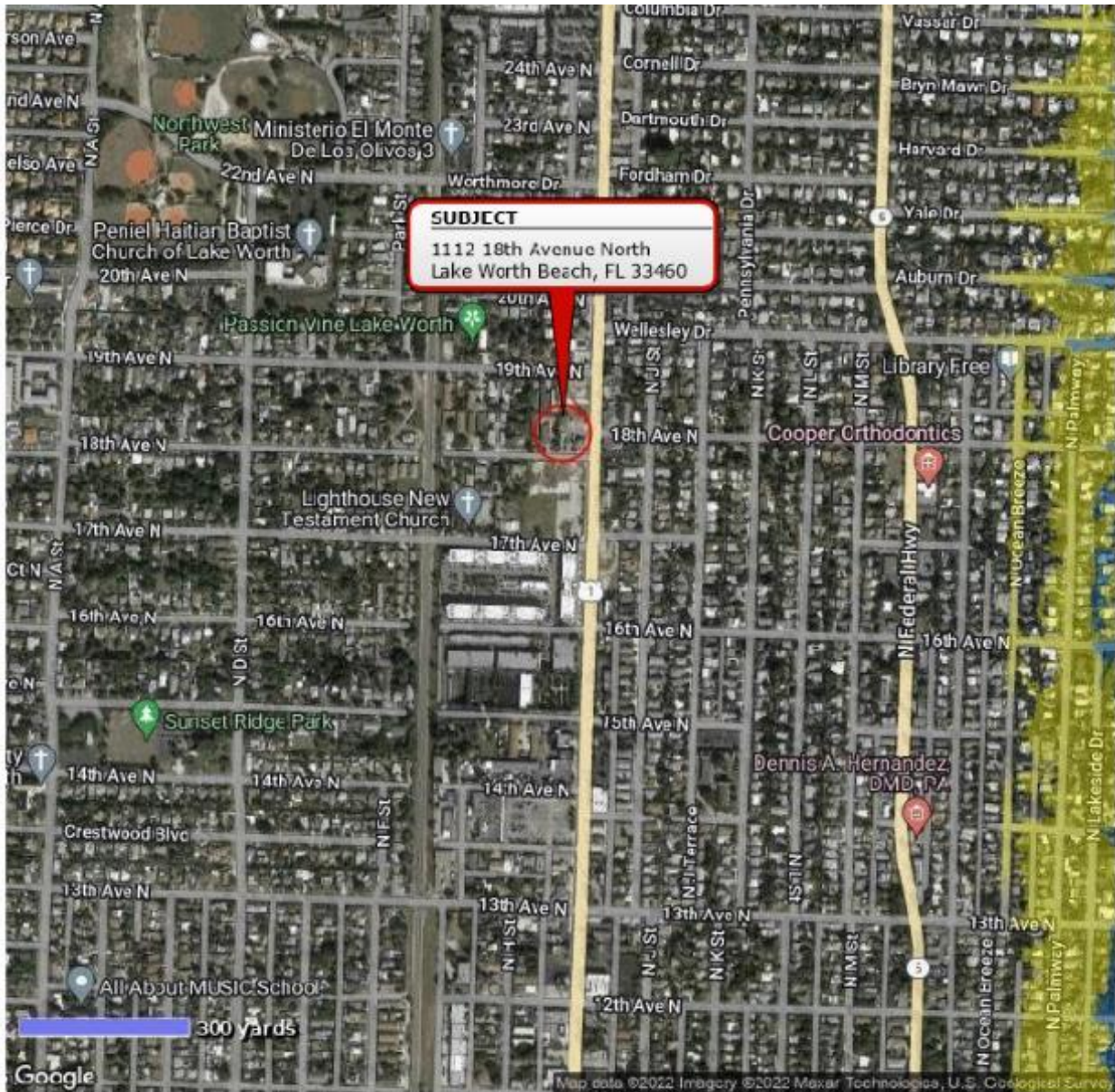


View of subject site looking northeasterly 18th Avenue N. of subject



View from 18 Avenue N. with subject on east of property to the east of subject

FLOOD ZONE MAP



MAP DATA

FEMA Special Flood Hazard Area: **No**
 Map Number: **12099C0593F**
 Zone: **X**
 Map Date: **October 05, 2017**
 FIPS: **12099**

MAP LEGEND

- | | |
|--|---|
|  Areas inundated by 500-year flooding |  Protected Areas |
|  Areas inundated by 100-year flooding |  Floodway |
|  Velocity Hazard |  Subject Area |

Powered by CoreLogic®

SUBJECT PROPERTY MOST RECENT DEED

No Deed Available Through Palm Beach County Property Appraiser

ZONING CODE

9/15/22, 12:32 PM

Lake Worth Beach, FL Code of Ordinances

Sec. 23.3-17. - MU-DH—Mixed use-Dixie Highway.

- a) *Intent.* The MU-DH mixed use - Dixie Highway district is designed for Dixie Highway, Lake Worth's commercial spine. The MU-DH district is intended to provide the establishment and expansion of a broad range of office and commercial uses, including higher density residential use. Certain commercial uses are not permitted in the district because they will be detrimental to the shopping or office functions of the area. The establishment of certain uses is subject to conditional use review to ensure they will not have a negative impact on nearby residential uses or on the commercial viability of their neighbors. The district implements in part the downtown mixed use land use category of the Lake Worth Comprehensive Plan.
- b) *Use restrictions and development regulations for residential uses in the MU-DH district.* Multiple-family residential uses, excluding single-family and two-family uses, may be established and expanded in the MU-DH district subject to the provisions of [section 23.3-10](#) for uses on the east side of Dixie Highway and [section 23.3-11](#) for uses on the west side of Dixie Highway. Provided however that residential uses shall not be permitted at the ground floor of any building fronting on Dixie Highway.
 1. Minimum living area shall be as follows:
 - A. Efficiency units: Four hundred (400) square feet.
 - B. One-bedroom units: Six hundred (600) square feet.
 - C. Two-bedroom units: Seven hundred fifty (750) square feet.
 - D. Three-bedroom units: Nine hundred (900) square feet.
 - E. Four-bedroom units: One thousand three hundred fifty (1,350) square feet.
- c) *Use restrictions for nonresidential uses in the MU-DH district.* Refer to the permitted use table at [section 23.3-6](#) for a complete list of uses.
 1. *Principal nonresidential uses permitted by right.*
 - A. Commercial - low intensity.
 - B. Office - low intensity.
 - C. Low intensity retail uses - low intensity.
 - D. Personal services uses - low intensity.
 - E. Cultural and artisanal arts uses - low intensity.
 - F. Institutional uses - low intensity.
 - G. Automotive vehicular - low intensity.
 - H. Eating and drinking establishments without drive through facilities.
 - I. Essential services.
 - J. Mixed use developments between major intersections.
 - K. Stand alone commercial uses within one (1) block of major intersections. The major intersections in this district are 10th Avenue North, 6th Avenue south and 12th Avenue south.
 2. *Principal uses permitted as either administrative or conditional uses.*
 - A. Commercial - medium to high intensity.
 - B. Office - medium to high intensity.
 - C. Low intensity retail uses - medium to high intensity.

- D. Personal services uses - medium to high intensity.
 - E. Cultural and artisanal arts uses - medium to high intensity.
 - F. Institutional uses - medium to high intensity.
 - G. Automotive vehicular - medium to high intensity.
 - H. Open air retail operations.
 - I. Parking facilities.
 - J. Places of worship (see [Article 4](#), Development Standards).
 - K. Hotels and motels, subject to the following requirement: Each guest room and bath unit shall have a minimum area of two hundred fifty (250) square feet measured from the interior face of the exterior walls and the interior face of the demising walls of the unit.
3. *Accessory uses permitted by right.*
- A. Home occupations.
 - B. Any use accessory to and customarily incidental to a principal use permitted by right.
4. *Accessory uses permitted as either administrative or conditional uses.*
- A. Day care centers and nursery school uses accessory to places of worship.
 - B. Restaurants accessory to motels.
 - C. Establishments selling alcoholic beverages, whether for consumption on or off the premises, accessory to motels having accessory restaurants.
 - D. Residential apartments as secondary uses in structures with office uses as primary uses.
 - E. Any use accessory to and customarily incidental to a principal use permitted as either an administrative or conditional use.
- d) *Development regulations for uses permitted by right.*

Lot Area	East side of Dixie Highway - 6,500 square feet with max density 1 du per each 2,175 square feet net lot area	
	West side of Dixie Highway - 13,000 square feet with max density 1 du per each 2,175 square feet net lot area	
	Max density 20 dwelling units per gross acre of 43,560 square feet, minimum of 2,175 square feet per unit	
Lot Width	50 ft. on East side of Dixie Highway	
	100 ft. on West side of Dixie Highway	
Height	Primary	East side of Dixie Highway - 30 ft. (not to exceed 2 stories) *Additional 5 ft. of height under Sustainable Bonus Incentive Program (not to exceed 3 stories).

		<p>West side of Dixie Highway - 30 ft. (not to exceed 2 stories) *Additional 5 ft. of height under Sustainable Bonus Incentive Program (not to exceed 3 stories) for blocks adjacent to a single-family residential (SF-R) district. *Additional 15 ft. of height under Sustainable Bonus Incentive Program (not to exceed 4 stories) for blocks fronting both Dixie Highway and G Street or blocks adjacent to the artisanal industrial (AI) district.</p>
	Accessory	24 ft. (not to exceed 2 stories)
Setback	Front	10 ft. minimum not to exceed 22 ft.
	Rear	15 ft. or 10% of lot depth when next to residential zoning district. 10 ft. in general. 5 ft. for accessory structure
	Side	10 ft. on street and 0 ft. on interior lot.
		Roof overhangs shall not exceed more than 2 feet.
	Bonus Height and Stories	For all stories above the second story, both the front façade and rear façade must be set back an additional distance beyond the minimum.
A. Front façade for third story and above must have front setback of eight (8) to twelve (12) feet in addition to minimum.		
B. Rear façade for third floor and above must have rear setback of eight (8) to twelve (12) feet in addition to minimum.		
		C. Façades facing major thoroughfares must have setbacks of eight (8) to twelve (12) feet in addition to minimum for third story and above.
Living Area	Single-Family	800 square feet first dwelling
		400 square feet second dwelling

	Multiple-Family	400 square feet Eff.
		600 square feet 1 BR
		750 square feet 2 BR
		900 square feet 3 BR
		1,350 square feet 4 BR
Accessory Structure Limitations	The total area for accessory structures is limited to 40% of the principal structure area or 1,000 square feet, whichever is less.	
Impermeable Surface Total	A. Small lot - 65%	
	B. Medium lot - 65%	
	C. Large lot - 65%	
Maximum Lot Coverage for all Buildings	A. Lots up to 4,999 square feet (small lot) - 55%	
	B. Lots 5,000 square feet to 7,499 square feet (medium lot) - 50%	
	C. Lots over 7,500 square feet (large lot) - 45%	
Maximum Wall Heights at Side Setback	30'-0" wall height at setback.	
	35'-0" wall height with sustainable incentive (east side of Dixie)	
	45'-0" for additional stories with sustainable incentive (west side of Dixie).	
Floor Area Ratio (FAR) Limitation	Maximum FAR is 1.5.	
	The FAR shall be 1.00 for lots up to 4,999 square feet; 0.95 for lots between 5,000 square feet and 7,499 square feet; and 0.90 for lots 7,500 square feet and greater.	
	An additional 0.50 of FAR shall be granted for Sustainable Bonus Incentive Program.	

1. *Minimum lot dimension.*
 - A. Minimum lot area:
 - (1) East side of Dixie Highway: Six thousand five hundred (6,500) square feet.
 - (2) West side of Dixie Highway: Thirteen thousand (13,000) square feet.
 - B. Minimum lot width:
 - (1) East side of Dixie Highway: Fifty (50) feet.
 - (2) West side of Dixie Highway: One hundred (100) feet.
2. *Maximum height of buildings.*
 - A. Principal building: Thirty (30) feet in height and not to exceed two (2) stories.
 - B. Additional five (5) feet in height shall be granted under the Sustainable Bonus Incentive Program (not to exceed three (3) stories) for lots on east side of Dixie and blocks on west side of Dixie abutting residential zoning districts.
 - C. Additional fifteen (15) feet in height shall be granted under the Sustainable Bonus Incentive Program (not to exceed four (4) stories) for blocks on west side of Dixie and abutting the artisanal industrial (AI) zoning district or fronting both Dixie Highway and the Florida East Coast Railroad (FEC) tracks (G Street).
 - D. Garages and other accessory buildings: Twenty-four (24) feet.
3. *Build-to lines.*
 - A. Front build-to line:
 - (1) From Dixie Highway (SR 805) right-of-way lines: Ten (10) feet.
 - (2) From all other thoroughfare right-of-way lines: Ten (10) feet.
 - (3) Front setback can be increased by eight (8), ten (10) or twelve (12) feet if the building provides an open arcade or public plaza.
 - B. Minimum side setback:
 - (1) From street side lot line: Ten (10) feet.
 - (2) From interior side lot line: None.
 - (3) Street side setback can be increased by eight (8), ten (10) or twelve (12) feet if the building is provided an open arcade or public plaza.
 - (4) Roof overhangs shall not exceed more than two (2) feet into setback.
 - C. Minimum rear setback:
 - (1) Ten (10) feet in general.
 - (2) For lots next to residential zoning districts: Fifteen (15) feet or ten (10) percent of lot depth, whichever is greater.
 - (3) For accessory structures: Five (5) feet.
 - D. Additional height and stories setback for sustainable incentive: buildings in excess of thirty (30) feet in height shall provide an additional front and rear setback of between eight (8) and twelve (12) feet to the minimum required front and rear setbacks.
 - E. Additional height and stories setback along major thoroughfares: Buildings in excess of thirty (30) feet in height shall provide an additional setback of between eight (8) and twelve (12) feet for façades facing a

major thoroughfare.

- F. Awnings shall be exempt from the front and side street setback regulations. Awnings may project over public property to a point of not more than one (1) foot back from the face of the curb. Second story awning(s) installations shall project no more than five (5) feet from the building. If awnings overhang Dixie Highway rights-of-way, the owner will need to acquire a State of Florida Department of Transportation permit.
4. *Build-to line.* All buildings fronting on Dixie Highway shall be situated ten (10) feet from the property line to afford a consistent building line along the street. If public arcade or public open space is provided the build-to-line may be adjusted in increments of eight (8), ten (10) and twelve (12) feet.
5. *Maximum impermeable surface.* The maximum impermeable surface shall be:
- A. Sixty-five (65) percent of the lots up to four thousand nine hundred ninety-nine (4,999) square feet;
 - B. Sixty-five (65) percent for lots between five thousand (5,000) square feet and seven thousand four hundred ninety-nine (7,499) square feet; and
 - C. Sixty-five (65) percent for lots seven thousand five hundred (7,500) square feet and greater.
6. *Maximum impermeable surface for all structures.* The maximum impermeable surface shall be:
- A. Fifty-five (55) percent for lots up to four thousand nine hundred ninety-nine (4,999) square feet;
 - B. Fifty (50) percent for lots between five thousand (5,000) square feet and seven thousand four hundred ninety-nine (7,499) square feet; and
 - C. Forty-five (45) percent for lots seven thousand five hundred (7,500) square feet and greater.
7. *Floor area ratio (FAR) limitations.* Maximum FAR is 1.50. The FAR shall be:
- A. 1.00 for lots up to four thousand nine hundred ninety-nine (4,999) square feet;
 - B. 0.95 for lots between five thousand (5,000) square feet and seven thousand four hundred ninety-nine (7,499) square feet;
 - C. 0.90 for lots seven thousand five hundred (7,500) square feet and greater; and
 - D. An additional 0.50 of FAR shall be granted under the Sustainable Bonus Incentive Program.
8. *Accessory structures.* All accessory structures shall not exceed forty (40) percent of the gross floor area of the principal structure, excluding approved prefabricated metal storage buildings totaling no more than one hundred forty-four (144) square feet.
9. *Location of accessory buildings, pools, etc.* Accessory buildings, pools and similar structures shall be allowed within the rear or side yards of a double front or corner lot between the main structure and a public street, provided that minimum setbacks are maintained.
10. *Required street trees.* Street trees shall be installed at a minimum of every twenty-five (25) feet of frontage. Approved native species shall be used.
11. *Ground floor regulations.* Ground floor uses with frontage on Dixie Highway must be habitable and active, such as office or retail, and shall not include parking or mechanical uses.
12. *Parking.* In addition to the requirements in [Article 4](#), Development Standards, off-street parking may be addressed by shared parking arrangements for mixed-use developments.
13. *Major thoroughfare design guidelines.* Additional developmental regulations are applicable to certain locations in this district pursuant to the major thoroughfare guidelines, as adopted from time to time by

resolution of the city commission. See also section 23.2-31.

- e) *Locational and development regulations for uses permitted as either administrative or conditional uses.* Uses permitted as conditional uses shall be regulated pursuant to the requirements of sections 23.2-28 and 23.2-29 Article 4, Development Standards.

(Ord. No. 2016-13, § 6(Exh. E), 5-17-16; Ord. No. 2018-10, § 8(Exh. G), 7-17-18; Ord. No. 2019-13, § 4, 12-3-19)

QUALIFICATIONS

ROBERT D. MILLER, ASA

EDUCATION:

Appraisal Institute Courses

SSP Standards of Professional Practice
I-A Fundamentals of Real Estate Appraisal
I-B Capitalization Theory and Techniques
8 Appraising a Single-Family Residence
2-1 Case Studies in Real Estate Valuation
2-2 Report Writing
Business Valuation Seminar
Litigation Valuation

Other Appraisal Courses

Mass Appraisal of Residential Properties
Florida State Law and USPAP
Factory Built Housing
Automated Valuation Model

PROFESSIONAL

Senior Member of American Society of Appraisers-

AFFILIATION:

South Florida Chapter No. 82 – Accredited Senior Appraiser (ASA) Real Property Urban

LICENSED:

Certified General Real Estate Appraiser #RZ1270- State of Florida

EXPERIENCE:

1993-Present Vice President-The Urban Group, Inc.
1995-Present Miller Appraisal Group, Inc.
1978-1993 Real Property Analysts, Inc., Fort Lauderdale, Florida, Executive Vice President
1987 Involved in United States Senate Study Right-of-Way Acquisition Procedures

QUALIFIED AS

EXPERT WITNESS FOR:

Condemnation proceeding in Lake, Kankakee, Cook and DuPage Counties, Illinois and Broward, Dade, Monroe, Palm Beach and Duval Counties, Florida. Testified in Bankruptcy Court in Florida and Texas and Federal Court in Miami, Florida

HAS COMPLETED:

Appraisal Assignments

Commercial, vacant and improved
Condemnation projects
Industrial, vacant and improved
Multi-family residential,
Mobile Home Parks
Office, vacant and improved
Special purpose properties
Review Services

Counseling

Acquisition projects
Income tax analysis
Investment analysis
Tax assessments
ROW Cost Analysis
Special assessments

VARIOUS CLIENTS OVER THE PAST TEN YEARS

GOVERNMENT

BROWARD COUNTY
BROWARD COUNTY SCHOOL BOARD
CITY OF BOYNTON BEACH
CITY OF CORAL SPRINGS
CITY OF DELRAY BEACH
CITY OF FORT LAUDERDALE
CITY OF FORT MYERS
CITY OF HALLANDALE BEACH
CITY OF HOLLYWOOD
CITY OF LAUDERDALE BY THE SEA
CITY OF LAUDERDALE LAKES
CITY OF LAKE WORTH BEACH
CITY OF KEY WEST
CITY OF MARGATE
CITY OF MIAMI
CITY OF MIAMI SPRINGS
CITY OF MIRAMAR
CITY OF POMPANO BEACH
CITY OF RIVIERA BEACH
CITY OF SOUTH MIAMI
CITY OF SUNRISE
FLORIDA DEPARTMENT OF TRANSPORTATION
MIAMI DADE COUNTY
SOUTH FLORIDA WATER MANAGEMENT
TOWN OF DAVIE
TOWN OF PALM BEACH
TOWN OF OCEAN RIDGE
VILLAGE OF PALMETTO BAY

PRIVATE

ALTMAN DEVELOPMENT CORPORATION
CLEAR CHANNEL OUTDOOR
CLEVELAND CLINIC
LENNAR HOMES
THE TAUBMAN COMPANY
SBA TOWERS INC.
UNITED HOMES
WAL-MART CORPORATION

ATTORNEY

BECKER & POLIAKOPF
GREENBERG TRAUIG
BILLINGS COCHRAN
COKER AND FEINER
BRIAN PATCHEN PA
HOLLAND & KNIGHT
GOREN CHEROF DOODY & EZROL
ACKERMAN
WEISS-SEROTA-HELFMAN



LW522306083

Remit Payment To:

Trident Title, a division of LandCastle Title Group, LLC
1301 N. Congress Ave, Suite 310
Boynton Beach, FL 33426
Phone: (561)354-2409 Fax: (561)828-2655

INVOICE

Due upon receipt

Trident Title, a division of LandCastle Title Group, LLC
1301 N. Congress Ave, Suite 310
Boynton Beach, FL 33426

Order Number: LW522306083

Invoice Date: 6/15/2023

Invoice Number: LW522306083-O&E

Operation: 01007.160038

Seller(s): LAKE WORTH CITY OF

Escrow Officer: Cindi King

Escrow Assistant: Cindi King

Sales Rep: House

Property Description (1):

1112 18th Avenue, Lake Worth, FL 33460

Bill Code	Description	Amount
SEA	Title Search Fee	300.00

Invoice total amount due: \$300.00

**Thank you for the opportunity to serve you.
Please return a copy of this invoice with your payment**



PROPERTY INFORMATION REPORT

Order No.: 11203126
Customer Reference Number LW522306083

Addressee:
Trident Title, a Division of LandCastle Title Group, LLC
1301 N. Congress Avenue, Suite 310
Boynton Beach, FL 33426
561-812-1304
561-828-2655

Commonwealth Land Title Insurance Company has caused to be made a search of the Public Records of Palm Beach County, Florida, ("Public Records"), from 12/08/1950, through 05/31/2023 8:00 AM, as to the following described real property lying and being in the aforesaid County, to-wit:

The East 25 feet of the West 65 feet of Lot 1, Block C, Lake Worth Heights, a subdivision in Section 16, Township 44 South, Range 43 East, according to the plat thereof, as recorded in Plat Book 7, Page 25, of the Public Records of Palm Beach County, Florida.

As of the effective date of this Report, the apparent record Fee Simple title owner(s) to the above-described real property is/are:

City of Lake Worth by virtue of that Deed recorded in Deed Book 927, Page 16 and Quit Claim Deed recorded in Deed Book 927, Page 17.

The following liens against the said real property recorded in the aforesaid Public Records have been found:

Proof of payment of ALL OUTSTANDING TAXES, folio or parcel number 38-43-44-16-06-013-0014.

NOTE: PLEASE CALL THE PALM BEACH TAX COLLECTOR'S OFFICE AT (561) 355-2264 FOR ALL CORRECT AMOUNTS THAT ARE NOW DUE AND PAYABLE.

Public Records shall be defined herein as those records currently established under the Florida Statutes for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

This Report shows only matters disclosed in the aforesaid Public Records, and it does not purport to insure or guarantee the validity or sufficiency of any documents noted herein; nor have the contents of any such documents been examined for references to other liens or encumbrances. This Report is not to be construed as an opinion, warranty, or guarantee of title, or as a title insurance policy; and its effective date shall be the date above specified through which the Public Records were searched. This Report is being provided for the use and benefit of the Addressee(s) only, and it may not be used or relied upon by any other party. This Report may not be used by a Commonwealth Land Title Insurance Company agent for the purpose of issuing a Commonwealth Land Title Insurance Company title insurance commitment or policy.

This Report is not title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified by name in the property information report as the recipient(s) of the property information report.

Order No.: 11203126
Customer Reference Number LW522306083

Commonwealth Land Title Insurance Company

Stephen Masluk
Stephen Masluk



CERTIFIED TO:
VINNY DAVIS

FLOOD ZONE:
12099C0593F
ZONE: X
EFF: 10/05/2017

BOUNDARY SURVEY

1112 18TH AVE N, LAKE WORTH, FLORIDA 33460

LEGAL DESCRIPTION:

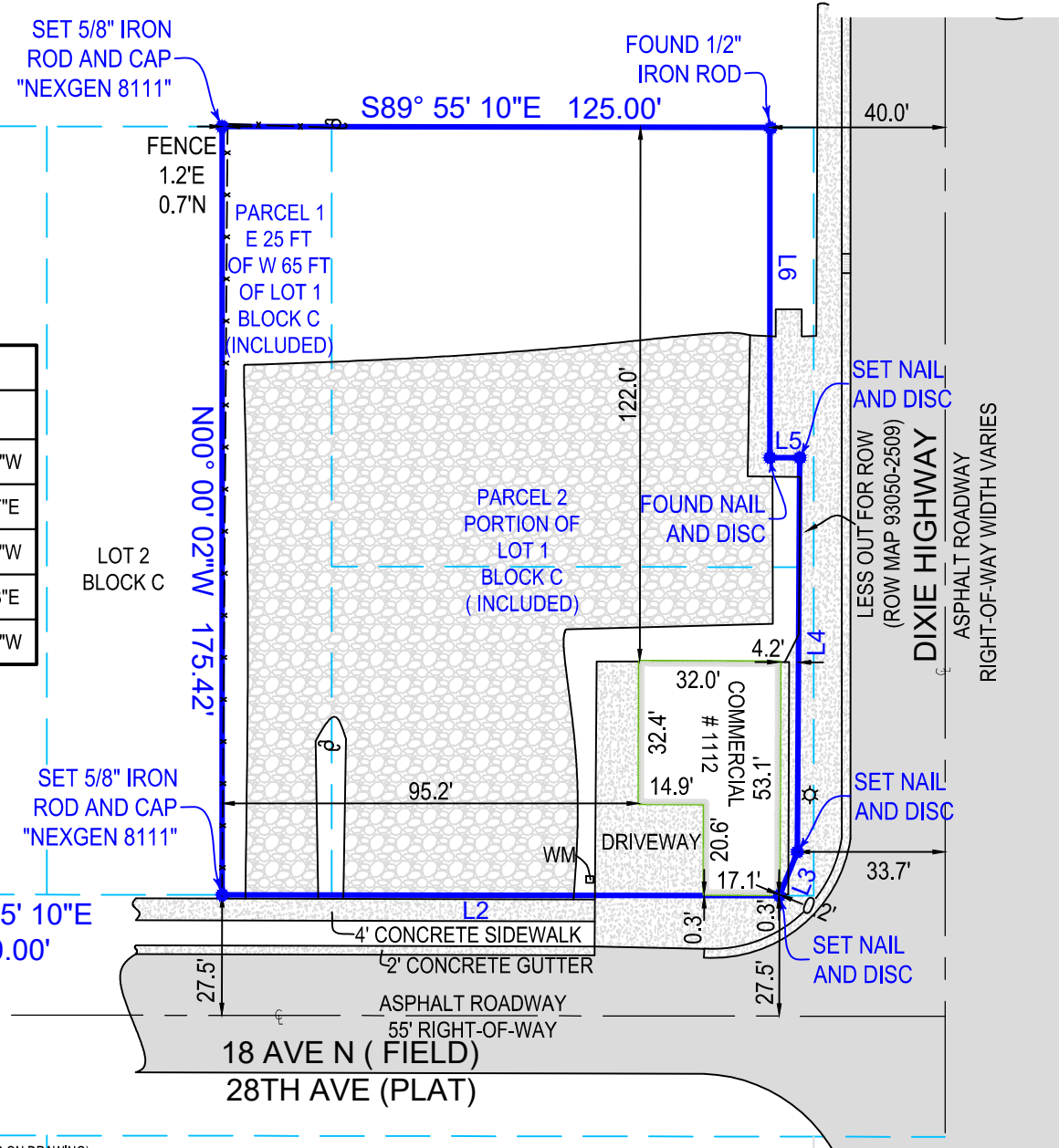
PARCEL 1:
LAKE WORTH HEIGHTS E 25 FT OF W 65 FT OF LT 1 BLK C

PARCEL 2:
THE NORTH 75 FEET OF THE EAST 110 FEET OF LOT 1, BLOCK "C" OF LAKE WORTH HEIGHTS, LESS THE EAST 10 FEET THEREOF, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 7, PAGE 25, OF THE PUBLIC RECORDS OF PUBLIC BEACH COUNTY, FLORIDA, AND ALSO THE FOLLOWING:
BEGIN AT A POINT ON DIXIE HIGHWAY 54 FEET NORTHERLY FROM THE SOUTHEAST CORNER OF SAID LOT 1, BLOCK "C", LAKE WORTH HEIGHTS AND RUN WESTERLY ON A LINE PARALLEL TO THE SOUTH BOUNDARY OF SAID LOT 1, BLOCK "C", A DISTANCE OF 50 FEET TO A POINT MARKED BY AN IRON PIPE; THENCE TURN SOUTHERLY AND RUN ON A LINE PARALLEL TO THE EAST BOUNDARY OF SAID LOT 1, BLOCK "C" A DISTANCE OF 54 FEET TO THE SOUTH BOUNDARY OF SAID LOT 1, BLOCK "C"; THENCE TURN WESTERLY AND RUN ALONG THE SOUTH LINE OF LOT 1, BLOCK "C", A DISTANCE OF 60 FEET TO A POINT; THENCE TURN NORTHERLY AND RUN ALONG A LINE PARALLEL TO THE EAST LINE OF SAID LOT 1, BLOCK "C" A DISTANCE OF 100 FEET TO A POINT; THENCE TURN EASTERLY AND RUN ALONG A LINE PARALLEL TO THE SOUTH LINE OF SAID LOT 1, BLOCK "C" TO THE EAST BOUNDARY OF LOT 1, BLOCK "C"; THENCE TURN SOUTHERLY AND RUN ALONG THE EAST BOUNDARY OF LOT 1, BLOCK "C" A DISTANCE OF APPROXIMATELY 46 FEET TO THE POINT OF THE BEGINNING.

GENERAL NOTES:

- 1) THIS SURVEY IS BASED UPON RECORD INFORMATION BY CLIENT. NO SPECIFIC SEARCH OF THE PUBLIC RECORD HAS BEEN MADE BY THIS OFFICE UNLESS OTHERWISE NOTED.
- 2) IF THIS SURVEY HAS BEEN PREPARED FOR THE PURPOSES OF A MORTGAGE TRANSACTION, ITS SCOPE IS LIMITED TO THE DETERMINATION OF TITLE DEFICIENCIES. NO FUTURE CONSTRUCTION SHALL BE BASED UPON THIS SURVEY WITHOUT FIRST OBTAINING APPROVAL AND/OR UPDATES FROM NEXGEN SURVEYING, LLC. NEXGEN SURVEYING, LLC, ASSUMES NO RESPONSIBILITY FOR ERRORS RESULTING FROM FAILURE TO ADHERE TO THIS CLAUSE.
- 3) ANY FENCES SHOWN HEREON ARE ILLUSTRATIVE OF THEIR GENERAL POSITION ONLY. FENCE TIES SHOWN ARE TO GENERAL CENTERLINE OF FENCE. THIS OFFICE WILL NOT BE RESPONSIBLE FOR DAMAGES RESULTING SOLELY ON THEIR PHYSICAL RELATIONSHIP TO THE MONUMENTED BOUNDARY LINES.
- 4) GRAPHIC REPRESENTATIONS MAY HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE MEASURED RELATIONSHIPS - DIMENSIONS SHALL HAVE PRECEDENCE OVER SCALED POSITIONS.
- 5) UNDERGROUND IMPROVEMENTS HAVE NOT BEEN LOCATED EXCEPT AS SPECIFICALLY SHOWN.
- 6) ELEVATIONS ARE BASED UPON NATIONAL GEODETIC VERTICAL DATUM (N.G.V.D. 1929) OR NORTH AMERICAN VERTICAL DATUM (N.A.V.D. 1988).
- 7) ALL BOUNDARY AND CONTROL DIMENSIONS SHOWN ARE FIELD MEASURED AND CORRESPOND TO RECORD INFORMATION UNLESS SPECIFICALLY NOTED OTHERWISE.
- 8) CORNERS SHOWN AS "SET" ARE 5/8" IRON RODS IDENTIFIED WITH A PLASTIC CAP MARKED LS (LICENSED SURVEYOR)

Line Table		
Line #	Length	Direction
L2	127.20'	N89° 55' 10"W
L4	90.01'	N00° 21' 37"E
L3	10.79'	S22° 07' 07"W
L5	6.83'	N89° 58' 43"E
L6	75.38'	N00° 00' 02"W



LEGEND:
(SOME ITEMS IN LEGEND MAY NOT APPEAR ON DRAWING)

A/C-AIR CONDITIONER	P.O.B.-POINT OF BEGINNING	D.E.-DRAINAGE EASEMENT	R-RADIUS(R)	(P)-PLAT	ELEV-ELEVATION	☼ -LIGHT POLE	# -NUMBER	⊗ -WELL	- * - FENCE
WM-WATER METER	P.O.C.-POINT OF COMMENCEMENT	P.U.E.- PUBLIC UTILITY EASEMENT	O.R.B.-OFFICIAL RECORDS BOOK	E.O.W.-EDGE OF WATER	FF-FINISHED FLOOR	⊕ -WATER VALVE	- ASPHALT	⊕ -CENTER LINE	- PLUS OR MINUS
AL-ARC LENGTH	P.B.-PLAT BOOK	L.A.E.-LIMITED ACCESS EASEMENT	SQ.FT.-SQUARE FEET	TOB-TOP OF BANK	LS-LICENSED SURVEYOR	⊕ -CATCH BASIN	- CONCRETE	⊕ -POLE	- MANHOLE
(C)-CALCULATED	PG-PAGE	L.M.E.-LAKE MAINTENANCE EASEMENT	AC.-ACRES	OHL-OVERHEAD LINE	LB-LICENSED BUSINESS	⊕ -FIRE HYDRANT	- PAVER/BRICK	⊕ -MANHOLE	- TOPOGRAPHIC ELEVATION
(M)-MEASURED	U.E.-UTILITY EASEMENT	O.H.E.-OVERHEAD EASEMENT	DB-DEED BOOK(D)-DEED	C/O-CLEAN OUT	PSM-PROFESSIONAL SURVEYOR & MAPPER		- WOOD		

- SURVEY NOTES:
-CONCRETE WALK AND DRIVEWAY EXTENDS THROUGH SOUTH AND EAST BOUNDARY LINES AS SHOWN
-FENCE EXTENDS THROUGH NORTH BOUNDARY LINE AS SHOWN

FIELD DATE: 12-22-2022
DRAWN BY: KG
ORDER NO: 202882
REVISIONS:

1547 PROSPERITY FARMS ROAD
WEST PALM BEACH, FL 33403
NexgenSurveying.com LB#8111
PHONE: 561.508.6272
FAX: 561.508.6309



I HEREBY CERTIFY THAT THIS SURVEY MEETS OR EXCEEDS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PER CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY
CLYDE O. MCNEAL
PSM 2883
ON 1/26/2023



SCALE = 1" = 40'

BOUNDARY SURVEY

1112 18TH AVE N, LAKE WORTH, FLORIDA 33460

LEGAL DESCRIPTION:

PARCEL 1:

LAKE WORTH HEIGHTS E 25 FT OF W 65 FT OF LT 1
BLK C

CERTIFIED TO:

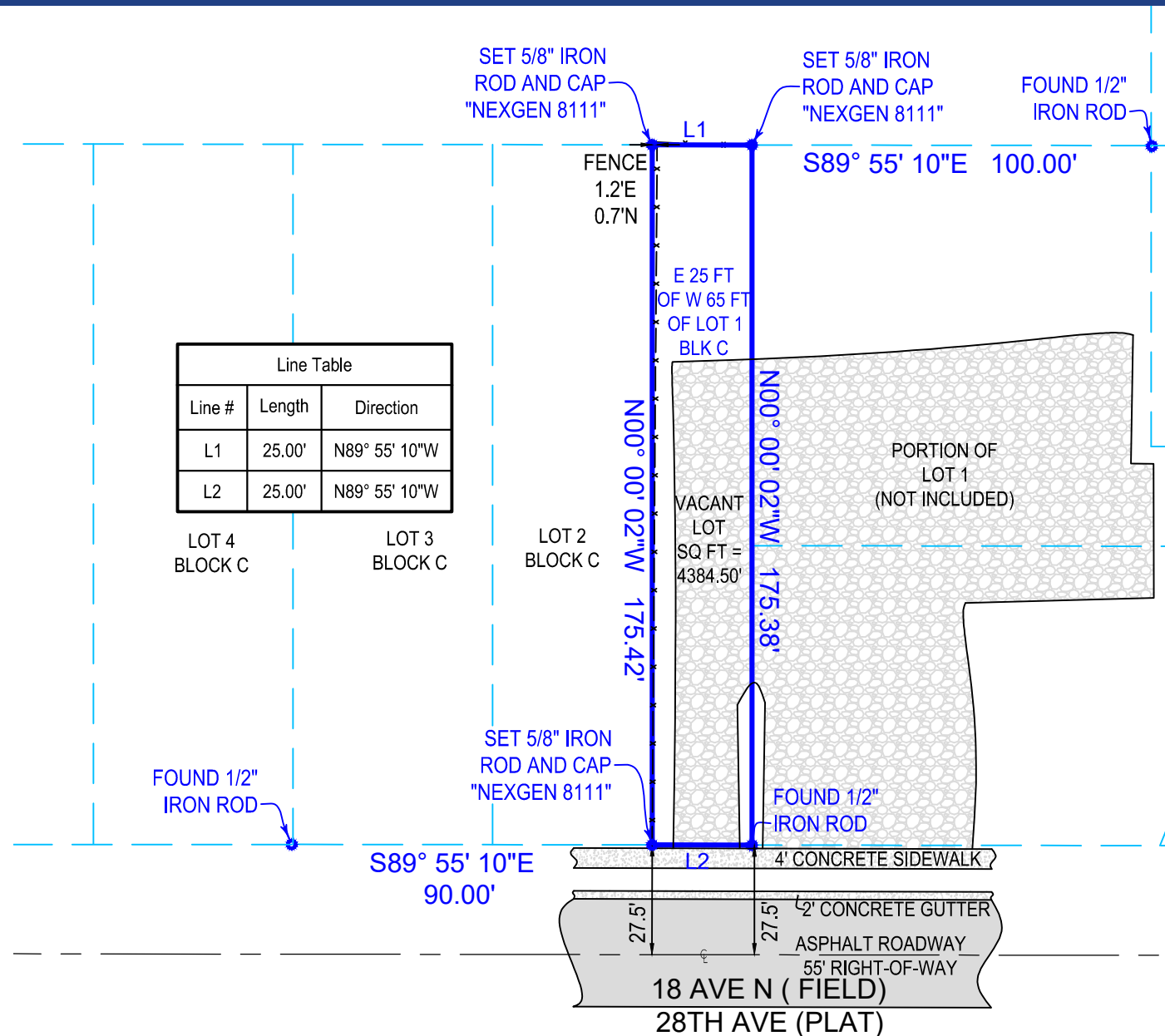
VINNY DAVIS

FLOOD ZONE:

12099C0593F
ZONE: X
EFF: 10/05/2017

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Line Table		
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L2	25.00'	N89° 55' 10"W

LEGEND:

(SOME ITEMS IN LEGEND MAY NOT APPEAR ON DRAWING)

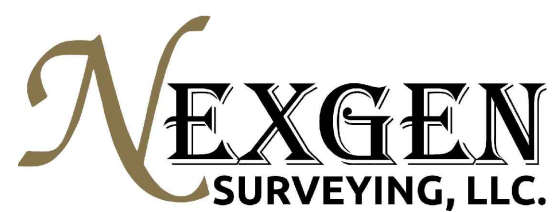
- | | | | | | | | | |
|--|---|---|--|--|---|--|--|---|
| <ul style="list-style-type: none"> A/C-AIR CONDITIONER WM-WATER METER AL-ARC LENGTH (C)-CALCULATED (M)-MEASURED | <ul style="list-style-type: none"> P.O.B.-POINT OF BEGINNING P.O.C.-POINT OF COMMENCEMENT P.B.-PLAT BOOK PG-PAGE U.E.-UTILITY EASEMENT | <ul style="list-style-type: none"> D.E.-DRAINAGE EASEMENT P.U.E.- PUBLIC UTILITY EASEMENT L.A.E.-LIMITED ACCESS EASEMENT L.M.E.-LAKE MAINTENANCE EASEMENT O.H.E.-OVERHEAD EASEMENT | <ul style="list-style-type: none"> R-RADIUS(R) O.R.B.-OFFICIAL RECORDS BOOK SQ.FT.-SQUARE FEET AC.-ACRES DB-DEED BOOK(D)-DEED | <ul style="list-style-type: none"> (P)-PLAT EOW-EDGE OF WATER TOB-TOP OF BANK OHL-OVERHEAD LINE C/O-CLEAN OUT | <ul style="list-style-type: none"> ELEV-ELEVATION FF-FINISHED FLOOR LS-LICENSED SURVEYOR LB-LICENSED BUSINESS PSM-PROFESSIONAL SURVEYOR & MAPPER | <ul style="list-style-type: none"> *-LIGHT POLE #-NUMBER -ASPHALT -CONCRETE -PAVER/BRICK -WOOD | <ul style="list-style-type: none"> -WELL -WATER VALVE -CENTER LINE -CATCH BASIN -FIRE HYDRANT | <ul style="list-style-type: none"> -FENCE -PLUS OR MINUS -POLE -MANHOLE -TOPOGRAPHIC ELEVATION |
|--|---|---|--|--|---|--|--|---|

- SURVEY NOTES:
-FENCE EXTENDS THROUGH NORTH BOUNDARY LINE AS SHOWN

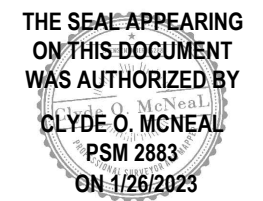
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STAFF REPORT REGULAR MEETING

AGENDA DATE: September 19, 2023

DEPARTMENT: Electric Utility

TITLE:

6th Avenue South Substation Property Exchange

SUMMARY:

City's Electric Utility proposes to exchange the property it's currently inhabiting at 610 S H Street for two properties located at 706 and 710 S H Street for the purpose of constructing a new electric distribution substation.

BACKGROUND AND JUSTIFICATION:

As a part of the City's Electric Utility's System Hardening and Reliability Improvement Program ("SHRIP") staff is proposing exchanging the property (2 lots) at 610 S H Street for two properties located at 706 and 710 S H Street respectively, both currently owned by Dixie Capital. The property exchange will allow the City's Electric Utility to construct a new substation to replace the existing 6th Avenue South substation which has been in service for over 50 years while maintaining continuity of service to residents served from the current location.

Upon execution of the required agreement, City's Electric Utility will proceed with site preparations for construction at the new site while simultaneously initiating efforts to cease operations at the existing substation. Constructing a new substation on the 706 and 710 S H Street properties will expedite the overall project schedule and allow for construction to proceed without construction crews being required to work in close proximity to an energized transformer as well as overhead and underground conductors.

On December 7, 2021, the City Commission unanimously approved Ordinances 2021-18 and 2021-19 which amended the City's Future Land Use Map and Zoning Map respectively to allow for the proposed project to proceed. On January 17, 2023, the City Commission gave unanimous consensus to have the City Attorney and staff finalize negotiations for this property exchange and to issue the required public notice of the City Commission's intention to vote on this matter.

Dixie Capital Partners, LLC is the current owner of the subject properties City will acquire and will become the owner of the 610 S H Street property once the City's Electric Utility vacates the property.

The proposed exchange of property is in compliance with Sec. 2-1 of the Code of Ordinances, City of Lake Worth Beach, regarding exchange of property. Based on concurrent appraisals for purposes of this exchange there is no difference in value between the City-owned property at 610 S H Street and the Dixie Capital-owned property at 706 and 710 S H Street. Pursuant to the terms of the Property Exchange Agreement, Dixie Capital will transfer ownership of its property to the City by November 17, 2023, decommissioning of the existing City substation will occur by September 30, 2024 or the City will pay a monthly fee for any extensions to complete this work; the City will have temporary use of a portion of another property owned by Dixie Capital Partners, LLC. to expedite the City's substation relocation project and will pay a monthly fee of \$1,500 or \$18,000 per year for the use of that property; and the exchange will be completed no later than November 30, 2024.

MOTION:

Move to approve/disapprove Property Exchange Agreement with Dixie Capital Partners, LLC.

ATTACHMENT(S):

Property Exchange Agreement
Fiscal Impact Analysis

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Inflows					
Current appropriation	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows					
Current appropriation	\$18,000	0	0	0	0
Operating	0	0	0	0	0
Capital	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

Contract Award - Existing Appropriation	
	Expenditure
Department	Electric Fund
Division	Transmission Engineering
GL Description	Operating Leasing
GL Account Number	401-6020-531.44-20
Project Number	n/a
Requested Funds	\$18,000

PROPERTY EXCHANGE AGREEMENT

THIS PROPERTY EXCHANGE AGREEMENT (hereinafter the "Agreement") is made on this 19 day of September, 2023 and entered into by and between the **CITY OF LAKE WORTH BEACH**, a Florida municipal corporation, or its successors and assigns (the "CITY") and **DIXIE CAPITAL PARTNERS, LLC**, a Florida limited liability company, its successors and assigns (the "DIXIE"). The CITY and DIXIE shall collectively be referred to as the "Parties."

WHEREAS, the CITY desires to decommission the existing substation on the City Property (as herein defined) and build a new substation on the Dixie Property (as herein defined); and

WHEREAS, DIXIE desires to join its current properties with the City Property in order to develop the combined lots.

NOW THEREFORE, in consideration of the mutual agreements and upon and subject to the terms and conditions herein contained, the parties hereto agree as follows:

1. DEFINITIONS. The following terms when used in this Agreement shall have the following meanings:

1.1. City means the City of Lake Worth Beach, a Florida municipal corporation.

1.2. City Property means that certain property belonging to the CITY and described in **Exhibit "A"**, which is attached hereto.

1.3. Closing for Dixie Property means the consummation of the transaction related to the Dixie Property as contemplated by this Agreement which shall be no more than sixty (60) calendar days after the Effective Date, or such earlier date, if any, as is specified by written notice furnished by CITY to DIXIE provided that such notice shall be furnished, if at all, not fewer than ten (10) days prior to the earlier date selected by CITY in such notice.

1.4. Closing for City Property means the consummation of the transaction related to the City Property as contemplated by this Agreement which shall be no more than sixty (60) calendar days after the end of the Decommission Period, or such earlier date, if any, as is specified by written notice furnished by DIXIE to CITY provided that such notice shall be furnished, if at all, not fewer than ten (10) days prior to the earlier date selected by DIXIE in such notice. Under no circumstances shall the Closing for City Property be prior to the beginning of the Inspection Period for City Property.

1.5. Decommission Period means the time period during which CITY shall complete the decommission and removal of the electric substation and any necessary remediation on the City Property; which shall commence no later than five (5) calendar days after

the Closing for Dixie Property and end on September 30, 2024 or when CITY provides DIXIE with a notice of such completion and a clean environmental report, whichever is earlier.

1.6. Deed means the quit claim deed which shall convey the City Property from CITY to DIXIE, and the warranty deed which shall convey the Dixie Property from DIXIE to CITY.

1.7. Dixie Property means that certain property belonging to DIXIE and described in **Exhibit "A"**, which is attached hereto.

1.8. Effective Date means the date that this Agreement is signed by the City Commission.

1.9. Escrow Agent means Goren, Cherof, Doody, & Ezrol, P.A., with offices at 3099 East Commercial Boulevard, Fort Lauderdale, Florida 33308.

1.10. Inspection Period for Dixie Property means the time period which shall commence five (5) calendar days and end no later than thirty (30) calendar days after the Effective Date, unless such date falls on a Saturday, Sunday or legal holiday, in which case such date shall be extended until the end of the next business day, or such earlier date, if any, as is specified by written notice furnished by CITY to DIXIE.

1.11. Inspection Period for City Property means the time period which shall commence five (5) calendar days and end no later than thirty (30) calendar days after the termination or expiration of the Decommission Period, unless such date falls on a Saturday, Sunday or legal holiday, in which case such date shall be extended until the end of the next business day, or such earlier date, if any, as is specified by written notice furnished by DIXIE to CITY.

1.12. Property is a collective term which includes the City Property and the Dixie Property, consisting of real property situated, lying and being in Palm Beach County, Florida, more particularly described in **Exhibit "A"** attached hereto and made a part hereof, all of which will be vacant land prior to the respective Inspection Period and relevant Closing Date, together with all of the right, title and interest of the CITY and DIXIE, respectively, in and to any site plans, site plan approvals, development plans, specifications, engineering drawings, impact fee credits, if any, and all other related matters and things owned by the CITY and DIXIE which relate to their respective Property; it being the intent of the CITY and DIXIE to sell, transfer, set over unto and convey to the other party all interests of the CITY and DIXIE, as applicable, of whatsoever kind, type, nature, description or characterization in and to the City Property and the Dixie Property, respectively, free and clear of all liens, claims, interests, and encumbrances or possible liens, claims, interests, or encumbrances of whatsoever kind, type, nature, description or

characterization, including, without limitation, the following, to-wit:

1.12.1. All rights-of-way, alleys, privileges, easements and appurtenances which are on or benefit all the City Property and the Dixie Property;

1.12.2. All right, title and interest, if any, of DIXIE in any property lying in the bed of any public or private street or highway, opened or proposed, in front any of the adjoining property to the center line thereof;

1.12.3. To the extent transferable, all licenses, permits, approvals, and other governmental authorizations relating to the operation use or occupancy of the City Property and the Dixie Property (including those licenses, permits, approvals, and other governmental authorizations obtained by CITY and DIXIE hereunder, as applicable, if any), excluding those licenses, permits, approvals, and other governmental authorizations related to the use and operation of an electrical substation which shall at all times remain with CITY, and in effect as of the Closing Date for the applicable Property and all contracts and leases, if applicable, with respect to the City Property and the Dixie Property;

1.12.4. The conveyance also includes any right to any unpaid award relative to the City Property and the Dixie Property to which the CITY or DIXIE, as applicable may be entitled: (1) due to taking by condemnation of any right, title or interest of the CITY or DIXIE and, (2) for any damage to the City Property or the Dixie Property due to change of grade of any street or highway. As applicable, if any, the CITY and/or DIXIE shall deliver to the other at Closing for their respective Property, or thereafter on demand, proper instruments for the conveyance of title and the assignment and collection of any award and damages;

1.12.5. All development rights, if any, including but not limited to entitlements, water and sewer connection rights, air rights, mineral rights (subject to the limited reservation on the City Property pursuant to Section 270.011, Florida Statutes), any impact fee credits previously paid, concurrency rights, zoning rights, guaranties and warranties, if any, and any other intangible rights, if any, associated with the City Property or the Dixie Property, and all of CITY's and DIXIE's respective rights, title and interest in any and all consents, authorizations, variances and waivers, licenses, permits and approvals (including vested rights) from any governmental or quasi-governmental authorities relating to the City Property or the Dixie Property (and the development of same);

1.12.6. All of the CITY's and DIXIE's respective rights, title and interest in

and to the City Property or the Dixie Property (and the development of same), which shall be identified as all water and sewer connections, water wells and other sources of water, water permits, irrigation systems, pumping facilities and pipelines related thereto.

1.13. Other Definitions. The terms defined in this Agreement shall have the defined meaning wherever capitalized herein. Wherever appropriate in this Agreement, the singular shall be deemed to refer to the plural and the plural to the singular, and pronouns of each gender shall be deemed to comprehend either or both of the other genders. As used in this Agreement, the terms "herein", "hereof" and the like refer to this Agreement in its entirety and not to any specific section or subsection.

2. PROPERTY EXCHANGE.

2.1. Property Exchange. The Parties hereby agree to an exchange of property whereby CITY will transfer the City Property to DIXIE and DIXIE will transfer the Dixie Property to CITY pursuant to the terms and conditions of this Agreement.

2.2. Property Value. The Parties agree that based on concurrent appraisals for purposes of this exchange there is no difference in value between the City Property and the Dixie Property.

3. INSPECTION OF DIXIE PROPERTY.

3.1. CITY shall, during the Inspection Period for Dixie Property, determine (a) whether or not the Dixie Property is satisfactory for CITY's purposes in CITY's sole and absolute discretion, and (b) whether or not the Dixie Property has adequate services available and that all federal, state, county and local laws, rules and regulations have been and are currently being complied with relative to the Dixie Property. At all times during the Inspection Period for Dixie Property, CITY and its agents shall be provided with reasonable access during normal business hours to the Dixie Property for purposes of on-site inspections. The scope of the inspections shall be determined by CITY as deemed appropriate under the circumstances. Subject to the limitations of Section 768.28, Fla.Stat., CITY agrees it is responsible for any and all damages, losses and liabilities caused by the negligent acts and omissions of CITY, its agents or employees during inspections conducted on the Dixie Property by CITY. Nothing herein shall be construed as a waiver of CITY's entitlement to sovereign immunity nor as CITY's consent to be sued by third parties.

3.2. During the Inspection Period for Dixie Property, DIXIE shall provide to CITY

reasonable access to any appraisals, environmental reports (Phase I and Phase II, if any), surveys, abstracts and title policies and all other studies, reports, plans or other documents relating to the Dixie Property that DIXIE may have in its possession or is subject to its control relating to the Dixie Property. Furthermore, CITY shall have the right, at its sole expense, to perform Phase I and II assessments with respect to the Dixie Property if CITY elects to do so.

3.3. CITY's right to inspect and enter onto the Dixie Property is expressly conditioned upon CITY's covenant to protect DIXIE from the filing of any liens against the Dixie Property as the result of work performed by or requested by CITY. In the event that any claims of lien are filed against the Dixie Property as a result of work performed or requested by CITY, the CITY shall either pay the sum claimed by the lienor or bond such claim of lien in the manner permitted by law within five (5) business days after CITY receives written notice of the existence of the lien. CITY may continue to have access to the Dixie Property after the expiration of the Inspection Period for Dixie Property upon reasonable notice to DIXIE for all purposes CITY may desire or deem necessary.

4. DECOMMISSION PERIOD

4.1. Decommission Period and Fee Schedule. During the Decommission Period, CITY shall complete the decommission, demolition and remediation on the City Property and shall provide DIXIE with a notice of such completion, with a clean environmental report, reflecting Environmental Site Assessment Phase I and Phase II. In the event CITY fails to provide DIXIE with notice of the completion of the Decommission Period and a clean environmental report by September 30, 2024, CITY shall pay DIXIE in accordance with the following fee schedule:

October 1, 2024 – June 30, 2025	\$2,500.00	Per month
July 1, 2025 – December 31, 2025	\$3,000.00	Per month
January 1, 2026 – June 30, 2026	\$3,500.00	Per month
July 1, 2026 – December 31, 2026	\$4,000.00	Per month
January 1, 2027 – June 30, 2027	\$7,000.00	Per month

Thereafter, the monthly fee increases by 7% annually until the City provides DIXIE with a notice of the completion of the Decommission Period and a clean environmental report for the City Property.

4.2. Temporary Use of 702 S H Street by CITY. In an effort to shorten the

Decommission Period, DIXIE hereby grants to CITY a limited, temporary right to utilize and construct improvements upon a portion of its property located at 702 S H Street, as more particularly depicted in Exhibit “B”, attached hereto and incorporated herein. CITY’s improvements may include a cement pad, a pad-mounted transformer, underground conduit and chain link fencing. The CITY shall pay DIXIE a monthly fee of One Thousand Five Hundred Dollars (\$1,500) for this use, prorated to commence September 19, 2023. Within thirty (30) days of CITY’s electric substation to be constructed on the Dixie Property becoming fully operational or June 30, 2025, whichever occurs sooner, CITY shall remove all CITY improvements from the property located at 702 S H Street and return the property to the same or better condition as prior to the installation of such improvements.

4.3. Design and Application for Development of City Property. At any time immediately following the Effective Date, DIXIE or an Affiliate may, at its sole expense, submit an application(s) to the appropriate governing bodies for entitlement review and ultimate issuance of the necessary approvals and permits to begin the development of other property owned by DIXIE, which may include any or all property located at 615, 617, 621, 622, and 625, 626, 629, 630 S H Street along with the City Property as a single project with multiple phases (“Development Project”). The City Manager may execute any and all documents required for City Property to be made part of such application(s). DIXIE’s applications may provide for commencement of construction for phases of the Development Project prior to Closing for City Property so long as the City Property is not included any such phases. Once approved and following the issuance of permits, construction of the Development Project may begin (excluding any construction on the City Property) prior to the Closing for City Property. Nothing herein shall alter CITY’s role as a governmental jurisdiction with regulatory authority over such applications.

4.4. Payments. Payments to be made by CITY to DIXIE pursuant to Sections 4.1 and 4.2 shall be due monthly, in arrears, upon invoice by DIXIE to CITY and paid by CITY to DIXIE in accordance with the Local Government Prompt Payment Act (Sec. 218.70, et.seq., Florida Statutes). Invoices shall be sent to payable@lakeworthbeachfl.gov. Payments under Section 4.1 shall not be prorated.

5. INSPECTION OF CITY PROPERTY.

5.1. DIXIE shall, during the Inspection Period for City Property, determine (a) whether or not the City Property is satisfactory for DIXIE’s purposes in DIXIE’s sole and absolute discretion, and (b) whether or not the City Property has adequate services available and that all

federal, state, county and local laws, rules and regulations have been and are currently being complied with relative to the City Property. At all times during the Inspection Period for City Property, DIXIE and its agents shall be provided with reasonable access during normal business hours to the City Property for purposes of on-site inspections. The scope of the inspections shall be determined by DIXIE as deemed appropriate under the circumstances. DIXIE agrees it is responsible for any and all damages, losses and liabilities caused by DIXIE, its agents or employees, during inspections conducted on the City Property by DIXIE. DIXIE shall not be responsible for the acts or omissions of CITY. Nothing herein shall be construed as a waiver of CITY's entitlement to sovereign immunity, the application or limitations of Section 768.28, Florida Statutes, nor as CITY's consent to be sued by third parties.

5.2. During the Inspection Period for City Property, CITY shall provide to DIXIE reasonable access to any appraisals, environmental reports (Phase I and Phase II, if any), surveys, abstracts and title policies and all other studies, reports, plans or other documents relating to the City Property that CITY may have in its possession or is subject to its control relating to the City Property. Furthermore, DIXIE shall have the right, at its sole expense, to perform Phase I and II assessments with respect to the City Property if DIXIE elects to do so.

5.3. DIXIE's right to inspect and enter onto the City Property is expressly conditioned upon DIXIE's covenant to protect CITY from the filing of any liens against the City Property as a result of work performed or requested by DIXIE. In the event that any claims of lien are filed against the City Property as a result of work performed or requested by DIXIE, DIXIE shall either pay the sum claimed by the lienor or bond such claim of lien in the manner permitted by law within five (5) business days after DIXIE receives written notice of the existence of the lien. DIXIE may continue to have access to the City Property after the expiration of the Inspection Period for City Property upon reasonable notice to CITY for all purposes requested by DIXIE upon prior written approval by CITY, which shall be granted in CITY's sole discretion.

6. CITY'S AND DIXIE'S REPRESENTATIONS AND COVENANTS. To induce the other party to enter into this Agreement, CITY and DIXIE make the following representations and covenants, all of which, in all material respects and except as otherwise provided in this Agreement (i) are now true, and (ii) shall be true on the Closing Date for both the City Property and the Dixie Property, as applicable:

6.1. At all times prior to Closing for their respective Property, DIXIE and CITY shall keep their respective Property free and clear of any and all third party liens for work or

materials furnished to or contracted for, by or on behalf of CITY or DIXIE, as applicable, prior to the Closing for that Property.

6.2. There are no pending, or to CITY's or DIXIE's knowledge, contemplated condemnation proceedings affecting their respective Property or any part thereof.

6.3. No individual, general or limited partnership, limited liability partnership or company, corporation, trust, estate, real estate investment trust, association or any other entity has or is entitled to possession of any part of their respective Property.

6.4. The City Property is not vacant at the time of execution of this Agreement, however, CITY will ensure that prior to the Inspection Period for the City Property, the City Property is vacant and all current improvements have been demolished in accordance with the terms of this Agreement. DIXIE has the exclusive right to purchase the City Property and CITY shall not engage in any negotiations with or solicit offers from any other party relating to the lease or sale of the City Property unless DIXIE fails to close on the City Property in accordance with this Agreement.

6.5. The Dixie Property is vacant at the time of execution of this Agreement. DIXIE will ensure that prior to the Inspection Period for the Dixie Property, the Dixie Property remains vacant and that no tenant or other occupant, no licensor or franchisor and no other person, firm, corporation, or other entity has any right of possession or to lease or acquire the Dixie Property or any portion thereof as of the Closing Date for Dixie Property. CITY has the exclusive right to purchase the Dixie Property and DIXIE shall not engage in any negotiations with or solicit offers from any other party relating to the lease or sale of the Dixie Property unless CITY fails to close on the DIXIE Property in accordance with this Agreement.

6.6. In demolishing the existing improvements on the City Property, CITY agrees that demolition activities shall include the demolition of all improvements, including structures, foundations, concrete driveways, driveway aprons, walkways, excavation and removal of all the trees and landscaping. Upon completion of the demolition of the City Property, the City Property shall be left rough graded and free of all debris and vegetation. For purposes of this Agreement, rough grade is identified as plus or minus one-tenth of a foot (0.1'), or as suitable for seed and sod, it being understood that neither party will be required to seed or sod their respective Property prior to closing. CITY shall obtain all necessary local, state and federal permits required for the removal, transport and disposal of all materials related to the demolition of the City Property and arrange for any inspections as required by city, county, state and federal laws. In addition, CITY shall remove the debris from the City Property and dispose of the debris in such a manner

that is consistent with standards generally recognized by the demolition trade, and is in compliance with all applicable federal, state, county, and city laws, codes, and regulations.

6.7. CITY is not a party to any written or oral contracts, restrictions, easements, leases, option contracts, rights of first refusal or contracts with respect to the City Property or any portion thereof, nor shall CITY enter into any of the foregoing from and after the date of execution of this Agreement without the written consent of DIXIE.

6.8. DIXIE is not a party to any written or oral contracts, restrictions, easements, leases, option contracts, rights of first refusal or contracts with respect to the Dixie Property or any portion thereof, nor shall DIXIE enter into any of the foregoing from and after the execution of this Agreement without the written consent of CITY.

6.9. Other than the known environmental contamination on the City Property that has been identified by the CITY, CITY and DIXIE have not received any written notice claiming that their respective Property or any method of operation of their respective Property is in violation ("Violation") of any applicable law, ordinance, code, rule, order, regulation or requirement of any governmental authority, including environmental laws, the requirements of any local board of fire underwriters (or other body exercising similar functions) and CITY and DIXIE further represent that their respective Property shall be delivered free of any Violation at Closing for that Property.

6.10. CITY and DIXIE shall not encumber their respective Property, file any application to change the current zoning or land use of their respective Property unless requested by the other party, or enter into any contracts relating to their respective Property unless subject to thirty (30) day termination provisions. The parties agree that this Section does not impact City's agreement to execute documents for the City Property to be part of DIXIE's entitlement applications, as set forth in Section 4.3, herein.

6.11. CITY and DIXIE, as applicable, shall each comply with all of their obligations under all leases, service agreements and all other agreements and contractual arrangements related to their respective Property, by which either party and/or the Property are bound. CITY and DIXIE, respectively, shall maintain all existing insurance coverage in full force and effect through Closing for their respective Property and shall pay all required premiums and other charges. CITY and DIXIE shall deliver their respective Property to the other party, at Closing for their Property free and clear of any and all mortgages and security interests, licenses, claims, options, options to purchase or lease, liens, covenants, conditions, restrictions, rights-of-way, easements, judgements and other matters relating to the Property, and no leases, service

agreements or other agreements or contractual arrangements shall exist with respect to the Property as of the Closing Date for that Property.

6.12. Except for the City of Lake Worth Beach code enforcement cases and liens previously recorded and released against the Dixie Property, , during such time as DIXIE or CITY have owned their respective Property, all activities at the Property have been conducted in compliance with all statutes, ordinances, regulations, orders, and requirements of common law concerning (A) those activities; (B) repairs or construction of any improvements; (C) handling of any materials; (D) discharges to the air, soil, surface water, or groundwater; and (E) storage, treatment, or disposal of any waste at or connected with any activity at the Property.

6.13. REAL PROPERTY SOLD AS IS, WHERE IS, RELEASE: Except as otherwise provided herein, CITY and DIXIE make, and shall make, no warranty regarding the title to their respective Property except as to any warranties which will be contained in the Deeds, and in the other instruments to be delivered by CITY and DIXIE at Closing for each Property in accordance with this Agreement, and CITY and DIXIE make, and shall make, no representation or warranty either expressed or implied (except as specifically set forth in this Agreement) regarding condition, operability, safety, fitness for intended purpose, use, governmental requirements, development potential, utility availability, legal access, economic feasibility or any other matters whatsoever with respect to their respective Property. DIXIE and CITY specifically acknowledge and agree that CITY shall sell and DIXIE shall purchase, and DIXIE shall sell and CITY shall purchase the City Property and the Dixie Property, respectively, on an "AS IS, WHERE IS, AND WITH ALL FAULTS" basis and that, except for the CITY's and DIXIE's respective representations and warranties set forth in this Agreement, DIXIE and CITY are not relying on any representations or warranties of any kind whatsoever, express or implied, from the other party, its agents, officers, or employees, as to any matter concerning the City Property and Dixie Property including, without limitation, any matter relating to (i) the quality, nature, adequacy, or physical condition of the Property; (ii) the quality, nature, adequacy or physical condition of soils, fill, geology, or any groundwater; (iii) the existence, quality, nature, adequacy or physical condition of utilities serving the Property; (iv) the development potential, income potential, or expenses of the Property; (v) the Property's value, use, habitability, or merchantability; (vi) the fitness, suitability, or adequacy of the Property for any particular use or purpose; (vii) the zoning or other legal status of the Property; (viii) the compliance of the Property or its operation with any applicable codes, laws, rules, regulations, statutes, ordinances, covenants, judgments, orders, directives, decisions, guidelines, conditions, or restrictions of any governmental or quasi-

governmental entity or of any other person or entity, including without limitation, environmental person or entity, or environmental laws; (ix) the presence of Hazardous Materials, as defined herein, or any other hazardous or toxic matter on, under or about the Property or adjoining or neighboring property; (x) the freedom of the Property from latent or apparent defects; (xi) peaceable possession of the Property; (xii) environmental matters of any kind or nature whatsoever relating to the Property; (xiii) any development order or agreement, or (xiv) any other matter or matters of any nature or kind whatsoever relating to the Property.

6.14. Other than the environmental Violation on the City Property that has been or will be remediated by CITY at its sole cost and expense prior to Closing on City Property, as previously disclosed to DIXIE, to the best of CITY's and DIXIE's knowledge, respectively, no Hazardous Materials are present on, over or under their respective Property, or are migrating from any premises adjacent to the Property, nor have they been generated, stored, reacted, disposed of, discharged, released, emitted or otherwise handled on, over, under, from or any manner affecting the Property or any premises adjacent to the Property. As used herein, the term "Hazardous Materials" means (i) those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances" or "solid waste" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §960 et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq., the Hazardous Materials Transportation Act, 49 U.S. C. §1801 et seq., or the Clean Water Act, 33 U.S.C. §1321 et seq., as amended, and in the regulations promulgated pursuant thereto; (ii) those substances listed in the United States Department of Transportation Table (49 CFR §172.101) or by the Environmental Protection Agency as "hazardous substances," "hazardous materials," "toxic substances" or "solid waste", (iii) such other substances, materials and wastes which are regulated, or classified as hazardous or toxic, under applicable local, state or federal laws, ordinances or regulations; and any material, waste or substance which is petroleum, asbestos, polychlorinated, biphenyls, flammable explosives or radioactive materials. In the event any Hazardous Materials related to the existing environmental Violation on the City Property are discovered on City Property following Closing on City Property, CITY shall remediate such additional Violation at its sole cost and expense immediately following notice from DIXIE.

6.15. From and after the Effective Date, CITY and DIXIE shall maintain their respective Property and shall cause their respective Property to be maintained in a manner consistent with past practices and in a manner fully compliant with applicable law and the terms of this Agreement, and DIXIE and CITY shall reasonably endeavor to prevent the introduction of

any Hazardous Materials onto their respective Property and DIXIE and CITY shall reasonably endeavor to prevent the release of any Hazardous Materials onto their respective Property, and CITY and DIXIE shall each have and is hereby granted the right to enter upon the Property of the other party to confirm the compliance of the other party with the foregoing duties and obligations. Any notices received by DIXIE or CITY concerning an environmental condition, condemnation, code violation or other matter concerning the Property shall promptly be sent to the other party. CITY and DIXIE shall not (i) mortgage or subject any of their respective Property to a lien or other encumbrance that is not discharged on or prior to Closing of that Property, (ii) permit any construction lien for work performed or materials supplied to attach against any other property, (iii) execute or cause or permit to be placed of record any document affecting title to any portion of their respective Property, nor shall DIXIE or CITY execute, record or acquiesce to any new encumbrance affecting their respective Property or any amendment/supplement to any existing agreement or instrument which encumbers their respective Property, except any such agreement that is between the parties, or (iv) enter into or subject any portion of their respective Property to any option contract, sales contract, or any other agreement pursuant to which any party shall have any right to occupy any portion of their respective Property that would be binding on CITY or DIXIE or their respective Property upon consummation of the transaction contemplated herein.

6.16. CITY warrants that it will not, between the Effective Date and the Closing, without DIXIE's prior written consent, create by its consent any encumbrances on the Property. For purposes of this provision, the term "encumbrances" shall mean any liens, claims, options, or other encumbrances, encroachments, rights-of-way or leases.

6.17. DIXIE warrants that it will not, between the Effective Date and the Closing, without CITY's prior written consent, create by its consent any encumbrances on the Property. For purposes of this provision, the term "encumbrances" shall mean any liens, claims, options, or other encumbrances, encroachments, rights-of-way or leases.

6.18. There is no action, suit or proceeding pending or to DIXIE's or CITY's knowledge threatened against or affecting their respective Property or any portion thereof or relating to or arising out of the ownership or operation of their respective Property, in any court or before any federal, state, county or municipal department, commission, board, bureau or agency or other governmental authority.

6.19. DIXIE and CITY have no knowledge of and have received no notice of any special assessment pending or threatened in respect to their respective Property, whether or not a lien thereon. There are no unpaid tap fees, hook-up fees, impact fees or similar charges or

assessments that will not be paid in full as of the Closing Date for the Property to which the fees, charges or assessments apply.

6.20. DIXIE and CITY have no knowledge of and have received no notice that there is any proceeding pending or threatened for the increase or reduction of the assessed valuation of any portion of their respective Property.

7. EVIDENCE OF TITLE.

7.1. Title to the Dixie Property. DIXIE shall convey title to the Dixie Property, including all easements and restrictions of record with the exception of the encroachment(s), if any, to CITY at Closing for Dixie Property by delivery of the Deed, and such title shall be good and marketable and free and clear of all liens, assessments, restrictions, encumbrances, easements, leases, tenancies, claims or rights of use or possession and other title objects, except as otherwise set forth herein. CITY shall, during the Inspection Period for Dixie Property, secure a title insurance commitment issued by a title insurance underwriter committing to insure CITY's title to the Dixie Property. The costs and expenses relative to the issuance of a title commitment and an owner's title policy shall be borne by DIXIE.

CITY shall have twenty (20) calendar days from the date of receiving the title commitment to examine said commitment. If CITY objects to any exception to title as shown in the title commitment, CITY shall, within ten (10) days of receipt of said commitment, notify DIXIE in writing specifying the specific exception(s) to which it objects. Any objection(s) of which CITY has so notified DIXIE, shall (a) automatically extend the Inspection Period and the Closing Date to allow the objection to be cured by DIXIE as provided in this Section; and (b) be cured by DIXIE so as to enable the removal of said objection(s) from the title commitment within fifteen (15) days after CITY has provided notice to DIXIE. Within five (5) days after the expiration of DIXIE's time to cure any objection, DIXIE shall send to CITY a notice in writing (the "Dixie Cure Notice") stating either (i) that the objection has been cured and, in such case, enclosing evidence of such cure to CITY's satisfaction, or (ii) that DIXIE is unable to cure such objection despite the good faith efforts of DIXIE to effectuate the cure. If DIXIE is unable to cure all objections within the time period set forth herein despite the good faith efforts of DIXIE, then CITY may (a) terminate this Agreement by written notice to DIXIE within ten (10) days after receipt of a Dixie Cure Notice specifying an uncured objection; or (b) subject to the provisions set forth below, proceed to close the transaction contemplated herein despite the uncured objection.

7.2. Survey and Legal Description for Dixie Property. During the Inspection Period for Dixie Property, CITY shall order: (i) a current survey ("current" is defined to be certified

within twenty (20) days of the start of the Inspection Period for Dixie Property), prepared by a registered land surveyor or engineer licensed in the State of Florida showing the boundaries of the Dixie Property, and the location of any easements and other matters as reflected on Schedule B II of the title commitment thereon and certifying the number of acres (to the nearest one thousandth acre) of land contained in the Property, all buildings, improvements and encroachments; and (ii) a correct legal description of the Dixie Property which, upon approval thereof by CITY and DIXIE (not to be unreasonably withheld, conditioned or delayed), shall be the legal description used in the Deed. The survey shall be certified to CITY, DIXIE and the title insurance company issuing the title insurance. The costs and expenses relative to the survey shall be borne by DIXIE.

In the event the survey shows any material encroachments, strips, slivers, gores, or any portion of the land non-contiguous to any other portion of the Dixie Property or any other matter materially affecting the marketability of title to the Dixie Property (any such matter is herein called a "Survey Objection" and treated as a title defect), CITY shall have a period of ten (10) days after receipt of the survey by CITY within which to approve or disapprove any survey objection and to give written notice to DIXIE of any disapproval thereof indicating in reasonable detail the nature and reasons for CITY's objection. In the event CITY provides a notice of disapproval of a survey objection to DIXIE, the rights and obligations of the parties respecting such objections shall be governed by Section 7.1 hereof such that the parties shall have the same rights and objections as though such survey objection objected to was a new exception to title which was discovered and objected to within the contemplation of Section 7.1.

7.3. Title to the City Property. CITY shall convey title to the City Property, including all easements and restrictions of record with the exception of the encroachment(s), if any, to DIXIE at Closing for City Property by delivery of the Deed, and such title shall be good and marketable and free and clear of all liens, assessments, restrictions, encumbrances, easements, leases, tenancies, claims or rights of use or possession and other title objects, except as otherwise set forth herein. DIXIE shall, during the Inspection Period for City Property, secure a title insurance commitment issued by a title insurance underwriter committing to insure DIXIE's title to the City Property. The costs and expenses relative to the issuance of a title commitment and an owner's title policy shall be borne by DIXIE.

DIXIE shall have twenty (20) calendar days from the date of receiving the title commitment to examine said commitment. If DIXIE objects to any exception to title as shown in the title commitment, DIXIE shall, within ten (10) days of receipt of said commitment, notify CITY

in writing specifying the specific exception(s) to which it objects. Any objection(s) of which DIXIE has so notified CITY, shall (a) automatically extend the Inspection Period and the Closing Date to allow the objection to be cured by CITY as provided in this Section; and (b) be cured by CITY so as to enable the removal of said objection(s) from the title commitment within fifteen (15) days after DIXIE has provided notice to CITY. Within five (5) days after the expiration of CITY'S time to cure any objection, CITY shall send to DIXIE a notice in writing (the "City Cure Notice") stating either (i) that the objection has been cured and, in such case, enclosing evidence of such cure to DIXIE's satisfaction, or (ii) that CITY is unable to cure such objection despite the good faith efforts of the CITY to effectuate the cure. If CITY is unable to cure all objections within the time period set forth herein despite the good faith efforts of the CITY, then DIXIE may subject to the provisions set forth below, proceed to close the transaction contemplated herein despite the uncured objection.

7.4. Survey and Legal Description for City Property. During the Inspection Period for City Property, DIXIE shall order: (i) a current survey ("current" is defined to be certified within twenty (20) days of the start of the Inspection Period for City Property), prepared by a registered land surveyor or engineer licensed in the State of Florida showing the boundaries of the City Property, and the location of any easements and other matters as reflected on Schedule B II of the title commitment thereon and certifying the number of acres (to the nearest one thousandth acre) of land contained in the City Property, all buildings, improvements and encroachments; and (ii) a correct legal description of the City Property which, upon approval thereof by DIXIE and CITY (not to be unreasonably withheld, conditioned or delayed), shall be the legal description used in the Deed. The survey shall be certified to CITY, DIXIE and the title insurance company issuing the title insurance. The costs and expenses relative to the survey shall be borne by DIXIE.

In the event the survey shows any material encroachments, strips, slivers, gores, or any portion of the land non-contiguous to any other portion of the City Property or any other matter materially affecting the marketability of title to the City Property (any such matter is herein called a "Survey Objection" and treated as a title defect), DIXIE shall have a period of ten (10) days after receipt of the survey by DIXIE within which to approve or disapprove any survey objection and to give written notice to CITY of any disapproval thereof indicating in reasonable detail the nature and reasons for DIXIE's objection. In the event DIXIE provides a notice of disapproval of a survey objection to CITY, the rights and obligations of the parties respecting such objections shall be governed by Section 7.3 hereof such that the parties shall have the same

rights and objections as though such survey objection objected to was a new exception to title which was discovered and objected to within the contemplation of Section 7.3.

8. RISK OF LOSS.

8.1. Dixie Property: Risk of loss or damage from fire, other casualty, or both, to the Dixie Property is assumed by DIXIE until the Deed is delivered by DIXIE to CITY. In the event any portion of the Dixie Property is destroyed by fire or other casualty then the CITY may elect to proceed to close the transaction contemplated herein. In the event the damage results in increased costs to CITY relating to Hazardous Material abatement costs, as determined during the Inspection Period for Dixie Property, or prior to the Closing Date for Dixie Property the insurance proceeds equal to the amount of said increase in costs shall be paid to the CITY and CITY shall be entitled to a credit against the Purchase Price for any such costs not paid to CITY.

8.2. City Property: Risk of loss or damage from fire, other casualty, or both, to the City Property is assumed by CITY until the Deed is delivered by CITY to DIXIE. In the event any portion of the City Property is destroyed by fire or other casualty then DIXIE may elect to proceed to close the transaction contemplated herein. In the event the damage results in increased costs to DIXIE relating to Hazardous Material abatement costs, as determined during the Inspection Period for City Property, or prior to the Closing Date for City Property the insurance proceeds equal to the amount of said increase in costs shall be paid to DIXIE, and DIXIE shall be entitled to a credit against the Purchase Price for any such costs not paid to DIXIE.

9. TRANSFER OF TITLE SUBJECT TO. Except as otherwise set forth, the Property shall be conveyed subject only to right-of-way, water lines, sanitary sewer, drainage, gas distribution, electrical and telephone easements of record. It shall be the sole and exclusive responsibility of the CITY and DIXIE to coordinate with the City of Lake Worth Beach to relocate any utilities, and any such relocation responsibility, including costs and expenses, shall be borne by the CITY for the Dixie Property, and by DIXIE for the City Property.

10. ADJUSTMENTS AT CLOSING. The following are to be apportioned pro-rata to the Closing Date for and based on each party's respective Property: All utilities, security deposits, rental payments, electric, taxes, and assessments (real property and personal property), and water and sewer charges. Real estate and personal property taxes and special assessments assessed against the Property, if any, whether payable in installments or not, including without limitation all supplemental taxes attributable to the tax period before the Closing Date for the calendar year in which the Closing Date occurs shall be prorated on a per diem basis as of the

date preceding the Closing Date, based on the latest available tax rate and assessed valuation. If the Closing occurs before the bill for taxes for the calendar year in which the Closing Date occurs is available, then the parties shall apportion said taxes based on the gross amount of taxes assessed for the immediately preceding year. Subsequent to the Closing Date, and when the bill for taxes is available for the calendar year in which the Closing Date occurs, the parties shall adjust the proration of taxes and, if necessary, refund or pay the other party such sums as shall be necessary to effect such adjustment. If on the Closing Date the Property or any part thereof shall have been affected by or shall be subject to any special tax, impact fee or assessment, then whether or not any such tax, impact fee or assessment is then a lien on the Property or any portion thereof or is payable to or on the Closing Date, all unpaid installments of any such tax, impact fee or assessment (including those which are to become due and payable after the Closing) shall be deemed to be due and payable prior to Closing and shall be apportioned between CITY and DIXIE. In the event the Property is classified as tax exempt at Closing, then in that event DIXIE and CITY shall comply with Section 196.295, Florida Statutes, with respect to the payment of prorated ad valorem taxes for the year of closing into escrow with the Palm Beach County Tax Collector's Office. In the event that, following the Closing, the actual amount of assessed real property tax on the Property for the current year is higher or lower than any estimate of such tax used for purposes of the Closing, the parties shall re-prorate any amounts paid or credited based on such estimate as if paid in November. This provision shall survive the Closing.

11. CLOSING DATE AND PLACE.

11.1. Dixie Property. The Closing for Dixie Property shall occur on the date noticed by CITY to DIXIE, but in no event later than that date which is sixty (60) calendar days from and after the Effective Date, and the Closing for Dixie Property shall be held in the offices of the CITY's attorney. In the alternative, the parties agree to provide for a closing by courier and wire transfer of funds necessary for Closing for Dixie Property. Closing shall be performed by the Escrow Agent.

11.2. City Property. The Closing for City Property shall occur on the date noticed by DIXIE to CITY, but in no event later than that date which is sixty (60) calendar days from and after the conclusion of the Decommission Period, and the Closing for City Property shall be held in the offices of the CITY's attorney. In the alternative, the parties agree to provide for a closing by courier and wire transfer of funds necessary for Closing for City Property. Closing shall be performed by the Escrow Agent.

12. DEFAULT.

12.1. Default by City. If the CITY shall fail or refuse to consummate the transaction in accordance with the terms and provisions of this Agreement, DIXIE shall have the right to enforce specific performance of this Agreement, and recover from CITY the costs it incurs in doing so.

12.2. Default by Dixie. If DIXIE shall fail or refuse to consummate the transaction in accordance with the terms and provisions of this Agreement, CITY shall have the right to enforce specific performance of this Agreement and recover from DIXIE the costs it incurs in doing so.

13. BROKER. Each party represents and warrants to the other that it has not dealt with any real estate brokers who may claim a fee or commission in connection with the transactions contemplated hereby as a result of such party's acts.

14. CLOSING DOCUMENTS.

14.1. At Closing for Dixie Property, DIXIE shall deliver to CITY a Warranty Deed, Bill of Sale, if applicable, No Lien/Gap Affidavit, Non-Foreign Certification in accordance with Section 1445 of the Internal Revenue Code, 1099 Form and any other documents as listed as title requirements in Schedule B-I of the Title Commitment to assure the conveyance of good and marketable fee simple title of the Dixie Property to the CITY.

14.2. At Closing for City Property, CITY shall deliver to DIXIE a Quit Claim Deed, Bill of Sale, if applicable, No Lien/Gap Affidavit, Non-Foreign Certification in accordance with Section 1445 of the Internal Revenue Code, 1099 Form and any other documents as listed as title requirements in Schedule B-I of the Title Commitment to assure the conveyance of good and marketable fee simple title of the City Property to DIXIE.

15. CLOSING COSTS.

15.1. At Closing for the Dixie Property, DIXIE shall be responsible for the costs and expenses related to closing, including, but not limited to, costs of survey(s), abstracting, title insurance, appraisals, brokers fees, real estate commissions, and any documentary taxes required to be paid in association with the transaction, expressly excluding attorney's fees. CITY shall be responsible for the recording of the Deed for the Dixie Property and, at its own expense, may conduct and obtain an Environmental Site Assessment Phase I and Phase II (if so mandated by the Phase I) of the Dixie Property. All costs and expenses related to the development of the

Dixie Property shall be borne by CITY.

15.2. At Closing for the City Property, DIXIE shall be responsible for the costs and expenses related to closing, including, but not limited to, costs of survey(s), abstracting, title insurance, appraisals, brokers fees, real estate commissions, and any documentary taxes, and recording of the Deed for the City Property required to be paid in association with the transaction. DIXIE, at its own expense, may conduct and obtain an Environmental Site Assessment Phase I and Phase II (if so mandated by the Phase I) of the City Property, in addition to the Environmental Site Assessment Phase I and Phase II obtained by the CITY on the City Property, at the CITY's expense. All costs and expenses related to the development of the City Property shall be borne by DIXIE, excluding those costs related to demolition of the existing substation on the City Property, which shall be borne by CITY.

16. WARRANTIES and INDEMNIFICATION.

16.1. Dixie's Warranties. DIXIE hereby acknowledges and warrants to the best of its knowledge that all of the following are true and correct as of the date of this Agreement:

16.1.1. DIXIE has full power and authority to enter into this Agreement and to assume and perform all of its obligations hereunder.

16.1.2. The execution and delivery of this Agreement and the performance by DIXIE of the obligations hereunder have been duly authorized by DIXIE as may be required, and no further action or approval is required in order to constitute this Agreement as a binding obligation of DIXIE.

16.1.3. The execution and delivery of this Agreement and the consummation of the transaction contemplated hereunder on the part of DIXIE do not and will not violate the organizational documents of DIXIE and do not and will not conflict with or result in the breach of any condition or provision, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any of the terms of any contract, mortgage, lien, lease, agreement, indenture, instrument or judgment to which DIXIE is a party.

16.1.4. All of the representations, warranties and covenants of DIXIE contained in this Agreement are and shall be true and correct in all material respects and not in default at the time of Closing, just as though they were made on the Closing Date for Dixie Property.

16.1.5. DIXIE shall hold CITY harmless against all claims, demands, losses, liabilities, costs and expenses, imposed upon or accruing against CITY as a result of the representations contained in this Section 17.1 not being true and correct in all material respects.

16.2. City's Warranties. CITY hereby acknowledges and warrants to the best of its knowledge that all of the following are true and correct as of the date of this Agreement:

16.2.1. CITY has full power and authority to enter into this Agreement and to assume and perform all of its obligations hereunder.

16.2.2. Upon approval by the City Commission, the execution and delivery of this Agreement and the performance by CITY of the obligations hereunder have been duly authorized by the CITY as may be required, and no further action or approval is required in order to constitute this Agreement as a binding obligation of the CITY.

16.2.3. Upon approval by the City Commission, the execution and delivery of this Agreement and the consummation of the transaction contemplated hereunder on the part of the CITY do not and will not violate the organizational documents of CITY and do not and will not conflict with or result in the breach of any condition or provision, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any of the terms of any contract, mortgage, lien, lease, agreement, indenture, instrument or judgment to which CITY is a party.

16.2.4. All of the representations, warranties and covenants of CITY contained in this Agreement are and shall be true and correct in all material respects and not in default at the time of Closing, just as though they were made on the Closing Date.

16.2.5. To the extent permitted by law, and subject to the limitations contained in Section 768.28, Fla.Stat., as may be amended from time to time, CITY shall hold DIXIE harmless against all claims, demands, losses, liabilities, costs and expenses, imposed upon or accruing against DIXIE as a result of the representations contained in this Section 16.2 not being true and correct in all material respects. Nothing herein shall constitute a waiver of the CITY's entitlement to sovereign immunity nor as CITY's consent to be sued by third parties.

16.3. Nothing contained in this Agreement shall entitle either party to consequential, punitive, special or indirect damages or lost profits. The indemnified party hereunder shall (i) give the indemnifying party prompt written notice of any claim or occurrence that it becomes aware of and that might trigger the indemnifying parties' obligations, and (ii) reasonably cooperate with the indemnifying party in connection with the indemnifying party's obligations hereunder. The parties' indemnification and hold harmless obligations under this Section 16 and under any other section in this Agreement shall survive the expiration or earlier termination of this Agreement.

17. ENFORCEABILITY. If any term, covenant or condition of this Agreement, or the

application thereof to any person or circumstance, shall be determined to be unenforceable by a court of competent jurisdiction (the "Offending Provision"), then the remainder of this Agreement, or the application of such term, covenant or condition to persons, entities or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each term, covenant and condition of this Agreement shall be valid and enforced to the fullest extent permitted by law; provided however, that the parties affected by the Offending Provision shall endeavor in good faith, within fifteen (15) days after the date such determination is made, to agree upon alternative provisions which shall have the same practical effect as the Offending Provision and upon any agreement being reached, the new provision shall be incorporated into and form a part of this Agreement.

18. **NO MERGER.** All warranties, representations, covenants, terms and conditions herein contained shall survive Closing and shall not merge into the Deed.

19. **NOTICE.** Except as otherwise provided herein, all written notices shall be effective upon the actual receipt or first refusal of the addressee to accept delivery after having been sent by reputable overnight delivery service or by certified mail, postage prepaid, return receipt requested, to the following addresses:

CITY: City of Lake Worth Beach
7 N. Dixie Highway
Lake Worth, Florida 33460
Attn: Carmen Davis, City Manager

With Copy to: City Attorney, City of Lake Worth Beach
TORCIVIA, DONLON, GODDEAU & RUBIN, P.A.
Northpoint Corporate Center
701 Northpoint Parkway, Suite 209
West Palm Beach, FL 33407
Tel: (561) 686-8700
Fax: (561) 686-8764

DIXIE: Dixie Capital Partners, LLC
6982 Houlton Circle
Lake Worth, FL 33467
Attn: Francesco Ficarra

With a Copy to: Dixie Capital Partners, LLC
28-21 Astoria Boulevard, Suite PH3
Astoria, NY 11102
Attn: Vito Giannola

ESCROW AGENT: GOREN, CHEROF, DOODY & EZROL, P.A.
3099 East Commercial Boulevard, Suite 200

Fort Lauderdale, Florida 33308
Telephone: (954) 771-4500
Fax: (954) 771-4923

20. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Florida.

21. ENTIRE AGREEMENT. All prior understandings and agreements between CITY and DIXIE are merged in this Agreement. This Agreement completely expresses their full agreement.

22. NO ORAL CHANGE. This Agreement may not be changed or amended orally.

23. SUCCESSORS AND ASSIGNS. This Agreement shall apply to and bind the successors and assigns of CITY and DIXIE. DIXIE shall not assign this Agreement without first obtaining the written approval of the CITY, which approval shall not be unreasonably withheld. Assignment to a related party or affiliate of DIXIE shall not require approval.

24. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be and shall be taken to be an original and all collectively deemed one instrument. The parties hereto agree that a facsimile copy hereof and any signatures thereon shall be considered for all purposes as originals.

25. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health unit.

26. ATTORNEYS' FEES. If for any reason a party initiates any legal or equitable action to secure, protect or enforce its rights under this Agreement, each party shall be responsible for its own costs and expenses including, without limitation, arbitration, paralegals', attorneys' and experts' fees and expenses, whether incurred without the commencement of a suit, in any suit, arbitration, or administrative proceeding, or in any appellate or bankruptcy proceeding.

27. WAIVER OF JURY TRIAL. As an inducement to DIXIE agreeing to enter into this Agreement, DIXIE and CITY hereby waive trial by jury in any action or proceeding brought by either Party against the other Party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement.

28. COOPERATION. CITY and DIXIE shall each reasonably cooperate with the other party, its agents, employees and professional advisors, in connection with the filing of applications and the obtaining of all required permits and approvals (including but not limited to demolition permits, site development permits, utility permits, landscaping, mechanical, plumbing, electrical and all necessary permits, authorizations and approvals to commence immediate improvements for the Property) and any necessary utility access agreements, and shall sign any application reasonably made that is required in order to obtain such permits and approvals and utility access agreements and shall provide the other with any information and/or documentation not otherwise reasonably available (if available to the other) which is necessary to procure such permits and approvals and utility access agreements. Any such accommodation by CITY shall be without prejudice to, and shall not constitute a limit on, impairment or waiver of, or otherwise affect CITY's rights to exercise its discretion in connection with its governmental or quasi-governmental functions.

29. TIME OF THE ESSENCE. All times provided for herein are and shall be of the essence of this Agreement, and each extension of any such time or times shall continue to be of the essence of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates indicated below:

City of Lake Worth Beach, a Florida municipal corporation

By: Betty Resch, Mayor

Approved on: _____

Melissa Ann Coyne, City Clerk

Approved as to Legal Form:

Glen Torcivia, City Attorney

DIXIE CAPITAL PARTNERS, LLC, a Florida limited liability company:

By: Vito Giannola, Manager

Signed on : _____

EXHIBIT A
LEGAL DESCRIPTIONS

City Property:

Folio No.: 38-43-44-21-15-205-0040

Street Address: 610 South H Street, Lake Worth, Florida

Dixie Property:

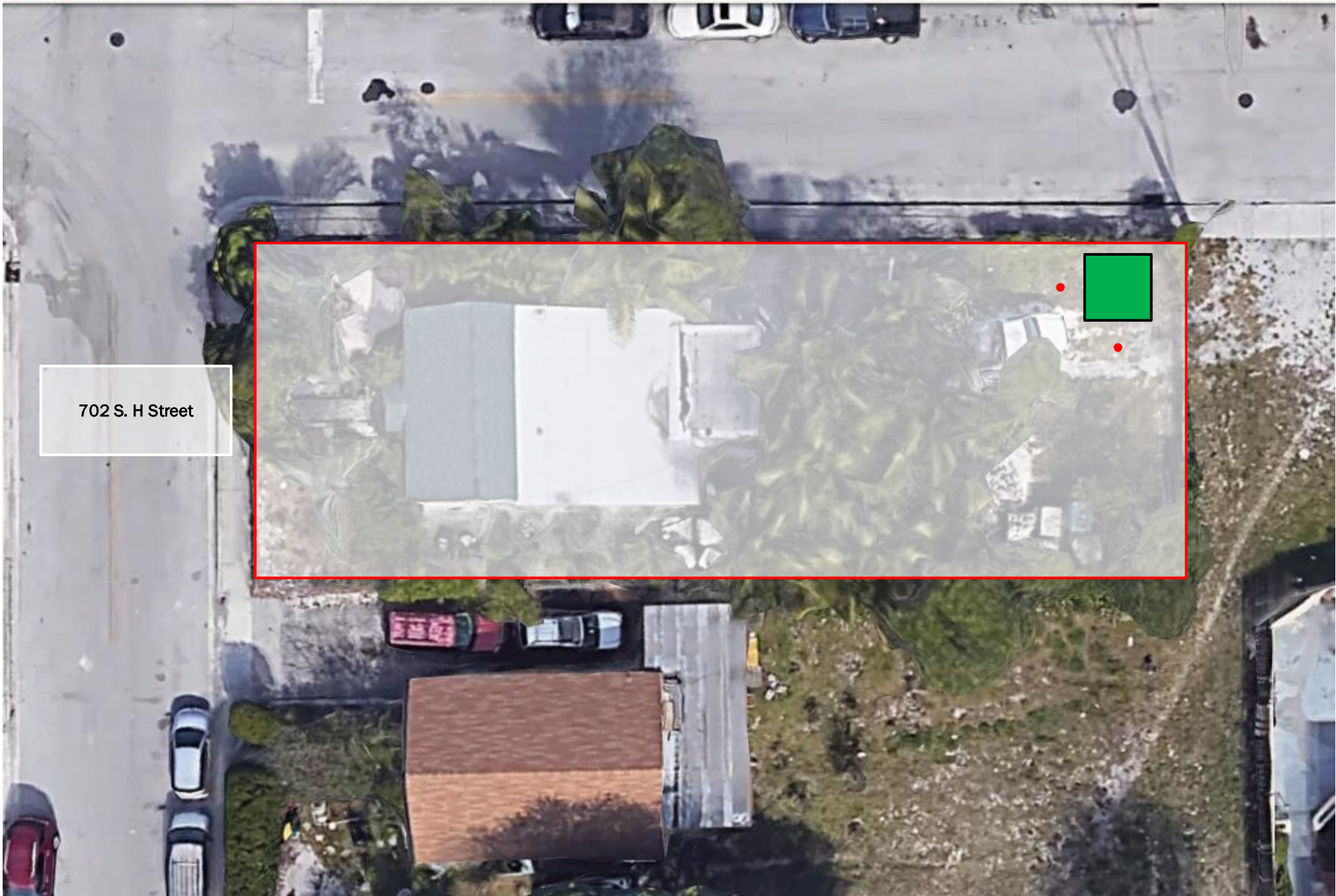
Folio No.:

Street Address: 706 South H. Street, Lake Worth, Florida

Folio No.:

Street Address: 710 South H. Street, Lake Worth, Florida

EXHIBIT A
702 S H STREET
TEMPORARY USE AREA



702 S. H Street

●
Bollard

■
Transformer Concrete slab location

**APPRAISAL REPORT
OF
VACANT LAND PARCEL**



OWNER: CITY OF LAKE WORTH

LOCATED AT

**610 SOUTH H STREET
LAKE WORTH BEACH, FLORIDA 33460**

AS OF

FEBRUARY 2, 2022

PREPARED FOR

**CITY OF LAKE WORTH BEACH
7 NORTH DIXIE HIGHWAY
LAKE WORTH BEACH, FLORIDA 33460**

February 9, 2022

Ms. Casetra Thompson
Purchasing Agent / Financial Service Department
City of Lake Worth Beach
7 North Dixie Highway
Lake Worth Beach, Florida 33460

**RE: Vacant Land Parcel
610 South H Street
Lake Worth Beach, Florida 33460
Owner: City of Lake Worth Beach**

Dear: Ms. Thompson,

Pursuant to our appraisal agreement, we have completed an appraisal of the above-captioned parcel. The purpose of the appraisal is to estimate the market value of the subject parcel as of February 2, 2022. The property consists of 13,500 square feet of vacant land and is owned by the City of Lake Worth Beach. The function of the report is for submittal to the City of Lake Worth Beach for their use as an aid in the potential sale of the subject parcel. The intended users of this report are the City of Lake Worth Beach, and their legal and financial representatives. This property is an interior tract of land located on the east side of H Street and just south of 6th Avenue South. The site is improved with an electric substation, and it is our understanding that those improvements will be removed and were not considered in our analysis. **This is a land only appraisal and assumes that the property is vacant.**

Market value is defined as "the most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress."

The attached report contains our analysis of the factual market data, which forms the basis for our conclusions. Your attention is directed to the Certificate of Valuation and the Assumptions and Limiting Conditions, which form an integral part of the attached report.

City of Lake Worth Beach
February 9, 2022
Page 2

We have personally inspected the property that is the subject of this report. Based upon the conclusions contained in the attached Appraisal Report, in my opinion, the market value of the whole property as of February 2, 2022, is as follows:

TWO HUNDRED SIXTEEN THOUSAND DOLLARS
(\$216,000)

The site is improved with an electric substation, and it is our understanding that those improvements will be removed and were not considered in our analysis. This is a land only appraisal and assumes that the property is vacant.

Respectfully submitted,



Robert D. Miller, ASA
State Certified General R.E. Appraiser No. RZ1270

TABLE OF CONTENTS	1
Certification	3
Assumptions and Limiting Conditions	4
Summary of Salient Facts and Conclusions	6
Legal Description	7
Property Inspection	7
Type of Property	7
History of Property	8
Property Interest Appraised	8
Purpose of Appraisal	8
Function of Appraisal	8
Intended Users of the Report	9
Marketing Period	9
Date of Value	9
Scope of Work	10
Definition of Market Value	10
Neighborhood Map and Description	11
Aerial of Subject Property	14
Sketch of the Subject Property	15
Description of the Property	16
Zoning	18
Real Estate Taxes	19

TABLE OF CONTENTS (CONT.)

Highest and Best Use –Vacant	20
Highest and Best Use- Improved	21
Approaches to Value Omitted	22
Sales Comparison Approach to Value	22
Comparable Sales Map	50
Summary of Comparable Sales	51
Market Data Analysis and Conclusion	52
Reconciliation	55

ADDENDUM

Subject Photographs	
Flood Zone Map	
Most Recent Deeds	
Zoning Code	
Qualifications of Appraiser	

CERTIFICATION

The undersigned does hereby certify that except as otherwise noted in this appraisal report:

1. To the best of our knowledge and belief, the statements of fact contained in this appraisal report, upon which the analysis, opinions, and conclusions expressed herein are based, are true and correct.
2. The reported analysis, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, unbiased professional analysis, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report, and I (we) have no personal interest or bias with respect to the parties involved.
4. Our compensation is not contingent on an action or event resulting from the analysis, opinions, or conclusions in, or the use of, this report.
5. Our analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Uniform Standards of Professional Appraisal Practice.
6. Robert D. Miller has met or exceeded the minimum prescribed educational requirements for Re-certification as an Accredited Senior Appraiser (ASA) or the American Society of Appraisers.
7. Robert D. Miller did inspect the property that is the subject of this report on February 2, 2022. I have not performed any services regarding the subject property within the prior three-year period immediately preceding the acceptance of this assignment, as an appraiser or in any other capacity.
8. John Zink provided significant professional assistance to the person signing this report. Members of my staff provided research information, but the final analysis and value conclusions were of the undersigned only.



Robert D. Miller, ASA
State Certified General R.E. Appraiser No. RZ1270

ASSUMPTIONS AND LIMITING CONDITIONS

The legal description furnished to the appraiser is assumed to be correct.

All existing liens and encumbrances have been considered; however, the property is appraised as though free and clear, under responsible ownership and competent management.

The information identified in this report as being furnished to the appraiser by others is believed to be reliable, however, the appraiser assumes no responsibility for its accuracy.

The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.

It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.

It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report.

It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

It is assumed that the utilization of the land and any improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.

The distribution, if any, of the total valuation in this report between land and any improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

Possession of this report, or copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualifications and only in its entirety.

ASSUMPTIONS AND LIMITING CONDITIONS (Continued)

Disclosure of the contents of this appraisal is governed by the Bylaws and Regulations of the American Society of Appraisers.

The appraiser herein by reason of the appraisal is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.

Neither all, nor part of the contents of this report, especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected, shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.

The Americans with Disabilities Act ("ADA") became effective January 26, 1992. I have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since I have not any direct evidence relating to this issue, I did not consider possible non-compliance with the requirements of ADA in estimating the value of the property.

Unless otherwise stated in this report, the existence of hazardous materials, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on, or in the property. The appraiser is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

The site is improved with an electric substation, and it is our understanding that those improvements will be removed and were not considered in our analysis. **This is a land only appraisal and assumes that the property is vacant.**

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

PROPERTY LOCATION:	610 South H Street Lake Worth Beach, Florida 33460
OWNER'S NAME:	The City of Lake Worth Beach
OWNER'S ADDRESS:	7 N. Dixie Highway, Lake Worth Beach, Florida 33460-3725
DATES OF INSPECTION:	February 2, 2022
LAND SIZE:	13,500 square feet
PRESENT USE:	Vacant Land
ACCESS:	Property has frontage on the east side of H Street.
HIGHEST AND BEST USE:	Future mixed-use development
IMPROVEMENTS:	Electric Sub-Station-Not included in the valuation.
ZONING:	MU-DIXIE, Mixed Use Dixie Highway, City of Lake Worth Beach
COST APPROACH TO VALUE:	N/A
SALES COMPARISON APPROACH TO VALUE:	\$216,000
INCOME APPROACH TO VALUE:	N/A
RECONCILIATION:	\$216,000
DATE OF VALUATION:	February 2, 2022

LEGAL DESCRIPTION:

Lots 4 and 5, Block 205, Town of Lake Worth, according to the Plat of Record in Plat Book 2, Pages 29, inclusive, in the Office of the Clerk of Circuit Court in and for Palm Beach County, Florida.

PROPERTY INSPECTION:

1. Date(s) inspected: February 2, 2022
2. Comments: The property was inspected and photographed during our visit to the site.

TYPE OF PROPERTY:

The subject is a vacant parcel of land located at 610 South H Street in the City of Lake Worth Beach.

FLOOD ZONE:

The property is not located in a FEMA Special Flood Hazard Area as indicated on Map Number 12099C0781F dated 10-5-2017. The site is zoned X, and a copy of the map is included in the addendum.

HISTORY OF PROPERTY:

38-43-44-21-15-205-0040 Owner: The City of Lake Worth Beach

Owner(s)	Mailing Address
LAKE WORTH CITY OF	7 N DIXIE HWY LAKE WORTH FL 33460 3725
Sales Information	
No Sales Information Available.	

No prior sale was reported by the Property Appraiser office, and we were not provided a title report to investigate the chain of title ownership. We know that the property has not changed ownership within the past 10 years.

The above was taken from the Palm Beach County Property Appraiser’s website: <http://www.co.palm-beach.fl.us/papa>

PROPERTY INTEREST APPRAISED:

For the whole property, the property rights appraised are the fee simple title ownership considering any restrictions of use.

PURPOSE OF THE APPRAISAL:

The purpose of the appraisal is to form an opinion of the market value of the subject property as of a current date based on the highest and best use.

FUNCTION OF THE APPRAISAL

The function of the report is for your use in the negotiations for a potential sale of the subject property by the City of Lake Worth Beach. The date of value is February 2, 2022.

INTENDED USERS OF THE REPORT

The intended user of this report is City of Lake Worth Beach, the City Commissioners and their legal and financial representatives.

COMPETENCY PROVISION

The appraiser has completed numerous appraisals for similar type properties in his 39 years as a real estate appraiser in South Florida and completed numerous appraisals for the City of Lake Worth Beach and their CRA and others in the Tri-County area. As a result of the appraiser's experience, the competency provision of USPAP has been met.

MARKETING PERIOD

Based upon discussions with various brokers and review of the marketing period for similar properties we have estimated a marketing period of six to nine months. The estimated marketing period is based upon our review of marketing periods for similar properties in the market.

EFFECTIVE DATE (DATE OF VALUE):

The date of value is February 2, 2022. The date of this report is February 9, 2022

SCOPE OF WORK

The appraisal problem in this instance is to provide a market value estimate for the property. The report is to be used in the analysis and due diligence in the potential sale of the property. The Cost Approach to Value, the Sales Comparison Approach to Value and the Income Approach to Value were all considered for this appraisal. The property is vacant land and thus the Income and Cost Approaches were not applicable for this assignment. We have determined that the highest and best is for future mixed-use development. Therefore, this appraisal was developed using the Sales Comparison Approach to Value. We have physically inspected the property at various times through February 2, 2022. Sales data in this report was obtained from my review of various publications and data services that include Palm Beach County Property Appraiser Data Base, CoStar Comps, MLS and LoopNet. All sales data was confirmed with a knowledgeable party to the transaction. Information that could not be verified is included in the report and noted. The weight given this information will be discussed when applicable. We have researched zoning and land use designations with the City of Lake Worth Beach. Deed information was obtained from the Palm Beach County Records Department. We were not provided with a survey of the property and have relied on the size as shown in the property records of Palm Beach County Property Appraiser's office.

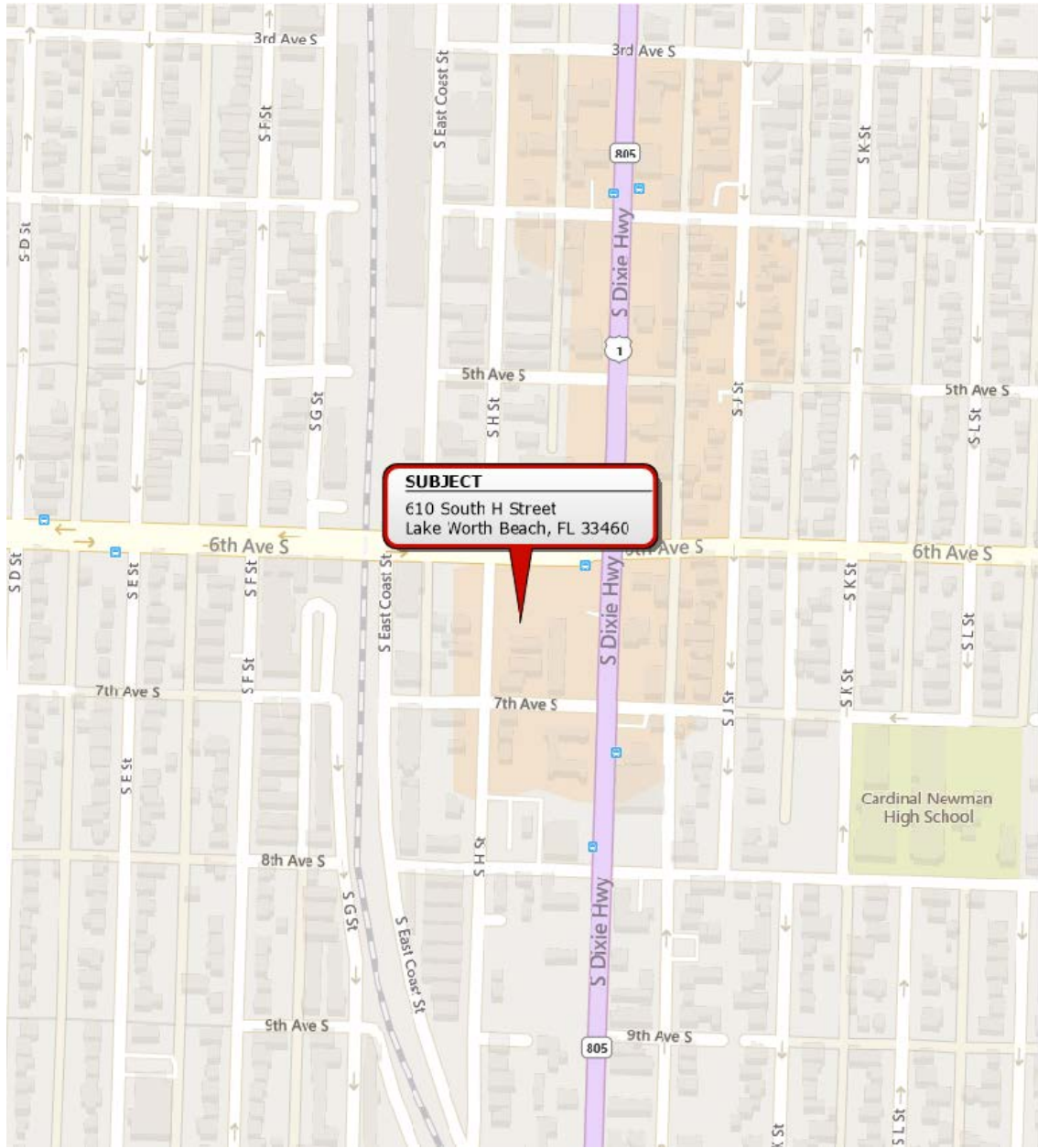
DEFINITION OF MARKET VALUE:

Market value is defined in the Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 as follows. This is the standard definition of market value used in the majority of appraisal assignments.

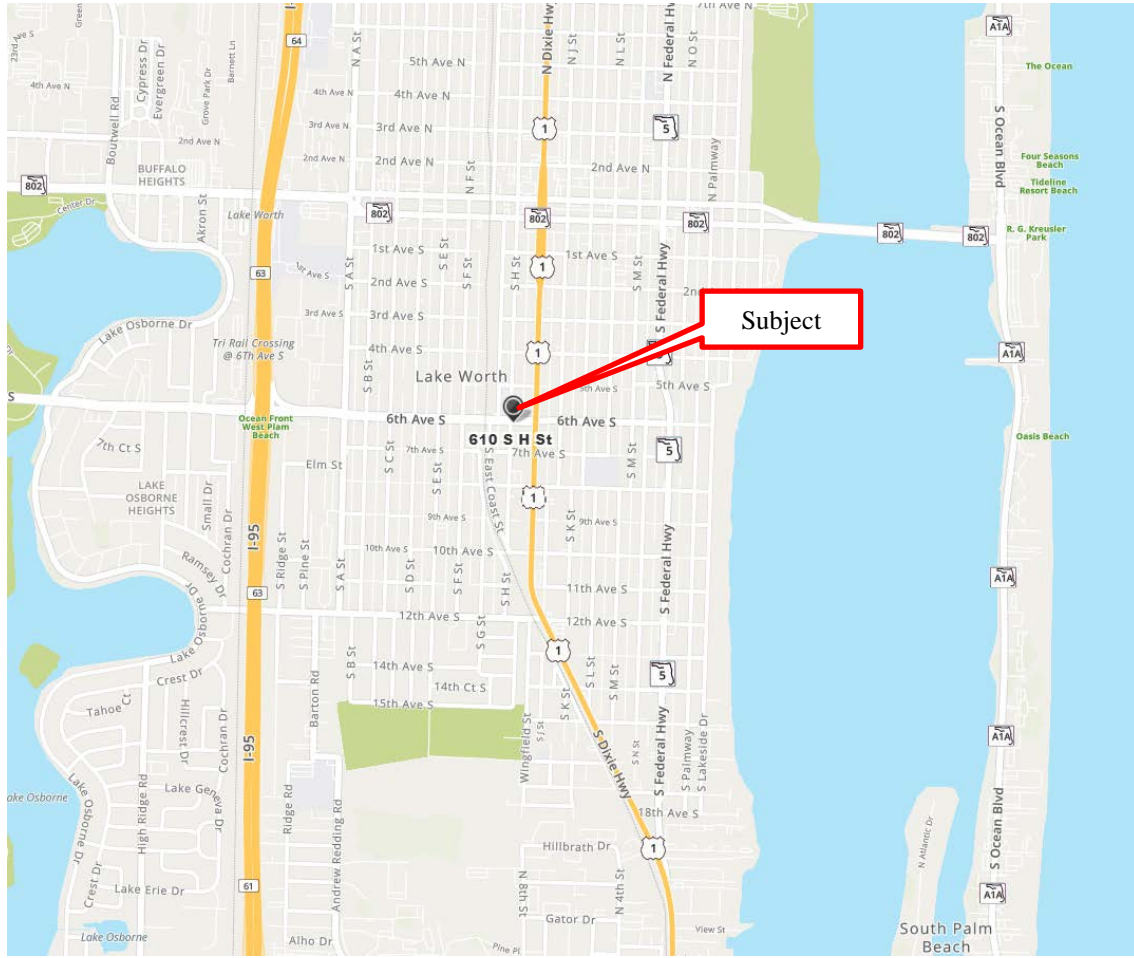
The most probable price in terms of money which a property will bring in a competitive and open market under all condition's requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the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

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

LOCATION MAP



NEIGHBORHOOD MAP



NEIGHBORHOOD DESCRIPTION

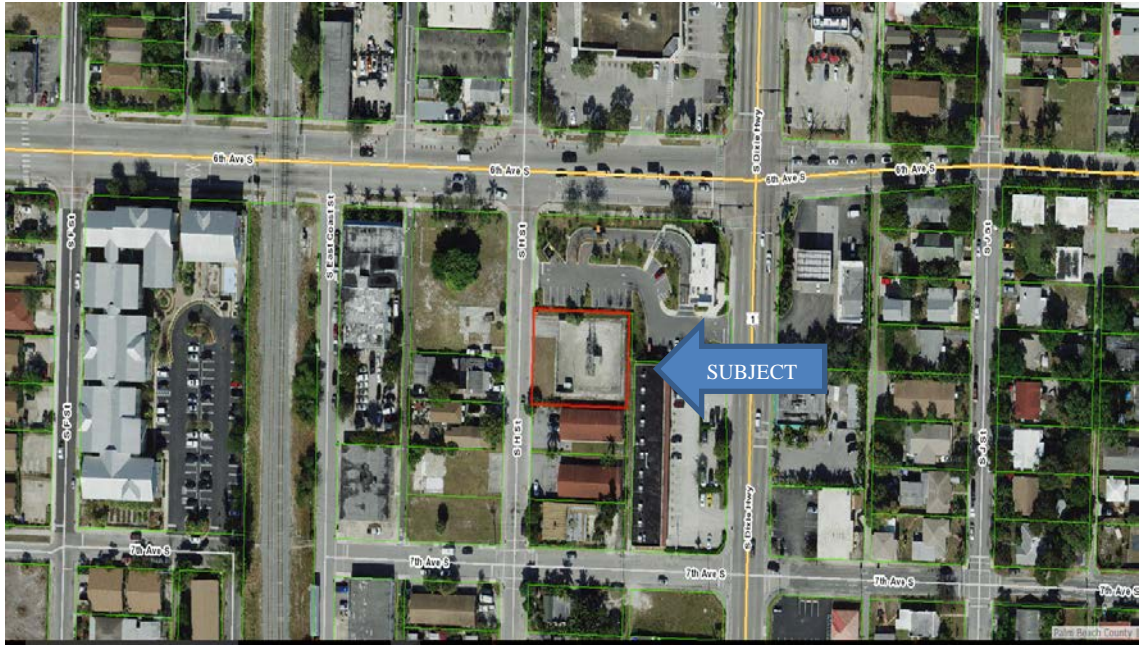
The neighborhood is located in an area of Lake Worth Beach generally described as being bound on the west by Intrastate I-95, on the east by the Intracoastal Waterway, on the north by Lucerne Avenue (Lake Worth Road) and the south by 12th Avenue South. The subject neighborhood is located southeast of the Downtown central business district of Lake Worth Beach and east of the I-95 access from 6th Avenue S. The main commercial developments in the City of Lake Worth Beach are centered at various intersections along 10th Avenue North, Dixie Highway, Federal Highway, 6th Avenue South, Lake Avenue and Lucerne Avenue. Generally speaking, all necessary retail, religious and school facilities are easily accessible from the subject neighborhood. There is a limited supply of vacant land, however, numerous improved properties are being purchased for redevelopment with commercial and mixed-use development and multifamily townhouse developments. Some new commercial sites are being constructed which are supported by the influx of new residential development within the neighborhood.

The area is easily accessible to I-95 via 6th Avenue South. The Florida Turnpike is located about 7.1 miles to the west of the subject and the Palm Beach International Airport is located 5.5 miles northwest of the subject. Interstate 95, Federal Highway and Dixie Highway provide the north/south access to the neighborhood.

The Lake Worth Beach CRA has designated three distinct redevelopment corridors as part of the largest infrastructure projects in Lake Worth Beach. The City of Lake Worth Beach and the CRA established some new zoning districts within these areas designated for redevelopment areas. The North and South Dixie Commercial District involves the entire stretch of Dixie Highway within the City's limits. The 10th Avenue North and 6th Avenue South Gateway Districts are designed to be compact, pedestrian-oriented, mixed-use districts. The intent of the development standards for the Mixed-Use-Gateway District is to encourage and facilitate redevelopment within these areas that achieves a mix of residential and professional office land uses, to create a place of common vision and physical predictability for all new construction, renovations and redevelopment. The City over the past 10 years has been acquiring numerous properties as part of the Neighborhood Stabilization Program (NSP) and is in the process of renovating or developing newer replacement housing for the area. This acquisition and redevelopment were funded thru a grant from the Federal Government and has been highly successful to provide stabilization to the land and improved values in the area.

Overall, the subject neighborhood would be rated as stable with property values increasing. The eastern location in the County and the accessibility to the beaches and locations north and south will continue to make this area desirable for commercial, retail operations and mixed use residential.

AERIAL VIEW OF THE SUBJECT PROPERTY



SKETCH OF THE SUBJECT PROPERTY



DESCRIPTION OF THE PROPERTY

Location:

The subject is located on east side of South H Street with the address of 610 South H Street, in the City of Lake Worth Beach, Florida.

Land Area:

The subject property contains 13,500 square feet of land area and is rectangular in shape.

Shape/Dimensions:

The site is rectangular in shape with 100 feet of frontage on the east side of South H Street, with a depth of 135 feet. See MLS sketch on the previous page.

Ingress/Egress:

The property has approximately 100 feet of frontage on the east side of South H Street with an alley access on the east boundary of the subject. See MLS sketch on the previous page.

Topography:

The topography of the site is above grade of the surrounding roadway. Drainage is adequate. Based upon visual inspection of the site and buildings on adjacent properties, the soil conditions are considered adequate for most types of development.

Utilities on Site:

The following utilities are available where indicated:

Electric Water
 Telephone Sewer

DESCRIPTION OF THE PROPERTY (continued)

Easements/Encroachments

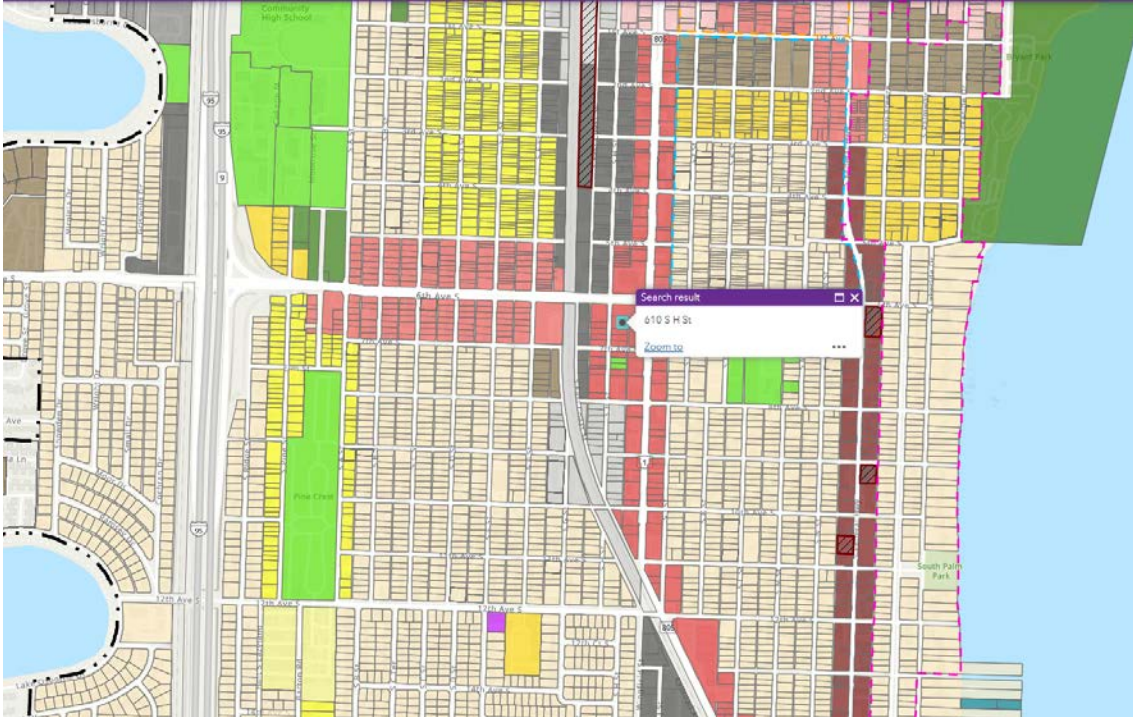
There are no easements or encroachments that would either enhance or inhibit the value of the subject property.

Description of the Improvements

The site is improved with an electric substation, and it is our understanding that those improvements will be removed and were not considered in our analysis. **This is a land only appraisal and assumes that the property is vacant.**

ZONING/LAND USE:

The subject property is currently zoned MU-Dixie, Mixed Use Dixie Highway, with a land use of MU-E Mixed Use East District, by the City of Lake Worth Beach.



610 S H ST

Property Appraiser Information

PCN: [38434421152050040](#)

Book/Page: /

[Legal Description](#)

Planning

Zoning: [MU-DIXIE - Mixed Use - Dixie Highway](#)

Future Land Use: MU-E

Lot Size: Large (13,520 ft²)

Core Area: No

[Parking Requirements](#)

[Permitted Uses](#)

Historic

Historic District: N/A

Contributing Structure: No

REAL ESTATE ASSESSMENT DATA

Taxing Authority: Palm Beach County

Folio Number(s): 38-43-44-21-15-205-0040

Owner Name: City of Lake Worth

Assessment Information

Land \$ 87,945.00

Building \$ 3,852.00

Total Market Value \$ 91,797.00

2021 Real Estate Taxes: **No Taxes, City of Lake Worth Owned**

Tax Year	2021	2020	2019	2018
Improvement Value	\$3,852	\$4,045	\$4,141	\$4,125
Land Value	\$87,945	\$87,810	\$83,615	\$81,180
Total Market Value	\$91,797	\$91,855	\$87,756	\$85,305
<i>All values are as of January 1st each year</i>				
Assessed and Taxable Values				
Tax Year	2021	2020	2019	2018
Assessed Value	\$91,797	\$91,855	\$87,756	\$85,305
Exemption Amount	\$91,797	\$91,855	\$87,756	\$85,305
Taxable Value	\$0	\$0	\$0	\$0
Taxes				
Tax Year	2021	2020	2019	2018
Ad Valorem	\$0	\$0	\$0	\$0
Non Ad Valorem	\$0	\$0	\$0	\$0
Total tax	\$0	\$0	\$0	\$0

Based on our review of the real estate taxes, it was noted that the taxes are paid for all prior years. The property is exempt due to the ownership of The City of Lake Worth Beach.

HIGHEST AND BEST USE - VACANT

The estimate of the highest and best use of the land as legally permitted, if vacant, requires extensive market analysis especially in terms of the indicated market conditions of supply and demand. The value of the land is based upon the level of utility that is in demand and that will produce amenities or net income to the user. Therefore, the use which creates the greatest land value, and which is considered compatible in terms of the restrictions imposed by the physical, legal, economic, and financial factors is inherent in this analysis. The following analysis is intended to demonstrate and support our estimate of the highest and best use of the subject site.

Physically Possible

The subject property contains 13,500 square feet of land area and is located at 610 South H Street. The property provides good access to other major roadways and access points. The site is rectangular in shape and is of size for potential mixed use, including limited retail, office, hotel/motel and low-density multi-family residential development.

Legally Permissible

The parcel is currently zoned MU-Dixie Mixed Use Dixie Highway, City of Lake Worth Beach with future MU-E land use. We have considered the zoning, land use and surrounding uses of the subject. Any use which is legally permitted under this zoning classification is considered reasonable after considering the physical possible uses. These uses included a potential mixed use, including limited retail, office, hotel/motel and low-density multi-family residential development as part of an assemblage.

Financially Feasible

The success of most developments is based on the financial feasibility of the potential use. Financial Feasibility considers what uses, if any, are the most probable and profitable use of the land. Based on our review of the site, as vacant, it is our opinion that the highest land value would be based for potential mixed use, including limited retail, office, hotel/motel and low-density multi-family residential development. These uses would be similar to the existing surrounding uses in the neighborhood.

HIGHEST AND BEST USE-(CONTINUED)

Maximally Productive

The most maximally productive use of the site should produce the highest price or return required by the market for that use. After determining those uses, which are physically, possible, legally permissible and financially feasible, it is our opinion that the most maximally productive use of the land, as vacant, is for development of mixed use, including limited retail, office, hotel/motel and low-density multi-family residential development.

As Improved

The site is considered vacant, and this is not applicable.

Conclusion

Based on the location, size, zoning, surrounding land uses and its current use, it is our opinion, that the subject property would have a highest and best use for future development including limited retail, office, hotel/motel and low-density multi-family residential.

APPROACHES TO VALUE OMITTED AS NOT APPLICABLE

MARKET COST INCOME

The Market or Sales Comparison Approach to Value is considered applicable in this assignment in the valuation of the subject based on our estimate of the highest and best use of the property for future development. We have considered but not developed the Income and Cost Approaches due to the motivations of typical buyers of this type of property. Development of the Market Approach was considered the most applicable method of valuing the property.

SALES COMPARISON APPROACH

The subject market value will be estimated via the Sales Comparison Approach. This approach is often referred to as the Direct Comparison Approach because the comparison procedure is its basic technique.

The Sales Comparison Approach requires careful selection of sale properties to ensure that they are relatively similar to the subject. No two properties are exactly alike. Therefore, a comparison between the subject and the sales must be considered in arriving at an indication of value for the subject. The market value conclusion is based on the highest and best use of the property. Therefore, we have reviewed the market for similar vacant land parcels in the Lake Worth area.

The following sales are deemed physically and economically comparable to the subject. An analysis sheet for each sale is included in the report. The normal items of comparison are discussed following the presentation of the sales data.

COMPARABLE VACANT LAND SALE NUMBER 1



Location: 1009 N F Street
Lake Worth Beach, FL 33460

Folio No's. 38-43-44-21-15-318-0010
38-43-44-21-15-218-0140
38-43-44-21-15-318-0150

Recorded: OR Book 31627 Pages:0732-733,
0788-0789, 0808-810

Grantor: B & T Realty, LLC
1009 N. F. Street, LLC
Lake Worth It, LLC

Grantee: Eric 1212 Tenth Avenue North, LLC
1212 Tenth Avenue North, LLC

Date of Sale: August 5, 2020

Consideration: \$410,000

Type of Instrument: Warranty Deeds

COMPARABLE VACANT LAND SALE NUMBER 1 (CONTINUED)

Land Size:	28,353 square feet
Present Use:	Vacant
Zoning:	MU- East Mixed-Use East “ by Lake Worth Beach”
Condition of Sale:	Arm’s-length
Price per Square Foot of Land Area:	\$14.46/square foot
Comments:	This is a vacant corner site with frontage on the north side of 10 th Avenue N, frontage on the west side of N F Street and frontage on the west side of N E Street, with an alley dividing the property.

LATEST DEEDS



CFN 20200279335

DR BK 31627 PG 0732
RECORDED 08/05/2020 13:01:53
AMT 199.831.73
Doc Stamp 1,399.30
Palm Beach County, Florida
Sharon R. Beck, CLERK & COMPTROLLER
Pec 0732 - 7337 (2020)

Return to:

Kochman & Ziska, PLC
222 Lakeside Drive, Suite 1500
West Palm Beach, FL 33401
561-842-8988

Parcel Identification No. 38-43-44-21-15-318-0140

[Space Above This Line For Recording Date]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this August 4, 2020 between B & T Realty, LLC, a Florida limited liability company, whose mailing address is 920 South Lakeside Drive, Lake Worth, Florida 33460 ("Grantor"), and Eric 1212 Tenth Avenue North LLC, a Florida limited liability company, whose post office address is 17199 Shaddock Lane, Boca Raton, FL 33487 ("Grantee"),

Witnesseth that said Grantor for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Palm Beach County, Florida, to-wit:

Lots 1, 2 and 3, Block 318, TOWNSITE OF LUCERNE, according to the Palm Beach Farms Company Plat No. 2, recorded in Plat Book 1, Page 29 through 40 inclusive in the office of the Clerk of the Circuit Court of the Public Records of Palm Beach County, Florida. (The Townsite of Lucerne is now known as LAKE WORTH); LESS, however, the South 40 feet of said Lot 1 of said Block 318 which is included in the external area formed by a 10 foot radius arc which is tangent to a line 40 feet North of and parallel to the South line of said Lot 1 and tangent to the West line of said Lot 1; all contained in 5421 square feet, more or less.

Subject to taxes for 2020 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

and said Grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

B & T Realty, LLC, a Florida limited liability company

[Signature]
Witness Name: Carissa Casas

By: *[Signature]*
Brendan T. Lynch, its Manager

[Signature]
Witness Name: E. Garcia


By: *[Signature]*
Thomas E. Lynch, its Manager

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me this July 29, 2020, by Brendan T. Lynch and Thomas E. Lynch, as Managers of B & T Realty, LLC, a Florida limited liability company, who are personally known or () have produced a driver's license as identification.

[Notary Seal]

[Signature]
Notary Public
Printed Name:

My Commission Expires:  PAULA T. POST
Notary Public, State of Florida
My Comm. Exp. July 15, 2021
No. GG 124745



CFN 20200279345

OR BK 31627 PG 0788
RECORDED 08/05/2020 13:05:08
AMT 127,478.99
Doc Stamp 892.50
Palm Beach County, Florida
Sharon R. Back, CLERK & COMPTROLLER
Fee 0788 - 7897 (2oss)

Return to:

Kochman & Ziaka, PLC
222 Lakeside Drive, Suite 1500
West Palm Beach, FL 33401
561-802-8986

Parcel Identification No. 38-43-44-21-15-318-0140

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this August 4, 2020 between 1009 N. F Street, LLC, a Florida limited liability company, whose mailing address is 920 South Lakeside Drive, Lake Worth, Florida 33460 ("Grantor**"), and 1212 Tenth Avenue North LLC, a Florida limited liability company, whose post office address is 17199 Shaddock Lane, Boca Raton, FL 33487 ("Grantee**"),

Witnesseth that said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$110.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Palm Beach County, Florida, to-wit:

Lot 14, Block 318, The Palm Beach Farms Company Plat No. 2, Townsite of Lucerne (now known as Lake Worth), according to the Plat there of on file in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 2, Pages 29 through 49, inclusive.

Subject to taxes for 2020 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

and said Grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

** "Grantor" and "Grantee" are used for singular or plural, as context requires.

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Set, sealed and delivered in our presence:

Caroline Payne
Witness Name: Caroline Payne
[Signature]
Witness Name: [Signature]

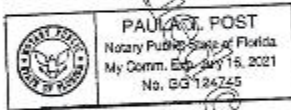
1009 N. F Street, LLC, a Florida limited liability company

By: *[Signature]*
Brendan T. Lynch, its Manager
By: *[Signature]*
Thomas E. Lynch, its Manager

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me this July 20, 2020, by Brendan T. Lynch and Thomas E. Lynch, as Managers of 1009 N. F Street, LLC, a Florida limited liability company, who are personally known or have produced a driver's license as identification.

[Notary Seal]



[Signature]
Notary Public
Printed Name:
My Commission Expires:



CFN 20200279363

OR BK 31627 PG 0808
RECORDED 08/05/2020 13:08:57
AMT \$2,689.08
Doc Stamp 578.90
Palm Beach County, Florida
Sharon R. Beck, CLERK & COMPTROLLER
Pas 0808 - 8101 (2pas)

Return to:

Kochman & Ziska, PLC
222 Lakeside Drive, Suite 1500
West Palm Beach, FL 33401
561-812-8988

Parcel Identification No. 38-43-44-21-15-318-0150

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this August 4, 2020 between Lake Worth It, LLC, a Florida limited liability company, whose mailing address is 3520 S. Ocean Boulevard, Unit F-104, Palm Beach, Florida 33480 ("Grantor"), and 1212 Tenth Avenue North LLC, a Florida limited liability company, whose post office address is 17199 Shaddock Lane, Boca Raton, Florida 33487 ("Grantee"),

Witnesseth that said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Palm Beach County, Florida, to-wit:

Lot 15, Block 318, TOWNSITE OF LUCERNE (Now Known As Lake Worth), according to the Palm Beach Farms Company Plat No. 2, recorded in Plat Book 1, Page 29 of the Public Records of Palm Beach County, Florida.

Subject to taxes for 2020 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

and said Grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

[Signature]
Witness Name: Silvia Gonzalez

[Signature]
Witness Name: Ismael Arca

Lake Worth It, LLC, a Florida limited liability company

By: [Signature]
Antonio Vitiello, its Managing Member

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me this July ____, 2020, by Antonio Vitiello, as Managing Member of Lake Worth It, LLC, a Florida limited liability company, who is personally known or has produced a driver's license as identification.

[Notary Seal]

Notary Public

Printed Name: _____

My Commission Expires: _____

Clear/Reset

Acknowledgment by Individual

State of Florida

County of Palm Beach

The foregoing instrument was acknowledged before me this 30th day
of July, 2020, by means of physical presence or online notarization

Antonio V. Helle (name of person acknowledging).

Personally known to me N/A

Produced Identification

Type of Identification Produced FL DLIC 340-000-48-021-0

Notary signature [Signature]

Notary name (typed or printed) Maria F. Arca

Title (e.g., Notary Public) Notary Public

Place Seal Here



For Bank Purposes Only Description of Attached Document

Type or Title of Document Warranty Deed

Document Date July 29, 2020 Number of Pages 3

Signer(s) Other Than Named Above N/A

Account Number (if applicable) N/A



F001-000DSG5350FL

COMPARABLE VACANT LAND SALE NUMBER 2



Location:	7 Detroit Street Lake Worth, FL 33461
Folio No.	38-43-44-20-14-002-0010 38-43-44-20-14-002-0390
Recorded:	OR Book 31489 Page 1188
Grantor:	Seaglades Investment, Co.
Grantee:	Pacific Land Holdings, LLC
Date of Sale:	October 23, 2020
Consideration:	\$1,250,000
Type of Instrument:	Warranty Deed
Land Size:	105,816 square feet
Present Use:	Vacant

COMPARABLE VACANT LAND SALE NUMBER 2 (CONTINUED)

Zoning:	MU-W Mixed Use West - by Lake Worth Beach
Condition of Sale:	Arm's-length
Price per Square Foot of Land Area:	\$11.81/square foot
Comments:	This is a corner vacant lot with frontage on Detroit St to the east, frontage on 2 nd Avenue N to the north and Buffalo Street to the West in a mixed-use neighborhood.

LATEST DEED

CFN 20200398323
OR BK 31849 PG 1188
RECORDED 10/23/2020 10:40:35
Palm Beach County, Florida
AMT 1,250,000.00
DEED DOC 8,750.00
Sharon R. Bock
CLERK & COMPTROLLER
Pgs 1188-1190 (3Pgs)

Prepared by and return to:
Amber F. Williams
Johnson Pepple Cantu PLLC
2430 Estancia Blvd., Suite 114
Clearwater, FL 33761

SPECIAL WARRANTY DEED

THIS INDENTURE is made effective on October 19, 2020, by Seaglades 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, had 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:
Janine Marano
Signature
Janine Marano
Printed Name
[Signature]
Signature
Stacey K. Macdonald
Printed Name

GRANTOR:
Seaglades Investment Co., a Florida corporation
By: [Signature]
Paul A. Krasker, Esq., its Authorized Representative

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this October 11, 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. Macdonald
(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

COMPARABLE IMPROVED SALE NUMBER 3



Location: 1114 N. Federal Highway
Lake Worth, FL 33460

Folio No. 38-43-44-21-15-354-0030
38-43-44-21-15-354-0050
38-43-44-21-15-354-0060
38-43-44-21-15-354-0080

Recorded: OR Book 32375 Page 00544

Grantor: The Brugmansia House, LLC

Grantee: John Stevick

Date of Sale: April 12, 2021

Consideration: \$750,000

Type of Instrument: Warranty Deed

Land Size: 40,511 square feet

Present Use: Vacant

COMPARABLE VACANT LAND SALE NUMBER 3 (CONTINUED)

Zoning:	MU-FH, Mixed Use Federal Highway, City of Lake Worth Beach
Condition of Sale:	Arm's-length
Price per Square Foot of Land Area:	\$18.51/square foot
Comments:	This site is improved with an older improvement and was purchased as vacant for redevelopment purposes. The site is a corner lot with frontage on the south side of 12 Avenue N and frontage on the east side of N. Federal Highway.

LATEST DEED

CFN 20210163393
OR BK 32375 PG 544
RECORDED 04/12/2021 14:54:23
Palm Beach County, Florida
AMT 750.000.00
DEED DOC 5,250.00
Joseph Abruzzo
Clerk
Pgs 0544-0545; (2Pgs)

Prepared by and return to:

Law Office of Cary P. Sabol, PA
P. O. Box 13981
West Palm Beach, FL 33416
561-281-2744
File Number: RE-2021-013

Parcel Identification Number: 38-43-44-21-15-354-0050
38-43-44-21-15-354-0080
38-43-44-21-15-354-0030
38-43-44-21-15-354-0060

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 11 day of April, 2021 between THE BRUGMANSIA HOUSE LLC, a Florida Limited Liability Company whose principal office address is 11500 Indian Spring Ct., Great Falls, VA 22066, grantor, and John Steviele, a single man whose principal office address is 1636 Walnut St., Berkeley, CA 94709, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor, hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Palm Beach County, Florida to-wit:

PARCEL 1:
Lots 3 and 4, Block 354, of The Palm Beach Farms Company Plat No. 2, The Townsite of Lucerne (Now Known as Lake Worth), according to the plat thereof, recorded in Plat Book 2, Page 29, of the Public Records of Palm Beach County, Florida.

PARCEL 2:
Lot 5, Block 354, of The Palm Beach Farms Company Plat No. 2, The Townsite of Lucerne (Now Known as Lake Worth), according to the plat thereof, recorded in Plat Book 2, Page 29, of the Public Records of Palm Beach County, Florida.

PARCEL 3:
Lots 6 and 7, Block 354, of The Palm Beach Farms Company Plat No. 2, The Townsite of Lucerne (Now Known as Lake Worth), according to the plat thereof, recorded in Plat Book 2, Page 29, of the Public Records of Palm Beach County, Florida.

PARCEL 4:
Lot 8, Block 354, of The Palm Beach Farms Company Plat No. 2, The Townsite of Lucerne (Now Known as Lake Worth), according to the plat thereof, recorded in Plat Book 2, Page 29, of the Public Records of Palm Beach County, Florida.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

DoubleTime®

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple, that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2020.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

THE BRUGMANSIA HOUSE LLC, a Florida Limited Liability Company

By: FLORIBUNDA, LLC, its Manager

By: [Signature]
Douglas D. Schar, Manager and Authorized Representative

Witness Name: Karina Patencos

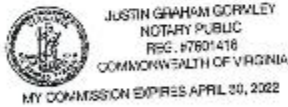
Witness Name: Charles [Signature]

State of Virginia
County of Fairfax

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 2nd day of April, 2021 by Douglas D. Schar, Manager and Authorized Representative of FLORIBUNDA, LLC as Manager of THE BRUGMANSIA HOUSE LLC, a Florida Limited Liability Company, on behalf of the company, who is personally known to me or has produced a driver's license as identification.

[Notary Seal]

[Signature]
Notary Public
Printed Name: Justin Gormley
My Commission Expires: April 30, 2022



COMPARABLE VACANT LAND SALE NUMBER 4



Location:	825 S. Federal Highway Lake Worth, FL 33460
Folio No.	38-43-44-27-01-021-0140 38-43-44-27-01-021-0160
Recorded:	OR Book 31174 Page 1218
Grantor:	KBA Holdings, LLC
Grantee:	The Lord's Place, Inc
Date of Sale:	January 22, 2020
Consideration:	\$305,000
Type of Instrument:	Warranty Deed
Land Size:	20,251 square feet
Present Use:	Vacant

COMPARABLE IMPROVED SALE NUMBER 4 (CONTINUED)

Zoning: MU-FH, Mixed Use Federal Highway, City of Lake Worth Beach

Condition of Sale: Arm's-length

Price per Square Foot of Land Area: \$15.06/square foot

Comments: This is a vacant site, basically rectangular and located on the northwest corner of S. Federal Highway and 9th Avenue S. with frontage on both and an alley. Highway.

LATEST DEED

CMR 2020021801
OR BK 31174 PG 1218
RECORDED 01/22/2020 17:41:09
Palm Beach County, Florida
AMT 305,000.00
DEED DOC 2,135.00
Sharon R. Book
CLERK & COMPTROLLER
Pgs 1218-1219; (2Pgs)

This instrument is prepared by and
is to be returned to:

Jessieann Klein
400 Royal Palm Way, Suite 404
Palm Beach, FL 33480
Telephone: 561-655-6221

File Number: Asrani 825 2

WARRANTY DEED

THIS WARRANTY DEED is made this 21st day of January, 2020, between KBA Holdings, LLC, a Florida Limited Liability Company, whose post office address is 5717 Native Dancer Road S, Palm Beach Gardens, FL 33418 ("Grantor"), and The Lord's Place, Inc., a Florida Not for Profit Corporation, whose post office address is PO Box 3265, West Palm Beach, FL 33402 ("Grantee").

(Whenever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

WITNESSETH: Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations to Grantor in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, and sold to Grantee, and Grantee's heirs and assigns forever, certain real property located in Palm Beach County, Florida, described as follows:

Lots 14, 15 and 16 in Block 21, PALM BEACH FARMS COMPANY PLAT NO. 4 ADDITION NO. 1 TO THE TOWN OF LAKE WORTH, according to the Plat thereof, recorded in Plat Book 5, Page 6, of the Public Records of Palm Beach County, Florida.

Parcel Identification Number: 38-43-44-27-01-021-0140 and
Parcel Identification Number: 38-43-44-27-01-021-0160

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

Subject to all conditions, covenants, limitations, restrictions, reservations, and easements of record, if any, which are not reimposed hereby, taxes accruing subsequent to December 31, 2019, and zoning and/or restrictions and prohibitions imposed by any governmental or quasi-governmental authorities.

To Have and to Hold, the same in fee simple forever.

Page 1

Grantor hereby covenants with Grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; and that Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

KBA Holdings, LLC, a Florida limited liability company

By: [Signature]
Kabir Asrani, Manager

[Signature]
Witness Name: Quincy Parrish

[Signature]
Witness Name: Deborah J. Bates

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged, sworn to and subscribed before me by means of [X] physical presence or [] online notarization, this 17th day of January, 2020 by Kabir Asrani, Manager of KBA Holdings, LLC, a Florida limited liability company, on behalf of the company, who [] is personally known to me or [X] has produced Florida Driver's License as identification.

[Notary Seal]

[Signature]
Notary Public, State of Florida

Printed Name: Deborah J. Bates

My Commission Expires: May 22, 2022



COMPARABLE VACANT LAND SALE NUMBER 5



Location:	1831 N Dixie Highway Lake Worth, FL 33460
Folio No.	38-43-44-27-16-06-012-0011
Recorded:	OR Book 33172 Page 0925
Grantor:	Abellon, P.A.
Grantee:	1831 Dixie Highway, LLC
Date of Sale:	December 28, 2021
Consideration:	\$365,000
Type of Instrument:	Warranty Deed
Land Size:	18,874 square feet
Present Use:	Vacant

COMPARABLE IMPROVED SALE NUMBER 5 (CONTINUED)

Zoning:	MU-Dixie, Mixed Use Dixie Highway, City of Lake Worth Beach
Condition of Sale:	Arm's-length
Price per Square Foot of Land Area:	\$19.34/square foot
Comments:	This is a vacant corner site, basically rectangular and located on the southwest corner of N. Dixie Highway and 19 th Avenue N. with frontage on both streets.

LATEST DEED



CFN 20210588277

OR BK 33172 PG 0925
RECORDED 12/29/2021 11:00:39
AMT 365,000.00
Doc Stamp 2,555.00
Palm Beach County, Florida
Joseph Abruzzo, Clerk
Pss 0925 - 927; (3pss)

THIS DEED WAS PREPARED BY:
BOULEVARD TITLE COMPANY
685 ROYAL PALM BEACH BLVD., SUITE 101
ROYAL PALM BEACH, FLORIDA 33411

County Parcel Identification Number: 38-43-44-16-06-012-0011

SPACE ABOVE THIS LINE FOR RECORDING DATA

THIS WARRANTY DEED, made this 28th day of December, 2021 by ABELLON, P.A., A FLORIDA CORPORATION, whose post office address is 6600 S. DIXIE HIGHWAY, SUITE 1, WEST PALM BEACH, FL 33405, hereinafter called the Grantor(s):

1831 DIXIE HIGHWAY LLC, A FLORIDA LIMITED LIABILITY COMPANY, whose post office address is 1608 EAST COMMERCIAL BLVD., FT. LAUDERDALE, FL 33334, hereinafter called the Grantee(s)

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in PALM BEACH County, State of Florida, viz.:

SEE EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF

SUBJECT TO CONDITIONS, RESTRICTIONS, RESERVATIONS AND EASEMENTS OF RECORD.

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2021.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness #1 Signature

Bruce K. Greenfield
Witness #1 Printed Name

Witness #2 Signature

JANET M. Foster
Witness #2 Printed Name

ABELLON, P.A., A FLORIDA CORPORATION

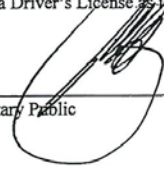
Maria C. Abellon
MARIA C. ABELLON, PRESIDENT

File No.: 21-104

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me, by means of (X) physical presence or () online notarization, this 28th day of December, 2021 by MARIA C. ABELLON, President of ABELLON, P.A., A FLORIDA CORPORATION, who is either () personally known to me or who (X) has produced a Florida Driver's License as identification.





Notary Public

My Commission Expires

SEAL

This is not a certified copy

Exhibit "A"

Legal Description for File No.: 21-104

The East 110 Feet of Lot 1, Block B, Lake Worth Heights, according to the Plat thereof, on file in the Office of the Clerk of the Circuit Court, in and for Palm Beach County, Florida, recorded in Plat Book 7, Page 25, LESS and except the East 2.00 feet and less and except that portion more particularly described as follows:

Commence at the Northwest Corner of said Lot 1; thence South 89° 58' 09" East along the Northerly boundary line of said Lot 1, a distance of 165.00 Feet to the Point of Beginning; thence continue South 89° 58' 09" East along said Northerly boundary line, a distance of 7.30 Feet to a point on the Westerly existing Right-of-Way line for State Road 895 (Dixie Highway), said Westerly existing Right-of-Way line being 2.00 Feet Westerly of and parallel with the East line of said Lot 1; thence South 00° 00' 02" East along said Westerly existing Right-of-Way line and said parallel line, a distance of 7.30 Feet; thence North 44° 59' 05" West, a distance of 10.33 Feet to the Point of Beginning.

COMPARABLE SALES LOCATION MAP



SALE NO.	DATE OF SALE	SALE PRICE	LOCATION	SIZE SF	PRICE SF	ZONING
1	8/5/2020	\$410,000	1009 N. F Street Lake Worth 33460	28,353	\$14.46	MU-East
2	10/23/2020	\$1,250,000	7 Detroit Street Lake Worth 33461	105,816	\$11.81	MU-West
3	4/12/2021	\$750,000	1114 N. Federal Highway Lake Worth 33460	40,511	\$18.51	MU-FH
4	1/22/2020	\$305,000	825 S. Federal Highway, Lake Worth 33460	20,251	\$15.06	MU-FH
5	12/28/2021	\$365,000	1831 N. Dixie Highway, Lake Worth, Fl. 33460	18,874	\$19.34	MU-Dixie
Subject			610 South H Street, Lake Worth Beach, Fl 33460	13,500		MU-Dixie

SALES COMPARISON APPROACH TO VALUE

MARKET DATA ANALYSIS

The Sales Comparison Approach to value entails the direct comparison of similar properties that have sold in the recent past. We have reviewed about twenty recent sales in the Lake Worth area and surrounding communities and have narrowed our sales to the five transactions located within the City of Lake Worth Beach and all are located within 2.1 miles of the subject property. The sales have all occurred within the prior 24 months.

We have reviewed the sales and considered adjustments based upon an analysis of the real property rights conveyed, the conditions of sale, differences in general market conditions (time), and physical differences between the sale properties and the subject property.

The sales sold in the time frame of January of 2020 to December of 2021. The date of value for this assignment is February 2, 2022. The sales all occurred in a similar time frame and market conditions. However, it was noted that the unit prices had increased on the two sales on Federal Highway with the 2020 sale at \$15.06 and the 2021 sale at \$18.51 per square foot of land area. The review of these sales leads us to conclude that Sales 1, 2 and 4 should be adjusted higher for the difference in time frame with Sale 5 the most recent sale. .

The subject property contains a total of 13,500 square feet of land area and the site was vacant. The comparable sales range in land size from 18,874 square feet to 105,816 square feet with the largest sale having the lowest unit sale price. Although the sales are larger than the subject, these were considered most applicable.

The zoning on Sale 5 (MU-Dixie) is the same as the subject property and all of the other sales have similar mixed-use zonings in other areas of Lake Worth. Our review of the sales did not indicate any market-based adjustments or trends for this difference in zoning.

All of the sales are located in close proximity to the subject property, and all are located within the City of Lake Worth Beach. The subject location is considered inferior for the location on H Street as opposed to the higher traffic locations on Dixie, Federal, and 10th Street with Sale 2 considered inferior in location, west of I-95.

SALES COMPARISON APPROACH TO VALUE (CONTINUED)

MARKET DATA ANALYSIS (Continued)

The following is a summary of our review of each of the sales:

Sale 1 is located on the corner of 10th Street North and F Street, just west of the railroad tracks and sold in August of 2020 for \$410,000 or \$14.46 per square foot of land area. This site was considered inferior overall and an adjustment upward for time was required.

Sale 2 is located just west of I-95 and was the largest site considered in our review. This sale was considered inferior for size and location being located just north of Lake Worth Road, near Boutwell Road. This property sold in October of 2020 for \$11.81 per square foot and was considered inferior overall.

Sale 3 is located further east on Federal Highway and had a MU-FH zoning and sold in April of 2021. This 40,511 square foot site sold for \$18.51 per square foot of land area and was considered to be slightly superior overall to the subject property.

Sale 4 is located to the southeast of the subject property on Federal Highway and sold for \$15.06 per square foot of land area. This was next to the smallest site reviewed and this site is larger than the subject property. This property had an MU-FH zoning and is the oldest sale occurring in January of 2020. This sale was considered inferior overall due to the date of sale.

Sale 5 is located to the north of the subject property on Dixie Highway and sold for \$19.34 per square foot of land area. This was the smallest site reviewed and although slightly larger, this was considered similar overall. This property had MU-Dixie zoning the same as the subject and is the most recent sale occurring in December of 2021. This sale was considered most similar due to the size and superior for the location on Dixie Highway.

In addition to these sales also reviewed two current contracts of lands in Lake Worth with similar MU zonings and these two properties had asking prices of \$18.66 and \$19.12 per square foot of land area . The actual sale price was not revealed to the appraiser, however, a unit sale price less than the asking price is still typical for vacant land parcels.

MARKET DATA ANALYSIS (CONTINUED)

Based on our overall review of the 5 sales, it was our opinion that the market value of the subject site would be in the range of Sales 3, 4 and 5 as Sales 1 and 2 were considered inferior overall. Based on the review of the sales, a value conclusion at \$16.00 per square foot of land area was considered applicable and is supported by the sales and current contracts in the area.

Therefore, the following indicates the market value for the subject property.

Land Size (Sq. Ft)		Indicated Unit Price (per Sq. Ft)		Indicated Value
13,500	X	\$16.00 per Sq. Ft	=	\$216,000
INDICATED MARKET VALUE OF SUBJECT				\$216,000

RECONCILIATION

We have considered the Sales Comparison, Cost, and Income Approaches to value in this assignment. The Cost and Income Approaches were not considered applicable due to our review of the motivations of the buyers for this type of property. Based upon the quantity and quality of the market data, i.e., the comparable sales, it is our opinion that the Sales Comparison Approach to Value is the most reliable indicator of the value of the subject property (land only). The use of the Sales Comparison Approach to Value allowed us the opportunity to review the value of the property considering the unit sale price per square foot of land area. Considering the subject and surrounding uses, the review of the unit sale price and overall sale prices of the comparables was considered most applicable and the sales considered, in our opinion, reflect the market value of the subject property.

The Sales Comparison Approach for the land was considered the most applicable method of valuation for the subject land and that indicated a market value of \$216,000 for the 13,500 square foot site or \$16.00 per square foot of land area. This valuation is based on the highest and best use for mixed use development.

Based upon review of the market data and our analysis, it is our opinion that the market value of the subject property based on our estimation of the highest and best use of the property as indicated in this report, as of February 2, 2022, is:

VALUE OF SUBJECT PROPERTY

**TWO HUNDRED SIXTEEN THOUSAND DOLLARS
(\$216,000)**

ADDENDUM

**PHOTOGRAPHS
OF
SUBJECT PROPERTY**



View looking easterly of driveway on South H Street



View of property looking easterly



View looking southwesterly from adjoining commercial use

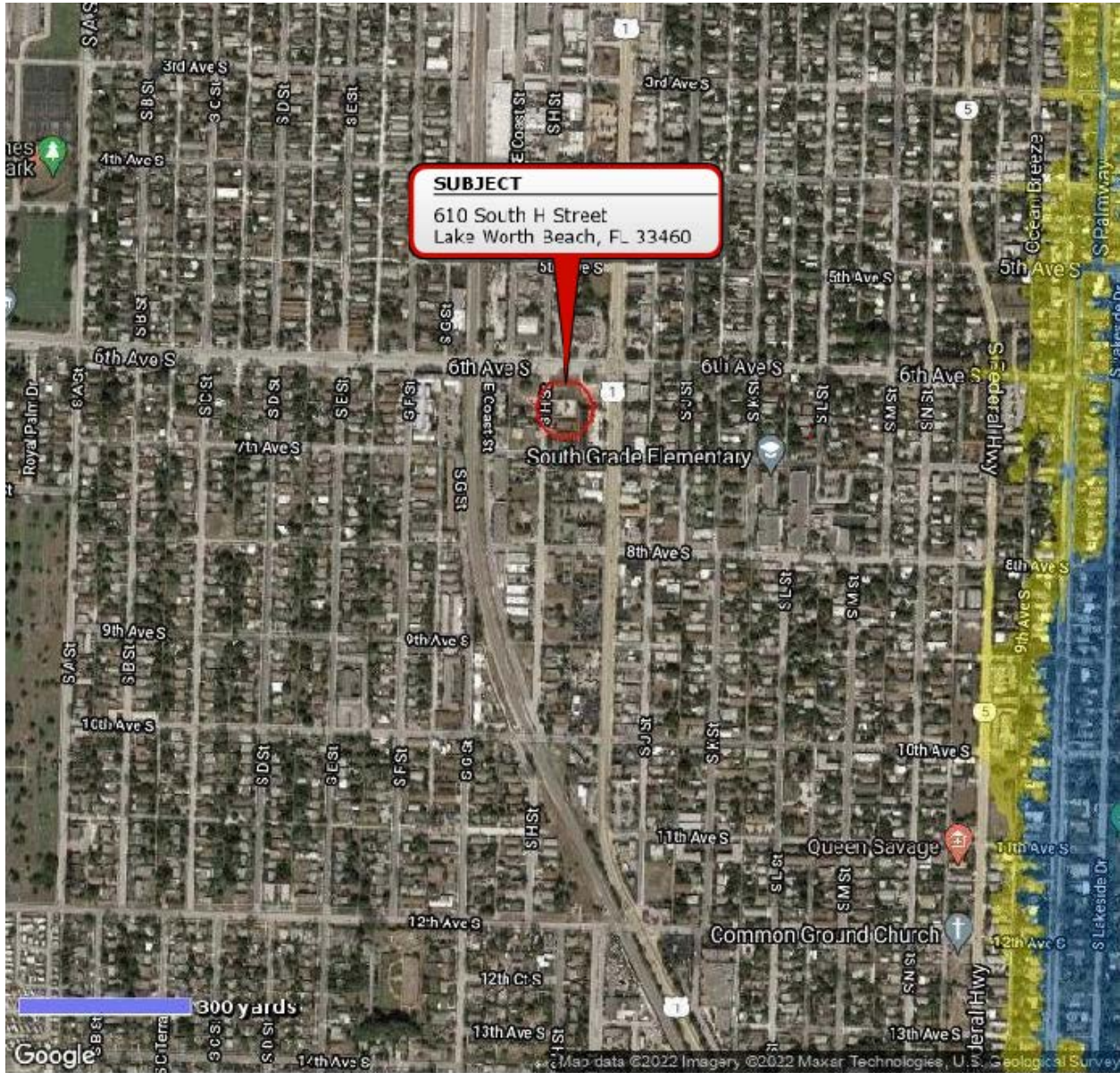


View looking northeasterly of South H Street frontage



Street view looking southerly on South H Street with subject on left

FLOOD ZONE MAP



MAP DATA

FEMA Special Flood Hazard Area: **No**
 Map Number: **12099C0/81F**
 Zone: **X**
 Map Date: **October 05, 2017**
 FIPS: **12099**

MAP LEGEND

- Areas inundated by 500 year flooding
- Areas inundated by 100-year flooding
- Velocity Hazard
- Protected Areas
- Floodway
- Subject Area

Powered by CoreLogic®

SUBJECT PROPERTY MOST RECENT DEED

Prior Sale Not Found and no Title Work was provided

ZONING CODE

2/8/22, 12:07 PM

Lake Worth Beach, FL Code of Ordinances

Sec. 23.3-17. - MU-DH—Mixed use-Dixie Highway.

- a) *Intent.* The MU-DH mixed use - Dixie Highway district is designed for Dixie Highway, Lake Worth's commercial spine. The MU-DH district is intended to provide the establishment and expansion of a broad range of office and commercial uses, including higher density residential use. Certain commercial uses are not permitted in the district because they will be detrimental to the shopping or office functions of the area. The establishment of certain uses is subject to conditional use review to ensure they will not have a negative impact on nearby residential uses or on the commercial viability of their neighbors. The district implements in part the downtown mixed use land use category of the Lake Worth Comprehensive Plan.
- b) *Use restrictions and development regulations for residential uses in the MU-DH district.* Multiple-family residential uses, excluding single-family and two-family uses, may be established and expanded in the MU-DH district subject to the provisions of [section 23.3-10](#) for uses on the east side of Dixie Highway and [section 23.3-11](#) for uses on the west side of Dixie Highway. Provided however that residential uses shall not be permitted at the ground floor of any building fronting on Dixie Highway.
 1. Minimum living area shall be as follows:
 - A. Efficiency units: Four hundred (400) square feet.
 - B. One-bedroom units: Six hundred (600) square feet.
 - C. Two-bedroom units: Seven hundred fifty (750) square feet.
 - D. Three-bedroom units: Nine hundred (900) square feet.
 - E. Four-bedroom units: One thousand three hundred fifty (1,350) square feet.
- c) *Use restrictions for nonresidential uses in the MU-DH district.* Refer to the permitted use table at [section 23.3-6](#) for a complete list of uses.
 1. *Principal nonresidential uses permitted by right.*
 - A. Commercial - low intensity.
 - B. Office - low intensity.
 - C. Low intensity retail uses - low intensity.
 - D. Personal services uses - low intensity.
 - E. Cultural and artisanal arts uses - low intensity.
 - F. Institutional uses - low intensity.
 - G. Automotive vehicular - low intensity.
 - H. Eating and drinking establishments without drive through facilities.
 - I. Essential services.
 - J. Mixed use developments between major intersections.
 - K. Stand alone commercial uses within one (1) block of major intersections. The major intersections in this district are 10th Avenue North, 6th Avenue south and 12th Avenue south.
 2. *Principal uses permitted as either administrative or conditional uses.*
 - A. Commercial - medium to high intensity.
 - B. Office - medium to high intensity.
 - C. Low intensity retail uses - medium to high intensity.

- D. Personal services uses - medium to high intensity.
 - E. Cultural and artisanal arts uses - medium to high intensity.
 - F. Institutional uses - medium to high intensity.
 - G. Automotive vehicular - medium to high intensity.
 - H. Open air retail operations.
 - I. Parking facilities.
 - J. Places of worship (see [Article 4](#), Development Standards).
 - K. Hotels and motels, subject to the following requirement: Each guest room and bath unit shall have a minimum area of two hundred fifty (250) square feet measured from the interior face of the exterior walls and the interior face of the demising walls of the unit.
3. *Accessory uses permitted by right.*
- A. Home occupations.
 - B. Any use accessory to and customarily incidental to a principal use permitted by right.
4. *Accessory uses permitted as either administrative or conditional uses.*
- A. Day care centers and nursery school uses accessory to places of worship.
 - B. Restaurants accessory to motels.
 - C. Establishments selling alcoholic beverages, whether for consumption on or off the premises, accessory to motels having accessory restaurants.
 - D. Residential apartments as secondary uses in structures with office uses as primary uses.
 - E. Any use accessory to and customarily incidental to a principal use permitted as either an administrative or conditional use.
- d) *Development regulations for uses permitted by right.*

Lot Area	East side of Dixie Highway - 6,500 square feet with max density 1 du per each 2,175 square feet net lot area	
	West side of Dixie Highway - 13,000 square feet with max density 1 du per each 2,175 square feet net lot area	
	Max density 20 dwelling units per gross acre of 43,560 square feet, minimum of 2,175 square feet per unit	
Lot Width	50 ft. on East side of Dixie Highway	
	100 ft. on West side of Dixie Highway	
Height	Primary	East side of Dixie Highway - 30 ft. (not to exceed 2 stories)
		*Additional 5 ft. of height under Sustainable Bonus Incentive Program (not to exceed 3 stories).

		<p>West side of Dixie Highway - 30 ft. (not to exceed 2 stories)</p> <p>*Additional 5 ft. of height under Sustainable Bonus Incentive Program (not to exceed 3 stories) for blocks adjacent to a single-family residential (SF-R) district.</p> <p>*Additional 15 ft. of height under Sustainable Bonus Incentive Program (not to exceed 4 stories) for blocks fronting both Dixie Highway and G Street or blocks adjacent to the artisanal industrial (AI) district.</p>
	Accessory	24 ft. (not to exceed 2 stories)
Setback	Front	10 ft. minimum not to exceed 22 ft.
	Rear	15 ft. or 10% of lot depth when next to residential zoning district. 10 ft. in general. 5 ft. for accessory structure
	Side	10 ft. on street and 0 ft. on interior lot.
		Roof overhangs shall not exceed more than 2 feet.
	Bonus Height and Stories	For all stories above the second story, both the front façade and rear façade must be set back an additional distance beyond the minimum.
A. Front façade for third story and above must have front setback of eight (8) to twelve (12) feet in addition to minimum.		
B. Rear façade for third floor and above must have rear setback of eight (8) to twelve (12) feet in addition to minimum.		
		C. Façades facing major thoroughfares must have setbacks of eight (8) to twelve (12) feet in addition to minimum for third story and above.
Living Area	Single-Family	800 square feet first dwelling
		400 square feet second dwelling

	Multiple-Family	400 square feet Eff.
		600 square feet 1 BR
		750 square feet 2 BR
		900 square feet 3 BR
		1,350 square feet 4 BR
Accessory Structure Limitations	The total area for accessory structures is limited to 40% of the principal structure area or 1,000 square feet, whichever is less.	
Impermeable Surface Total	A. Small lot - 65%	
	B. Medium lot - 65%	
	C. Large lot - 65%	
Maximum Lot Coverage for all Buildings	A. Lots up to 4,999 square feet (small lot) - 55%	
	B. Lots 5,000 square feet to 7,499 square feet (medium lot) - 50%	
	C. Lots over 7,500 square feet (large lot) - 45%	
Maximum Wall Heights at Side Setback	30'-0" wall height at setback.	
	35'-0" wall height with sustainable incentive (east side of Dixie)	
	45'-0" for additional stories with sustainable incentive (west side of Dixie).	
Floor Area Ratio (FAR) Limitation	Maximum FAR is 1.5.	
	The FAR shall be 1.00 for lots up to 4,999 square feet; 0.95 for lots between 5,000 square feet and 7,499 square feet; and 0.90 for lots 7,500 square feet and greater.	
	An additional 0.50 of FAR shall be granted for Sustainable Bonus Incentive Program.	

1. *Minimum lot dimension.*
 - A. Minimum lot area:
 - (1) East side of Dixie Highway: Six thousand five hundred (6,500) square feet.
 - (2) West side of Dixie Highway: Thirteen thousand (13,000) square feet.
 - B. Minimum lot width:
 - (1) East side of Dixie Highway: Fifty (50) feet.
 - (2) West side of Dixie Highway: One hundred (100) feet.
2. *Maximum height of buildings.*
 - A. Principal building: Thirty (30) feet in height and not to exceed two (2) stories.
 - B. Additional five (5) feet in height shall be granted under the Sustainable Bonus Incentive Program (not to exceed three (3) stories) for lots on east side of Dixie and blocks on west side of Dixie abutting residential zoning districts.
 - C. Additional fifteen (15) feet in height shall be granted under the Sustainable Bonus Incentive Program (not to exceed four (4) stories) for blocks on west side of Dixie and abutting the artisanal industrial (AI) zoning district or fronting both Dixie Highway and the Florida East Coast Railroad (FEC) tracks (G Street).
 - D. Garages and other accessory buildings: Twenty-four (24) feet.
3. *Build-to lines.*
 - A. Front build-to line:
 - (1) From Dixie Highway (SR 805) right-of-way lines: Ten (10) feet.
 - (2) From all other thoroughfare right-of-way lines: Ten (10) feet.
 - (3) Front setback can be increased by eight (8), ten (10) or twelve (12) feet if the building provides an open arcade or public plaza.
 - B. Minimum side setback:
 - (1) From street side lot line: Ten (10) feet.
 - (2) From interior side lot line: None.
 - (3) Street side setback can be increased by eight (8), ten (10) or twelve (12) feet if the building is provided an open arcade or public plaza.
 - (4) Roof overhangs shall not exceed more than two (2) feet into setback.
 - C. Minimum rear setback:
 - (1) Ten (10) feet in general.
 - (2) For lots next to residential zoning districts: Fifteen (15) feet or ten (10) percent of lot depth, whichever is greater.
 - (3) For accessory structures: Five (5) feet.
 - D. Additional height and stories setback for sustainable incentive: buildings in excess of thirty (30) feet in height shall provide an additional front and rear setback of between eight (8) and twelve (12) feet to the minimum required front and rear setbacks.
 - E. Additional height and stories setback along major thoroughfares: Buildings in excess of thirty (30) feet

in height shall provide an additional setback of between eight (8) and twelve (12) feet for façades facing a major thoroughfare.

- F. Awnings shall be exempt from the front and side street setback regulations. Awnings may project over public property to a point of not more than one (1) foot back from the face of the curb. Second story awning(s) installations shall project no more than five (5) feet from the building. If awnings overhang Dixie Highway rights-of-way, the owner will need to acquire a State of Florida Department of Transportation permit.
4. *Build-to line.* All buildings fronting on Dixie Highway shall be situated ten (10) feet from the property line to afford a consistent building line along the street. If public arcade or public open space is provided the build-to-line may be adjusted in increments of eight (8), ten (10) and twelve (12) feet.
 5. *Maximum impermeable surface.* The maximum impermeable surface shall be:
 - A. Sixty-five (65) percent of the lots up to four thousand nine hundred ninety-nine (4,999) square feet;
 - B. Sixty-five (65) percent for lots between five thousand (5,000) square feet and seven thousand four hundred ninety-nine (7,499) square feet; and
 - C. Sixty-five (65) percent for lots seven thousand five hundred (7,500) square feet and greater.
 6. *Maximum impermeable surface for all structures.* The maximum impermeable surface shall be:
 - A. Fifty-five (55) percent for lots up to four thousand nine hundred ninety-nine (4,999) square feet;
 - B. Fifty (50) percent for lots between five thousand (5,000) square feet and seven thousand four hundred ninety-nine (7,499) square feet; and
 - C. Forty-five (45) percent for lots seven thousand five hundred (7,500) square feet and greater.
 7. *Floor area ratio (FAR) limitations.* Maximum FAR is 1.50. The FAR shall be:
 - A. 1.00 for lots up to four thousand nine hundred ninety-nine (4,999) square feet;
 - B. 0.95 for lots between five thousand (5,000) square feet and seven thousand four hundred ninety-nine (7,499) square feet;
 - C. 0.90 for lots seven thousand five hundred (7,500) square feet and greater; and
 - D. An additional 0.50 of FAR shall be granted under the Sustainable Bonus Incentive Program.
 8. *Accessory structures.* All accessory structures shall not exceed forty (40) percent of the gross floor area of the principal structure, excluding approved prefabricated metal storage buildings totaling no more than one hundred forty-four (144) square feet.
 9. *Location of accessory buildings, pools, etc.* Accessory buildings, pools and similar structures shall be allowed within the rear or side yards of a double front or corner lot between the main structure and a public street, provided that minimum setbacks are maintained.
 10. *Required street trees.* Street trees shall be installed at a minimum of every twenty-five (25) feet of frontage. Approved native species shall be used.
 11. *Ground floor regulations.* Ground floor uses with frontage on Dixie Highway must be habitable and active, such as office or retail, and shall not include parking or mechanical uses.
 12. *Parking.* In addition to the requirements in [Article 4](#), Development Standards, off-street parking may be addressed by shared parking arrangements for mixed-use developments.
 13. *Major thoroughfare design guidelines.* Additional developmental regulations are applicable to certain

locations in this district pursuant to the major thoroughfare guidelines, as adopted from time to time by resolution of the city commission. See also section 23.2-31.

- e) *Locational and development regulations for uses permitted as either administrative or conditional uses.* Uses permitted as conditional uses shall be regulated pursuant to the requirements of sections 23.2-28 and 23.2-29 Article 4, Development Standards.

(Ord. No. 2016-13, § 6(Exh. E), 5-17-16; Ord. No. 2018-10, § 8(Exh. G), 7-17-18; Ord. No. 2019-13, § 4, 12-3-19)

QUALIFICATIONS

ROBERT D. MILLER, ASA

EDUCATION:

Appraisal Institute Courses

SSP Standards of Professional Practice
I-A Fundamentals of Real Estate Appraisal
I-B Capitalization Theory and Techniques
8 Appraising a Single-Family Residence
2-1 Case Studies in Real Estate Valuation
2-2 Report Writing
Business Valuation Seminar
Litigation Valuation

Other Appraisal Courses
Mass Appraisal of Residential Properties
Florida State Law and USPAP
Factory Built Housing
Automated Valuation Model

PROFESSIONAL

Senior Member of American Society of Appraisers-

AFFILIATION:

South Florida Chapter No. 82 – Accredited Senior Appraiser (ASA) Real Property Urban

LICENSED:

Certified General Real Estate Appraiser #RZ1270- State of Florida

EXPERIENCE:

1993-Present Vice President-The Urban Group, Inc.
1995-Present Real Estate Appraiser- Independent
1978-1993 Real Property Analysts, Inc., Fort Lauderdale, Florida, Executive Vice President
1987 Involved in United States Senate Study Right-of-Way Acquisition Procedures

QUALIFIED AS

EXPERT WITNESS FOR:

Condemnation proceeding in Lake, Kankakee, Cook and DuPage Counties, Illinois and Broward, Dade, Monroe, Palm Beach and Duval Counties, Florida. Testified in Bankruptcy Court in Florida and Texas and Federal Court in Miami, Florida

HAS COMPLETED:

Appraisal Assignments

Commercial, vacant and improved
Condemnation projects
Industrial, vacant and improved
Multi-family residential,
Mobile Home Parks
Office, vacant and improved
Special purpose properties
Review Services

Counseling

Acquisition projects
Income tax analysis
Investment analysis
Tax assessments
ROW Cost Analysis
Special assessments

VARIOUS CLIENTS OVER THE PAST TEN YEARS

GOVERNMENT

BROWARD COUNTY
BROWARD COUNTY SCHOOL BOARD
CITY OF BOYNTON BEACH
CITY OF CORAL SPRINGS
CITY OF DELRAY BEACH
CITY OF FORT LAUDERDALE
CITY OF FORT MYERS
CITY OF HALLANDALE BEACH
CITY OF HOLLYWOOD
CITY OF LAUDERDALE BY THE SEA
CITY OF LAUDERDALE LAKES
CITY OF LAKE WORTH BEACH
CITY OF KEY WEST
CITY OF MARGATE
CITY OF MIAMI SPRINGS
CITY OF MIRAMAR
CITY OF POMPANO BEACH
CITY OF RIVIERA BEACH
CITY OF SOUTH MIAMI
CITY OF SUNRISE
FLORIDA DEPARTMENT OF TRANSPORTATION
SOUTH FLORIDA WATER MANAGEMENT
TOWN OF DAVIE
TOWN OF PALM BEACH
VILLAGE OF PALMETTO BAY

PRIVATE

ALTMAN DEVELOPMENT CORPORATION
CLEAR CHANNEL OUTDOOR
CLEVELAND CLINIC
LENNAR HOMES
THE TAUBMAN COMPANY
SBA TOWERS INC.
UNITED HOMES
WAL-MART CORPORATION

ATTORNEY

BECKER & POLIAKOPF
BILLINGS COCHRAN
COKER AND FEINER
BRIAN PATCHEN PA
HOLLAND & KNIGHT
GOREN CHEROF DOODY & EZROL
ACKERMAN LLP
WEISS-SEROTA-HELFMAN

**APPRAISAL REPORT
OF
VACANT & IMPROVED PARCELS**



OWNER: DIXIE CAPITAL PARTNERS, LLC

LOCATED AT

**706-710 SOUTH H STREET
LAKE WORTH BEACH, FLORIDA 33460**

AS OF

APRIL 1, 2022

PREPARED FOR

**CITY OF LAKE WORTH BEACH
7 NORTH DIXIE HIGHWAY
LAKE WORTH BEACH, FLORIDA 33460**

April 4, 2022

Mr. Paul Nicholas
Engineering Manager-Special Projects
Electric Utility Department
City of Lake Worth Beach
1900 2nd Avenue North
Lake Worth Beach, Fl. 33461

**RE: Two Residential Properties
706-710 South H Street
Lake Worth Beach, Florida 33460
Owner: Dixie Capital Partners, LLC**

Dear: Mr. Paul Nicholas,

Pursuant to our appraisal agreement, we have completed an appraisal of the above-captioned parcels. The purpose of the appraisal is to estimate the market value of the subject parcels as of April 1, 2022. The property consists of 13,517 square feet of land and is owned by Dixie Capital Partners, LLC. The function of the report is for submittal to the City of Lake Worth Beach for their use as an aid in the negotiation of the potential purchase of the subject parcels. The intended users of this report are the City of Lake Worth Beach, the City Commissioners and their legal and financial representatives. The sites are improved with houses, and our analysis will include the value of the parcels as one, determining both the value as vacant and as improved. It is our understanding that those improvements will be removed by the current owner as an agreement of the sale and were not considered in our analysis for the value as vacant. **This report is both a vacant land and as an improved Appraisal Report.**

Market value is defined as "the most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress."

The attached report contains our analysis of the factual market data, which forms the basis for our conclusions. Your attention is directed to the Certificate of Valuation and the Assumptions and Limiting Conditions, which form an integral part of the attached report.

City of Lake Worth Beach
April 4, 2022
Page 2

We have personally inspected the property that is the subject of this report. Based upon the conclusions contained in the attached Appraisal Report, in my opinion, the market value of the whole property as of April 1 2022, is as follows:

**VALUE OF SUBJECT PROPERTY
“AS IMPROVED”**

706 S. H Street
TWO HUNDRED FORTY-THREE THOUSAND DOLLARS
(\$243,000)

710 S. H Street
ONE HUNDRED NINETY-THREE THOUSAND FIVE HUNDRED DOLLARS
(\$193,500)

“AS VACANT”
TWO HUNDRED SIXTEEN THOUSAND DOLLARS
(\$216,000)

The site is improved with two houses, and it is our understanding that those improvements will be removed and were not considered in our analysis for the land value, as vacant. This is both a land appraisal and improved land appraisal.

Respectfully submitted,



Robert D. Miller, ASA
State Certified General R.E. Appraiser No. RZ1270

TABLE OF CONTENTS	1
Certification	3
Assumptions and Limiting Conditions	4
Summary of Salient Facts and Conclusions	6
Legal Description	8
Property Inspection	8
Type of Property	8
History of Property	9
Property Interest Appraised	9
Purpose of Appraisal	9
Function of Appraisal	9
Intended Users of the Report	10
Marketing Period	10
Date of Value	10
Scope of Work	11
Definition of Market Value	11
Neighborhood Map and Description	11
Aerial of Subject Property	15
Sketch of the Subject Property	16
Description of the Property	17
Zoning	19
Real Estate Taxes	20

TABLE OF CONTENTS (CONT.)

Highest and Best Use –Vacant	21
Highest and Best Use- Improved	22
Approaches to Value Omitted	23
Sales Comparison Approach to Value	23
Comparable Sales Map-Vacant	51
Summary of Comparable Sales-Vacant	52
Market Data Analysis and Conclusion-Vacant	53
Comparable Sales Map-Improved	89
Summary of Comparable Sales-Improved	90
Market Data Analysis and Conclusion-Improved	91
Reconciliation	94

ADDENDUM

Subject Photographs	
Flood Zone Map	
Most Recent Deeds	
Zoning Code	
Qualifications of Appraiser	

CERTIFICATION

The undersigned does hereby certify that except as otherwise noted in this appraisal report:

1. To the best of our knowledge and belief, the statements of fact contained in this appraisal report, upon which the analysis, opinions, and conclusions expressed herein are based, are true and correct.
2. The reported analysis, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, unbiased professional analysis, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report, and I (we) have no personal interest or bias with respect to the parties involved.
4. Our compensation is not contingent on an action or event resulting from the analysis, opinions, or conclusions in, or the use of, this report.
5. Our analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Uniform Standards of Professional Appraisal Practice.
6. Robert D. Miller has met or exceeded the minimum prescribed educational requirements for Re-certification as an Accredited Senior Appraiser (ASA) or the American Society of Appraisers.
7. Robert D. Miller did inspect the property that is the subject of this report on March 11, 2022 and April 1, 2022. I have not performed any services regarding the subject property within the prior three-year period immediately preceding the acceptance of this assignment, as an appraiser or in any other capacity.
8. John Zink provided significant professional assistance to the person signing this report. Members of my staff provided research information, but the final analysis and value conclusions were of the undersigned only.



Robert D. Miller, ASA
State Certified General R.E. Appraiser No. RZ1270

ASSUMPTIONS AND LIMITING CONDITIONS

The legal description furnished to the appraiser is assumed to be correct.

All existing liens and encumbrances have been considered; however, the property is appraised as though free and clear, under responsible ownership and competent management.

The information identified in this report as being furnished to the appraiser by others is believed to be reliable, however, the appraiser assumes no responsibility for its accuracy.

The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.

It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.

It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report.

It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

It is assumed that the utilization of the land and any improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.

The distribution, if any, of the total valuation in this report between land and any improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

Possession of this report, or copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualifications and only in its entirety.

ASSUMPTIONS AND LIMITING CONDITIONS (Continued)

Disclosure of the contents of this appraisal is governed by the Bylaws and Regulations of the American Society of Appraisers.

The appraiser herein by reason of the appraisal is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.

Neither all, nor part of the contents of this report, especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected, shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.

The Americans with Disabilities Act ("ADA") became effective January 26, 1992. I have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since I have not any direct evidence relating to this issue, I did not consider possible non-compliance with the requirements of ADA in estimating the value of the property.

Unless otherwise stated in this report, the existence of hazardous materials, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on, or in the property. The appraiser is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

The sites are improved with houses, and our analysis will include the value of the parcels as one, determining both the value as vacant and as improved. It is our understanding that those improvements will be removed by the current owner as an agreement of the sale and were not considered in our analysis for the value as vacant. **This report is both a vacant land and an improved land Appraisal Report.**

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

PROPERTY LOCATION: 706-710 South H Street
Lake Worth Beach, Florida 33460

FOLIOS: 38-43-44-21-15-223-0070
38-43-44-21-15-223-0060

OWNER'S NAME: Dixie Capital Partners, LLC

OWNER'S ADDRESS: 2821 Astoria Blvd. PH3
Long Island City, NY 11102

DATES OF INSPECTION: March 11, 2022 and April 1, 2022

LAND SIZE: 38-43-44-21-15-223-0070
6,756 Square Feet

38-43-44-21-15-223-0060
6,761 Square Feet

Total Land Size
13,517 Square Feet

PRESENT USE: Improved with two Single Family
Residences

ACCESS: Property has frontage and access on the east
side of H Street.

HIGHEST AND BEST USE: As improved

IMPROVEMENTS: 38-43-44-21-15-223-0070
706 S. H Street – 1,104 Square Feet UA

38-43-44-21-15-223-0060
710 S. H Street – 774 Square Feet UA

ZONING: P - Public, City of Lake Worth Beach/MU-
Dixie-Mixed Use District, The City of Lake
Worth Beach

SUMMARY OF SALIENT FACTS AND CONCLUSIONS (CONTINUED)

COST APPROACH TO VALUE:	N/A
SALES COMPARISON APPROACH TO VALUE:	\$216,000-Land Only \$436,500- Total As Improved) \$243,000 (706 South H Street) \$193,500 (710 South H Street)
INCOME APPROACH TO VALUE:	N/A
RECONCILIATION:	\$216,000-Land Only \$436,500-Improved Value
DATE OF VALUATION:	April 1, 2022

LEGAL DESCRIPTION:

38-43-44-21-15-223-0070

Lot 7, Block 223, The Palm Beach Farms Co. Plat No. 2, The Townsite of Lucerne now known as Lake Worth, according to the Plat of Record in Plat Book 2, Pages 29 Through 40, Public Records of Palm Beach County, Florida.

38-43-44-21-15-223-0060

Lot 6, Block 223, The Palm Beach Farms Co. Plat No. 2, The Townsite of Lucerne now known as Lake Worth, according to the Plat of Record in Plat Book 2, Page(s) 29, Through 40, Public Records of Palm Beach County, Florida.

PROPERTY INSPECTION:

1. Date(s) inspected: March 11, 2022 and April 1, 2022
2. Comments: The property was inspected from the exterior only and photographed during our visit to the site.

TYPE OF PROPERTY:

The subject property is located at 706-710 South H Street in the City of Lake Worth Beach and is improved with two single family residences. .

FLOOD ZONE:

The property is not located in a FEMA Special Flood Hazard Area as indicated on Map Number 12099C0781F dated 10-5-2017. The site is zoned X, and a copy of the map is included in the addendum.

HISTORY OF PROPERTY:

Owner: Dixie Capital Partners, LLC

Folio: 38-43-44-21-15-223-0070

The latest sale of this property was in May of 2019 via Warranty Deed, OR Book 30623, Page 1607, in consideration of \$140,000 to the current owners. The next prior sale was in June of 2005 via Warranty Deed, OR Book 18727, Page 00445, inconsideration of \$160,000 by Dean Biernat.

Folio: 38-43-44-21-15-223-0060

The latest sale of this property was in July of 2019 via Warranty Deed, OR Book 30764, Page 01711, in consideration of \$132,000 to the current owners. The next prior sale was in June of 2005 via Warranty Deed, OR Book 18727, Page 00471, inconsideration of \$150,000 by Dean Biernat.

The above was taken from the Palm Beach County Property Appraiser’s website:
<http://www.co.palm-beach.fl.us/papa>

PROPERTY INTEREST APPRAISED:

For the whole property, the property rights appraised are the fee simple title ownership considering any restrictions of use.

PURPOSE OF THE APPRAISAL:

The purpose of the appraisal is to form an opinion of the market value of the subject property as of a current date based on the highest and best use. The assignment also requires the market value as vacant and as improved.

FUNCTION OF THE APPRAISAL

The function of the report is for your use in the negotiations for a potential purchase of the subject property by the City of Lake Worth Beach. The date of value is April 1, 2022.

INTENDED USERS OF THE REPORT

The intended user of this report is City of Lake Worth Beach, the City Commissioners and their legal and financial representatives.

COMPETENCY PROVISION

The appraiser has completed numerous appraisals for similar type properties in his 40 years as a real estate appraiser in South Florida and completed numerous appraisals for the City of Lake Worth Beach and their CRA and others in the Tri-County area. As a result of the appraiser's experience, the competency provision of USPAP has been met.

MARKETING PERIOD

Based upon discussions with various brokers and review of the marketing period for similar properties we have estimated a marketing period of six to nine months. The estimated marketing period is based upon our review of marketing periods for similar properties in the market.

EFFECTIVE DATE (DATE OF VALUE):

The date of value is April 1, 2022. The date of this report is April 4, 2022

SCOPE OF WORK

The appraisal problem in this instance is to provide a market value estimate for the property. The report is to be used in the analysis and due diligence in the potential purchase of the property. The Cost Approach to Value, the Sales Comparison Approach to Value and the Income Approach to Value were all considered for this appraisal. The Income and Cost Approaches were not applicable for this assignment. We have determined that the highest and best as vacant is for future mixed-use development and as improved is the current improvements. Therefore, this appraisal was developed using the Sales Comparison Approach to Value. We have physically inspected the property at various times through March 20, 2022. Sales data in this report was obtained from my review of various publications and data services that include Palm Beach County Property Appraiser, CoStar Comps, MLS and LoopNet. All sales data was confirmed with a knowledgeable party to the transaction. Information that could not be verified is included in the report and noted. The weight given this information will be discussed when applicable. We have researched zoning and land use designations with the City of Lake Worth Beach. Deed information was obtained from the Palm Beach County Records Department. We were not provided with a survey of the property and have relied on the size as shown in the property records of Palm Beach County Property Appraiser's office.

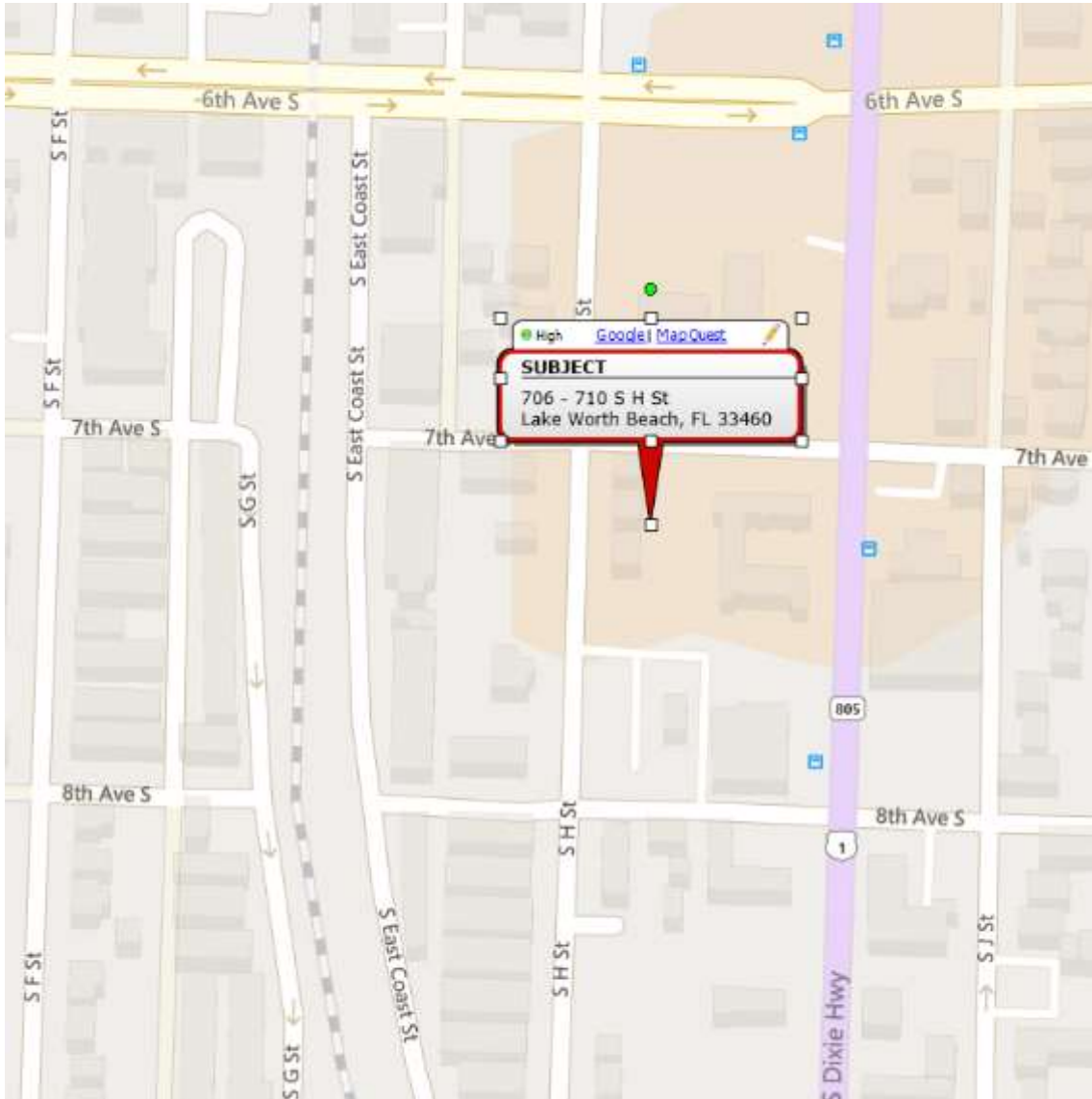
DEFINITION OF MARKET VALUE:

Market value is defined in the Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 as follows. This is the standard definition of market value used in the majority of appraisal assignments.

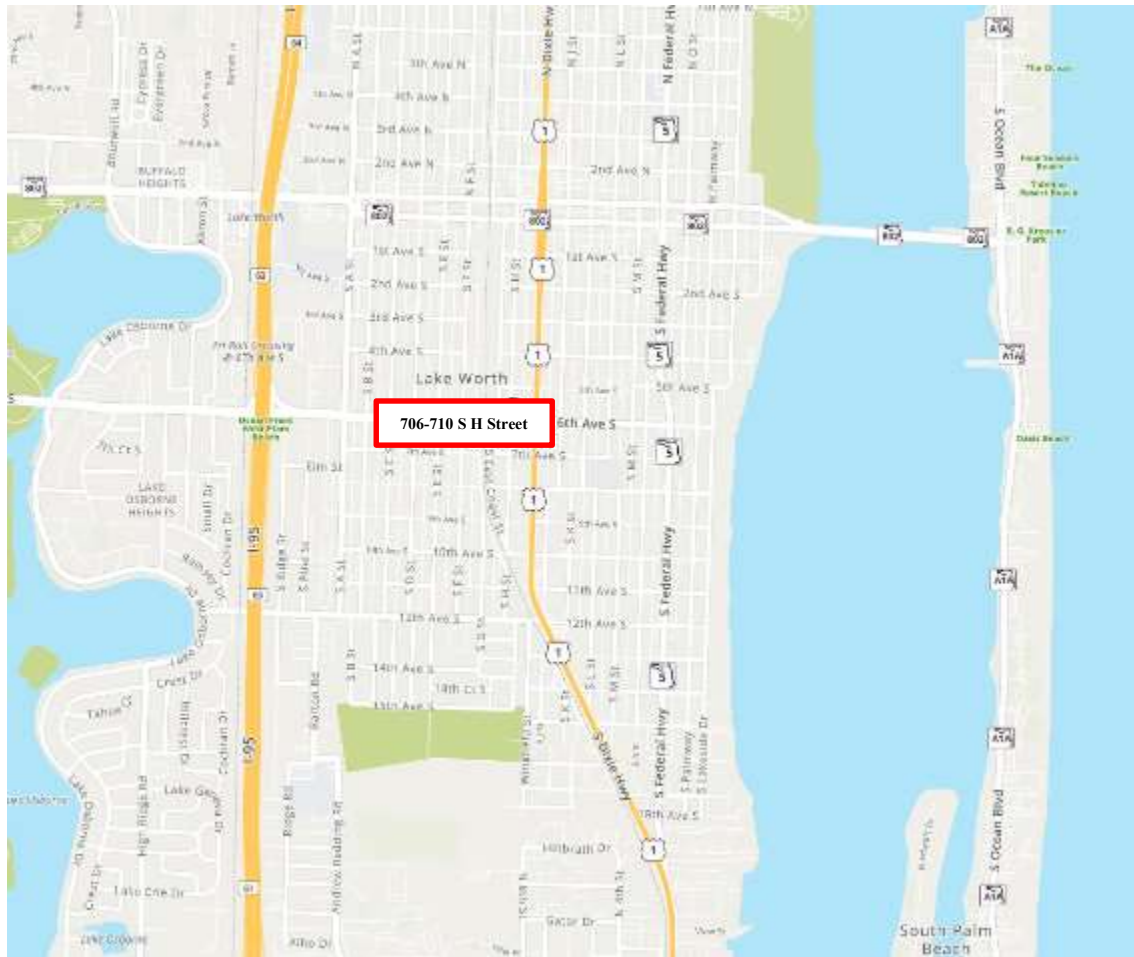
The most probable price in terms of money which a property will bring in a competitive and open market under all condition's requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the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

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

LOCATION MAP



NEIGHBORHOOD MAP



NEIGHBORHOOD DESCRIPTION

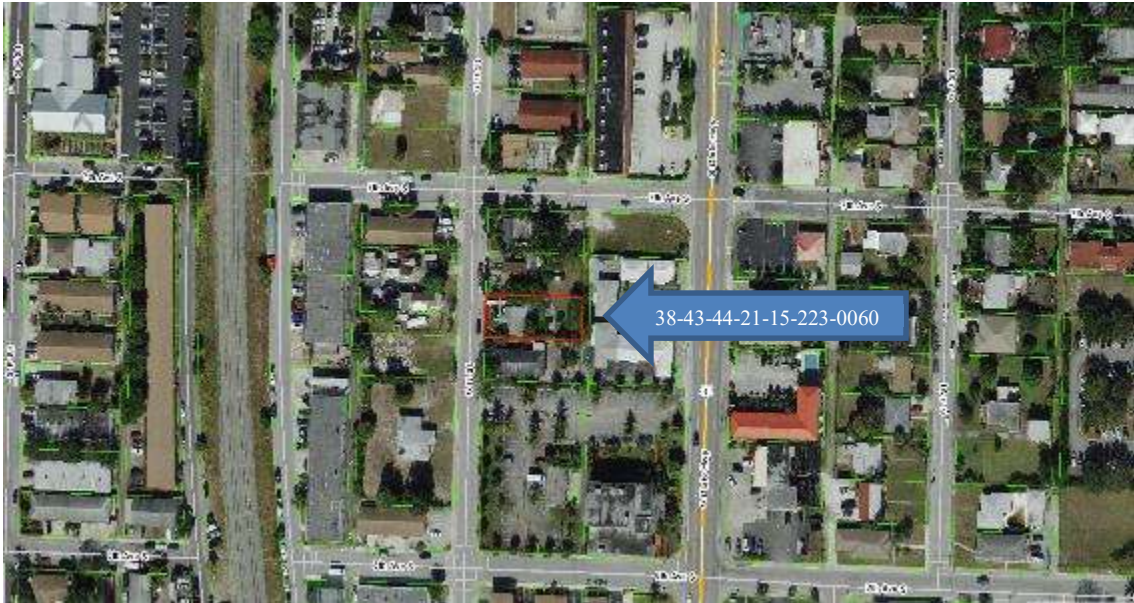
The neighborhood is located in an area of Lake Worth Beach generally described as being bound on the west by Intrastate I-95, on the east by the Intracoastal Waterway, on the north by Lucerne Avenue (Lake Worth Road) and the south by 12th Avenue South. The subject neighborhood is located southeast of the Downtown central business district of Lake Worth Beach and east of the I-95 access from 6th Avenue S. The main commercial developments in the City of Lake Worth Beach are centered at various intersections along 10th Avenue North, Dixie Highway, Federal Highway, 6th Avenue South, Lake Avenue and Lucerne Avenue. Generally speaking, all necessary retail, religious and school facilities are easily accessible from the subject neighborhood. There is a limited supply of vacant land, however, numerous improved properties are being purchased for redevelopment with commercial and mixed-use development and multifamily townhouse developments. Some new commercial sites are being constructed which are supported by the influx of new residential development within the neighborhood.

The area is easily accessible to I-95 via 6th Avenue South. The Florida Turnpike is located about 7.1 miles to the west of the subject and the Palm Beach International Airport is located 5.5 miles northwest of the subject. Interstate 95, Federal Highway and Dixie Highway provide the north/south access to the neighborhood.

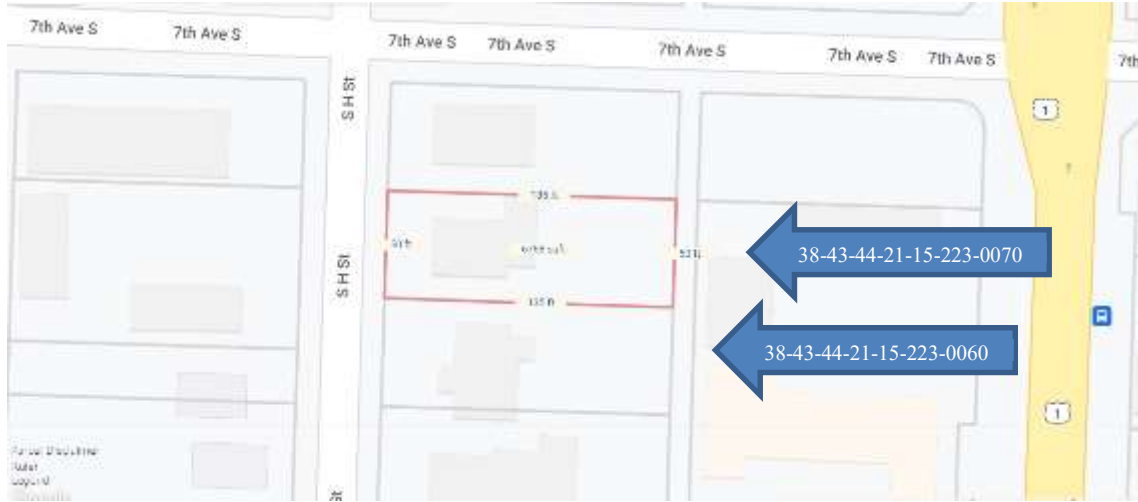
The Lake Worth Beach CRA has designated three distinct redevelopment corridors as part of the largest infrastructure projects in Lake Worth Beach. The City of Lake Worth Beach and the CRA established some new zoning districts within these areas designated for redevelopment areas. The North and South Dixie Commercial District involves the entire stretch of Dixie Highway within the City's limits. The 10th Avenue North and 6th Avenue South Gateway Districts are designed to be compact, pedestrian-oriented, mixed-use districts. The intent of the development standards for the Mixed-Use-Gateway District is to encourage and facilitate redevelopment within these areas that achieves a mix of residential and professional office land uses, to create a place of common vision and physical predictability for all new construction, renovations and redevelopment. The City over the past 10 years has been acquiring numerous properties as part of the Neighborhood Stabilization Program (NSP) and is in the process of renovating or developing newer replacement housing for the area. This acquisition and redevelopment were funded thru a grant from the Federal Government and has been highly successful to provide stabilization to the land and improved values in the area.

Overall, the subject neighborhood would be rated as stable with property values increasing. The eastern location in the County and the accessibility to the beaches and locations north and south will continue to make this area desirable for commercial, retail operations and mixed use residential.

AERIAL VIEW OF THE SUBJECT PROPERTY



SKETCH OF THE SUBJECT PROPERTY



DESCRIPTION OF THE PROPERTY

Location:

The subject property is located on east side of South H Street with the address of 706-710 South H Street, in the City of Lake Worth Beach, Florida.

Land Area:

The subject property contains the total 13,517 square feet of land area and is rectangular in shape.

Shape/Dimensions:

The site is rectangular in shape with 100 feet of frontage on the east side of South H Street, with a depth of 135 feet. See MLS sketch on the previous page.

Ingress/Egress:

The property has approximately 100 feet of frontage on the east side of South H Street with an alley access on the east boundary of the subject. See MLS sketches on the previous page.

Topography:

The topography of the site is above grade of the surrounding roadway. Drainage is adequate. Based upon visual inspection of the site and buildings on adjacent properties, the soil conditions are considered adequate for most types of development.

Utilities on Site:

The following utilities are available where indicated:

X Electric X Water
X Telephone X Sewer

DESCRIPTION OF THE PROPERTY (continued)

Easements/Encroachments

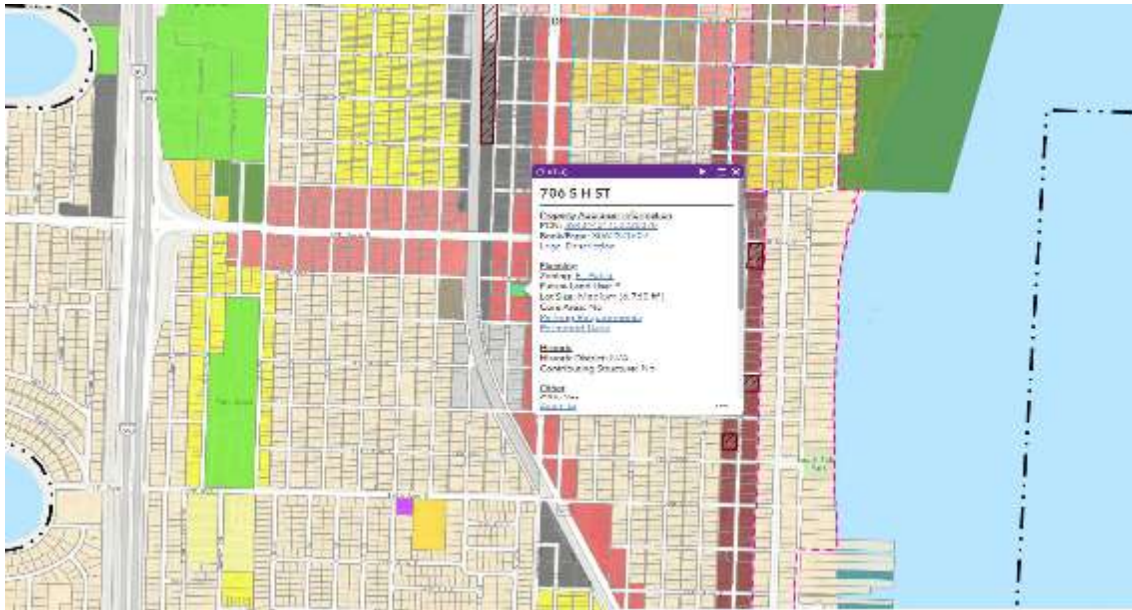
There are no easements or encroachments that would either enhance or inhibit the value of the subject property.

Description of the Improvements

The sites are improved with houses, and our analysis will include the value of the parcels as one, determining both the value as vacant and as improved. It is our understanding that those improvements will be removed by the current owner as an agreement of the sale and were not considered in our analysis for the value as vacant. **This report is both a vacant land and as an improved land Appraisal Report.**

ZONING/LAND USE:

The subject property is currently zoned P-Public, by the City of Lake Worth Beach as of 12/6/2021. The prior zoning was MU-Dixie, Mixed Use Dixie Highway which is the highest and best use which we use in our opinion of the market value of this parcel and will be referred to as the zoning for this report. Future land use is also P-Public with the prior being MU-E – Mixed Use Dixie Highway East, which is the highest and best use.



REAL ESTATE ASSESSMENT DATA

Taxing Authority:

Palm Beach County

Folio Number(s):

38-43-44-21-15-223-0070

38-43-44-21-15-223-0060

Owner Name:

Dixie Capital Partners, LLC

Total Assessment Information 2021

Total 2021 Tax Paid 11/30/2021

Land \$ 153,068.00

\$ 6,618.48

Building \$ 98,800.00

Total Market Value: \$ 151,568.00

2021 Real Estate Taxes:

38-43-44-21-15-223-0070

Tax Payment					
Bill Year	Bill Number	Receipt Number	Amount Paid	Last Paid	Paid By
2021	101459796	B22.312347	\$3,443.10	11/30/2021	Dixie Capital

Tax Year	2021	2020	2019
Improvement Value	\$98,455	\$79,645	\$79,491
Land Value	\$49,400	\$45,000	\$41,048
Total Market Value	\$121,259	\$125,465	\$118,291

All values are as of January 1st each year.

Assessed and Taxable Values

Tax Year	2021	2020	2019
Assessed Value	\$131,855	\$105,645	\$97,134
Exemption Amount	\$0	\$0	\$0
Taxable Value	\$131,855	\$105,645	\$97,134

Taxes

Tax Year	2021	2020	2019
Ad Valorem	\$3,255	\$1,935	\$1,795
Non Ad Valorem	\$188	\$483	\$407
Total Tax	\$3,443	\$3,418	\$2,202

38-43-44-21-15-223-0060

Tax Payment					
Bill Year	Bill Number	Receipt Number	Amount Paid	Last Paid	Paid By
2021	101459876	B22.312327	\$3,175.38	11/30/2021	Dixie Capital

Tax Year	2021	2020	2019
Improvement Value	\$70,573	\$63,211	\$65,237
Land Value	\$49,400	\$43,960	\$41,600
Total Market Value	\$119,973	\$112,971	\$111,157

All values are as of January 1st each year.

Assessed and Taxable Values

Tax Year	2021	2020	2019
Assessed Value	\$119,973	\$112,971	\$93,147
Exemption Amount	\$0	\$0	\$0
Taxable Value	\$119,973	\$112,971	\$93,147

Taxes

Tax Year	2021	2020	2019
Ad Valorem	\$2,595	\$2,064	\$1,600
Non Ad Valorem	\$580	\$495	\$407
Total Tax	\$3,175	\$2,559	\$2,007

HIGHEST AND BEST USE - VACANT

The estimate of the highest and best use of the land as legally permitted, if vacant, requires extensive market analysis especially in terms of the indicated market conditions of supply and demand. The value of the land is based upon the level of utility that is in demand and that will produce amenities or net income to the user. Therefore, the use which creates the greatest land value, and which is considered compatible in terms of the restrictions imposed by the physical, legal, economic, and financial factors is inherent in this analysis. The following analysis is intended to demonstrate and support our estimate of the highest and best use of the subject site.

Physically Possible

The subject property contains 13,517 total square feet of land area and is located at 706-710 South H Street. The property provides good access to other major roadways and access points. The site is rectangular in shape and is of sufficient size for potential mixed-use development, including limited retail, office, hotel/motel and low-density multi-family residential development.

Legally Permissible

The parcel is zoned P-Public/MU-Dixie Mixed Use Dixie Highway, City of Lake Worth Beach with future P-Public/MU-E land use. We have considered the zoning, land use and surrounding uses of the subject. Any use which was historically legally permitted under the prior zoning classification is considered reasonable after considering the physical possible uses. These uses included a potential mixed use, including limited retail, office, hotel/motel and low-density multi-family residential development as part of an assemblage. The zoning and land use changes are in anticipation of the city purchase of the property and use with a public use.

Financially Feasible

The success of most developments is based on the financial feasibility of the potential use. Financial Feasibility considers what uses, if any, are the most probable and profitable use of the land. Based on our review of the site, as vacant, it is our opinion that the highest land value would be based for potential mixed use, including limited retail, office, hotel/motel and low-density multi-family residential development.

HIGHEST AND BEST USE-(CONTINUED)

Maximally Productive

The most maximally productive use of the site should produce the highest price or return required by the market for that use. After determining those uses, which are physically, possible, legally permissible and financially feasible, it is our opinion that the most maximally productive use of the land, as vacant, is for development of mixed use, including limited retail, office, hotel/motel and low-density multi-family residential development.

As Improved

The site is currently improved with two single family residences and those uses indicate a market value above the land value and thus the highest and best use as improved is the current utilization.

Conclusion

Based on the location, size, zoning, surrounding land uses and its current use, it is our opinion, that the subject property has a highest and best use as currently utilized.

APPROACHES TO VALUE OMITTED AS NOT APPLICABLE

MARKET COST INCOME

The Market or Sales Comparison Approach to Value is considered applicable in this assignment in the valuation of the subject based on our estimate of the highest and best use as vacant and as improved. We have considered but not developed the Income and Cost Approaches due to the motivations of typical buyers of this type of property. Development of the Market Approach was considered the most applicable method of valuing the property.

SALES COMPARISON APPROACH

The subject market value will be estimated via the Sales Comparison Approach. This approach is often referred to as the Direct Comparison Approach because the comparison procedure is its basic technique.

The Sales Comparison Approach requires careful selection of sale properties to ensure that they are relatively similar to the subject. No two properties are exactly alike. Therefore, a comparison between the subject and the sales must be considered in arriving at an indication of value for the subject. The market value conclusion is based on the highest and best use of the property. Therefore, we have reviewed the market for similar vacant land parcels in the Lake Worth area and that analysis will be followed by a review of comparable improved sales..

The following sales are deemed physically and economically comparable to the subject. An analysis sheet for each sale is included in the report. The normal items of comparison are discussed following the presentation of the sales data. After the presentation of the vacant land sales, a review of the improved sales and the market value for each residence will be estimated.

COMPARABLE VACANT LAND SALE NUMBER 1



Location: 1009 N F Street
Lake Worth Beach, FL 33460

Folio No's. 38-43-44-21-15-318-0010
38-43-44-21-15-218-0140
38-43-44-21-15-318-0150

Recorded: OR Book 31627 Pages:0732-733,
0788-0789, 0808-810

Grantor: B & T Realty, LLC
1009 N. F. Street, LLC
Lake Worth It, LLC

Grantee: Eric 1212 Tenth Avenue North, LLC
1212 Tenth Avenue North, LLC

Date of Sale: August 5, 2020

Consideration: \$410,000

Type of Instrument: Warranty Deeds

COMPARABLE VACANT LAND SALE NUMBER 1 (CONTINUED)

Land Size:	28,353 square feet
Present Use:	Vacant
Zoning:	MU- East Mixed-Use East “ by Lake Worth Beach”
Condition of Sale:	Arm’s-length
Price per Square Foot of Land Area:	\$14.46/square foot
Comments:	This is a vacant corner site with frontage on the north side of 10 th Avenue N, frontage on the west side of N F Street and frontage on the west side of N E Street, with an alley dividing the property.

LATEST DEEDS



CFN 20200279333

OR BK 31627 PG 0732

RECORDED 08/05/2020 13:01:53

AMT 199,831.75

Doc Stamp 1,399.30

Palm Beach County, Florida

Sharon R. Beck, CLERK & COMPTROLLER

Fee 0732 - 7337 (2020)

Return to:

Kochman & Ziska, PLC
222 Lakeside Drive, Suite 1500
West Palm Beach, FL 33401
561-802-8988

Parcel Identification No. 38-43-44-21-15-318-0140

[Space Above This Line For Recording Date]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this August 4, 2020 between B & T Realty, LLC, a Florida limited liability company, whose mailing address is 920 South Lakeside Drive, Lake Worth, Florida 33460 ("Grantor"), and Eric 1212 Tenth Avenue North LLC, a Florida limited liability company, whose post office address is 17199 Shaddock Lane, Boca Raton, FL 33487 ("Grantee"),

Witnesseth that said Grantor for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Palm Beach County, Florida, to-wit:

Lots 1, 2 and 3, Block 318, TOWNSITE OF LUCERNE, according to the Palm Beach Farms Company Plat No. 2, recorded in Plat Book 1, Page 29 through 40 inclusive in the office of the Clerk of the Circuit Court of the Public Records of Palm Beach County, Florida. (The Townsite of Lucerne is now known as LAKE WORTH); LESS, however, the South 40 feet of said Lot 1 of said Block 318 which is included in the external area formed by a 10 foot radius arc which is tangent to a line 40 feet North of and parallel to the South line of said Lot 1 and tangent to the West line of said Lot 1; all contained in 5421 square feet, more or less.

Subject to taxes for 2020 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

and said Grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

B & T Realty, LLC, a Florida limited liability company

[Signature]
Witness Name: Carisse Caras

By: [Signature]
Brendan T. Lynch, its Manager

[Signature]
Witness Name: E. Garcia

By: [Signature]
Thomas E. Lynch, its Manager


State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me this July 29, 2020, by Brendan T. Lynch and Thomas E. Lynch, as Managers of B & T Realty, LLC, a Florida limited liability company, who are personally known or () have produced a driver's license as identification.

[Notary Seal]

Paula T. Post
Notary Public
Printed Name:

My Commission Expires:

	PAULA T. POST Notary Public, State of Florida My Comm. Exp. July 15, 2021 No. GG 124745
---	--



CFN 20200279345

OR BK 31627 PG 0788
RECORDED 08/05/2020 13:05:08
PAY 127478.99
Doc Stamp 892.50
Palm Beach County, Florida
Sharon R. Back, CLERK & COMPTROLLER
Fee 0788 - 7891 (2pass)

Return to:

Kochman & Ziska, PLLC
222 Lakeside Drive, Suite 1500
West Palm Beach, FL 33401
561-802-8966

Parcel Identification No. 38-43-44-21-15-318-0140

[Space Above This Line For Recording Date]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this August 4, 2020 between 1009 N. F Street, LLC, a Florida limited liability company, whose mailing address is 920 South Lakeside Drive, Lake Worth, Florida 33460 ("Grantor**"), and 1212 Tenth Avenue North LLC, a Florida limited liability company, whose post office address is 17199 Shaddock Lane, Boca Raton, FL 33487 ("Grantee**"),

Witnesseth that said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Palm Beach County, Florida, to-wit:

Lot 14, Block 318, The Palm Beach Fettes Company Plat No. 2, Townsite of Lucerne (now known as Lake Worth), according to the Plat thereof on file in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 2, Pages 29 through 49, inclusive.

Subject to taxes for 2020 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

and said Grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

** "Grantor" and "Grantee" are used for singular or plural, as context requires.

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Spec. stated and delivered in our presence:

Caroline Z. Payne
Witness Name: Caroline Z. Payne

[Signature]
Witness Name: [Signature]

1009 N. F Street, LLC, a Florida limited liability company

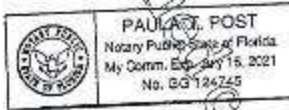
By: *[Signature]*
Brendan T. Lynch, its Manager

By: *[Signature]*
Thomas E. Lynch, its Manager

State of Florida
County of Palm Beach

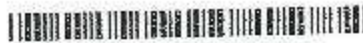
The foregoing instrument was acknowledged before me this July 20, 2020, by Brendan T. Lynch and Thomas E. Lynch, as Managers of 1009 N. F Street, LLC, a Florida limited liability company, who are personally known or have produced a driver's license as identification.

[Notary Seal]



[Signature]
Notary Public
Printed Name:

My Commission Expires:



CFN 20200279343

DR BK 31627 PG 0808
RECORDED 08/05/2020 13:02:57
AMT \$2,689.68
Doc Stamp 578.90
Palm Beach County, Florida
Sharon R. Beck, CLERK & COMPTROLLER
Pas 0808 - 8107 (2pas)

Return to:

Kochman & Ziska, PLC
232 Lakeside Drive, Suite 1500
West Palm Beach, FL 33401
561-828-9998

Parcel Identification No. 38-45-44-21-15-318-0150

[Space Above This Line For Recording Date]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this August 4, 2020 between Lake Worth It, LLC, a Florida limited liability company, whose mailing address is 3520 S. Ocean Boulevard, Unit F-104, Palm Beach, Florida 33480 ("Grantor"), and 1212 Tenth Avenue North LLC, a Florida limited liability company, whose post office address is 17199 Shaddock Lane, Boca Raton, Florida 33487 ("Grantee"),

Witnesseth that said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Palm Beach County, Florida, to-wit:

Lot 15, Block 318, TOWNSITE OF LUCERNE (Now Known As Lake Worth), according to the Palm Beach Farms Company Plat No. 2, recorded in Plat Book 1, Page 29 of the Public Records of Palm Beach County, Florida.

Subject to taxes for 2020 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

and said Grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Lake Worth It, LLC, a Florida limited liability company

[Signature]
Witness Name: Silvia Gonzalez

By: Antonio Vitiello
Antonio Vitiello, its Managing Member

[Signature]
Witness Name: Rosa E. Arca

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me this July ____, 2020, by Antonio Vitiello, as Managing Member of Lake Worth It, LLC, a Florida limited liability company, who is personally known or has produced a driver's license as identification.

[Notary Seal]

Notary Public _____

Printed Name: _____

My Commission Expires: _____

Clear/Reset

Acknowledgment by Individual

State of Florida

County of Palm Beach

The foregoing instrument was acknowledged before me this 30th day
of July, 2020, by means of physical presence or online notarization

Antonio V. Helle (name of person acknowledging).

Personally known to me N/A
 Produced Identification
Type of Identification Produced FL DLIC 340-000-48-021-0

Notary signature [Signature]

Notary name (typed or printed) Maria F. Arca

Title (e.g., Notary Public) Notary Public

Place Seal Here



For Bank Purposes Only Description of Attached Document

Type or Title of Document Warranty Deed

Document Date July 29, 2020 Number of Pages 3

Signer(s) Other Than Named Above
N/A

Account Number (if applicable)
N/A



F001-000DSG5350FL

COMPARABLE VACANT LAND SALE NUMBER 2



Location:	7 Detroit Street Lake Worth, FL 33461
Folio No.	38-43-44-20-14-002-0010 38-43-44-20-14-002-0390
Recorded:	OR Book 31489 Page 1188
Grantor:	Seaglates Investment, Co.
Grantee:	Pacific Land Holdings, LLC
Date of Sale:	October 23, 2020
Consideration:	\$1,250,000
Type of Instrument:	Warranty Deed
Land Size:	105,816 square feet
Present Use:	Vacant

COMPARABLE VACANT LAND SALE NUMBER 2 (CONTINUED)

Zoning:	MU-W Mixed Use West - by Lake Worth Beach
Condition of Sale:	Arm's-length
Price per Square Foot of Land Area:	\$11.81/square foot
Comments:	This is a corner vacant lot with frontage on Detroit St to the east, frontage on 2 nd Avenue N to the north and Buffalo Street to the West in a mixed-use neighborhood.

LATEST DEED

CFN 20200396323
OR BK 31849 PG 1188
RECORDED 10/23/2020 10:42:35
Palm Beach County, Florida
AMT 1,250,000.00
DEED DOC 6,750.00
Sharon R. Bock
CLERK & COMPTROLLER
Pgs 1188-1190 (3Pgs)

Prepared by and return to
Amber F. Williams
Johnson Pepple Cantu PLLC
2430 Estancia Blvd., Suite 114
Clearwater, FL 33761

SPECIAL WARRANTY DEED

THIS INDENTURE is made effective on October 19, 2020, by Seaglades 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:
Janine Marano
Signature
Janine Marano
Printed Name
[Signature]
Signature
Stacey K. Mackenzie
Printed Name

GRANTOR:
Seaglades Investment Co., a Florida corporation
By: [Signature]
Paul A. Krasker, Esq., its Authorized Representative

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this October 11th 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

COMPARABLE IMPROVED SALE NUMBER 3



Location: 1114 N. Federal Highway
Lake Worth, FL 33460

Folio No. 38-43-44-21-15-354-0030
38-43-44-21-15-354-0050
38-43-44-21-15-354-0060
38-43-44-21-15-354-0080

Recorded: OR Book 32375 Page 00544

Grantor: The Brugmansia House, LLC

Grantee: John Stevick

Date of Sale: April 12, 2021

Consideration: \$750,000

Type of Instrument: Warranty Deed

Land Size: 40,511 square feet

Present Use: Vacant

COMPARABLE VACANT LAND SALE NUMBER 3 (CONTINUED)

Zoning:	MU-FH, Mixed Use Federal Highway, City of Lake Worth Beach
Condition of Sale:	Arm's-length
Price per Square Foot of Land Area:	\$18.51/square foot
Comments:	This site is improved with an older improvement and was purchased as vacant for redevelopment purposes. The site is a corner lot with frontage on the south side of 12 Avenue N and frontage on the east side of N. Federal Highway.

LATEST DEED

CPN 20210165390
DR BK 32375 PG 544
RECORDED 04/12/2021 14:54:23
Palm Beach County, Florida
AMT 750.000.00
DEED DOC 5,250.00
Joseph Abruzzo
Clerk
Pgs 0544-0545; (2Pgs)

Prepared by and return to:

Law Office of Cary P. Sabol, PA
P. O. Box 15981
West Palm Beach, FL 33416
561-281-2744
File Number: RE-2021-013

Parcel Identification Number: 38-43-44-21-15-354-0050
38-43-44-21-15-354-0080
38-43-44-21-15-354-0030
38-43-44-21-15-354-0060

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 12th day of April, 2021 between THE BRUGMANSIA HOUSE LLC, a Florida Limited Liability Company whose principal office address is 11500 Indian Spring Ct., Great Falls, VA 22066, grantor, and John Steviele, a single man whose principal office address is 1636 Walnut St, Berkeley, CA 94709, grantee:

(Whoever used herein the terms "grantor" and "grantee" include all the parties to this instrument and their heirs, legal representatives, and assigns of individuals, and their successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor, hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Palm Beach County, Florida to-wit:

PARCEL 1:
Lots 3 and 4, Block 354, of The Palm Beach Farms Company Plat No. 2, The Townsite of Lucerne (Now Known as Lake Worth), according to the plat thereof, recorded in Plat Book 2, Page 29, of the Public Records of Palm Beach County, Florida.

PARCEL 2:
Lot 5, Block 354, of The Palm Beach Farms Company Plat No. 2, The Townsite of Lucerne (Now Known as Lake Worth), according to the plat thereof, recorded in Plat Book 2, Page 29, of the Public Records of Palm Beach County, Florida.

PARCEL 3:
Lots 6 and 7, Block 354, of The Palm Beach Farms Company Plat No. 2, The Townsite of Lucerne (Now Known as Lake Worth), according to the plat thereof, recorded in Plat Book 2, Page 29, of the Public Records of Palm Beach County, Florida.

PARCEL 4:
Lot 8, Block 354, of The Palm Beach Farms Company Plat No. 2, The Townsite of Lucerne (Now Known as Lake Worth), according to the plat thereof, recorded in Plat Book 2, Page 29, of the Public Records of Palm Beach County, Florida.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

DoubleTime®

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple, that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2020.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

THE BRUGMANSIA HOUSE LLC, a Florida Limited Liability Company

By: FLORIBUNDA, LLC, its Manager

By: *Douglas D. Scher*
Douglas D. Scher, Manager and Authorized Representative

Witness Name: *Karina Patricio*

Witness Name: *Charles Nor...*

State of *Virginia*
County of *Fairfax*

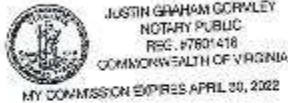
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this *24* day of *April*, 2021 by Douglas D. Scher, Manager and Authorized Representative of FLORIBUNDA, LLC as Manager of THE BRUGMANSIA HOUSE LLC, a Florida Limited Liability Company, on behalf of the company, who is personally known to me or has produced a driver's license as identification.

[Notary Seal]

Notary Public *Justin Gormley*

Printed Name: *Justin Gormley*

My Commission Expires: *April 30, 2022*



COMPARABLE VACANT LAND SALE NUMBER 4



Location:	825 S. Federal Highway Lake Worth, FL 33460
Folio No.	38-43-44-27-01-021-0140 38-43-44-27-01-021-0160
Recorded:	OR Book 31174 Page 1218
Grantor:	KBA Holdings, LLC
Grantee:	The Lord's Place, Inc
Date of Sale:	January 22, 2020
Consideration:	\$305,000
Type of Instrument:	Warranty Deed
Land Size:	20,251 square feet
Present Use:	Vacant

COMPARABLE IMPROVED SALE NUMBER 4 (CONTINUED)

Zoning: MU-FH, Mixed Use Federal Highway, City of Lake Worth Beach

Condition of Sale: Arm's-length

Price per Square Foot of Land Area: \$15.06/square foot

Comments: This is a vacant site, basically rectangular and located on the northwest corner of S. Federal Highway and 9th Avenue S. with frontage on both and an alley. Highway.

LATEST DEED

URL: 2020022801
OR BK 31174 PG 1218
RECORDED 01/22/2020 17:41:09
Palm Beach County, Florida
AMT 305,000.00
DEED DOC 2,135.00
Sharon R. Book
CLERK & COMPTROLLER
Pgs 1218-1219; (2Pgs)

This instrument is prepared by and
is to be returned to:

Kathleen Klein
499 Royal Palm Way, Suite 404
Palm Beach, FL 33480
Telephone: 561-655-6221

File Number: Asrami 825 2

WARRANTY DEED

THIS WARRANTY DEED is made this 21st day of January, 2020, between KBA Holdings, LLC, a Florida Limited Liability Company, whose post office address is 5717 Native Dancer Road S, Palm Beach Gardens, FL 33418 ("Grantor"), and The Lord's Place, Inc., a Florida Not for Profit Corporation, whose post office address is PO Box 3265, West Palm Beach, FL 33402 ("Grantee").

(Whenever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

WITNESSETH: Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations to Grantor in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, and sold to Grantee, and Grantee's heirs and assigns forever, certain real property located in Palm Beach County, Florida, described as follows:

Lots 14, 15 and 16 in Block 21, PALM BEACH FARMS COMPANY PLAT NO. 4 ADDITION NO. 1 TO THE TOWN OF LAKE WORTH, according to the Plat thereof, recorded in Plat Book 5, Page 6, of the Public Records of Palm Beach County, Florida.

Parcel Identification Number: 38-43-44-27-01-021-0140 and
Parcel Identification Number: 38-43-44-27-01-021-0160

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

Subject to all conditions, covenants, limitations, restrictions, reservations, and easements of record, if any, which are not reimposed hereby, taxes accruing subsequent to December 31, 2019, and zoning and/or restrictions and prohibitions imposed by any governmental or quasi-governmental authorities.

To Have and to Hold, the same in fee simple forever.

Page 1

Grantor hereby covenants with Grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; and that Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

KBA Holdings, LLC, a Florida limited liability company

By: [Signature]
Kabir Asrani, Manager

[Signature]
Witness Name: Quinn Parrish

[Signature]
Witness Name: Deborah J. Bates

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged, sworn to and subscribed before me by means of physical presence or online notarization, this 17th day of January, 2020 by Kabir Asrani, Manager of KBA Holdings, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or has produced Florida Driver's License as identification.

[Notary Seal]

[Signature]
Notary Public, State of Florida

Printed Name: Deborah J. Bates

My Commission Expires: May 22, 2022



COMPARABLE VACANT LAND SALE NUMBER 5



Location:	1831 N Dixie Highway Lake Worth, FL 33460
Folio No.	38-43-44-27-16-06-012-0011
Recorded:	OR Book 33172 Page 0925
Grantor:	Abellon, P.A.
Grantee:	1831 Dixie Highway, LLC
Date of Sale:	December 28, 2021
Consideration:	\$365,000
Type of Instrument:	Warranty Deed
Land Size:	18,874 square feet
Present Use:	Vacant

COMPARABLE IMPROVED SALE NUMBER 5 (CONTINUED)

Zoning:	MU-Dixie, Mixed Use Dixie Highway, City of Lake Worth Beach
Condition of Sale:	Arm's-length
Price per Square Foot of Land Area:	\$19.34/square foot
Comments:	This is a vacant corner site, basically rectangular and located on the southwest corner of N. Dixie Highway and 19 th Avenue N. with frontage on both streets.

LATEST DEED



CFN 20210588277
OR BK 33172 PG 0925
RECORDED 12/29/2021 11:00:39
AMT 365,000.00
Doc Stamp 2,335.00
Palm Beach County, Florida
Joseph Abruzzo, Clerk
Pgs 0925 - 927; (3pgs)

THIS DEED WAS PREPARED BY:
BOULEVARD TITLE COMPANY
685 ROYAL PALM BEACH BLVD., SUITE 101
ROYAL PALM BEACH, FLORIDA 33411

County Parcel Identification Number: 38-43-44-16-06-012-0011

SPACE ABOVE THIS LINE FOR RECORDING DATA

THIS WARRANTY DEED, made this 28th day of December, 2021 by ABELLON, P.A., A FLORIDA CORPORATION, whose post office address is 6600 S. DIXIE HIGHWAY, SUITE 1, WEST PALM BEACH, FL 33405, hereinafter called the Grantor(s):

1831 DIXIE HIGHWAY LLC, A FLORIDA LIMITED LIABILITY COMPANY, whose post office address is 1608 EAST COMMERCIAL BLVD., FT. LAUDERDALE, FL 33334, hereinafter called the Grantee(s)

(Wherever used hereafter the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in PALM BEACH County, State of Florida, viz.:

SEE EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF

SUBJECT TO CONDITIONS, RESTRICTIONS, RESERVATIONS AND EASEMENTS OF RECORD.

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2021.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness #1 Signature

BRUCE E. GREENFIELD
Witness #1 Printed Name

Witness #2 Signature

JANET M. FOSTER
Witness #2 Printed Name

ABELLON, P.A., A FLORIDA CORPORATION

MARIA C. ABELLON, PRESIDENT

File No.: 21-104

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me, by means of (X) physical presence or () online notarization, this 28th day of December, 2021 by MARIA C. ABELLON, President of ABELLON, P.A., A FLORIDA CORPORATION, who is either () personally known to me or who (X) has produced a Florida Driver's License as identification.



Notary Public

My Commission Expires

SEAL

This is not a certified copy

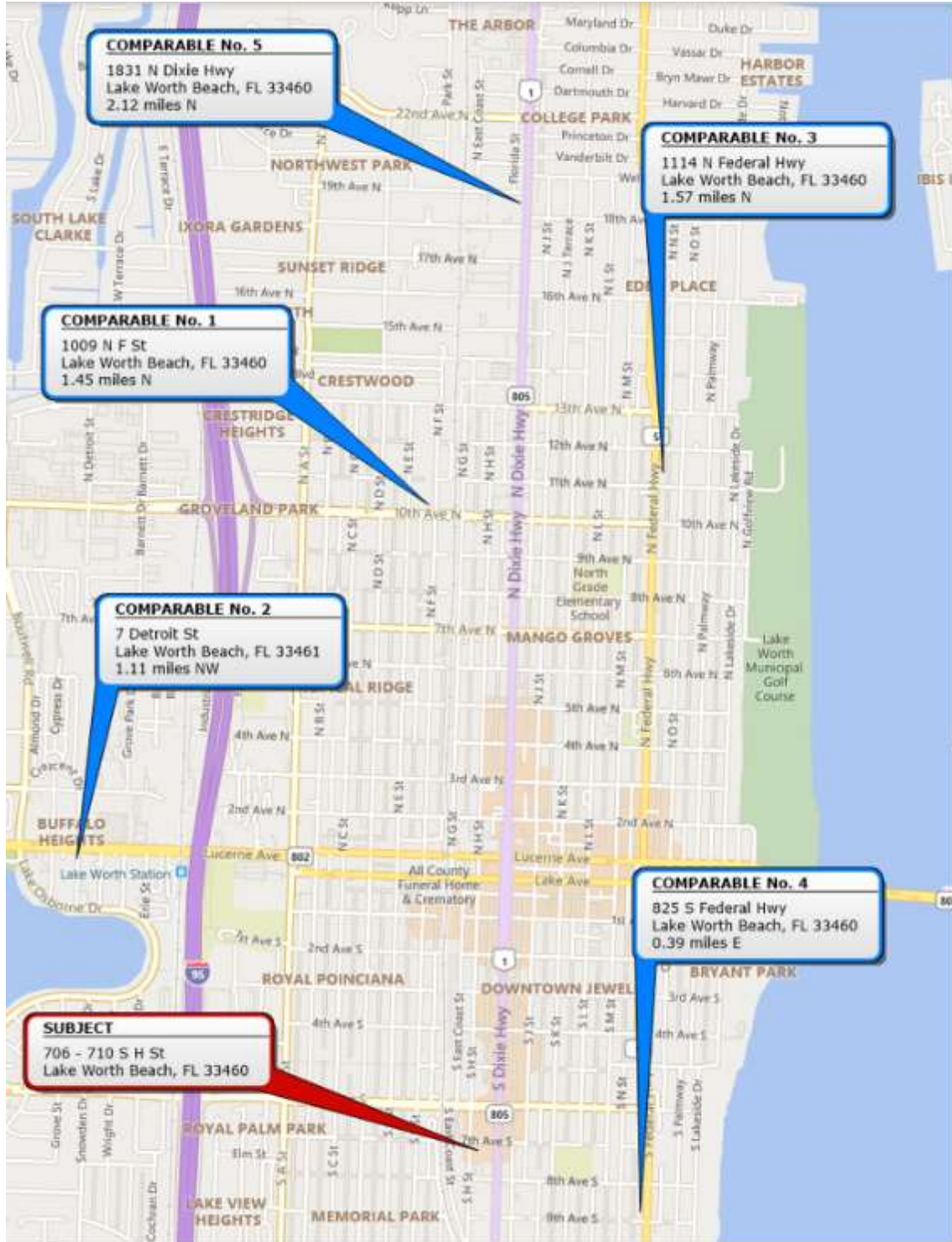
Exhibit "A"

Legal Description for File No.: 21-104

The East 170 Feet of Lot 1, Block B, Lake Worth Heights, according to the Plat thereof, on file in the Office of the Clerk of the Circuit Court, in and for Palm Beach County, Florida, recorded in Plat Book 7, Page 25, LESS and except the East 2.00 feet and less and except that portion more particularly described as follows:

Commence at the Northwest Corner of said Lot 1; thence South 89° 58' 09" East along the Northerly boundary line of said Lot 1, a distance of 165.00 Feet to the Point of Beginning; thence continue South 89° 58' 09" East along said Northerly boundary line, a distance of 7.30 Feet to a point on the Westerly existing Right-of-Way line for State Road 805 (Dixie Highway), said Westerly existing Right-of-Way line being 2.00 Feet Westerly of and parallel with the East line of said Lot 1; thence South 00° 00' 02" East along said Westerly existing Right-of-Way line and said parallel line, a distance of 7.30 Feet; thence North 44° 59' 05" West, a distance of 10.33 Feet to the Point of Beginning.

COMPARABLE VACANT LAND SALES LOCATION MAP



COMPARABLE VACANT LAND SALE TABLE

SALE NO.	DATE OF SALE	SALE PRICE	LOCATION	SIZE SF	PRICE SF	ZONING
1	8/5/2020	\$410,000	1009 N. F Street Lake Worth 33460	28,353	\$14.46	MU-East
2	10/23/2020	\$1,250,000	7 Detroit Street Lake Worth 33461	105,816	\$11.81	MU-West
3	4/12/2021	\$750,000	1114 N. Federal Highway Lake Worth 33460	40,511	\$18.51	MU-FH
4	1/22/2020	\$305,000	825 S. Federal Highway, Lake Worth 33460	20,251	\$15.06	MU-FH
5	12/28/2021	\$365,000	1831 N. Dixie Highway, Lake Worth, Fl. 33460	18,874	\$19.34	MU-Dixie
Subject			706-710 South H Street, Lake Worth Beach, Fl 33460	13,517		P - MU-Dixie

SALES COMPARISON APPROACH TO VALUE

MARKET DATA ANALYSIS

The Sales Comparison Approach to value entails the direct comparison of similar properties that have sold in the recent past. We have reviewed about twenty recent sales in the Lake Worth area and surrounding communities and have narrowed our sales to the five transactions located within the City of Lake Worth Beach and all are located within 2.12 miles of the subject property. The sales have all occurred within the prior 24 months.

We have reviewed the sales and considered adjustments based upon an analysis of the real property rights conveyed, the conditions of sale, differences in general market conditions (time), and physical differences between the sale properties and the subject property.

The sales sold in the time frame of January of 2020 to December of 2021. The date of value for this assignment is April 1, 2022. The sales all occurred in a similar time frame and market conditions. However, it was noted that the unit prices had increased on the two sales on Federal Highway with the 2020 sale at \$15.06 and the 2021 sale at \$18.51 per square foot of land area. The review of these sales leads us to conclude that Sales 1, 2 and 4 should be adjusted higher for the difference in time frame with Sale 5 the most recent sale. .

The subject property contains a total of 13,517 square feet of land area and the site was considered as vacant land. The comparable sales range in land size from 18,874 square feet to 105,816 square feet with the largest sale having the lowest unit sale price. Although the sales are larger than the subject, these were considered most applicable.

The zoning on Sale 5 (MU-Dixie) is the same as the subject property and all of the other sales have similar mixed-use zonings in other areas of Lake Worth. Our review of the sales did not indicate any market-based adjustments or trends for this difference in zoning.

All of the sales are located in close proximity to the subject property, and all are located within the City of Lake Worth Beach. The subject location is considered inferior for the location on H Street as opposed to the higher traffic locations on Dixie, Federal, and 10th Street with Sale 2 considered inferior in location, west of I-95.

SALES COMPARISON APPROACH TO VALUE (CONTINUED)

MARKET DATA ANALYSIS (Continued)

The following is a summary of our review of each of the sales:

Sale 1 is located on the corner of 10th Street North and F Street, just west of the railroad tracks and sold in August of 2020 for \$410,000 or \$14.46 per square foot of land area. This site was considered inferior overall and an adjustment upward for time was required.

Sale 2 is located just west of I-95 and was the largest site considered in our review. This sale was considered inferior for size and location being located just north of Lake Worth Road, near Boutwell Road. This property sold in October of 2020 for \$11.81 per square foot and was considered inferior overall.

Sale 3 is located further east on Federal Highway and had a MU-FH zoning and sold in April of 2021. This 40,511 square foot site sold for \$18.51 per square foot of land area and was considered to be slightly superior overall to the subject property.

Sale 4 is located to the southeast of the subject property on Federal Highway and sold for \$15.06 per square foot of land area. This was next to the smallest site reviewed and this site is larger than the subject property. This property had an MU-FH zoning and is the oldest sale occurring in January of 2020. This sale was considered inferior overall due to the date of sale.

Sale 5 is located to the north of the subject property on Dixie Highway and sold for \$19.34 per square foot of land area. This was the smallest site reviewed and although slightly larger, this was considered similar overall. This property had MU-Dixie zoning the same as the subject and is the most recent sale occurring in December of 2021. This sale was considered most similar due to the size and superior for the location on Dixie Highway.

In addition to these sales also reviewed two current contracts of lands in Lake Worth with similar MU zonings and these two properties had asking prices of \$18.66 and \$19.12 per square foot of land area . The actual sale price was not revealed to the appraiser, however, a unit sale price less than the asking price is still typical for vacant land parcels.

MARKET DATA ANALYSIS (CONTINUED)

Based on our overall review of the 5 sales, it was our opinion that the market value of the subject site would be in the range of Sales 3, 4 and 5 as Sales 1 and 2 were considered inferior overall. Based on the review of the sales, a value conclusion at \$16.00 per square foot of land area was considered applicable and is supported by the sales and current contracts in the area.

Therefore, the following indicates the market value for the subject property.

Land Size (Sq. Ft)		Indicated Unit Price (per Sq. Ft)		Indicated Value
13,517	X	\$16.00 per Sq. Ft	=	\$216,272
INDICATED MARKET VALUE OF SUBJECT				\$216,000

COMPARABLE IMPROVED SALE NUMBER 1



Location:	913 5 TH Ave S Lake Worth, FL 33460
Folio No.	38-43-44-21-15-175-0160
Recorded:	OR Book 2758 Page 583
Grantor:	Curtis L Dokken
Grantee:	501-507 S. Dixie Hwy LLC
Date of Sale:	July 30, 2021
Consideration:	\$250,000
Type of Instrument:	Warranty Deed
Land Size:	0.0775 Acres or 3,376 square feet
Present Use:	Improved

COMPARABLE IMPROVED NUMBER 1 (CONTINUED)

Building Size:	952 Square Feet Under Air
Unit Price:	\$262.61 per Square Foot
Land to Bldg. Ratio:	3.546:1
Zoning:	MU-Dixie, Mixed Use Dixie Highway, City of Lake Worth Beach
Condition of Sale:	Arm's-length
Price per Square Foot of Land Area:	\$68.01/square foot
Comments:	This is a corner site, basically rectangular and located on the northeast corner of S. H Street and 5 th Avenue S, with access frontage on to both.

LATEST DEED

Prepared by and return to:
ROBERT P. FRITTS

CITRUS TITLE INSURANCE AGENCY, INC.
5700 Lake Worth Road Suite 105
Lake Worth, FL 33463
561-964-5106
File Number: 21-148

CFN 20210366675
OR BK 32758 PG 0583
RECORDED 08/06/2021 10:59:36
AMT 250,000.00
Doc Stamp 1,750.00
Palm Beach County, Florida
Joseph Abruzzo, Clerk
Pss 0583 - 5841 (2pgs)

Parcel Identification No. 38-43-44-21-15-175-0160

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this 30 day of July, 2021 between Curtis L. Dokken , grantor*, and 501-507 S DIXIE HWY LLC, a Florida Limited Liability Company whose post office address is 151 Lucerna Drive, Hypoluxo, FL 33462 , grantee*,

Witnesseth that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Palm Beach County Florida, to-wit:

Lot 16, Block 175, The Palm Beach Farms Company Plat No. 2 Lucerne Townsite, according to the plat thereof as recorded in Plat Book 2, Page 29, Public Records of Palm Beach County, Florida.

Grantor warrants that at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of homestead property. Grantor's residence and homestead address is: 3304 Pebble Beach Drive, Lake Worth, FL 33467.

SUBJECT TO: Comprehensive land use plans, zoning, and other land use restrictions, prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on the Plat or otherwise common to the subdivision; outstanding oil, gas and mineral rights of record without right of entry, unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to rear and front lines and 7-1/2 feet in width as to side lines); none of the foregoing of which are reimposed hereby; and taxes for the year 2021 and subsequent years.

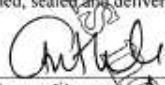
DoubleTime®

and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.


"Grantor" and "Grantee" are used for singular or plural, as context requires.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:


Witness Name: ANTONIA MUNK

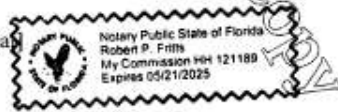
 (Seal)
CURTIS L. DOKKEN


Witness Name: ROBERT P. FRITTS

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 30th day of July, 2021 by CURTIS L. DOKKEN, who is personally known or has produced a driver's license as identification.

[Notary Seal]




Notary Public

Printed Name: _____

My Commission Expires: _____

COMPARABLE IMPROVED SALE NUMBER 2



Location: 524 S. F Street
Lake Worth, FL 33460

Folio No. 38-43-44-21-15-179-0040

Recorded: OR Book 32778 Page 0701

Grantor: Roseline Moyse

Grantee: Williane St. Preux

Date of Sale: July 28, 2021

Consideration: \$124,000

Type of Instrument: Warranty Deed

Land Size: .0775 Acres or 3,376 square feet

Present Use: Improved

COMPARABLE IMPROVED NUMBER 2 (CONTINUED)

Building Size:	1,007 Under Air
Unit Price:	\$123.14 per Square Foot
Land to Bldg. Ratio:	3.353:1
Zoning:	MU-E, Mixed Use East, City of Lake Worth Beach
Condition of Sale:	Arm's-length
Price per Square Foot of Land Area:	\$36.74/square foot
Comments:	This is an interior basically rectangular lot with access frontage on S. F Street and access frontage access to S. G Street.

LATEST DEED

CFN 20210377845
OR BK 32778 PG 701
RECORDED 08/13/2021 07:53:32
Palm Beach County, Florida
AMT 124,000.00
DEED DOC 868.00
Joseph Abruzzo
Clerk
Pgs 0701-0702; (2Pgs)

Prepared by and return to:
Erin Sherman
Boston National Title Agency, LLC
400 Bouser Road, Suite 500
Coryopolis, PA 15108

File Number: FL21138494

(Space Above This Line For Recording Data)

Warranty Deed

This Warranty Deed made this 28th day of July, 2021, between Roseline Moysé, a married woman, whose post office address is 4457 Aster Dr, Lake Worth, FL 33460, grantor, and Williane St Preux, a married woman, whose post office address is 1315 N K St, Lake Worth, FL 33460, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of One Hundred Twenty-Four Thousand Dollars and Zero Cents (\$124,000.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, obtained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Palm Beach County, Florida, to-wit:

The following described land, situate, lying and being in Palm Beach County, Florida, to-wit:

Lot 4, Block 179, The Palm Beach Farms Co. Plat No. 2 Townsite of Lucerne N/K/A Lake Worth, according to the map or plat thereof, as recorded in Plat Book 2, Page 29, of the Public Records of Palm Beach County, Florida.

Parcel Identification Number: 38-43-02-13-179-0040

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.


To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2020.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:


Roseline Moyse



Witness Name: JOHN ST GER

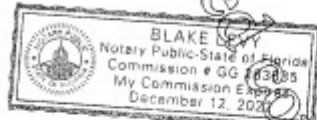

Witness Name: Blake Leary

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of physical presence or () online notarization this
29 day of July, 2021, by Roseline Moyse who is personally known
to me or has produced Drivers License as identification.

(NOTARIAL SEAL)


NOTARY PUBLIC, State of Florida



COMPARABLE IMPROVED SALE NUMBER 3



Location:	523 S. E Street Lake Worth, FL 33460
Folio No.	38-43-44-21-15-183-0270
Recorded:	OR Book 32646 Page 1519
Grantor:	TR The Taxman, Inc.
Grantee:	MM Lopez, Inc.
Date of Sale:	June 25, 2021
Consideration:	\$215,000
Type of Instrument:	Warranty Deed
Land Size:	.1705 Acres or 7,427 square feet
Present Use:	Vacant

COMPARABLE IMPROVED NUMBER 3 (CONTINUED)

Building Size:	971 Square Feet Under Air
Unit Price:	\$221.42 per Square Foot
Land to Bldg. Ratio:	7.649:1
Zoning:	MU-E, Mixed Use East, City of Lake Worth Beach
Condition of Sale:	Arm's-length
Price per Square Foot of Land Area:	\$221.42/square foot
Comments:	This is an interior lot, basically rectangular with frontage access on the west side of S. E Street and alley access.

LATEST DEED

CFN 20210308273
OR BK 32646 PG 1519
RECORDED 07/01/2021 15:10:06
Palm Beach County, Florida
AMT 215,000.00
DEED DOC 1,505.00
Joseph Abruzzo
Clerk
Pgs 1519-1520. (2Pgs)



Prepared by
Cristina Aguilera, an employee of
First American Title Insurance Company
3475 W Woodbright Road
Boca Raton, Florida 33436
(561) 967-3120

Return to: Grantee

File No.: 12672-2696923

WARRANTY DEED

THIS INDENTURE, executed on **June 25, 2021**, between

Simon 2014 LLC, a Florida limited liability company

whose mailing address is: c/o TR The Taxman, Inc. 9858 Clint Moore Road Suite C111-131, Boca Raton, FL 33496, hereinafter called the "grantor", and

MM Lopez, Inc., a Florida corporation

whose mailing address is: 523 S E St., Lake Worth Beach, FL 33460, hereinafter called the "grantee":

(Which terms "Grantor" and "Grantee" shall include singular or plural, corporation or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

WITNESSETH: The grantor, for and in consideration of the sum of \$10.00 and other good and valuable consideration, receipt whereof is hereby acknowledged, by these presents does grant, bargain, release, convey and confirms unto the grantee, their heirs and assigns, all that certain land situate in **Palm Beach County, FL**, to-wit:

All Of Lots 27, 28 And The North Five Feet Of Lot 29, In Block 183, In THE PALM BEACH FARMS CO. PLAT NO. 2. THE TOWNSITE OF LUCERNE (NOW KNOWN AS LAKE WORTH), Recorded In Plat Book 2, Pages 29-40, Inclusive, In The Office Of The Clerk Of The Circuit Court In And For Palm Beach County, Florida.

Parcel Identification Number: **38-43-44-21-15-183-0270**

Subject to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all

persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31st of 2020.

In Witness Whereof, the grantor has hereunto set their hand(s) and seal(s) the day and year first above written.

Simon 2014 LLC,
a Florida limited liability company

By: _____
Name: Sigalit Simon
Title: Member

Signed, sealed and delivered in our presence:

Witness Signature
MARIA GOITIA
Print Name

Witness Signature
Raman Coefri
Print Name

State of Florida
County of West Palm Beach

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, on JUNE 25, 2021, by Sigalit Simon, as Member and, as on behalf of Simon 2014 LLC, a Florida limited liability company, existing under the laws of the State of Florida.

Notary Public
MARIA GOITIA
(Printed Name)



MARIA GOITIA
Commission # GG 218030
Expires July 10, 2022
Guarded They Budget Notary Service

My Commission expires: 7/10/22

Personally Known OR Produced Identification
Type of Identification Produced a valid driver's license

(Notarial Seal)

THIS IS NOT A CERTIFIED COPY

COMPARABLE IMPROVED SALE NUMBER 4



Location:	726 S. D Street Lake Worth, FL 33460
Folio No.	38-43-44-21-15-231-0020
Recorded:	OR Book 32804 Page 1837
Grantor:	Joel Zwemer and Amy Zwemer
Grantee:	Richard A Poanco
Date of Sale:	August 16, 2021
Consideration:	\$245,000
Type of Instrument:	Warranty Deed
Land Size:	.1549 Acres or 6,747 square feet
Present Use:	Improved

COMPARABLE IMPROVED NUMBER 4 (CONTINUED)

Building Size:	780 Square Feet Under Air
Unit Price:	\$314.10 per Square Foot
Land to Bldg. Ratio:	8.650:1
Zoning:	SFR – Single Family Residential, City of Lake Worth Beach
Condition of Sale:	Arm’s-length
Price per Square Foot of Land Area:	\$36.31/square foot
Comments:	This is a vacant corner site, basically rectangular and located on the southwest corner of N. Dixie Highway and 19 th Avenue N. with frontage on both streets.

LATEST DEED



CFN 20210391957

OR BK 32804 PG 1837

RECORDED 08/23/2021 08:56:28

AMT 245,000.00

Doc Stamp 1,715.00

Palm Beach County, Florida

Joseph Abruzzo, Clerk

Pgs 1837 - 1838 (2pgs)

Prepared by and return to:
Thomas D. Rielly, Esq.
Thomas D. Rielly, P.A.
200 Butler Street, Suite 207
West Palm Beach, FL 33407

Parcel Identification Number: 38-43-44-21-15-231-0020

Warranty Deed

This Warranty Deed, made this 16th day of August, 2021, between **Joel Zwemer and Amy Zwemer**, husband and wife, herein the Grantor, whose post office address is 667 Tangelt Circle SW, Vero Beach, FL 32968, and **Richard A. Polanco**, a single man, and **Adelicia V. Villagaray**, a single woman, as joint tenants with right of survivorship, herein the Grantee, whose post office address is 726 S. D Street, Lake Worth Beach, FL 33460.

(Whenever used herein the terms Grantor and Grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth that said Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration to grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee and Grantee's heirs, successors and assigns forever, the following described land, situate lying and being in the County of **Palm Beach**, State of Florida to wit:

Lot 2, Block 231, The Palm Beach Farms Company Plat No. 2 Townsite of Lucerne n/k/a Lake Worth, according to the map or plat thereof as recorded in Plat Book 2, Page 29, Public Records of Palm Beach County, Florida.

Subject to current taxes and subsequent years, restrictions, limitations, reservations, easements or other matters of record, if any, but said reference shall not operate to reimpose the same. Together with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2020.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in our presence:

[Signature]
Witness
Printed Name: Sandra Herrera

[Signature]
Witness
Printed Name: Thomas D. Rully

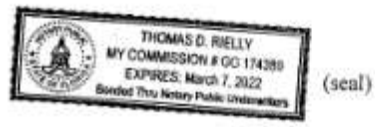
[Signature]
Joel Zwemer

[Signature]
Amy Zwemer

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me by (X) physical presence or () online notarization on this 16th day of August, 2021, by Joel Zwemer and Amy Zwemer, who is/are () personally known or who has/have (X) produced a Florida Driver's License as identification.

[Signature]
Notary Public
Printed Name: Thomas D. Rully
My Commission Expires:



COMPARABLE IMPROVED SALE NUMBER 5



Location: 905 S. F Street
Lake Worth, FL 33460

Folio No. 38-43-44-21-15-261-0100

Recorded: OR Book 32624 Page 1416

Grantor: Carmen Diaz

Grantee: Louisimene Pierre

Date of Sale: May 26, 2021

Consideration: \$220,000

Type of Instrument: Warranty Deed

Land Size: .1550 Acres or 6,752 square feet

Present Use: Improved

COMPARABLE IMPROVED NUMBER 5 (CONTINUED)

Building Size:	773 Square Feet Under Air
Unit Price:	\$284.61 per Square Foot
Land to Bldg. Ratio:	8.735:1
Zoning:	SFR -Single Family Residential, City of Lake Worth Beach
Condition of Sale:	Arm's-length
Price per Square Foot of Land Area:	\$32.58/square foot
Comments:	This is an interior basically rectangular site with frontage access to the west side of S. W Street and alley access.

LATEST DEED

CFN 20210296895
OR BK 32624 PG 1416
RECORDED 06/25/2021 08:55:23
Palm Beach County, Florida
AMT 220,000.00
DEED DOC 1,540.00
Joseph Abruzzo
Clerk
Pgs 1416-1417; (2Pgs)

Prepared By and Return To:
Partnership Title and Escrow, LLC
1663 S. Congress Avenue
West Palm Beach, FL 33406

Order No.: 21-1157P

Property Appraiser's Parcel I.D. (folio) Number:
38434421152610100

WARRANTY DEED

THIS WARRANTY DEED dated May 26, 2021, by Carmen Diaz, an unremarried widow, whose post office address is 3060 Congress Park Dr., Apt. 634, Lake Worth, Florida 33461 (the "Grantor"), to Louisimene Pierre, whose post office address is 905 S F Street, Lake Worth, Florida, 33460 (the "Grantee").

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten And No/100 Dollars (\$10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the Grantee, all that certain land situated in County of Palm Beach, State of Florida, viz:

Lot 10, Block 261, TOWNSITE OF LUCERNE, (NOW KNOWN AS LAKE WORTH) PALM BEACH FARMS COMPANY'S PLAT NO. 2, according to Plat thereof as recorded in Plat Book 2, Page 29 through 40, inclusive, of the Public Records of Palm Beach County, Florida.

Subject to easements, restrictions, reservations and limitations of record, if any.

TOGETHER with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining

TO HAVE AND TO HOLD the same in Fee Simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to: 12/31/2020.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

This is not a certified copy
Carmen Diaz

[Signature]
Witness Signature

VIVIAN BAEZ

Printed Name of First Witness

Grantor Address:
3060 Congress Park Dr., Apt. 634
Lake Worth, FL 33461

[Signature]
Witness Signature

Guadalupe L. Carque
Printed Name of Second Witness

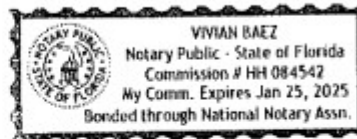
STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was executed and acknowledged before me by means of Physical Presence or Online Notarization on 5/26/21, by Carmen Diaz.

Personally known _____
or Produced Identification _____
Type of Identification Produced A.I.C.

[Signature]
Notary Public
Print Name:
My Commission Expires:



COMPARABLE IMPROVED SALE NUMBER 6



Location:	801 S. F Street Lake Worth, FL 33460
Folio No.	38-43-44-21-15-247-0090
Recorded:	OR Book 33314 Page 998
Grantor:	Abellon, P.A.
Grantee:	1831 Dixie Highway, LLC
Date of Sale:	March 11 2022
Consideration:	\$270,000
Type of Instrument:	Warranty Deed
Land Size:	.1550 Acres of 6,752 Square Feet
Present Use:	Improved

COMPARABLE IMPROVED NUMBER 6 (CONTINUED)

Building Size:	850 Square Feet Under Air
Unit Price:	\$317.64 per Square Foot
Land to Bldg. Ratio:	7.943:1
Zoning:	SFR – Single Family Residential, City of Lake Worth Beach
Condition of Sale:	Arm’s-length
Price per Square Foot of Land Area:	\$39.99/square foot
Comments:	This is an improved corner site, basically rectangular with access frontage to S. F Street to the east, access frontage to the north on 8 th Avenue S and alley access.

LATEST DEED

CFN 20220072682
OR BK 33314 PG 998
RECORDED 02/15/2022 13:52:38
Palm Beach County, Florida
AMT 270,000.00
DEED DOC 1,890.00
Joseph Abruzzo
Clerk
Pgs 0998-1000; (3Pgs)

PREPARED BY & RETURN TO:

Name: N. Dixon, an employee of
Phoenix Land Title & Escrow, Inc.
Address: 701 Promenade Drive
Suite 203
Pembroke Pines, FL 33026
File No. 22-01-6248
Parcel No.: 38-43-44-21-15-247-0090

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

This **WARRANTY DEED**, made the 2 day of **February, 2022**, by **OWEN FLYNN, A SINGLE MAN,** and **IVY GENTLES, A SINGLE WOMAN,** hereinafter called the Grantors, to **TRACY DEAN, A SINGLE WOMAN,** whose post office address is 301 SOUTH F STREET, LAKE WORTH, FL 33460, hereinafter called the Grantee:

WITNESSETH: That the Grantors, for and in consideration of the sum of \$10.00 and other valuable consideration, receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee all that certain land situated in County of Palm Beach, State of Florida, viz:

LOT 9, BLOCK 247, THE PALM BEACH FARMS COMPANY PLAT NO. 2, LUCERNE TOWNSITE NKA LAKE WORTH, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 29 THROUGH 40, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH, COUNTY, FLORIDA.

TOGETHER WITH all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

SUBJECT TO TAXES FOR THE YEAR 2022 AND SUBSEQUENT YEARS, RESTRICTIONS, RESERVATIONS, COVENANTS AND EASEMENTS OF RECORD, IF ANY.

TO HAVE AND TO HOLD the same in fee simple forever.

And the Grantors hereby covenant with the Grantee that the Grantors are lawfully seized of said land in fee simple, that the Grantors have good right and lawful authority to sell and convey said land and that the Grantors hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever. Grantors further warrant that said land is free of all encumbrances, except as noted herein and except taxes accruing subsequent to December 31, 2021.

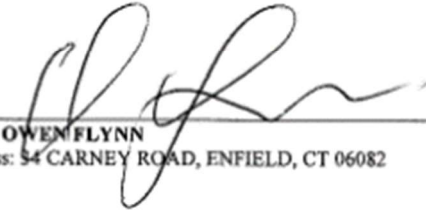
Page 2 of 3
OWEN FLYNN & IVY GENTLES
Warranty Deed Continued

IN WITNESS WHEREOF, the said Grantors have signed and sealed these presents, the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness Signature
Printed Name: Pierre Augustin

Witness Signature
Printed Name: Mathieu Moise


Name: **OWEN FLYNN** L.S.
Address: 54 CARNEY ROAD, ENFIELD, CT 06082

STATE OF **FLORIDA**
COUNTY OF Falm Beach

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 2 day of February, 2022, by **OWEN FLYNN**, who [] is personally known to me or who have produced FL DC as identification.




Signature of Notary
Printed Name:
My commission expires:

Page 3 of 5
OWEN LYNN & IVY GENTLES
Warranty Deed Continued

IN WITNESS WHEREOF, the said Grantors have signed and sealed these presents, the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]
Witness Signature
Printed Name: Frehiwot Endale

[Signature] L.S.
Name: **IVY GENTLES**
Address: 1637 WHITEHALL DRIVE, SILVER SPRING, MD
20904

[Signature]
Witness Signature
Printed Name: Mani Gregory

STATE OF Maryland
COUNTY OF Montgomery

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 2 day of **February, 2022**, by **IVY GENTLES**, who [] is personally known to me or who have produced Maryland Driver's License as identification.



[Signature]
Signature of Notary
Printed Name: Daniel Alexander Joya-Iglesias
My commission expires: 05/14/2025

This is not a Certified Copy

COMPARABLE IMPROVED SALE NUMBER 7



Location: 615 S. F Street
Lake Worth, FL 33460

Folio No. 38-43-44-21-15-199-0120

Recorded: OR Book 33190 Page 1675

Grantor: Jason Hasson

Grantee: Thomas J. Kline and Cynthia E. Kline

Date of Sale: December 9, 2021

Consideration: \$370,000

Type of Instrument: Warranty Deed

Land Size: .1550 Acres or 6,752 square feet

Present Use: Improved

COMPARABLE IMPROVED NUMBER 7 (CONTINUED)

Building Size:	1,354 Square Feet
Unit Price:	\$273.26
Land to Bldg. Ratio:	4.987:1
Zoning:	MU-E, Mixed Use East, City of Lake Worth Beach
Condition of Sale:	Arm's-length
Price per Square Foot of Land Area:	\$54.80/square foot
Comments:	This is an interior site, basically rectangular with frontage access to the west side of S. F Street and alley access.

LATEST DEED

CFN 20220005283
OR BK 33190 PG 1675
RECORDED 01/06/2022 08:36:58
Palm Beach County, Florida
AMT 370,000.00
DEED DOC 2,590.00
Joseph Abruzzo
Clerk
Pgs 1675-1676; (2Pgs)

Prepared by:
Elena Dominguez
HomePartners Title Services LLC
1535 Three Village Road
Weston, FL 33326

Return to:
HomePartners Title Services LLC
Elena Dominguez
1535 Three Village Road
Weston, FL 33326

Incident to the issuance of a title insurance commitment.

Tax ID: 38-43-44-21-15-199-0120

File Number: 190-23222

(Space Above This Line For Recording Data)

Warranty Deed

This Warranty Deed made this 9th day of December, 2021, between

Jason Hasson, a single man
whose post office address is 6552 Westview Drive, Lake Worth, FL 33462, grantor,
and

Thomas J. Kline and Cynthia E. Kline, husband and wife
whose post office address is 615 S F Street, Lake Worth, FL 33460, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in the Palm Beach County, Florida, to-wit:

Lot 12, Block 199, The Palm Beach Farms Co., Plat No. 2, The Townsite of Lucerne n/k/a Lake Worth, according to the map or plat thereof, as recorded in Plat Book 2, Page(s) 29 through 40, inclusive, of the Public Records of Palm Beach County, Florida.

Parcel Identification Number: 38-43-44-21-15-199-0120

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all

encumbrances, except taxes for the year of closing and subsequent years, restrictions, reservations, covenants and easements of record, if any.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

[Signature]
Witness Signature
Printed Name: PATRICK M. SHEEHAN

[Signature]
Jason Hasson

[Signature]
Witness Signature
Printed Name: LENA SUSSMAN PA

State of Florida
County of Palm Beach

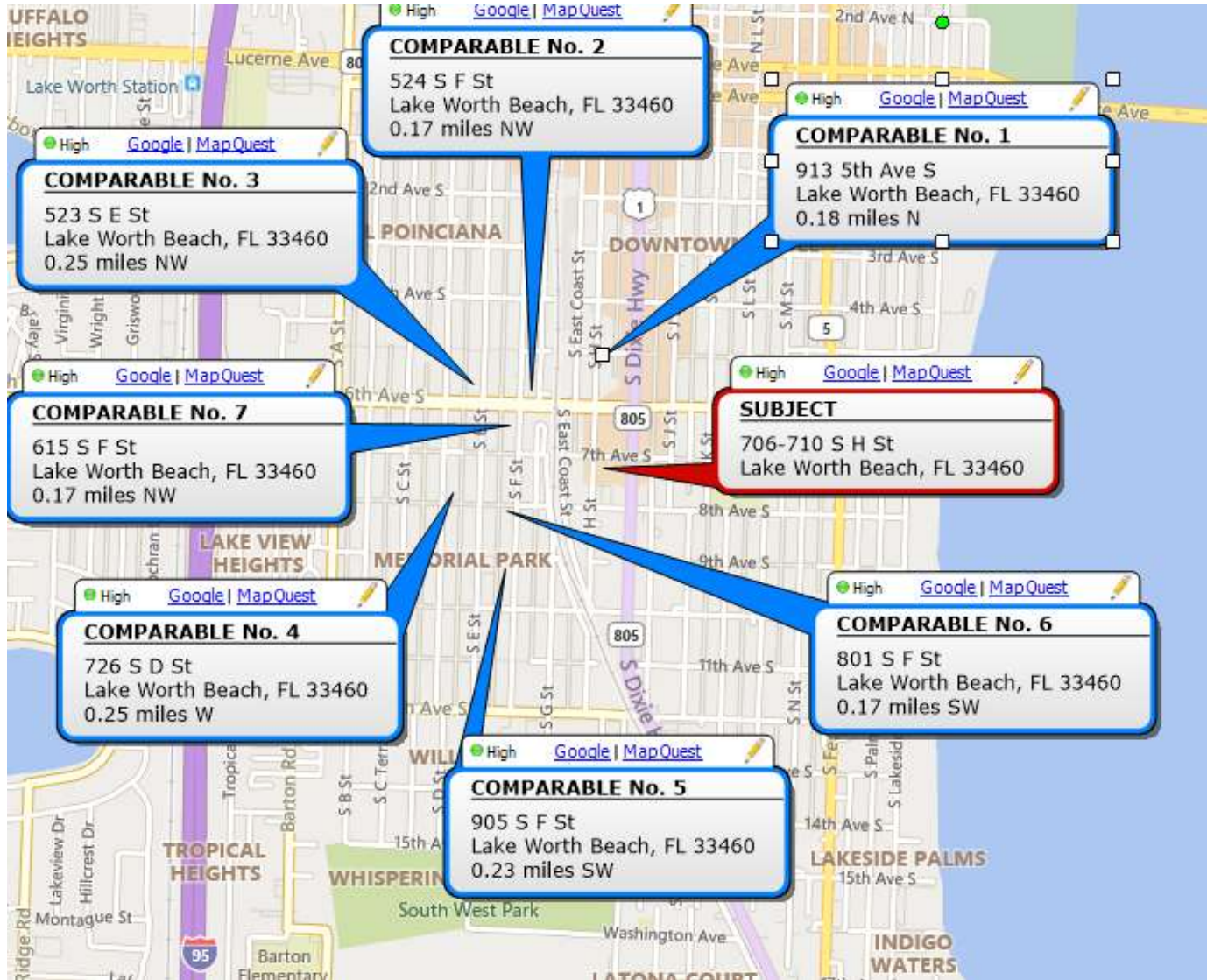
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 2 day of December, 2021, by Jason Hasson, a single man, who is personally known to me or has produced [Signature] as identification.

[Signature]
NOTARY PUBLIC
Printed Name: _____
My Commission Expires: _____



a certified copy

COMPARABLE IMPROVED SALE LOCATION MAP



COMPARABLE IMPROVED SALES TABLE

Sale	Sale Date	Sale Price	Address	Site Size Square Feet	Land Price per SF	Under Air SF	Building Unit price per SF	land to Bldg. Ratio	Zoning
1	7/30/2021	\$250,000	913 5th Ave. S. Lake Worth, Fl. 33460	3,376	\$74.05	952	\$262.61	3.546	MU-Dixie
2	7/28/2021	\$124,000	524 S. F Street, Lake Worth, Fl. 33460	3,376	\$36.73	1,007	\$123.14	3.352	MU-E
3	6/25/2021	\$215,000	523 S. E Street, Lake Worth, Fl. 33460	7,427	\$28.95	971	\$221.42	7.649	MU-E
4	8/16/2021	\$245,000	726 S. D Street, Lake Worth, Fl. 33460	6,747	\$36.31	780	\$314.10	8.651	SFR
5	5/26/2021	\$220,000	905 S. F Street, Lake Worth, Fl. 33460	6,752	\$32.58	773	\$284.61	8.735	SFR
6	2/2/2022	\$270,000	801 S. F Street, Lake Worth, Fl. 33460	6,752	\$39.99	850	\$317.65	7.943	SFR
7	12/9/2021	\$370,000	615 S. F Street Lake Worth, Fl. 33460	6,752	\$54.80	1,354	\$273.26	4.987	MU-E
			Subject						
			706 S. H Street, Lake Worth, 33460	6,756		1,104			P - MU-Dixie
			710 S. H Street, Lake Worth, Fl. 33460	6,761		774			P - MU-Dixie
			Totals	13,517		1,878			

SALES COMPARISON APPROACH TO VALUE

MARKET DATA ANALYSIS

The Sales Comparison Approach to value entails the direct comparison of similar properties that have sold in the recent past. We have reviewed about twenty recent sales in the Lake Worth area and surrounding communities and have narrowed our sales to the seven transactions located within the City of Lake Worth Beach and all are located within .25 miles of the subject property. The sales have all occurred within the prior 12 months.

We have reviewed the sales and considered adjustments based upon an analysis of the real property rights conveyed, the conditions of sale, differences in general market conditions (time), and physical differences between the sale properties and the subject property.

The sales sold in the time frame of May of 2021 to February of 2022. The date of value for this assignment is April 1, 2022. The sales all occurred in a similar time frame and market conditions. The comparable sales range in air-conditioned building size from 773 square feet to 1,354 square feet. The building unit unadjusted prices ranged from a low of \$123.14 per square foot to a high of \$317.65 per square foot.

The subject property contains a total of 13,517 square feet of land area and the site was improved with two single family residences containing 1,104 square feet and 774 square feet of building area. The comparable sales range in land size from 3,376 square feet to 7,427 square feet.

The zoning on Sale 1 (MU-Dixie) had the same as the subject property and all of the other sales have similar MU-E, Mixed Use -East or SFR, Single-Family Residential zonings in similar areas of Lake Worth. Our review of the sales did not indicate any market-based adjustments or trends for this difference in zoning.

All of the sales are located within .25 miles to the subject property, and all are located within the City of Lake Worth Beach and considered similar to the subject location on H Street.

SALES COMPARISON APPROACH TO VALUE (CONTINUED)

MARKET DATA ANALYSIS (Continued)

The following is a summary of our review of each of the sales:

Sale 1 is located on the corner of 5th Avenue South and S. H Street and has 3,376 square feet of land. It sold in July of 2021 for \$250,000 or \$74.05 per square foot of land area and \$262.61 per square foot of air-conditioned building area. This property is zoned MU-Dixie or the same as the subject.

Sale 2 is an interior lot located on the east side of S. F Street, has alley access to the rear of the property and has 3,376 square feet of land. This property sold in July of 2021 for \$124,000 or \$36.73 per square foot of land area and \$123.14 per square foot of air-conditioned building area. This property is zoned MU-E similar to the subject.

Sale 3 is an interior lot located on the west side of S. E Street, has alley access to the rear of the property and is the largest site with 7,427 square feet of land. This property sold in June of 2021 for \$215,000 or \$28.95 per square foot of land area and \$221.42 per square foot of air-conditioned building area. This property is zoned MU-E similar to the subject.

Sale 4 is an interior lot located on the east side of S. D Street, has alley access to the rear of the property and has 6,747 square feet of land. This property sold in August of 2021 for \$245,000 or \$36.31 per square foot of land area and \$314.10 per square foot of air-conditioned building area.

Sale 5 is an interior lot located on the west side of S. F Street, has alley access to the rear of the property and has 6,752 square feet of land. This property sold in May of 2021 for \$220,000 or \$32.58 per square foot of land area and \$284.61 per square foot of air-conditioned building area.

Sale 6 is a corner lot located on the southwest corner of 8th Avenue S. and S. F Street, has alley access to the rear of the property and has 6,752 square feet of land. This property sold in February of 2022 for \$270,000 or \$39.99 per square foot of land area and \$317.65 per square foot of air-conditioned building area.

Sale 7 is an interior lot located on the west side of S. F Street, has alley access to the rear of the property and has 6,752 square feet of land. This property sold in December of 2021 for \$370,000 or \$54.80 per square foot of land area and \$273.26 per square foot of air-conditioned building area. This property is zoned MU-E similar to the subject.

MARKET DATA ANALYSIS (CONTINUED)

Based on our overall review of the seven (7) sales, it was our opinion that the market value of the subject site would be in the range of Sales 1, 2, 3, and 7. Sales 4, 5 and 6 were considered superior overall. Based on the size of each of the comparable sales as well as the subject building sizes, a different unit sale price for each property was considered applicable. Based on the review of the sales, a value conclusion at \$220.00 per square foot of building area for 706 S. H. Street was considered applicable and \$250.00 per square foot for 710 S. H Street is supported by the sales data.

Therefore, the following indicates the market value for the subject property.

706 S. H Street - 38-43-44-21-15-223-0070

Bldg. Size Under Air (Sq. Ft)		Indicated Unit Price (per Sq. Ft)		Indicated Value
1,104	X	\$220.00 per Sq. Ft	=	\$242,880
INDICATED MARKET VALUE OF SUBJECT				\$243,000

710 S. H Street 38-43-44-21-15-223-0060

Bldg. Size Under Air (Sq. Ft)		Indicated Unit Price (per Sq. Ft)		Indicated Value
774	X	\$250.00 per Sq. Ft	=	\$193,500
INDICATED MARKET VALUE OF SUBJECT				\$193,500

RECONCILIATION

We have considered the Sales Comparison, Cost, and Income Approaches to value in this assignment. The Cost and Income Approaches were not considered applicable due to our review of the motivations of the buyers for this type of property. Based upon the quantity and quality of the market data, i.e., the comparable sales, it is our opinion that the Sales Comparison Approach to Value is the most reliable indicator of the value of the subject property (land only). The use of the Sales Comparison Approach to Value allowed us the opportunity to review the value of the property considering the unit sale price per square foot of land area. Considering the subject and surrounding uses, the review of the unit sale price and overall sale prices of the comparables was considered most applicable and the sales considered, in our opinion, reflect the market value of the subject property land only.

The Sales Comparison Approach was utilized for the market value of the property as improved and was considered the most applicable method of valuation for the subject homes. A market value of \$248,000 and \$193,500 for the two homes was considered applicable as noted below.

Based upon review of the market data and our analysis, it is our opinion that the market value of the subject property based on our estimation of the highest and best use of the property as indicated in this report, as of April 1, 2022, is:

VALUE OF SUBJECT PROPERTY AS IMPROVED

706 S. H Street

**TWO HUNDRED FORTY-THREE THOUSAND DOLLARS
(\$243,000)**

710 S. H Street

**ONE HUNDRED NINETY-THREE THOUSAND FIVE HUNDRED DOLLARS
(\$193,500)**

Based upon review of the market data and our analysis, it is our opinion that the market value of the subject property, as vacant land, as of April 1, 2022, is:

VALUE OF SUBJECT PROPERTY VACANT

**TWO HUNDRED SIXTEEN THOUSAND DOLLARS
(\$216,000)**

ADDENDUM

**PHOTOGRAPHS
OF
SUBJECT PROPERTY**



View looking easterly of 706-710 South H Street



View looking southeasterly of 706 South H Street



View of 706 S. H Street property looking easterly



View of front yard and driveway 706 S. H Street property looking southeasterly



Zoning notice signage on 706 S. H Street, Project # 21-01300002



View of 710 S. H Street property looking easterly



View looking northeasterly of 710 South H Street frontage



Street view looking northerly on South H Street with subject on right



Street view looking southerly on South H Street with subject on left

FLOOD ZONE MAP



SUBJECT PROPERTY MOST RECENT DEEDS
38-43-44-21-15-223-0070



CFN 20190182330
 OR BK 30623 PG 1607
 RECORDED 05/20/2019 16:24:13
 AMT 140,800.00
 Doc Stamp 980.00
 Palm Beach County, Florida
 Sharon R. Bock-CLERK & COMPTROLLER
 Pg 16071 (199)

WARRANTY DEED
 INDIVIDUAL TO INDIVIDUAL
 Return to: (enclose self-addressed stamped envelope)
 Name: Florida Direct Title, Inc.
 Attn: Corvita O'Donnell
 Address: 1380 N Federal Hwy Ste 107, Boca Raton, Florida 33432
 The Instrument Prepared by:
 Name: Corvita O'Donnell
 Address: 1380 N Federal Hwy Ste 107, Boca Raton, Florida 33432
 File Number: PBR-1902-1032
 Property Appraisal Parcel Identification
 File Number(s): 38-43-44-21-15-223-0070

SPACE ABOVE THIS LINE FOR PROCESSING DATA _____ SPACE ABOVE THIS LINE FOR RECORDING DATA _____

This Warranty Deed, Made and executed the 15th day of May, 2019, by **Dean Biernat, a Married Man**, whose post office address is **11 Loggerhead Lane, Tequesta, FL 33469**, hereinafter called the **Grantor**, to **Dixie Capital Partners, LLC, a Florida Limited Liability Company**, whose post office address is **28-21 Astoria Blvd. PHS, Astoria, NY 11102**, hereinafter called the **Grantee**.
 (Whenever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, that the Grantor, for and in consideration of the sum of **\$10.00 (Ten and 00/100 Dollars)** and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, alien, remises, releases, conveys and confirms unto the Grantee, all that certain land, situate in **Palm Beach County, State of Florida**, viz:

Lot 7, Block 223, The Palm Beach Farms Co. Plat No. 2, The Townsite of Lucerne (now known as Lake Worth, according to the map or plat thereof, recorded in Plat Book 2, Page(s) 29 through 40, Public Records of Palm Beach County, Florida.

Grantor herein affirms that subject property is not his nor his spouse's homestead and that their homestead address is noted above.

Together, with all the tenements, appurtenances and appurtenances thereto belonging or in anywise appertaining. To Have and to Hold, the same in fee simple forever.

And the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2018.

In Witness Whereof, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, dated and delivered in the presence of:

 Witness Signature

Signature
Dean Biernat
 Printed Name

Print Name

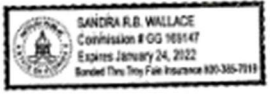
Witness Signature

Print Name

STATE OF FLORIDA)
 COUNTY OF PALM BEACH)

This foregoing instrument was acknowledged before me this 15th day of May, 2019, by **Dean Biernat, a Married Man**. (Check one.) Said person(s) is/are personally known to me. Said person(s) provided the following type of identification:

NOTARY RUBBER STAMP SEAL



Notary Signature
 Print Name **SANDRA R.B. WALLACE**

38-43-44-21-15-223-0060

CFN 20190267350
OR BK 30764 PG 1711
RECORDED 07/22/2019 12:45:23
Palm Beach County, Florida
AMT 132,000.00
DEED DOC 624.00
Sharon R. Book
CLERK & COMPTROLLER
Pg 1711; (1Pgs)

WARRANTY DEED
INDIVIDUAL TO INDIVIDUAL
Return to: (enclose self-addressed stamped envelope)
Name: Florida Street Title, Inc.
Attn: Candace O'Donnell
Address: 3300 N Federal Hwy Ste 117, Boca Raton, Florida 33432
This instrument prepared by:
Name: Candace O'Donnell
Address: 3300 N Federal Hwy Ste 117, Boca Raton, Florida 33432
File Number: PUB-4902-5023
Property Appraiser Parcel Identification
File Number(s): 38-43-44-21-15-223-0060

SPACE ABOVE THIS LINE FOR PROCESSING DATA SPACE ABOVE THIS LINE FOR RECORDING DATA

This Warranty Deed, Made and executed the 19th day of July 2019, by Dean Biernat, a Married Man, whose post office address is 11 Loggerhead Lane, Jupiter, FL 33469-1558, hereinafter called the Grantor, to Dixie Capital Partners LLC, whose post office address is 28-21 Astoria Blvd. PHS, Astoria, NY 11102, hereinafter called the Grantee.

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires)

Witnesseth, That the Grantor, for and in consideration of the sum of \$10.00 (Ten and 00/100 Dollars) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land, situate in Palm Beach County, State of Florida, viz:

Lot 6, Block 223, The Palm Beach Farms Co. Plat No. 2, the Townsite of Lucerne, now known as Lake Worth, according to the map or plat thereof, recorded in Plat Book 2, Page(s) 29 through 40, Public Records of Palm Beach County, Florida.

Grantor herein affirms that subject property is not his nor his spouse's homestead and that their homestead address is noted above.

Together, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. To Have and to Hold, the same in fee simple forever.

And the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2018.

In Witness Whereof, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Sandra R. Wallace
Witness Signature

SANDRA R. WALLACE
Print Name

[Signature]
Witness Signature

[Signature]
Print Name

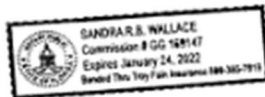
[Signature]
Signature

Dean Biernat
Printed Name

STATE OF FLORIDA
COUNTY OF PALM BEACH

This foregoing instrument was acknowledged before me this 19th day of July, 2019, by Dean Biernat, a Married Man. (Check one) Said person(s) is/are personally known to me. Said person(s) provided the following type of identification:

NOTARY RUBBER STAMP SEAL



Sandra R. Wallace
Notary Signature

Print Name SANDRA R. WALLACE

ZONING CODE

2/6/22, 12:07 PM

Lake Worth Beach, FL Code of Ordinances

Sec. 23.3-17. - MU-DH—Mixed Use-Dixie Highway.

- a) *Intent.* The MU-DH mixed use - Dixie Highway district is designed for Dixie Highway, Lake Worth's commercial spine. The MU-DH district is intended to provide the establishment and expansion of a broad range of office and commercial uses, including higher density residential use. Certain commercial uses are not permitted in the district because they will be detrimental to the shopping or office functions of the area. The establishment of certain uses is subject to conditional use review to ensure they will not have a negative impact on nearby residential uses or on the commercial viability of their neighbors. The district implements in part the downtown mixed use land use category of the Lake Worth Comprehensive Plan.
- b) *Use restrictions and development regulations for residential uses in the MU-DH district.* Multiple-family residential uses, excluding single-family and two-family uses, may be established and expanded in the MU-DH district subject to the provisions of [section 23.3-10](#) for uses on the east side of Dixie Highway and [section 23.3-11](#) for uses on the west side of Dixie Highway. Provided however that residential uses shall not be permitted at the ground floor of any building fronting on Dixie Highway.
1. Minimum living area shall be as follows:
 - A. Efficiency units: Four hundred (400) square feet.
 - B. One-bedroom units: Six hundred (600) square feet.
 - C. Two-bedroom units: Seven hundred fifty (750) square feet.
 - D. Three-bedroom units: Nine hundred (900) square feet.
 - E. Four-bedroom units: One thousand three hundred fifty (1,350) square feet.
- c) *Use restrictions for nonresidential uses in the MU-DH district.* Refer to the permitted use table at [section 23.3-6](#) for a complete list of uses.
1. *Principal nonresidential uses permitted by right.*
 - A. Commercial - low intensity.
 - B. Office - low intensity.
 - C. Low intensity retail uses - low intensity.
 - D. Personal services uses - low intensity.
 - E. Cultural and artisanal arts uses - low intensity.
 - F. Institutional uses - low intensity.
 - G. Automotive vehicular - low intensity.
 - H. Eating and drinking establishments without drive through facilities.
 - I. Essential services.
 - J. Mixed use developments between major intersections.
 - K. Stand alone commercial uses within one (1) block of major intersections. The major intersections in this district are 10th Avenue North, 5th Avenue south and 12th Avenue south.
 2. *Principal uses permitted as either administrative or conditional uses.*
 - A. Commercial - medium to high intensity.
 - B. Office - medium to high intensity.
 - C. Low intensity retail uses - medium to high intensity.

- D. Personal services uses - medium to high intensity.
- E. Cultural and artisanal arts uses - medium to high intensity.
- F. Institutional uses - medium to high intensity.
- G. Automotive vehicular - medium to high intensity.
- H. Open air retail operations.
- I. Parking facilities.
- J. Places of worship (see [Article 4](#), Development Standards).
- K. Hotels and motels, subject to the following requirement: Each guest room and bath unit shall have a minimum area of two hundred fifty (250) square feet measured from the interior face of the exterior walls and the interior face of the demising walls of the unit.

3. *Accessory uses permitted by right.*

- A. Home occupations.
- B. Any use accessory to and customarily incidental to a principal use permitted by right.

4. *Accessory uses permitted as either administrative or conditional uses.*

- A. Day care centers and nursery school uses accessory to places of worship.
- B. Restaurants accessory to motels.
- C. Establishments selling alcoholic beverages, whether for consumption on or off the premises, accessory to motels having accessory restaurants.
- D. Residential apartments as secondary uses in structures with office uses as primary uses.
- E. Any use accessory to and customarily incidental to a principal use permitted as either an administrative or conditional use.

d) *Development regulations for uses permitted by right.*

Lot Area	East side of Dixie Highway - 6,500 square feet with max density 1 du per each 2,175 square feet net lot area	
	West side of Dixie Highway - 13,000 square feet with max density 1 du per each 2,175 square feet net lot area	
	Max density 20 dwelling units per gross acre of 43,560 square feet, minimum of 2,175 square feet per unit.	
Lot Width	50 ft. on East side of Dixie Highway	
	100 ft. on West side of Dixie Highway	
Height	Primary	East side of Dixie Highway - 30 ft. (not to exceed 2 stories);
		*Additional 5 ft. of height under Sustainable Bonus Incentive Program (not to exceed 3 stories).

		<p>West side of Dixie Highway - 30 ft. (not to exceed 2 stories)</p> <p>*Additional 5 ft. of height under Sustainable Bonus Incentive Program (not to exceed 3 stories) for blocks adjacent to a single-family residential (SF-R) district.</p> <p>*Additional 15 ft. of height under Sustainable Bonus Incentive Program (not to exceed 4 stories) for blocks fronting both Dixie Highway and G Street or blocks adjacent to the artisanal industrial (AI) district.</p>
	Accessory	24 ft. (not to exceed 2 stories)
Setback	Front	10 ft. minimum not to exceed 22 ft.
	Rear	15 ft. or 10% of lot depth when next to residential zoning district. 10 ft. in general. 5 ft. for accessory structure
	Side	10 ft. on street and 0 ft. on interior lot.
		Roof overhangs shall not exceed more than 2 feet.
	Bonus Height and Stories	For all stories above the second story, both the front façade and rear façade must be set back an additional distance beyond the minimum.
A. Front façade for third story and above must have front setback of eight (8) to twelve (12) feet in addition to minimum.		
B. Rear façade for third floor and above must have rear setback of eight (8) to twelve (12) feet in addition to minimum.		
	C. Façades facing major thoroughfares must have setbacks of eight (8) to twelve (12) feet in addition to minimum for third story and above.	
Living Area	Single-Family	800 square feet first dwelling
		400 square feet second dwelling

	Multiple-Family	400 square feet Eff.
		600 square feet 1 BR
		750 square feet 2 BR
		900 square feet 3 BR
		1,350 square feet 4 BR
Accessory Structure Limitations	The total area for accessory structures is limited to 40% of the principal structure area or 1,000 square feet, whichever is less.	
Impermeable Surface Total	A. Small lot - 65%	
	B. Medium lot - 65%	
	C. Large lot - 65%	
Maximum Lot Coverage for all Buildings	A. Lots up to 4,999 square feet (small lot) - 55%	
	B. Lots 5,000 square feet to 7,499 square feet (medium lot) - 50%	
	C. Lots over 7,500 square feet (large lot) - 45%	
Maximum Wall Heights at Side Setback	30'-0" wall height at setback.	
	35'-0" wall height with sustainable incentive (east side of Dixie)	
	45'-0" for additional stories with sustainable incentive (west side of Dixie).	
Floor Area Ratio (FAR) Limitation	Maximum FAR is 1.5.	
	The FAR shall be 1.00 for lots up to 4,999 square feet; 0.95 for lots between 5,000 square feet and 7,499 square feet; and 0.90 for lots 7,500 square feet and greater.	
	An additional 0.50 of FAR shall be granted for Sustainable Bonus Incentive Program.	

1. *Minimum lot dimension:*
 - A. Minimum lot area:
 - (1) East side of Dixie Highway: Six thousand five hundred (6,500) square feet.
 - (2) West side of Dixie Highway: Thirteen thousand (13,000) square feet.
 - B. Minimum lot width:
 - (1) East side of Dixie Highway: Fifty (50) feet.
 - (2) West side of Dixie Highway: One hundred (100) feet.
2. *Maximum height of buildings:*
 - A. Principal building: Thirty (30) feet in height and not to exceed two (2) stories.
 - B. Additional five (5) feet in height shall be granted under the Sustainable Bonus Incentive Program (not to exceed three (3) stories) for lots on east side of Dixie and blocks on west side of Dixie abutting residential zoning districts.
 - C. Additional fifteen (15) feet in height shall be granted under the Sustainable Bonus Incentive Program (not to exceed four (4) stories) for blocks on west side of Dixie and abutting the artisanal industrial (AI) zoning district or fronting both Dixie Highway and the Florida East Coast Railroad (FEC) tracks (G Street).
 - D. Garages and other accessory buildings: Twenty-four (24) feet.
3. *Build-to lines:*
 - A. Front build-to line:
 - (1) From Dixie Highway (SR 805) right-of-way lines: Ten (10) feet.
 - (2) From all other thoroughfare right-of-way lines: Ten (10) feet.
 - (3) Front setback can be increased by eight (8), ten (10) or twelve (12) feet if the building provides an open arcade or public plaza.
 - B. Minimum side setback:
 - (1) From street side lot line: Ten (10) feet.
 - (2) From interior side lot line: None.
 - (3) Street side setback can be increased by eight (8), ten (10) or twelve (12) feet if the building is provided an open arcade or public plaza.
 - (4) Roof overhangs shall not exceed more than two (2) feet into setback.
 - C. Minimum rear setback:
 - (1) Ten (10) feet in general.
 - (2) For lots next to residential zoning districts: Fifteen (15) feet or ten (10) percent of lot depth, whichever is greater.
 - (3) For accessory structures: Five (5) feet.
 - D. Additional height and stories setback for sustainable incentive: buildings in excess of thirty (30) feet in height shall provide an additional front and rear setback of between eight (8) and twelve (12) feet to the minimum required front and rear setbacks.
 - E. Additional height and stories setback along major thoroughfares: Buildings in excess of thirty (30) feet

in height shall provide an additional setback of between eight (8) and twelve (12) feet for façades facing a major thoroughfare.

- F. Awnings shall be exempt from the front and side street setback regulations. Awnings may project over public property to a point of not more than one (1) foot back from the face of the curb. Second story awning(s) installations shall project no more than five (5) feet from the building. If awnings overhang Dixie Highway rights-of-way, the owner will need to acquire a State of Florida Department of Transportation permit.
4. *Build-to line.* All buildings fronting on Dixie Highway shall be situated ten (10) feet from the property line to afford a consistent building line along the street. If public arcade or public open space is provided the build-to-line may be adjusted in increments of eight (8), ten (10) and twelve (12) feet.
 5. *Maximum impermeable surface.* The maximum impermeable surface shall be:
 - A. Sixty-five (65) percent of the lots up to four thousand nine hundred ninety-nine (4,999) square feet;
 - B. Sixty-five (65) percent for lots between five thousand (5,000) square feet and seven thousand four hundred ninety-nine (7,499) square feet; and
 - C. Sixty-five (65) percent for lots seven thousand five hundred (7,500) square feet and greater.
 6. *Maximum impermeable surface for all structures.* The maximum impermeable surface shall be:
 - A. Fifty-five (55) percent for lots up to four thousand nine hundred ninety-nine (4,999) square feet;
 - B. Fifty (50) percent for lots between five thousand (5,000) square feet and seven thousand four hundred ninety-nine (7,499) square feet; and
 - C. Forty-five (45) percent for lots seven thousand five hundred (7,500) square feet and greater.
 7. *Roof area ratio (FAR) limitations.* Maximum FAR is 1.50. The FAR shall be:
 - A. 1.00 for lots up to four thousand nine hundred ninety-nine (4,999) square feet;
 - B. 0.95 for lots between five thousand (5,000) square feet and seven thousand four hundred ninety-nine (7,499) square feet;
 - C. 0.90 for lots seven thousand five hundred (7,500) square feet and greater; and
 - D. An additional 0.50 of FAR shall be granted under the Sustainable Bonus Incentive Program.
 8. *Accessory structures.* All accessory structures shall not exceed forty (40) percent of the gross floor area of the principal structure, excluding approved prefabricated metal storage buildings totaling no more than one hundred forty-four (144) square feet.
 9. *Location of accessory buildings, pools, etc.* Accessory buildings, pools and similar structures shall be allowed within the rear or side yards of a double front or corner lot between the main structure and a public street, provided that minimum setbacks are maintained.
 10. *Required street trees.* Street trees shall be installed at a minimum of every twenty-five (25) feet of frontage. Approved native species shall be used.
 11. *Ground floor regulations.* Ground floor uses with frontage on Dixie Highway must be habitable and active, such as office or retail, and shall not include parking or mechanical uses.
 12. *Parking.* In addition to the requirements in [Article 4](#), Development Standards, off-street parking may be addressed by shared parking arrangements for mixed-use developments.
 13. *Major thoroughfare design guidelines.* Additional developmental regulations are applicable to certain

locations in this district pursuant to the major thoroughfare guidelines, as adopted from time to time by resolution of the city commission. See also [section 23.2-31](#).

- e) *Locational and development regulations for uses permitted as either administrative or conditional uses.* Uses permitted as conditional uses shall be regulated pursuant to the requirements of sections [23.2-28](#) and [23.2-29](#) [Article 4](#), Development Standards.

(Ord. No. 2016-13, § 6(Exh. E), 5-17-16; Ord. No. 2018-10, § 8(Exh. G), 7-17-18; [Ord. No. 2019-13](#), § 4, 12-3-19)

QUALIFICATIONS

ROBERT D. MILLER, ASA

EDUCATION:

Appraisal Institute Courses

SSP Standards of Professional Practice
I-A Fundamentals of Real Estate Appraisal
I-B Capitalization Theory and Techniques
8 Appraising a Single-Family Residence
2-1 Case Studies in Real Estate Valuation
2-2 Report Writing
Business Valuation Seminar
Litigation Valuation

Other Appraisal Courses

Mass Appraisal of Residential Properties
Florida State Law and USPAP
Factory Built Housing
Automated Valuation Model

PROFESSIONAL

Senior Member of American Society of Appraisers-

AFFILIATION:

South Florida Chapter No. 82 – Accredited Senior Appraiser (ASA) Real Property Urban

LICENSED:

Certified General Real Estate Appraiser #RZ1270- State of Florida

EXPERIENCE:

1993-Present Vice President-The Urban Group, Inc.
1995-Present Real Estate Appraiser- Independent
1978-1993 Real Property Analysts, Inc., Fort Lauderdale, Florida, Executive Vice President
1987 Involved in United States Senate Study Right-of-Way Acquisition Procedures

QUALIFIED AS

EXPERT WITNESS FOR:

Condemnation proceeding in Lake, Kankakee, Cook and DuPage Counties, Illinois and Broward, Dade, Monroe, Palm Beach and Duval Counties, Florida. Testified in Bankruptcy Court in Florida and Texas and Federal Court in Miami, Florida

HAS COMPLETED:

Appraisal Assignments

Commercial, vacant and improved
Condemnation projects
Industrial, vacant and improved
Multi-family residential,
Mobile Home Parks
Office, vacant and improved
Special purpose properties
Review Services

Counseling

Acquisition projects
Income tax analysis
Investment analysis
Tax assessments
ROW Cost Analysis
Special assessments

VARIOUS CLIENTS OVER THE PAST TEN YEARS

GOVERNMENT

BROWARD COUNTY
BROWARD COUNTY SCHOOL BOARD
CITY OF BOYNTON BEACH
CITY OF CORAL SPRINGS
CITY OF DELRAY BEACH
CITY OF FORT LAUDERDALE
CITY OF FORT MYERS
CITY OF HALLANDALE BEACH
CITY OF HOLLYWOOD
CITY OF LAUDERDALE BY THE SEA
CITY OF LAUDERDALE LAKES
CITY OF LAKE WORTH BEACH
CITY OF KEY WEST
CITY OF MARGATE
CITY OF MIAMI SPRINGS
CITY OF MIRAMAR
CITY OF POMPANO BEACH
CITY OF RIVIERA BEACH
CITY OF SOUTH MIAMI
CITY OF SUNRISE
FLORIDA DEPARTMENT OF TRANSPORTATION
SOUTH FLORIDA WATER MANAGEMENT
TOWN OF DAVIE
TOWN OF PALM BEACH
VILLAGE OF PALMETTO BAY

PRIVATE

ALTMAN DEVELOPMENT CORPORATION
CLEAR CHANNEL OUTDOOR
CLEVELAND CLINIC
LENNAR HOMES
THE TAUBMAN COMPANY
SBA TOWERS INC.
UNITED HOMES
WAL-MART CORPORATION

ATTORNEY

BECKER & POLIAKOPF
BILLINGS COCHRAN
COKER AND FEINER
BRIAN PATCHEN PA
HOLLAND & KNIGHT
GOREN CHEROF DOODY & EZROL
ACKERMAN LLP
WEISS-SEROTA-HELFMAN