



**AGENDA**  
**CITY OF LAKE WORTH BEACH**  
**REGULAR CITY COMMISSION MEETING**  
**CITY HALL COMMISSION CHAMBER**  
**TUESDAY, OCTOBER 05, 2021 - 6:00 PM**

**ROLL CALL:**

**INVOCATION OR MOMENT OF SILENCE:** led by Commissioner Christopher McVoy

**PLEDGE OF ALLEGIANCE:** led by Vice Mayor Herman Robinson

**AGENDA - Additions / Deletions / Reordering:**

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

- A. Presentation by Lara Donlon, City Attorney, regarding COVID vaccinations
- B. Presentation by Christine Sylvain, Executive Director of Path to College Fellowship

**COMMISSION LIAISON REPORTS AND COMMENTS:**

**PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:**

**APPROVAL OF MINUTES:**

- A. [Budget Work Session #4 - August 30, 2021](#)
- B. [Regular Meeting - September 9, 2021](#)
- C. [Special Meeting - September 13, 2021](#)

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

- A. [Sixth Amendment to Professional Services Agreement with Ben Few & Company, Inc.](#)

**PUBLIC HEARINGS:**

- A. [Ordinance No. 2021-16 – First Reading – Quasi-judicial – Consideration of an application for a Residential Urban Planned Development, Major Site Plan, and Conditional Use Permit located at 825 and 827 South Federal Highway \(Burckle Place III\) and on a portion of 9th Avenue South right-of-way](#)
- B. [Ordinance No. 2021-13 and Ordinance No. 2021-14 – First Reading – amending the Future Land Use Map \(FLUM\) amendment \(Ordinance 2021-13\) and the Zoning Map \(Ordinance 2021-14\) on behalf of the PBC School District as follows: \(1\) a FLUM amendment from the Single Family Residential \(SFR\) FLU to the Public \(P\) FLU; and \(2\) a rezoning from the Single-Family Residential \(SF-R\) zoning district to the Public \(P\) zoning district on properties located at 1509 Barton Road, 1511 Barton Road, 1515 Barton Road, and 1421 Barton Road](#)

## **NEW BUSINESS:**

- A. [Authorize water meter purchase with Badger Meter for the City's Water Utility Department](#)
- B. [Authorize water meter encoders purchase with The Avanti Company for the City's Water Utility Department](#)
- C. [Property and Insurance Services renewals with Public Risk Insurance Agency and City insurance coverage for FY2021-2022](#)
- D. [Resolution No. 71-2021 - Intent to abandon an approximately 40-foot-wide section of public right-of-way known as 9<sup>th</sup> Avenue South located between the alley east of South N Street and west of South Federal Highway](#)
- E. [Interlocal Agreement with Treasure Coast Regional Planning Council to undertake a Downtown Property Public Outreach and Master Plan Development Study](#)
- F. [Discussion regarding potential ballot questions for the March 2022 municipal election](#)
- G. Discussion regarding next steps for the Beach complex
- H. Discussion regarding the process for handling complaints about dangerous traffic conditions
- I. Discussion regarding Covid policies related to the workplace

## **CITY ATTORNEY'S REPORT:**

## **CITY MANAGER'S REPORT:**

## **UPCOMING MEETINGS AND WORK SESSIONS:**

- October 19 - regular meeting
- October 21 - work session
- October 28 - electric utility meeting
- A. [Draft Agenda - October 19, 2021](#)

## **ADJOURNMENT:**

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

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

**MINUTES  
CITY OF LAKE WORTH BEACH  
CITY COMMISSION BUDGET WORK SESSION #4  
CITY HALL COMMISSION CHAMBER  
MONDAY, AUGUST 30, 2021 - 5:00 PM**

The meeting was called to order by Mayor Resch on the above date at 5:03 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

**ROLL CALL:** (0:07) Present were Mayor Betty Resch (via Zoom); Vice Mayor Herman Robinson and Commissioners Sarah Malega, Christopher McVoy and Kimberly Stokes. Also present were Interim City Manager Juan Ruiz and City Clerk Melissa Ann Coyne.

**PLEDGE OF ALLEGIANCE:** (0:31) led by Commissioner Kimberly Stokes.

**UPDATES / FUTURE ACTION / DIRECTION** (1:00)

A. Fiscal Year 2022 Budget

**ADJOURNMENT:** (3:06:35)

The meeting adjourned at 8:09 PM.

\_\_\_\_\_  
Betty Resch, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Ann Coyne, City Clerk

Minutes Approved: October 5, 2021

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

**MINUTES  
CITY OF LAKE WORTH BEACH  
REGULAR CITY COMMISSION MEETING  
CITY HALL COMMISSION CHAMBER  
THURSDAY, SEPTEMBER 9, 2021 - 6:00 PM**

The meeting was called to order by Mayor Resch on the above date at 6:03 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

**ROLL CALL:** Present were Mayor Betty Resch; Vice Mayor Herman Robinson and Commissioners Sarah Malega, Christopher McVoy (via Zoom) and Kimberly Stokes. Also present were Interim City Manager Juan Ruiz, City Attorney Christy L. Goddeau and City Clerk Melissa Ann Coyne.

**INVOCATION OR MOMENT OF SILENCE:** (0:05) led by Vice Mayor Herman Robinson.

**PLEDGE OF ALLEGIANCE:** (0:52) led by Commissioner Christopher McVoy.

**AGENDA - Additions/Deletions/Reordering:** (1:08)

New Business F, Ordinance No. 2021-12, providing authority for the issuance of taxable pension obligation bonds was deleted and will be heard at the September 21 regular meeting. Presentations C regarding a challenge to section 1 of HB1 and Presentation D regarding low-interest home improvement loans for energy conservation and resiliency to middle and low-income homeowners were added to the agenda. New Business G, a discussion of possible LWB Solar Energy Loan Fund programs was added to the agenda and reordered to follow Presentation D. Presentation D and New Business G were to be deleted and will be added to the Electric Utility meeting on September 28.

**Action:** Motion made by Commissioner Malega and seconded by Vice Mayor Robinson to approve the agenda as amended.

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

**PRESENTATIONS:** (16:48) there is no public comment on Presentation items)

- A. Thank you to the City from LWHS Marching Band (17:00)
- B. Presentation regarding affordable housing program by Frederick James of United Hands for Global Impact (30:55)
- C. (added) Presentation by Southern Poverty Law Center, Public Rights Project, and the Community Justice Project regarding a challenge to section 1 of HB1 (44:20)

- D. (added then deleted) Presentation by Annie Vasek-Dasovich, Chief Operations Officer of the non-profit Solar Energy Loan Fund, regarding low-interest home improvement loans for energy conservation and resiliency to middle and low-income homeowners

**NEW BUSINESS:**

- G. (added and reordered then deleted) Discussion of possible LWB Solar Energy Loan Fund (SELF) programs and associated potential LWB Energy Conservation/Energy Efficiency programs

**COMMISSION LIAISON REPORTS AND COMMENTS:** (1:01:50)

**PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:**

**APPROVAL OF MINUTES:** (1:43:05)

**Action:** Motion made by Vice Mayor Robinson and seconded by Commissioner Stokes to approve the following minutes:

- A. Work Session - July 13, 2021
- B. Special Meeting - July 20, 2021
- C. Regular Meeting - July 20, 2021
- D. Work Session - July 27, 2021
- E. Budget Work Session #3 - July 29, 2021

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

**CONSENT AGENDA:** (1:43:16) (public comment allowed during Public Participation of Non-Agendaed items)

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

- A. Resolution No. 57-2021 – Second Operating Budget Amendment for FY 2021
- B. Payments of Fiscal Year 2020 Invoices
- C. Accept and Approve the Competitive Selection Audit Report
- D. Proclamation declaring September 17-23, 2021 as Constitution Week
- E. Utility Easement by and between Maria Moro along with Gustavo G. Moro and the City of Lake Worth Beach
- F. Ratification of an appointment to the CRA

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

**PUBLIC HEARINGS:** (1:44:13)

- A. Ordinance No. 2021-11 – Second Reading – amending the candidate qualifying period (1:44:43)

City Attorney Goddeau read the ordinance by title only.

ORDINANCE NO. 2021-11 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING SECTION 2-14.1 OF CHAPTER 2 OF THE CODE OF ORDINANCES REGARDING CANDIDATE QUALIFYING PERIOD; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION AND AN EFFECTIVE DATE

**Action:** Motion made by Commissioner McVoy and seconded by Vice Mayor Robinson to approve Ordinance No. 2021-11 amending the candidate qualifying period.

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

**UNFINISHED BUSINESS:** (1:45:37)

- A. Approval of the agreement with the Legal Aid Society of PBC, Inc. for legal aid eviction support to benefit Lake Worth Beach residents

**Action:** Motion made by Commissioner Stokes and seconded by Commissioner Malega to approve the agreement with the Legal Aid Society of PBC, Inc. for legal aid eviction support to benefit Lake Worth Beach residents.

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

**NEW BUSINESS:** (1:49:06)

- A. Interlocal Agreement between Palm Beach County and City of Lake Worth Beach for utility adjustments for the 6<sup>th</sup> Ave South over Lake Osborne Drive Roadway project (1:49:10)

**Action:** Motion made by Commissioner McVoy and seconded by Commissioner Malega to approve the Interlocal Agreement between Palm Beach County and City of Lake Worth Beach for utility adjustments for the 6<sup>th</sup> Ave South over Lake Osborne Drive Roadway project.

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

- B. Agreement with NZ Consultants for planning, zoning and historic preservation professional services (1:5:53)

**Action:** Motion made by Vice Mayor Robinson and seconded by Commissioner Stokes to approve the Agreement with NZ Consultants for planning, zoning and historic preservation professional services.

**Vote:** Voice vote showed: AYES: Mayor Resch, Vice Mayor Robinson and Commissioners Malega,

McVoy and Stokes. NAYS: None.

C. Amendments to contracts for building division inspections, plan review, code enforcement inspections and building services with C.A.P Government and Hy-Byrd Inc. (2:02:44)

**Action:** Motion made by Commissioner Malega and seconded by Vice Mayor Robinson to approve the Amendments to contracts for building division inspections, plan review, code enforcement inspections and building services with C.A.P Government and Hy-Byrd Inc.

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

D. LWB Fleet Facility – Updated Funding (2:07:07)

**Action:** Motion made by Commissioner Malega and seconded by Commissioner McVoy to approve supplementing the project budget with \$1.5 million from the Refuse enterprise fund balance.

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

E. Discussion regarding using ARPA funds for ads targeted to all populations to promote COVID related outreach for rental assistance, legal aid, or webinars with doctors and respected members of the community (2:24:43)

**Action:** Consensus for staff to put together a plan regarding ads targeted to all populations, including the schools, to promote COVID related outreach for rental assistance, legal aid, or webinars with doctors and respected members of the community.

F. (deleted) Ordinance No. 2021-12 – First Reading -- providing authority for the issuance of taxable pension obligation bonds

G. (added and reordered to follow Presentation D) Discussion of possible LWB Solar Energy Loan Fund (SELF) programs and associated potential LWB Energy Conservation/Energy Efficiency programs

**CITY ATTORNEY'S REPORT:** (2:43:14)

City Attorney Goddeau provided the following report:

- Commented that the commission could vote on and take whatever actions were deemed necessary but due to the limited access at City Hall because of COVID, recommended that discussion items be added to the agenda to get consensus from the commission so that the public would be informed of issues to be voted on at future meetings.

**CITY MANAGER'S REPORT:** (2:46:10)

Interim City Manager Ruiz provided the following report:

- Reminded the public about the 9/11 event to be held at Bryant Park on Saturday.

- Stated that the FY 21 financial audit had been sent out and there would be a presentation by the audit firm at the October 5, 2021 meeting.
- Would be working with City Attorney Lara Donlon and Human Resources Director Loren Slayton to incentivize vaccinations for the organization; the issue would be brought to the commission in the future.

**UPCOMING MEETINGS AND WORK SESSIONS:**

September 13 - 1st Budget Hearing  
September 21 - Regular Meeting  
September 22 - 2nd Budget Hearing  
September 24 – Special Meeting  
September 28 - Electric Utility Meeting

Draft Agenda - September 21, 2021

**ADJOURNMENT:** (2:49:27)

**Action:** Motion made by Commissioner Stokes and seconded by Vice Mayor Robinson to adjourn the meeting at 8:54 PM.

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

\_\_\_\_\_  
Betty Resch, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Ann Coyne, City Clerk

Minutes Approved: October 5, 2021

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



**MINUTES  
CITY OF LAKE WORTH BEACH  
SPECIAL CITY COMMISSION MEETING - 1ST BUDGET HEARING  
CITY HALL COMMISSION CHAMBER  
MONDAY, SEPTEMBER 13, 2021 - 6:00 PM**

The meeting was called to order by Mayor Resch on the above date at 6:01 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

**ROLL CALL:** (0:00) Present were Mayor Betty Resch; Vice Mayor Robinson and Commissioners Sarah Malega, Christopher McVoy (via Zoom) and Kimberly Stokes. Also present were Interim City Manager Juan Ruiz, City Attorney Christy L. Goddeau and City Clerk Melissa Ann Coyne.

**PLEDGE OF ALLEGIANCE:** (0:13) led by Commissioner Kimberly Stokes.

**PUBLIC HEARINGS:** (0:42)

- A. Resolution No. 58-2021 – First Public Hearing – adopt the Fiscal Year 2021-2022 Tentative Millage Rate and set the second public hearing for September 22, 2021 (0:43) and (45:33)

City Attorney Goddeau did not read the resolution.

RESOLUTION NO. 58-2021 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA; LEVYING MUNICIPAL TAXES ON ALL TAXABLE PROPERTY WITHIN THE CITY OF LAKE WORTH BEACH, FLORIDA, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; REPEALING ALL RESOLUTIONS AND ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF

**Action:** Motion made by Commissioner Malega and seconded by Commissioner McVoy approve Resolution No. 58-2021 which adopts a tentative millage rate of 5.4945 mils for Fiscal Year 2021-2022 and schedule the second public hearing for September 22, 2021.

**Vote:** AYES: Mayor Betty Resch, Vice Mayor Herman Robinson, Commissioners Sarah Malega, Christopher McVoy and Kimberly Stokes. NAYS: None.

**Action:** Motion made by Commissioner Stokes and seconded by Commissioner Malega approve Resolution No. 58-2021 which adopts a tentative millage rate of 5.4945 mils for Fiscal Year 2021-2022, 8.27% more than the rolled-back rate of 5.0754 mils, and schedule the second public hearing for September 22, 2021.

**Vote:** AYES: Vice Mayor Herman Robinson, Commissioners Sarah Malega, Christopher McVoy and Kimberly Stokes. NAYS: None. ABSENT: Mayor Betty Resch.

- B. Resolution No. 59-2021 - First Public Hearing - Adopt the Debt Service Rate and set the second public hearing for September 22, 2021 (4:10)

City Attorney Goddeau did not read the resolution.

RESOLUTION NO. 59-2021 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA; LEVYING MUNICIPAL TAXES ON ALL TAXABLE PROPERTY WITHIN THE CITY OF LAKE WORTH BEACH, FLORIDA, FOR VOTER APPROVED DEBT SERVICE FUND FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; REPEALING ALL RESOLUTIONS AND ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF

**Action:** Motion made by Vice Mayor Robinson and seconded by Commissioner Stokes approve Resolution No. 59-2021 which adopts a tentative debt service millage rate of 1.1100 mils for Fiscal Year 2021-2022 and schedule the second public hearing on September 22, 2021.

**Vote:** AYES: Mayor Betty Resch, Vice Mayor Herman Robinson, Commissioners Sarah Malega, Christopher McVoy and Kimberly Stokes. NAYS: None.

- C. Resolution No. 60-2021 - First Public Hearing - adopt the fiscal year 2021-2022 proposed City budget and set the second public hearing for September 22, 2021 (4:51)

City Attorney Goddeau did not read the resolution.

RESOLUTION NO. 60-2021, A GENERAL APPROPRIATION RESOLUTION OF THE CITY OF LAKE WORTH BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, MAKING SEPARATE AND SEVERAL APPROPRIATIONS FOR ITS NECESSARY OPERATING EXPENSES, THE USES AND EXPENSES OF THE VARIOUS FUNDS AND DEPARTMENTS OF THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; PROVIDING FOR THE EFFECTIVE DATE THEREOF

Mayor Resch passed the gavel to Vice Mayor Robinson at 6:41 PM and left the meeting.

**Action:** Motion made by Commissioner Stokes and seconded by Commissioner McVoy approve Resolution 60-2021 adopting the proposed budget for Fiscal Year 2021-2022 and schedule the second public hearing on September 22, 2021 which would incorporate the following changes:

- increase the operating budget by funding \$90,000 for the Leisure Services Assistant Director position
- increase the operating budget by funding \$40,000 for the Special Events Specialist position
- increase the operating budget by adding \$65,000 for the Grants Analyst, \$32,500 of which would come from ARPA funding
- decrease the operating budget by \$32,500 for half of the Grants Analyst position
- decrease the operating budget by \$30,000 for the Communications Specialist position which was eliminated
- increase Operating Budget revenues by \$7,328

- change funding in capital budget for annual vehicle replacement from borrowing to pay-go in the amount of \$200,000
- \$42,500 would be deleted from the capital budget for payment to The Mid contract as the payment had been made on December 10, 2020

**Vote:** AYES: Vice Mayor Herman Robinson, Commissioners Sarah Malega, Christopher McVoy and Kimberly Stokes. NAYS: None. ABSENT: Mayor Betty Resch.

**NEW BUSINESS:** (2:16:21)

- A. Resolution No. 61-2021 - establish the Stormwater Annual Assessment for Fiscal Year 2021-2022 (2:16:37)

City Attorney Goddeau did not read the resolution.

RESOLUTION NO. 61-2021 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, RELATING TO THE PROVISION OF STORMWATER MANAGEMENT SERVICES, FACILITIES AND PROGRAMS IN THE CITY OF LAKE WORTH BEACH, FLORIDA; IMPOSING STORMWATER SERVICE ASSESSMENTS AGAINST ASSESSED PROPERTY LOCATED WITHIN THE CITY; APPROVING THE RATE OF ASSESSMENT; CONFIRMING, APPROVING AND ADOPTING THE STORMWATER ASSESSMENT ROLL FOR FISCAL YEAR 2022; PROVIDING FOR COLLECTION OF THE ASSESSMENTS PURSUANT TO THE UNIFORM COLLECTION METHOD AND PROVIDING AN EFFECTIVE DATE

**Action:** Motion made by Commissioner Malega and seconded by Commissioner Stokes approve Resolution No. 61-2021 - establish the Stormwater Annual Assessment for Fiscal Year 2021-2022.

**Vote:** AYES: Vice Mayor Herman Robinson, Commissioners Sarah Malega, Christopher McVoy and Kimberly Stokes. NAYS: None. ABSENT: Mayor Betty Resch.

- B. Resolution No. 62-2021 - establish the Refuse Services Annual Assessment for Fiscal Year 2021-2022 (2:17:26)

City Attorney Goddeau did not read the resolution.

RESOLUTION NO. 62-2021 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, RELATING TO THE PROVISION OF REFUSE SERVICES, FACILITIES AND PROGRAMS IN THE CITY OF LAKE WORTH BEACH, FLORIDA; RATIFYING AND CONFIRMING THE INTIAL ASSESSMENT RESOLUTION INCLUDING THE DETERMINATION THAT CERTAIN REAL PROPERTY IS SPECIFICALLY BENEFITED BY REFUSE SERVICES, FACILITIES AND PROGRAMS AND THE METHOD OF ASSESSING ASSOCIATED REFUSE SERVICES COSTS AGAINST REAL PROPERTYT SPECIALLY BENEFITED THEREBY; ESTABLISHING OTHER TERMS AND CONDITIONS OF THE ASSESSMENTS; APPROVING THE FISCAL YEAR 2021-2022 ASSESSMENT ROLL; PROVIDING FOR COLLECTION OF THE ASSESSMENTS PURSUANT TO THE UNIFORM COLLECTION METHOD; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

**Action:** Motion made by Commissioner McVoy and seconded by Commissioner Stokes approve Resolution No. 62-2021 - establish the Refuse Services Annual Assessment for Fiscal Year 2021-2022.

**Vote:** AYES: Vice Mayor Herman Robinson, Commissioners Sarah Malega, Christopher McVoy and Kimberly Stokes. NAYS: None. ABSENT: Mayor Betty Resch.

C. Adopt the Fiscal Year 2022 Administrative Charge for Services (2:18:20)

**Action:** Motion made by Commissioner Malega and seconded by Commissioner McVoy approve the adoption of the Fiscal Year 2022 Administrative Charge for Services, subject to final adoption of the Fiscal Year 2022 Annual Operating Budget on September 22, 2021.

**Vote:** AYES: Vice Mayor Herman Robinson, Commissioners Sarah Malega, Christopher McVoy and Kimberly Stokes. NAYS: None. ABSENT: Mayor Betty Resch.

D. Adopt the Fiscal Year 2022 Contribution from Enterprise Operations (2:21:55)

**Action:** Motion made by Commissioner Malega and seconded by Commissioner McVoy approve the adoption of the Fiscal Year 2022 Contributions from Enterprise Operations, subject to final adoption of the Fiscal Year 2022 Annual Operating Budget on September 22, 2021.

**Vote:** AYES: Vice Mayor Herman Robinson, Commissioners Sarah Malega, Christopher McVoy and Kimberly Stokes. NAYS: None. ABSENT: Mayor Betty Resch.

**ADJOURNMENT:** (2:24:01)

**Action:** Motion made by Commissioner Malega and seconded by Commissioner Stokes at 8:26 PM.

**Vote:** AYES: Vice Mayor Herman Robinson, Commissioners Sarah Malega, Christopher McVoy and Kimberly Stokes. NAYS: None. ABSENT: Mayor Betty Resch.

\_\_\_\_\_  
Betty Resch, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Ann Coyne, City Clerk

Minutes Approved: October 5, 2021

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

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** October 5, 2021

**DEPARTMENT:** Human Resources

**TITLE:**

Sixth 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 September 30, 2021 to September 30, 2022, at the same fee of \$48,000 annually or \$4,000 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 Sixth Amendment to the Professional Services Agreement extends the agreement for one year at a rate of \$48,000 annually. The Agreement may be terminated at any time with a 30-day notice to either party.

**MOTION:**

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

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Sixth Amendment  
Original Agreement



**SIXTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**

THIS SIXTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT ("Sixth Amendment") is made this 22<sup>nd</sup> day of September, 2021, between the City of Lake Worth Beach, 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, and by Fifth Amendment from September 30, 2020 to September 30, 2021 ("Amendments"); and

WHEREAS, the City and Consultant desire to amend the Agreement to extend the term to September 30, 2022; 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 is hereby acknowledged by the parties, the City and Consultant agree as follows:

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

**SECTION 2: AMENDMENTS TO AGREEMENT AND SIXTH AMENDMENT.**

- a. The Term of the Agreement which was extended by the Amendments is further extended by this Sixth Amendment to September 30, 2022, 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.

**SECTION 3: ENTIRETY OF AGREEMENT.** The City and the Consultant agree that the Agreement, the Amendments and this Sixth Amendment 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 Sixth 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 Sixth Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

**SIGNATURES ON FOLLOWING PAGE**

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

**CITY OF LAKE WORTH BEACH, FLORIDA**

By: \_\_\_\_\_  
Betty Resch, Mayor

ATTEST:

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Melissa Coyne, City Clerk

\_\_\_\_\_  
Glen J. Torcivia, City Attorney  
/phr

Approved for financial sufficiency:

\_\_\_\_\_  
Bruce T. Miller, Financial Services Dir.

[Corporate Seal]

**BEN FEW & COMPANY, INC**

By: \_\_\_\_\_  
Ben Few, III, CEO

STATE OF FLORIDA )  
COUNTY OF Lee )

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of September 2021, by Ben Few, as CEO of Ben Few & Company, Inc., a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following driver license as identification.

Notary Public

\_\_\_\_\_  
Print Name: Lisa Elliott  
My commission expires: 1/20/24





**PROFESSIONAL SERVICES AGREEMENT**  
**(Comprehensive Risk Management Services)**

THIS AGREEMENT ("Agreement") is entered on 30 day of Sept., 2015, by and between the City of Lake Worth, a Florida municipal corporation ("City") and Ben Few & Company, Inc., a Florida corporation ("Consultant").

**RECITALS**

**WHEREAS**, since February 3, 2011, pursuant to a competitive selection process, the City has been utilizing the Consultant for Risk Management advisory services including, but not limited to, analyzing claims, identifying risk, reviewing insurance policies, assisting in closing reserve accounts and advising on risk-related issues; and

**WHEREAS**, the City's Agreement with the Consultant is set to expire in February 2016; and

**WHEREAS**, the City is in need of additional risk management consultant services including, without limitation, acting as the City's liaison with the City's third party administrators for claims, developing claims and insurance budget for each fiscal year and providing claims analysis for City staff; and

**WHEREAS**, the Consultant has submitted a proposed scope of services to address the City's current and additional risk management needs; and

**WHEREAS**, the City desires to engage the Consultant as its primary risk management consultant; and

**WHEREAS**, pursuant to section 2-112(c)(6) of the City's procurement code, the City is authorized to directly contract with Consultant for the provision of professional services; and

**WHEREAS**, the purpose of this Agreement is to set forth certain terms and conditions for the provision of services by the Consultant to the City.

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

**SECTION 1: INCORPORATION OF RECITALS.** The foregoing Recitals are incorporated into this Agreement as true and correct statements.

**SECTION 2: CONSULTANT'S SERVICES.** The Consultant shall provide those risk management services as set forth in Exhibit "A" attached hereto and incorporated herein. The parties existing Professional Services Agreement, entered on February 3, 2011 and expiring February 2, 2016 is hereby terminated.

**SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP.** No relationship of employer or employee is created by this Agreement, it being understood that Consultant will act hereunder as an independent contractor and none of the Consultant's, officers, directors, employees, independent contractors, representatives or agents performing services for Consultant pursuant to this Agreement shall have any claim under this Agreement or otherwise against the City for compensation of any kind under this Agreement. The relationship between the City and Consultant is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

**SECTION 4: TERM, TIME, LIQUIDATED DAMAGES AND TERMINATION.**

a. Term. The term of this Agreement shall commence upon the approval of this Agreement by the City Commission and shall be for one (1) year unless earlier terminated as stated herein. The term may be extended by written agreement of the parties.

b. Time for Completion. Time is of the essence in the performance of this Agreement. The CONSULTANT shall at all times carry out its duties and responsibilities as expeditiously as possible.

c. Force Majeure. Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The Consultant or City may suspend its performance under this Agreement as a result of a force majeure without being in default of this Agreement, but upon the removal of such force majeure, the Consultant or City shall resume its performance as soon as is reasonably possible. Upon the Consultant's request, the City shall consider the facts and extent of any failure to perform the services and, if the Consultant's failure to perform was without its or its subconsultants' fault or negligence, the schedule and/or any other affected provision of this Agreement may be revised accordingly, subject to the City's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than seven (7) days before a notice of delay or claim therefore is made in writing to the City. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

e. Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than thirty (30) days written notice of termination.

f. Termination for cause. Either party may terminate this Agreement at any time in the event that the other party engages in any act or makes any omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement shall provide the other party with written notice specifying the nature of the breach. The party receiving the notice shall then have three (3) days from the date of the notice in which to remedy the breach. If such corrective action is not taken within three (3) days, then this Agreement shall terminate at the end of the three (3) day period without further notice or demand.

g. Early Termination. If this Agreement is terminated before the completion of all services by either party, the Consultant shall:

1. Stop services on the date and to the extent specified including without limitation services of any subconsultants.
2. Transfer all work in progress, completed work, and other materials related to the terminated services to the City in the format acceptable to City.
3. Continue and complete all parts of the services that have not been terminated.

h. Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the City is a municipal corporation and political subdivision of the state of Florida, and as such, this Agreement (and all Exhibits hereto) are subject to budgeting and appropriation by the City of funds sufficient to pay the costs associated herewith in any fiscal year of the City. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the City's governing board in any fiscal year to pay the costs associated with the City's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the City to be, insufficient to pay the costs associated with the City's obligations hereunder in any fiscal period, then the City will notify Consultant of such occurrence and either the City or Consultant may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the City of any kind whatsoever; however, City shall pay Consultant for all services performed under this Agreement through the date of termination.

#### **SECTION 5: COMPENSATION**

a. Payments. The City agrees to compensate the Consultant in accordance with the fee schedule set forth in **Exhibit "A"**; **provided that, the total amount to be paid the Consultant under this Agreement shall not exceed sixty thousand dollars (\$60,000.00) for the initial one year term**. The City shall not reimburse the Consultant for any additional costs incurred as a direct or indirect result of the Consultant providing service to the City under this Agreement and not set forth in **Exhibit "A"**.

b. Invoices. The Consultant shall render monthly invoices to the City for services that have been rendered in conformity with this Agreement in the previous month. The invoices shall specify the work performed and the time spent on such work. Invoices will normally be paid within thirty (30) days following the City's receipt of the Consultant's invoice.

**SECTION 6: INDEMNIFICATION**. The Consultant, its officers, employees and agents shall indemnify and hold harmless the City, including its officers, employees and agents from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees (at the trial and appellate levels), to the extent caused by the negligence of the Consultant, its

officers, directors, employees, representatives and agents employed or utilized by the Consultant in the performance of the services under this Agreement. The City agrees to be responsible for its own negligence. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or the Consultant, nor shall this Agreement be construed as a waiver of sovereign immunity for the City beyond the waiver provided in section 768.28, Florida Statutes.

**SECTION 7: COMPLIANCE AND DISQUALIFICATION.** Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement.

**SECTION 8: PERSONNEL.** The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City. All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and authorized or permitted under federal, state and local law to perform such services.

**SECTION 9: SUB-CONSULTANTS.** The City reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and approve all qualifications of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Agreement. All sub-consultants providing professional services to the Consultant under this Agreement will also be required to provide their own insurance coverage identical to those contained in this Agreement. In the event that a sub-consultant does not have insurance or does not meet the insurance limits as stated in this Agreement, the Consultant shall indemnify and hold harmless the City for any claim in excess of the sub-consultant's insurance coverage, arising out of the negligent acts, errors or omissions of the sub-consultant.

**SECTION 10: FEDERAL AND STATE TAX.** The City is exempt from payment of Florida State Sales and Use Tax. The Consultant is not authorized to use the City's Tax Exemption Number.

**SECTION 11: INSURANCE.** Prior to commencing any services, the Consultant shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the City and the Consultant. All such insurance policies may not be modified or terminated without the express written authorization of the City.

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Professional liability/ Errors and Omissions	\$1,000,000 per occurrence
Commercial general liability (Products/completed operations Contractual, insurance broad form property,	\$1,000,000 per occurrence

Independent Consultant, personal injury)	\$2,000,000 annual aggregate
Automobile (owned, non-owned, & hired)	\$ 1,000,000 single limits
Worker's Compensation	\$ statutory limits

The commercial general liability and excess liability policies will name the City as an additional insured and proof of all insurance coverage shall be furnished to the City by way of an endorsement to same or certificate of insurance prior to the provision of services. The certificates shall clearly indicate that the Consultant has obtained insurance of the type, amount, and classification as required for strict compliance with this section. Failure to comply with the foregoing requirements shall not relieve Consultant of its liability and obligations under this Agreement.

**SECTION 12: SUCCESSORS AND ASSIGNS.** The City and the Consultant each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as agreed in writing by all parties, this Agreement is not assignable.

**SECTION 13: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES.** All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**SECTION 14: WAIVER OF JURY TRIAL.** TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

**SECTION 15: ACCESS AND AUDITS.** The Consultant shall maintain adequate records to justify all payments made by the City under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant's place of business. In no circumstances will Consultant be required to disclose any confidential or proprietary information regarding its products and service costs.

**SECTION 16: NONDISCRIMINATION.** The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

**SECTION 17: AUTHORITY TO PRACTICE.** The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the City upon request.

**SECTION 18: SEVERABILITY.** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

**SECTION 19: PUBLIC ENTITY CRIMES.** Consultant 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. The Consultant will advise the City immediately if it becomes aware of any violation of this statute.

**SECTION 20: NOTICE.** All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the CITY shall be sent to:

City of Lake Worth  
Attn: City Manager  
7 N. Dixie Highway  
Lake Worth, FL 33460

and if sent to the Consultant, shall be sent to:

Ben Few & Company, Inc.  
4560 Via Royale, Suite 3  
Fort Myers, FL 33919

The foregoing names and addresses may be changed if such change is provided in writing to the other party. Notice shall be deemed given upon receipt.

**SECTION 21: ENTIRETY OF AGREEMENT.** The City and the Consultant agree that this Agreement sets 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 this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

**SECTION 22: WAIVER.** Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

**SECTION 23: PREPARATION AND NON-EXCLUSIVE.** This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Agreement and the City reserves the right to contract with individuals or firms to provide the same or similar services.

**SECTION 24: MATERIALITY.** All provisions of the Agreement shall be deemed material. In the event Consultant fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and City may at its option provide notice to the Consultant to terminate for cause.

**SECTION 25: LEGAL EFFECT.** This Agreement shall not become binding and effective until approved by the City. The Effective Date is the date this Agreement is executed by the City.

**SECTION 26: NOTICE OF COMPLAINTS, SUITS AND REGULATORY VIOLATIONS .** Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

**SECTION 27: SURVIVABILITY.** Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

**SECTION 28: COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

**SECTION 29: PALM BEACH COUNTY IG.** In accordance with Palm Beach County ordinance number 2011-009, the CONSULTANT acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONSULTANT has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

**SECTION 30: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS.** This Agreement consists of this Agreement and Exhibit “A”. The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between the terms and conditions of this Agreement and Exhibit “A”, the terms and conditions of this Agreement shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

**SECTION 31: OWNERSHIP OF DELIVERABLES.** The deliverables, work product, specifications, calculations, supporting documents, or other work products which are listed as deliverables by the Consultant in Exhibit “A” to the City shall become the property of the City upon delivery. The Consultant may keep copies or samples thereof and shall have the right to use the same. The City accepts sole responsibility for the reuse of any such documents in a manner other than as initially intended or for any use of incomplete documents.

**SECTION 32: REPRESENTATIONS and BINDING AUTHORITY.** By signing this Agreement, Michael E. Burton hereby represents to the City that he has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the Consultant for whom he is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

**SECTION 33: PUBLIC RECORDS.** The Consultant shall comply with Florida’s Public Records Act, Chapter 119, Florida Statutes, and specifically agrees to:

a. Keep and maintain all public records that ordinarily and necessarily would be required by the CITY to keep and maintain in order to perform the services under this Agreement.

b. Provide the public with access to said public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

c. Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

d. Meet all requirements for retaining said public records and transfer, at no cost, to the City all said public records in possession of the Consultant upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from Chapter 119, Florida Statutes, disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

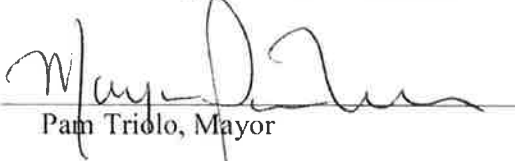
**SECTION 34: CONFIDENTIAL AND PROPRIETARY INFORMATION.** Each party (the “Receiving Party”) will keep confidential and not disclose to any other person or entity or use (except as expressly and unambiguously authorized by this Agreement) information, technology or software (“Confidential Information”) obtained from the other party (the



“Disclosing Party”); provided, however, that the Receiving Party will not be prohibited from disclosing or using information (i) that at the time of disclosure is publicly available or becomes publicly available through no act or omission of the Receiving Party, (ii) that is or has been disclosed to the Receiving Party by a third party who is not under, and to whom the Receiving Party does not owe, an obligation of confidentiality with respect thereto, (iii) that is or has been independently acquired or developed by the Receiving Party without access to the Disclosing Party’s Confidential Information, (iv) that is already in the Receiving Party’s possession at the time of disclosure, or (v) that is required to be released by law.

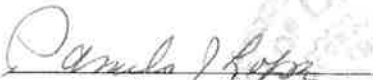
IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement (Comprehensive Risk Management Services) as of the day and year set forth above.

**CITY OF LAKE WORTH, FLORIDA**

By:   
Pam Triolo, Mayor

ATTEST:

Approved as to form and legal sufficiency:

  
Pamela J. Lopez, City Clerk

  
Glen J. Torcivia, City Attorney

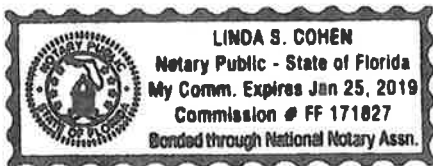
[Corporate Seal]

**BEN FEW & COMPANY, INC.**

By:   
Ben Few, III CEO

STATE OF FLORIDA)  
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 22nd day of Sept., 2015, by Ben Few, III, as CEO of Ben Few & Company, Inc., a Florida corporation, and who is personally known to me or who has produced the following \_\_\_\_\_ as identification.



  
Notary Public

## EXHIBIT "A"

### **CONSULTANT's Scope of Services**

For your reference, the following scope represents the services offered in a full-time consulting capacity and offers a glimpse into our working relationship with clients. Your program will consist of, but not be limited to the following services:

1. Be available on a daily basis to assist the Client's staff with general questions, process development, and contract reviews.

Ben Few III and Ben Few IV are available on a daily basis to all accounts they handle. They can be reached either by phone or email 24/7, and can be on the Client's premises in three hours, if need be. Process development and contract review are part of our standard service package delivered to clients to stay consistent with the risk transfer methods chosen.

2. Organize a systematic collection of data that is required for renewals and policy maintenance. This is done in a manner to minimize time demands on staff.

All client data is initially collected by our firm and electronically stored in our secured system in order to build a baseline for necessary future information. This information is kept on file in our office, so that minimal requests for information are made to the Client's staff. We offer our 'total policy management system' so that staff does not have to be involved at all, should they so desire. Once we have stored the information in our system, only that information that is subject to change may necessitate a request for an update from Client's staff (i.e. annual revenue basis, payrolls, etc.) We would anticipate regular communication with the Client's staff in general, so there would be constant dialogue with regard to any changes being made.

3. Complete all policy applications (except signatures) and present to the Client's staff for review and signature.

This is done for all clients, and is part of our total policy/data management system. Once the information is in our system, only minor adjustments need to be made, thus requiring less man hours from the Client's staff.

4. Act as a liaison between the Client's staff, brokers and other service providers to review policies for accuracy and follow up with brokers to resolve issues.

Ben Few & Company, Inc. acts the main point of contact between all risk management service providers and all of our clients. In this way, we are able to streamline any requests for information that may become necessary, again relieving pressure on the Client's for man hours.

5. Direct bidding and placement of all coverage and services associated with the Self Insurance Program.

Ben Few & Company, Inc. not only handles this particular service for our self-insured governmental/municipal clients, but for all of our private clients as well. Normally, it is our standard practice to engage the marketplace on behalf of clients every three years, but ultimately it is the client's decision on the frequency with which we go to bid. We prepare the specifications, issue the RFP, manage inquiries, receive proposals, evaluate proposals and present them to the Client's staff with an analysis and recommendation for approval. The entire process is facilitated by our office, so that client staff is free for other priorities.

Ben Few & Company, Inc. is well known and respected in the Florida market place as an independent, unbiased and well versed Risk Management Consulting firm and will be able to fairly bring all possible

markets into the RFP process. We have specific and extensive experience working with the major municipal insurance markets (PGIT, FMIT, Gallagher, etc.).

6. Provide a copy of all exposure data, loss information and applications that are submitted for marketing.

As part of our client filing system, all data—whether exposure, loss, financial or otherwise—is safely stored in our secured system, and electronically available to our clients at any time.

7. Follow-up on all policy maintenance requirements, such as workers compensation audits and builders risk reports.

Again, our firm maintains all policies for our clients, as part of our total policy management system, so this part of the scope of services is simply an extension of that. We prepare audit projections for all of our clients, both municipal and private, so that they know what to expect well before the audit takes place. We also like to be on premises when audits take place to ensure they are done accurately, as many times, questions from auditors can result in unnecessary reclassification of certain exposures.

8. Manage Certificate of Insurance issuances to assure they are in compliance with Client's coverage and internal procedures (Brokers will issue certificates, but the certificate terms should be monitored by the consultant).

This has become a necessary process with the newer Acord forms causing quite a bit of confusion between insureds and certificate holders of all sorts. Ben Few & Company, Inc. monitors all certificate specifics, both required of our clients and required by them to make sure all risk transfer methods are consistent.

9. Present a preliminary risk management budget to the Client each year.

This is done with all clients. We will prepare projected budgets based on perceived market conditions, along with expected loss results.

10. Present a final risk management budget to the Client each year.

The preliminary budget will be amended to reflect the actual costs of the new program.

11. Assist with developing needs for insurances not directly related to the self-insured program.

We help our clients develop all types of unique loss transfer methods, from the traditional purchase of insurance to self-insurance programs and reserving for losses not necessarily thought to be insurable.

12. Identify risk exposures and update exposure data to determine insurance policies' need for amendment.

This function goes hand-in-hand with our policy management system. Since we meet (and communicate) with clients on a regular basis, we are able to stay on top of any new or different exposures they may be facing due to change in business landscape, re-structuring, new endeavors, etc. We are able to advise all our clients on best practices for identifying new exposures as they are created, in ways that fit seamlessly into the clients' daily routines, so nothing is overlooked. The policy management system helps to support this as the information is accessible at any time, making it easy to manipulate at a moment's notice.

13. Provide loss fund recommendation reports to the Client each year, based on the corresponding actuarial reports.

Again, this a function provided to our current self-insured clients, and we anticipate providing the service for the City of Lake Worth.

14. Obtain & review all binders prior to submission to the Client.

Follow-up for receipt of and review all issued policies to assure they are complete and in compliance with quotes. Confirm accuracy, resolve any deficiencies in writing with the broker/carrier and provide the Client with documentation of the outcome.

This part of Ben Few & Company, Inc.'s total policy management system is to review binders upon receipt, and subsequently, policies for accuracy. This is included in our standard service package.

15. Review all policies prior to delivering to the Client, providing comments to show endorsements' impact within the policy wording. Also, PDF copies of all policies should be prepared for the Client and provided on DVD/CD.

As mentioned in point 14, policies are reviewed for accuracy, but a risk analysis of the various endorsement implications can be provided to the Client. Generally, we like to specify which endorsements/exclusions our clients want or do not want before we go to bid for certain coverages, so that our clients know what to expect throughout the process.

16. Assist with the development of documents as needed for any insurance related competitive process, i.e. Request for Proposals, Request for Information, Request for Qualifications, etc.

As mentioned in point 5, this is contemplated under our standard service package. Should the risk manager not want us to completely handle the competitive process in question, we are happy to help in any capacity.

17. Advise the Client of new options or funding techniques in insured and self-insured areas as well as any major new or pending legislation in any field which would affect Client's total benefit programs.

Ben Few & Company, Inc. strives to stay abreast of the latest trends and developments in the insurance industry as a whole and is dedicated to providing this information to its clients. Through membership in various professional organizations (SRMC, RIMS, PRIMA, FAIA), subscriptions to industry publications, and extensive continuing education, we are able to keep clients apprised of the latest developments in risk transfer methods, whether through self-insurance or fully-transferred products and the accompanying legislative mandates.

18. Acting on behalf of the Client, if authorized to do so by the Client in any claims.

Our firm is able to offer claim support if requested to do so by the Client. We currently provide claim support to many of our clients, both public and private.

19. Assist as committee review member or assist in the evaluation of responses to Request for Proposals, Request for Information, Request for Qualifications or as needed for any insurance related competitive process, i.e. brokers and TPA services.

As mentioned in the response to point 5, this is a standard service we provide to all of our clients. Should the Client wish, we can either handle these processes in a completely independent fashion or as part of a committee.

20. Attend Client Board meetings as needed.

In addition to meetings, Ben Few & Company, Inc. is available—and prefers—to meet face-to-face with our assigned point of contact on a regular basis, whether it be quarterly, monthly, etc.

21. Analyze claims against the Client on a periodic basis to determine trend of losses, and to project the effect of such trends upon the insured and self-insured programs. Analyze claims and loss experience to determine trend of losses and to project the effect of such trends upon the level of fund balance in the self insurance fund and to recommend appropriate levels of fund balance to maintain.

This is an integral part of the risk management process. In the response to point 13, it is mentioned that we provide loss fund recommendations to the Client—claims data plays a significant role in figuring various risk retention levels and loss funding techniques. We provide loss control and subsequent loss data analysis to most, if not all, of our clients to keep track of any developing trends. While it is our goal to eliminate any trend before it has the chance to begin, we are able to identify problematic areas and implement safety programs or other loss control measures to act as preventative maintenance through our program.

22. Continuously monitor the Client's program in order to recommend structure changes in the program, procedures or administration.

As with our monitoring the industry as a whole, we monitor our clients' programs to make sure they are as efficient and effective as possible. The biggest part of the fundamental risk management process is to make sure that the program that has been implemented is gauged for success along the way and adjusted if necessary for maximum impact.

23. Assist the Client in closing reserve accounts under prior Client insurance programs with insurance carriers.

This process is handled regardless of any anticipation of insurance-related competitive bid processes.

24. Assist with education, as needed, with City staff.

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** October 5, 2021

**DEPARTMENT:** Community Sustainability

**TITLE:**

Ordinance No. 2021-16 – First Reading – Quasi-judicial – Consideration of an application for a Residential Urban Planned Development, Major Site Plan, and Conditional Use Permit located at 825 and 827 South Federal Highway (Burckle Place III) and on a portion of 9th Avenue South right-of-way

**SUMMARY:**

Burckle Place III is a 7-unit multi-family project proposed by Cotleur & Hearing, a land development firm, on behalf of The Lord's Place, Inc. The subject 0.53-acre vacant site is located on the west side of South Federal Highway North and encompasses the properties located at 825 and 827 South Federal Highway and the northern 20 feet of 9th Avenue South right-of-way, as depicted in Exhibit A of the ordinance.

The applicant is requesting approval of the following:

1. Residential Urban Planned Development to construct a seven-unit multifamily development.
2. Major Site Plan for the development of a new multi-family building in excess of 7,500 square feet.
3. Conditional Use Permit to establish a residential master plan greater than 7,500 square feet.
4. A Right-of-Way (ROW) Abandonment request to abandon a portion of the 9th Avenue South ROW adjacent to the site is being considered as a separate concurrent agenda item.

If approved, the City's official zoning map also will be amended to reflect the establishment of the residential urban planned development. The multi-family building will be owned and operated by The Lord's Place, Inc. Per the application materials, The Lord's Place, Inc. is a non-profit business in Palm Beach County that aims towards helping the County's homeless population. The proposed Burckle Place III is a multi-family residential use with special programming to assist 21 women, who have experienced homelessness, and provides support to aid their transition to independent market-rate housing.

**BACKGROUND:**

The Planning & Zoning Board (PZB) initially heard the request at the March 3, 2021, PZB meeting. The PZB recommended denial and highlighted several concerns related to consistency with the City's Major Thoroughfare Design Guidelines and the request to relax the minimum number of parking spaces, the minimum living space, and dumpster enclosure size requirements. Several residents in the area also expressed concerns on consistency with the Major Thoroughfare Design Guidelines, parking in the unpaved right-of-way, and the nature of the residential use.

Subsequent to the March 3, 2021, PZB meeting, the applicant revised the request to address concerns identified at the meeting. The revisions included a new side loaded parking lot configuration, and a decrease in the number of units from eight to seven units that eliminated the previous request to reduce the minimum number of parking spaces. The architectural elevations and building placement were also revised to further comply with the Major Thoroughfare Design Guidelines and to address concerns made by the PZB and the residents. Landscape was revised accordantly to address the site modifications, including a robust number of native landscape (97% of the trees are native and 75% of the groundcovers, shrubs and palms are native).

The revised application was advertised and scheduled for the August 4, 2021 meeting. A property owner within 400 ft registered as an affected party and requested a continuance to the September 1, 2021 PZB meeting. **At the September 1, 2021 PZB meeting, the Board voted to recommended denial to the City Commission in a 4-2 vote.**

**MOTION:**

Move to approve/disapprove Ordinance No. 2021-16 amending the Official Zoning Map by approving the creation of a Residential Urban Planned Development (Burckle Place III) located at 825 and 827 South Federal Highway on first reading and scheduling second reading on November 2, 2021.

**ATTACHMENT(S):**

Ordinance 2021-16

PZB Staff Report

Site Plan Package & Attachments

March 3, 2021, August 4, 2021 & September 1, 2021 PZB Minutes

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**ORDINANCE NO. 2021-16 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 URBAN PLANNED DEVELOPMENT DISTRICT, LOCATED AT 825 & 827 SOUTH FEDERAL HIGHWAY CONSISTING OF APPROXIMATELY 0.53 ACRES AS MORE PARTICULARLY DESCRIBED IN EXHIBIT A, LOCATED WITHIN THE MIXED USE – FEDERAL HIGHWAY (MU-FH) ZONING DISTRICT WITH A FUTURE LAND USE DESIGNATION OF MIXED USE – EAST (MU-E) SUBJECT TO SPECIFIC DEVELOPMENT STANDARDS SET FORTH IN EXHIBIT B AND CONDITIONS OF APPROVAL SET FORTH IN EXHIBIT C; APPROVING A CONDITIONAL USE PERMIT; AND APPROVING A MAJOR SITE PLAN FOR THE CONSTRUCTION OF A 7-UNIT RESIDENTIAL URBAN PLANNED DEVELOPMENT; PROVIDED FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE**

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

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

WHEREAS, Cotleur & Hearing, a land development firm, on behalf of The Lord’s Place, Inc. (the applicant) has petitioned the City of Lake Worth Beach (the City) for creation of a Residential Urban Planned Development District to allow for the approval of a 7-unit residential development on a site located at 825 & 827 South Federal Highway (PCNS 38-43-44-27-01-021-0140 and 38-43-44-27-01-021-0160) as further described in Exhibit A (the Property) within the MU-FH Zoning District and the MU-E Future Land Use designation, which, if approved, shall constitute an amendment to the City’s official zoning map; and

WHEREAS, on September 1, 2021, the Lake Worth Beach Planning and Zoning Board (P&Z Board) considered the subject application for a Residential Urban Planned Development District, Major Site Plan, and Conditional Use Permit, and recommended that the City Commission not approve the creation of this residential urban planned development subject to specific district development standards and certain enumerated conditions; and



46 WHEREAS, on October 5, 2021, the City Commission voted to approve on first  
47 reading the subject application; and  
48

49 WHEREAS, the City Commission has considered all of the testimony and evidence  
50 and has determined that the Residential Urban Planned Development District, Major Site  
51 Plan, and Conditional Use Permit including the development regulations and conditions,  
52 meets the requirements of the Land Development Regulations, Section 23.3.25.  
53

54 **NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE**  
55 **CITY OF LAKE WORTH BEACH, FLORIDA, that:**  
56

57 Section 1. Recitals. The foregoing recitals are true and correct and are hereby  
58 affirmed and ratified.  
59

60 Section 2. The Residential Urban Planned Development District located within the MU-  
61 FH Zoning District with a future land use designation of MU-E, as described more  
62 particularly in **Exhibit A**, is hereby approved. This approval includes the approval of the  
63 following elements to be known as the Master Development Plan: (a) Residential Urban  
64 Planned Development (b) Major Site Plan, (c) Conditional Use Permit, (d) district  
65 development standards (**Exhibit B**), (e) conditions of approval (**Exhibit C**); (f) required  
66 plans including the site plan, landscape plan, and civil & drainage plans; (g) supplemental  
67 supporting documents, as well as all agreements, provisions and/or covenants which  
68 shall govern the use, maintenance, and continued protection of the residential urban  
69 planned development and any of its common areas or facilities. The applicant is bound  
70 to all elements and requirements of the Master Development Plan.  
71

72 Section 3. The City's zoning maps shall be updated to reflect the changes to the  
73 property described in **Exhibit A**.  
74

75 Section 4. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict  
76 herewith are hereby repealed to the extent of such conflict.  
77

78 Section 5. Severability. If any provision of this ordinance or the application thereof is  
79 held invalid by a court of competent jurisdiction, the invalidity shall not affect other  
80 provisions of the ordinance which can be given effect without the invalid provision or  
81 application, and to this end the provisions of this ordinance are declared severable.  
82

83 Section 6. Effective Date. This ordinance shall become upon its final passage.  
84

85  
86 The passage of this ordinance on first reading was moved by \_\_\_\_\_, seconded by  
87 \_\_\_\_\_ and upon being put to a vote, the vote was as follows:  
88

- 89 Mayor Betty Resch  
90 Vice Mayor Herman Robinson  
91 Commissioner Sarah Malega  
92 Commissioner Christopher McVoy

93 Commissioner Kimberly Stokes

94  
95 The Mayor thereupon declared this ordinance duly passed on first reading on the  
96 5<sup>th</sup> day of October, 2021.

97  
98 The passage of this ordinance on second reading was moved by  
99 \_\_\_\_\_, seconded by \_\_\_\_\_, and upon being put to a vote,  
100 the vote was as follows:

101  
102 Mayor Betty Resch  
103 Vice Mayor Herman Robinson  
104 Commissioner Sarah Malega  
105 Commissioner Christopher McVoy  
106 Commissioner Kimberly Stokes

107  
108  
109 The Mayor thereupon declared this ordinance duly passed on the \_\_\_\_\_ day of  
110 \_\_\_\_\_, 2021.

111  
112 LAKE WORTH BEACH CITY COMMISSION

113  
114  
115 By: \_\_\_\_\_  
116 Betty Resch, Mayor

117 ATTEST:

118  
119  
120 \_\_\_\_\_  
121 Melissa Ann Coyne, City Clerk  
122  
123

### Exhibit A

**DEPARTMENT FOR COMMUNITY SUSTAINABILITY, PLANNING, ZONING AND HISTORIC PRESERVATION DIVISION**  
**PROPERTY DESCRIPTION FOR PZB CASE No. 20-01400036**

124 The subject site is a vacant 0.53 acre sit comprised of two parcels. The site is located at 825 & 827 South Federal  
 125 Highway on the west side of South Federal Highway and includes the northern 20 ft of the abandoned 9<sup>th</sup> Avenue  
 126 South right-of-way adjacent and south of 827 South Federal Highway.

<b>Applicant</b>	Cotleur & Hearing on behalf of The Lord’s Place, Inc.
<b>Owner</b>	Lords Place Inc.
<b>General Location</b>	Northwest corner of South Federal Highway and 9 <sup>th</sup> Avenue South
<b>Existing PCN Numbers</b>	38-43-44-27-01-021-0140; 38-43-44-27-01-021-0160
<b>Existing Land Use</b>	Vacant
<b>Zoning</b>	Mixed Use – Federal Highway (MU-FH)
<b>Future Land Use Designation</b>	Mixed Use – East (MU-E)



**Exhibit B****DEVELOPMENT STANDARDS FOR PZB CASE No. 20-01400036 (Ordinance 2021-16)**

Development Standard		Base Zoning District	Residential Urban Planned Development with Sustainable Bonus Incentive Program (SBIP)	Proposed
Min. Lot Size in square feet (sf)		5,000 sf	Greater or equal to 21,780 sf (0.5 acres)	22,950 sf (0.52 acres)
Min. Lot Width		50 ft.	50 ft.	170 ft.
Min. Setbacks	Front	10 ft.	10 ft.	10 ft.
	Rear	13.5 ft.	15 ft.	14 ft.
	Street Side	10 ft.	10 ft.	20 ft.
	Interior Side	10 ft.	10 ft.	53 ft.
Max. Impermeable Surface Coverage		55%	55%	50.68%
Max. Structure Coverage		45%	45%	33.3%
Min. Pervious Landscaped Area in Front Yard		900 sf.	900 sf.	1,121 sf.
Min. Living Area for a Three-Bedroom Unit		900 sf.	900 sf.	<b>636 sf. per unit*</b>
Parking Spaces		14 spaces	14 spaces	14 spaces (13 spaces + 4 bike rack spaces)
Max. Density		20 du/acre or 10 units	25 du/acre or 13 units	14 du/acre or 7 units

Development Standard	Base Zoning District	Residential Urban Planned Development with Sustainable Bonus Incentive Program (SBIP)	Proposed
Max. Building Height	30 ft.	43.75 feet	19 ft.8 in. to the average height between the eave and ridge  21'2" to the top of the ridge
Floor Area Ratio (FAR) Limitations	0.6	1.2	0.33
<p><i>* Request to relax these items is addressed as part of the Residential Urban Planned Development analysis.</i></p>			

128 **Exhibit C**

**DEPARTMENT FOR COMMUNITY SUSTAINABILITY, PLANNING, ZONING AND HISTORIC PRESERVATION DIVISION**  
**CONDITIONS OF APPROVAL FOR PZB CASE No. 20-01400036**

129 **Electric Utilities:**

- 130 1. Prior to the issuance of a Certificate of Occupancy, the following actions shall be completed:
- 131 a. Provide electrical plans and ensure the plans include the electrical riser diagram.
- 132 b. Indicate the voltage the project requires and whether a three-phase or single-phases is
- 133 needed.
- 134
- 135 2. The electrical services for the proposed building will come from the rear alley.
- 136
- 137 3. If the customer is wanting the service to be fed by a padmount transformer, the City will need a
- 138 10-ft-wide utility easement for the padmount transformer location and the electrical line that will
- 139 be run from the new pole to the padmount transformer. A padmount transformer will need 8-ft
- 140 minimum clearance in front of it and 3-ft minimum clearance on the sides and rear of it, including
- 141 any landscaping. The customer will be responsible for installing any electrical conduit needed by
- 142 Lake Worth Beach and at the proper depths.
- 143
- 144 4. If the electric service will only need one meter, and if this service is larger than 320 amps, the
- 145 electric service will need to be run through a CT Cabinet and be CT-metered.
- 146

147 **Planning and Zoning:**

- 148 1. Per LDR Section 23.6-1(c)(3)(h), all ground level mechanical equipment shall be screened with
- 149 shrub hedging or opaque fencing or walls, regardless whether it is visible from the street.
- 150
- 151 2. While the building and mechanical equipment may be located in the 20-foot abandoned ROW
- 152 area, they shall not be located within utility easement. If an easement is required, an updated
- 153 survey shall be submitted prior to the issuance of a building permit and reflect the easement and
- 154 the right of way abandonment.
- 155
- 156 3. A Declaration of Unity of Title shall be required combining all properties prior to issuance of a
- 157 building permit.
- 158
- 159 4. All lighting shall be shielded (full cut-off) so as to not trespass upon neighboring residential
- 160 properties or districts in excess of 12.57 lumens when measured from the property line and shall
- 161 comply with lighting code regulations in [LDR Section 23.4-3](#). LED lighting shall have a warm tone
- 162 of 2700K or less and light fixtures shall be consistent with the architectural style of the building.
- 163 Manufacturing cut-sheets for proposed fixtures and sconces in compliance with this condition
- 164 shall be provided prior to issuance.
- 165
- 166 5. Prior to the issuance of a building permit, submit the manufacturing details of the pervious
- 167 parking pavers. The details shall include the pavers' percolation rate which shall be at least 50%
- 168 relative to the ground percolation rate. a paver maintenance plan to ensure that it will maintain
- 169 its permeability over time.
- 170

- 171 6. All proposed signage shall be applied for on a city building permit and shall comply with the sign  
172 code, LDR Section 23.5-1.
- 173
- 174 7. The architectural plans shall be revised to depict the total length of the east elevation and the  
175 measurements for each opening prior to first reading by the City Commission.
- 176
- 177 8. Florida Green Building certification shall be obtained prior to the issuance of a Certificate of  
178 Occupancy.
- 179
- 180 9. The minimum living area requirement in Section 23.3-20(c)(4)(B)(4) shall be met through the  
181 provision of a minimum unit size of 636 sf per 3-bedroom unit, as proposed, and the equivalent  
182 indoor common space area that is accessible to residents for a total of 900 sf per each 3-bedroom  
183 unit. Should the Lord's Place cease operations at this facility, then the residential units shall be  
184 modified to comply with the minimum unit size.
- 185

186 **Public Works:**

- 187 1. Prior to the issuance of a building permit, the following actions shall be completed:
  - 188 a. Permits from the Lake Worth Drainage (LWDD) District's Engineering Department and the  
189 South Florida Water Management District's (SFWMD) Engineering Department shall be  
190 obtained, if necessary, and furnish to the City.
  - 191 b. An Erosion Control plan shall be submitted and indicate the BMP's and NPDES compliance  
192 practices.
- 193
- 194 2. Prior to the issuance of a Certificate of Occupancy, the following actions shall be completed:
  - 195 a. The entire surrounding off-site infrastructure inclusive of the roadway, sidewalk, curbing,  
196 stormwater system piping and structures, valve boxes, manholes, landscaping, striping,  
197 signage, and other improvements shall be restored to the same or better condition as  
198 prior to construction.
  - 199 b. All disturbed areas shall be fine graded and sodded with Bahia sod.
  - 200 c. Broom sweep all areas of the affected right of way and remove of all silt and debris  
201 collected as a result of construction activity.
  - 202 d. Restore the right of way to a like or better condition. Any damage to pavement, curbing,  
203 striping, sidewalks or other areas shall be restored in kind.
  - 204 e. These conditions of approval shall be satisfied under jurisdiction of the Dept. of Public  
205 Works.
- 206
- 207 3. The issuance of any permits shall comply with all provisions of the Lake Worth Municipal Code  
208 and all other applicable standards including but not limited to the Florida Department of  
209 Transportation (FDOT), Manual on Uniform Traffic Control Devices (MUTCD), and City of Lake  
210 Worth Public Works Construction Standards and Policy and Procedure Manual.
- 211
- 212 4. Prior to performing work in the right of way, the issuance a "Right of Way/Utility Permit" is  
213 required for the scope of work being performed.
- 214

215

216

**Utilities Water & Sewer:**

217

1. Prior to the issuance of a building permit, the following actions shall be completed:

218

b. Obtain approval from FDOT on Access Management for driveway cuts.

219

a. Submit proof of approval from the Florida Department of Transportation (FDOT) on access management for driveway cuts.

220

221

b. Prepare a sketch and legal descriptions for the easement over the fire hydrant. There are two sketch and legal descriptions anticipated since the fire hydrant will be centered over what will now be the property lines.

222

223

224

c. An Erosion Control plan and with the BMPs and NPDES compliance practices shall be provided for the project site.

225

226

d. Reserved capacity fees for water and sewer shall be paid in full in accordance with the current City Ordinance.

227





DEPARTMENT FOR COMMUNITY SUSTAINABILITY  
Planning Zoning Historic Preservation Division  
1900 2<sup>ND</sup> Avenue North  
Lake Worth Beach, FL 33461  
561-586-1687

DATE: August 25, 2021

TO: Members of the Planning and Zoning Board

FROM: Debora Slaski, Principal Planner

THRU: William Waters, AIA, NCARB, LEED, AP BD+C, ID, SEED, Director for Community Sustainability

MEETING: September 1, 2021 – *Continued from August 4, 2021, per an affected party request.*

SUBJECT: **PZB Project Number 20-01400036:** A request by Coteleur & Hearing, a land development firm, on behalf of The Lord's Place, Inc. to consider a Residential Urban Planned Development, Major Site Plan, Conditional Use Permit, and Right of Way Abandonment to allow the construction of a seven-unit, multi-family residence at 825 South Federal Highway, 827 South Federal Highway, and a portion of 9<sup>th</sup> Avenue South, within the Mixed Use – Federal Highway (MU-FH) zoning district commonly known as "Burckle Place III." The subject properties PCNs are 38-43-44-27-01-021-0140 and 38-43-44-27-01-021-0160.

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**REQUEST:**

The proposal for consideration by the Planning and Zoning Board includes the following:

1. **Residential Urban Planned Development** to construct a seven-unit multifamily development.
2. **Major Site Plan** for the development of a new multi-family building in excess of 7,500 square feet.
3. **Conditional Use Permit** to establish a residential master plan greater than 7,500 square feet.

A **Right-of-Way Abandonment** request for the abandonment of the northern 20 feet of 9<sup>th</sup> Avenue South is part of the request for City Commission consideration and final action.

The Planning & Zoning Board (PZB) initially heard the request at the March 3, 2021 PZB meeting. The PZB recommended denial and highlighted several concerns related to consistency with the City's Major Thoroughfare Design Guidelines and the applicant's request to relax the minimum number of parking spaces, and the minimum living space and dumpster enclosure size requirements. Several residents in the area also expressed concerns on consistency with the Major Thoroughfare Design Guidelines, parking in the unpaved right-of-way, and the nature of the residential use.

The request has been revised subsequent to the March 3, 2021 meeting and the applicant is requesting consideration of the revised proposal by the PZB. Revisions made include a new parking lot configuration on the north side of the property instead of the east, which previously faced Federal Highway. A decrease in the number of units from eight to seven is also proposed; this decrease eliminated the need to request to relax the minimum

number of parking spaces, therefore, the parking requirement is now in compliance. The architectural elevations and building placement were also revised to further comply with the Major Thoroughfare Design Guidelines and to address concerns made by the PZB and the residents. Landscape was revised accordingly to address the site modifications, including a robust number of native landscape (97% of the trees are native and 75% of the groundcovers, shrubs and palms are native).

The subject 0.53 acres vacant site is made up of 825 South Federal Highway, 827 South Federal Highway, and the northern 20 feet of 9<sup>th</sup> Avenue South, which is located at the northwest corner of South Federal Highway and 9<sup>th</sup> Avenue South. Once combined, the site will measure approximately 22,950 square feet.

The development proposal, commonly known as Burckle Place III, consists of a 7,885 square foot, one-story residential building inclusive of seven multi-family units, an office associated with the development, a counseling room, and a common area with kitchen and dining facilities. Each unit measures 636 square feet and includes three bedrooms, one bathroom, kitchenette/living room area, and laundry/storage room. The parking lot is now located been on the north side of the property, with 12 of the 13 parking spaces located behind the front building line. Additionally, a four-space bike rack is proposed to the west of the building, which is equivalent to one parking space per LDR Section 23.4-10(I). Therefore, a total of 14 off-street parking spaces (inclusive of the bicycle rack) required and proposed.

The multi-family building will be owned and operated by The Lord's Place, Inc. Based on the applicant's market analysis, The Lord's Place, Inc. is a non-profit business in Palm Beach County that aims towards helping the County's homeless population. The proposed Burckle Place III proposes a multi-family residential use with special programming to assist 21 women, who have experienced homelessness, and provides services to aid their transition to independent market-rate housing. The housing model prioritizes half of its units for women over the age of 55 and allow women under 55 in age to reside in the remaining units. Burckle Place III will be offering services as part of their housing program including but not limited to case management, basic needs assistance (food, clothing, hygiene items), benefits coordination, therapy, job training, financial literacy, tutoring, and health education. Other activities that will be offered to residents are on-site yoga sessions, meditation, art lessons, and self-defense workshops. Per the applicant, the facility is not a transient shelter, but rather a supportive housing option where individuals would be selected and placed in the multi-family units with access to supportive services.

**Staff Recommendation:**

The documentation and materials provided have been reviewed for compliance with the applicable guidelines and standards in the City of Lake Worth Beach Land Development Regulations (LDRs) and Comprehensive Plan. The proposed development generally meets the criteria of the Comprehensive Plan and LDRs. Therefore, staff recommends that the Board consider and provide a recommendation of approval with conditions to the City Commission for the Burckle Place III proposal, which consists of a Residential Urban Planned Development, Major Site Plan, and Conditional Use Permit.

**PROPERTY DESCRIPTION:**

<b>Applicant</b>	Cotleur & Hearing on behalf of The Lord’s Place, Inc.
<b>Owner</b>	Lords Place Inc.
<b>General Location</b>	Northwest corner of South Federal Highway and 9 <sup>th</sup> Avenue South
<b>Existing PCN Numbers</b>	38-43-44-27-01-021-0140; 38-43-44-27-01-021-0160
<b>Existing Land Use</b>	Vacant
<b>Zoning</b>	Mixed Use – Federal Highway (MU-FH)
<b>Future Land Use Designation</b>	Mixed Use – East (MU-E)



**BACKGROUND:**

Below is a timeline summary of the properties' histories based on the records of the Palm Beach Property Appraiser and City:

- 825 South Federal Highway (vacant)
  - April 12, 2000 to September 30, 2001 – Front Row Rentals held a business license for the rental of nine residential units.
  - March 28, 2002 to September 30, 2003 – Front Row Rentals held a business license for a nine-unit motel.
  - September 4, 2003 to September 30, 2006 – G & P Real Estate LLC held a business license for the rental of nine residential units.
  - March 27, 2006 – a commercial demolition permit was issued to demolish the two residential complexes.
  - February 2, 2021 – there are no active business licenses linked to this site.
  - February 2, 2021 – there are no open code compliance violations linked to this site.
  
- 827 South Federal Highway (vacant)
  - February 2, 2021 – there are no active business licenses linked to this site.
  - February 2, 2021 – there are no open code compliance violations linked to this site.

**ANALYSIS:****Consistency with the Comprehensive Plan and Strategic Plan**

The subject site has a Future Land Use (FLU) designation of Mixed Use – East (MU-E). Per Policy 1.1.1.5, the MU-E FLU 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 central commercial core and major thoroughfares of the City. The preferred mix of uses area-wide are 75% residential and 25% non-residential. The proposed residential development is a residential use proposed along one of the City's Major Thoroughfares, Federal Highway. Therefore, the proposed use consistent with the intent of the MU-E FLU.

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.A, and Pillar II.B of the Strategic Plan state that the City shall diversify housing options and continue crime reduction and prevention in achieving a safe, livable and friendly community. Burckle Place III proposes a multi-family residential use with special programming to assist women who have experienced homelessness and provide services to help aid their transition to independent living in market rate housing. The applicant also proposes security perimeter fencing and two security gates on the site. Therefore, the project is consistent with Pillars II.A and II.B of the City's Strategic Plan. Pillars II.C, II.D, II.E and II.F are not applicable to this project.

Based on the analysis above, the proposed development is consistent with the applicable goals, objectives, and polices of the adopted Comprehensive Plan and Strategic Plan.

**Consistency with the Land Development Regulations**

Per LDRs 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 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.

**Mixed Use – Federal Highway (MU-FH):** Per LDR Section 23.3-16(a), the MU-FH zoning district is intended to provide for limited retail, office, hotel/motel, and low-density multi-family residential development. The proposed residential development provides low-density multi-family housing less than 20 units per acre. As such, the proposal is consistent with the intent of the MU-FH district.

The table below shows the proposed site features and its compliance with the LDRs, factoring in the Sustainable Bonus incentives, Planned Development incentives, and the Comprehensive Plan maximums:

Development Standard	Base Zoning District	Residential Urban Planned Development with Sustainable Bonus Incentive Program (SBIP)	Proposed
Min. Lot Size in square feet (sf)	5,000 sf	Greater or equal to 21,780 sf (0.5 acres)	22,950 sf (0.52 acres)
Min. Lot Width	50 ft.	50 ft.	170 ft.
Min. Setbacks	Front	10 ft.	10 ft.
	Rear	13.5 ft.	14 ft.
	Street Side	10 ft.	20 ft.
	Interior Side	10 ft.	53 ft.
Max. Impermeable Surface Coverage	55%	55%	50.68%
Max. Structure Coverage	45%	45%	33.3%
Min. Pervious Landscaped Area in Front Yard	900 sf.	900 sf.	1,121 sf.
Min. Living Area for a Three-Bedroom Unit	900 sf.	900 sf.	<b>636 sf. per unit*</b>
Parking Spaces	14 spaces	14 spaces	14 spaces (13 spaces + 4 bike rack spaces)
Max. Density	20 du/acre or 10 units	25 du/acre or 13 units	14 du/acre or 7 units
Max. Building Height	30 ft.	43.75 feet	19 ft.8 in. to the average height between the eave and ridge 21'2" to the top of the ridge
Floor Area Ratio (FAR) Limitations	0.6	1.2	0.33

*\* Request to relax these items is addressed as part of the Residential Urban Planned Development analysis.*

**Landscaping:** The development proposal complies with the City's landscape regulations and the plan exceeds the minimum native species requirement; however, it is listed as a condition of approval that certain proposed non-native species (*Clusia Guttifera*, a non-native tree, and *Clusia Flava*, a non-native shrub) shall be replaced with

native species. The installation of landscape screening around the ground level mechanic equipment as required in LDR Section 23.6-1(c)(3)(h) is also listed as a condition of approval. The landscape plan can be viewed in Attachment B.

**Signage:** One 17-square foot monument sign is proposed on the site to face South Federal Highway. It is listed as a condition of approval that a building permit shall be submitted for proposed signs in accordance with, LDR Section 23.5-1.

**Lighting and Security:** Public safety features in the form of lighting, and access control are proposed to enhance safety and security. The photometric plan provided depicts acceptable lighting levels within the common areas and parking lot. The site is surrounded by aluminum fencing measuring six feet high along with two security gates that restrict access to the parking lot. The gates are set back 29 feet from the edge of pavement to allow vehicles to stack within the site and out of the public right of way to avoid blocking the traffic lane and sidewalk. It has also been noted that there will be overnight security personnel on site. Lighting has been conditioned to comply Dark Sky guidelines, including shielded light fixtures and warm temperature LED lighting.

**Impermeable Surface Coverage:** The site plan proposes 13,401 square feet (58.39%) square feet of impervious surface area; however, 3,540 square feet of semi-pervious surface area is provided. Per LDR Section 23.1-12, two square feet of semi-pervious surface shall be equivalent to one square foot of impervious surface for the purpose of calculating development regulations. Therefore, of the 3,538 square feet of semi-pervious surface area, 1,769 square feet shall count towards impermeable surface coverage. The total impermeable surface area equals 11,632 square feet ( $13,401 - 1,769 = 11,632$ ) or 50.68% of the total site area of 22,950 square feet. Thus, the project as proposed complies with the City's maximum impermeable surface allowance of 55%. As a condition of approval, the site data shall be revised for consistency prior to certification to include the 1,002 square feet listed as "Sidewalks – Impervious" under Lot Coverage as part of the impervious amount listed under "Land Use".

**Major Thoroughfare Design Guidelines:** The project is generally consistent with the Major Thoroughfare Design Guidelines. The architecture of the one-story building consists of a horizontal design with a two-story high façade at the middle, which enhances the building entrance. The different fenestrations help break up the long façade span. The color palette consists of white with teal and gray accents. The building façade is white (stucco finish) with teal color accents on the building entrances and Bahama shutters. The pitched roof is 4:12 ratio which exceeds the minimum 5:12 ratio requirement. The façade glazing is required to be a minimum of 25% and 25% is proposed, based on the plans. To ensure compliance, it is noted as a condition of approval that the architectural plans shall be revised to depict the total length of the east elevation and the measurements for each opening.

Regarding building massing, page 32 of the City's Major Thoroughfare Design Guidelines states that building massing shall reflect similar dimensions to surrounding buildings and landscape. Block 21 and 30 are comprised of 63.5% one-story buildings, 31.5% two-story buildings, and 5% three-story buildings. While a majority of the block is made up of one-story buildings, the buildings that are adjacent to the subject site are two-story buildings. Therefore the two-story building composition is a requirement for at least a portion of the building to ensure conformity with the surrounding developments. The proposed design composition places the higher sections of the building towards the center providing a middle focal point. The roof height is at approximately 18 feet high with the highest peak at 21 feet approximately. The properties immediately to the south, north, and east have heights between 20 feet and 25 feet.

Page 26 of the Major Thoroughfare Design Guidelines states that on-site parking shall be placed either behind or on the side of the building, not in the front, whenever possible. The proposed parking lot is located on the north side of the building. Although one parking space is located east of the security gate, the remaining parking spaces

are located west of the security gate and the eight-foot wide landscape island, which provides a visual buffer between the parking spaces and Federal Highway right-of-way. The applicant's justification is located in Attachment C.

**Parking:** Per LDR Section 23.4-10(f)(1)(A), multi-family units with more than two bedrooms require two off-street parking spaces per unit. With the proposed seven three-bedroom units, a total of 14 off-street parking spaces are required on the site. The project proposes a total of 13 off-street parking spaces. Additionally, a four-space bike rack is proposed to the west of the building that counts as one parking space per LDR Section 23.4-10(l). Therefore, a total of 14 off-street parking spaces are proposed, which complies with the minimum required parking.

**Minimum Living Area:** The applicant is seeking to modify the minimum living area size for individual units and provide equivalent accessible indoor common space for residents. As part of the residential urban planned development application, an applicant may request a relaxing or waiving of code requirements. This requires a modification of the requirements in LDR Section 23.3-20(c)(4)(B)(4), which the applicant has provided justification for in Attachment C. Per LDR Section 23.3-20(c)(4)(B)(4), a three-bedroom unit shall have a minimum of 900 square feet. All seven three-bedroom units propose 636 square feet of living area, which is 264 square feet less than required. The applicant states that the residential building has several communal areas that offsets the need to increase the size of each individual unit. The applicant states that the facility anticipates residents to spend the majority of their time outside of their units. Staff has analyzed the total space of the communal areas, excluding the office, which totals 2,138 square feet, and this area divided by the total number of units is equivalent to the additional 305.4 square feet, for a total of 941.4 square feet.

**Dumpster Enclosure:** The Public Works Department requires a minimum 12 ft by 10 ft dumpster enclosure. The site plan does show a 12 ft by 10 ft dumpster enclosure that complies with the code. Therefore, the minimum size requirement for a dumpster enclosure is met.

#### **Residential Urban Planned Development:**

The intent of this section of the LDRs is to encourage, through incentives, the use of innovative land planning and development techniques to create more desirable and attractive development in the City. Incentives include but are not limited to:

1. Relaxing or waiving of height, setback, lot dimensions, and lot area requirements;
2. Allowing an increase in density or a decrease in minimum living area per dwelling unit; and
3. Permitting uses or a mixture of uses not normally permitted in the underlying zoning district.

The proposed project is a residential urban planned development with seven multi-family units. The sections of the LDRs that the applicant is requesting to relax or waive as part of the residential urban planned development are outlined under the "Consistency with the City's LDR Requirements" analysis section above and includes a request to **reduce the minimum living space configuration and design for the residential units.**

It is noted that per LDR Section 23.3-25(e)(3), a mixed use urban planned development can have a solely residential use. The criteria below list the requirements of all residential/mixed use urban planned developments.

#### **Section 23.3-25(e) – Mixed Use Urban Planned Development District**

1. *Location.* Urban planned developments may be located in any mixed-use district, such as Mixed Use — East, Mixed Use — West, Mixed Use — Dixie Highway, Mixed Use — Federal Highway, Transit Oriented Development — East, and Downtown with the exception of the neighborhood commercial district. Industrial planned developments are not allowed as a mixed use urban planned development.

**Staff Analysis:** The proposed subject site is located within the MU-FH zoning district. **Meets Criterion.**

2. *Minimum area required.* The minimum area required for an urban planned development district shall be 0.5 acres.

**Staff Analysis:** This residential urban planned development will be situated on a lot of 22,950 square feet, or approximately 0.52 acres, which is over the required minimum area. **Meets Criterion.**

3. *Permitted uses.* Permitted uses within a mixed use urban planned development are shown in Article 3 of these LDRs. An urban planned development may be residential along or may be any mixture of residential, retail, commercial, office, personal services, institutional, and cultural and artisanal arts or other uses specifically listed within the use tables of Section 23.3-6 for the districts where the planned development is to be located.

**Staff Analysis:** The project will be solely residential, containing seven three-bedroom multi-family units. **Meets Criterion.**

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

**Staff Analysis:** The project complies with the minimum required setbacks of the base zoning district, MU-FH. **Meets Criterion.**

5. *Parking and loading space requirements.* Parking and loading spaces shall be provided pursuant to Article 4 of these LDRs.

**Staff Analysis:** Per LDR Section 23.4-10(f)(1)(A), multi-family units with more than two bedrooms require two off-street parking spaces per unit. With the proposed seven three-bedroom units, a total of 14 off-street parking spaces are required on the site. The project proposes a total of 13 off-street parking spaces. Additionally, a four-space bike rack is proposed to the west of the building that counts as one parking space per LDR Section 23.4-10(l). Therefore, a total of 14 off-street parking spaces are proposed, which complies with the minimum required parking. **Meets Criterion.**

6. *Landscaping/buffering.* Landscaping and buffering shall be provided as required by Section 23.6-1.

**Staff Analysis:** The required landscaping and buffering is being provided along all sides of the project, and conforms to Section 23.6-1. **Meets Criterion.**

7. *Illumination.* Any source of illumination located within a commercial or industrial planned development district shall not exceed one (1) foot candle at or beyond the boundaries of such development.

**Staff Analysis:** The project site is not located in a commercial or industrial planned development district; the project is located within a mixed-use zoning district. The photometric plan provided complies with LDRs Section 23.4-3, Exterior Lighting. **Meets Criterion.**

8. *Outdoor storage.* All outdoor storage facilities are prohibited in any mixed use urban planned development district.



**Staff Analysis:** No outdoor storage facilities are proposed as part of this development application. **Meets Criterion.**

9. *Sustainability.* All mixed use residential planned development districts shall include provisions for sustainability features such as those listed in Section 23.2-33 of the City of Lake Worth Sustainable Bonus Incentive Program.

**Staff Analysis:** Staff has conditioned the project to be certified by the Florida Green Building Coalition prior to the issuance of a Certificate of Occupancy. In addition, a robust number of native landscaping is proposed. **Meets Criterion as conditioned.**

**Master Development Plan (Major Site Plan):**

A master site plan is required in conjunction with a residential urban planned development. The review criteria below 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.

**Section 23.2-31(c): Qualitative Development Standards**

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.

**Staff Analysis:** The proposal is efficiently organized to allow for appropriate site circulation and will provide native landscaping buffers that are more substantial than adjoining properties. The massing and scale of the proposal is also generally consistent with the character of neighboring properties. Properties immediately to the south, north, and east measure between 20 feet and 25 feet in height. The applicant states that the proposed building (approximately 20 feet in height) will not be disproportionate to the surrounding properties and will provide a smooth transition between the Single Family Residential and Mixed Use – Federal Highway zoning districts. **Meets Criterion.**

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

**Staff Analysis:** The survey provided shows seven existing trees within the site, which six are palm trees and one is a shade tree. The existing trees will be removed, due to their poor condition, and replaced with new material. Also, new native landscaping will be installed to enhance the vacant condition of the property. **Meets Criterion.**

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.

**Staff Analysis:** A six-foot-high aluminum fence is proposed around the perimeter of the property in addition to landscape buffering. Landscaping is provided on both sides of fencing along the alley and along the south property line. Landscaping is provided in front of fencing along the north property line and along South Federal Highway. The applicant states that the fence and landscape buffers intend to enhance site security, privacy, and soften the impact of the fence and the building. **Meets Criterion**

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.

**Staff Analysis:** As mentioned in the criterion above, the site will have perimeter fencing and landscaping on all sides to provide privacy to the residents. Additionally, the site plan proposes two 25-foot wide security gates at the front of the property facing South Federal Highway. The gates are set back 29 feet from the outer edge of the sidewalk to prevent stacking of automobiles in the public right of way. **Meets Criterion.**

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.

**Staff Analysis:** Emergency vehicles may access the development through the northeast vehicular gate along South Federal Highway which provides emergency access through the front of the building. **Meets Criterion.**

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.

**Staff Analysis:** Vehicular access to the site is provided off of South Federal Highway and the alley to the west. Pathways between the building entrances and the sidewalk along Federal Highway are proposed. **Meets Criterion.**

7. *Pedestrian circulation.* There shall be provided a pedestrian circulation system which is insulated as completely as reasonably possible from the vehicular circulation system.

**Staff Analysis:** There are three entrances to the building, all of which have a walkway that connects the building entrance to the public sidewalk along South Federal Highway. The parking area has direct access to said walkways. **Meets Criterion.**

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.

**Staff Analysis:** As stated, primary vehicular access to the site is provided off of South Federal Highway, with a secondary access from the alley to the west. Clear visibility areas are provided adjacent to the driveway for safety. There is only one, two-way, curb cut off of Federal Highway. Stacking distance for at minimum of one vehicle is provided between the security gate and Federal Highway; this will allow for vehicles to safely wait for the gate to open without blocking the traffic on Federal Highway or the sidewalk. The Applicant states that a majority of the onsite traffic will be limited to staff and van operators; therefore, the stacking distance proposed can be supported. **Meets Criterion.**

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.

**Staff Analysis:** The applicant states that vehicular and pedestrian circulation will be coordinated with the existing street pattern as vehicles will access the site from South Federal Highway. **Meets Criterion.**

10. *Design of on-site public right-of-way.* On-site public street and rights-of-way shall be designed for maximum efficiency. They shall occupy no more land than is required to provide access, nor shall they unnecessarily fragment development into small blocks. Large developments containing extensive public rights-of-way shall have said rights-of-way arranged in a hierarchy with local streets providing direct access to parcels and other streets providing no or limited direct access to parcels.

**Staff Analysis:** There are no on-site public rights-of-way. All vehicular access will be from South Federal Highway. **Meets Criterion.**

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.

**Staff Analysis:** Landscape buffers are provided along the front of the property to screen the parking area from South Federal Highway. Landscape buffers are also provided along the north property line to screen the parking from the adjacent property to the north. The property provides substantial landscape buffers around the site, specially between the proposed parking area and South Federal Highway. **Meets Criterion.**

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.

**Staff Analysis:** The site plan proposes the dumpster with a 12 feet by 10 feet enclosure on the north side of the property. The enclosed is a concrete wall with stucco finish and opaque powder-coated aluminum gates. In addition to the concrete enclosure, there will be shrub hedging installed around three sides of the enclosure which will be installed at a height of 24 inches and be maintained at a minimum height of 4.5 feet. **Meets Criterion.**

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.

**Staff Analysis:** The proposal will provide infill development on a previously vacant site and add landscaping to the site and along the Federal Highway corridor. The applicant states that the owner and operator of the property, The Lord's Place, Inc., is committed to being good neighbors in the community, continuously maintaining the site and installing safety features that provide privacy and security to its residents. **Meets Criterion.**

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

**Staff Analysis:** The subject site is within the MU-FH zoning district and surrounded by MU-FH zoned properties to the north, east, and south. To the west are properties in the SFR zoning district comprised on single family and multi-family residences. The massing of the building and the landscape buffering will provide an appropriate transition from the MU-FH zoning district to the neighboring SFR zoning district. **Meets Criterion.**

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.

**Staff Analysis:** The surrounding properties are developed and primarily residential in nature. The proposal is consistent with the residential character of the area and considers future development and redevelopment in the vicinity of the subject site. **Meets Criterion.**

**Section 23.2-31(l): Community Appearance Criteria**

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

**Staff Analysis:** The proposed architectural is in conformity with good taste and generally contributed to the image of the city. Through the City's preliminary review and site plan review process, the architecture was modified for consistency with the guidance in the Major Thoroughfare Design Guidelines. **Meets Criterion.**

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.

**Staff Analysis:** The architectural style of the proposed project is a modern interpretation of coastal vernacular. A modern vernacular style was featured in the Federal Highway Sub-Area of the Major Thoroughfare Design Guidelines. The renderings indicate that the design and appearance will not be of an inferior quality in regards to construction materials or appearance as to cause materially depreciation in value in the area. The owner of the property, Lord's Place Inc., owns and operates other residential facilities in the City, and prides themselves on maintaining safe and clean sites. **Meets Criterion.**

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.

**Staff Analysis:** The proposal is consistent with the City's Comprehensive Plan and Strategic Plan, and generally consistent with the City's LDRs and Major Thoroughfare Design Guidelines. The applicant states that the site has been carefully designed to be efficient, easily accessible, and provides landscaping material with consideration to each species selected and its location. **Meets Criterion.**

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

**Staff Analysis:** The project's compliance with the community appearance and conditional use criteria is detailed within this staff report. **Meets Criterion.**

**Conditional Use Permit:**

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

**Section 23.2-29(d): General findings relating to harmony with LDRs and protection of public interest**

The proposed project is consistent with the general findings relating to harmony with the LDRs and protection of public interest, as follows:

1. The conditional use exactly as proposed at the location where proposed will be in harmony with the uses which, under these LDRs and the future land use element, are most likely to occur in the immediate area where located.

**Staff Analysis:** The site contains a zoning designation of MU-FH. Based on the intent of the MU-FH zoning district, uses most likely to occur in the district are retail, office, hotel/motel, and low-density multi-family uses. The use of this project, which is multi-family residential, is consistent with the types of uses anticipated to occur in the MU-FH zoning district and the MU-E future land use area. Therefore, the proposed residential urban planned development is compatible and harmonious with the existing and anticipated surrounding uses. **Meets Criterion.**

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

**Staff Analysis:** The existing uses in the surrounding area are as follows:

Direction	Future Land Use	Zoning District	Current Use
North (adjacent)	MU -E	MU-FH	Multi-family Residences
South (adjacent)	MU -E	MU-FH	New Sungate Motel
East (across S Federal Hwy)	MU -E	MU-FH	Multi-family Residences
West (across alleyway)	SFR	SFR	Mixture of Single-Family and Multi-Family Residences

The site is surrounded by a mixture of commercial and residential uses. The proposed use of multi-family residential is consistent with the surrounding commercial and residential uses. As it relates to the building massing, the properties immediately to the south, north, and east have heights between 20 feet and 25 feet. The applicant states that the proposed building will not be disproportionate to the surrounding properties and provides a smooth transition between the Single Family Residential and Mixed Use – Federal Highway zoning districts. **Meets Criterion.**

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

**Staff Analysis:** The proposal is not anticipated to result in greater harm than a use permitted by right. Residential uses are permitted by right. Further, the applicant has expressed that the property owners, The Lord's Place, Inc.,

intends on being a good neighbor in the community and has other sites in the City that can be looked at as an example for how they maintain their properties and run their program. **Meets Criterion.**

4. The conditional use exactly as proposed will not result in more intensive development in advance of when such development is approved by the future land use element of the comprehensive plan.

**Staff Analysis:** Based on the table on pages four and five, the project proposes a density, height, and floor area ratio (FAR) that is less than the maximum development potential allowed on this lot. Therefore, the project is not anticipated to be a more intensive development than what the Comprehensive Plan anticipates. **Meets Criterion.**

**Section 23.2-29(e): Specific standards for all conditional uses**

1. 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.

**Staff Analysis:** Based on the Palm Beach County Traffic Concurrency Letter, the subject site is located within the Coastal Residential Exception Area. Therefore, the multi-family proposal is exempt from the Traffic Performance Standards of Palm Beach County. Additionally, the proposed conditional use will not generate traffic volumes greater than a use permitted by right. Based on the code, a maximum of seven units measuring a minimum of 900 square feet are permitted by right on the site. The total gross area of seven 900 square foot units is 6,300 square feet, which does not require a Conditional Use Permit review. The Florida Department of Transportation's (FDOT) Trip Generation Table (8<sup>th</sup> Edition) shows that eight multi-family units (as previously proposed) are anticipated to generate 53 daily trips, five being PM peak trips. Because the trip generation analysis is based on the number of units and not the square footage of the residential building, the proposal will not generate higher traffic volumes than a use permitted by right at this site. The applicant has provided a traffic study as part of the application which can be viewed in Attachment C. **Meets Criterion.**

2. 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.

**Staff Analysis:** As stated, the proposed conditional use will not generate traffic volumes greater than a use permitted by right. Therefore, the project is not anticipated to produce a greater amount of through traffic on local streets than would result from a development permitted by right. **Meets Criterion.**

3. The proposed conditional use will not produce significant air pollution emissions, to a level compatible with that which would result from a development permitted by right.

**Staff Analysis:** Staff does not anticipate the proposed 7-unit multi-family development to produce significant air pollution emissions that are greater than that of a development permitted by right. The proposed residential use does not pose a pollution hazard to the nearby properties. **Meets Criterion.**

4. 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.

**Staff Analysis:** The proposal includes a 20-foot right of way abandonment of 9<sup>th</sup> Avenue South. However, the project is not anticipated to cause a higher net public cost or earlier incursion of public cost than what would result from a development permitted by right. **Meets Criterion.**

5. 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.

**Staff Analysis:** The applicant will be utilizing existing City utility lines. No adverse impact to infrastructure or public utilities is anticipated to occur as a result of this request. **Meets Criterion.**

6. The proposed conditional use will not place a demand on municipal police or fire protection service beyond the capacity of those services.

**Staff Analysis:** The proposed development is not anticipated to place a demand on municipal police or fire protection service beyond the capacity of those services. In attempt to reduce the crime potential at this location, the Applicant has proposed perimeter security fencing with two electronic vehicular gates on the east side of the site facing South Federal Highway. The gates are set back 29 feet from the outer edge of the sidewalk to prevent stacking of automobiles in the public right of way. It has also been noted that there will be overnight security personnel at the site. **Meets Criterion.**

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.

**Staff Analysis:** Unreasonable noise, which is defined in Section 15.24-1, is prohibited in the City when:

- Equal to or greater than 65 dba between 11:00 p.m. and 8:00 a.m., Sunday through Thursday
- Greater than 85 dba between 8:00 a.m. and 11:00 p.m., Sunday through Thursday
- Equal to or greater than 65 dba between 12:00 a.m. and 8:00 a.m., Friday through Saturday
- Equal to or greater than 85 dba between 8:00 a.m. and 12:00 a.m., Friday through Saturday

The requested use is for a 7-unit multi-family residential project. The applicant has stated that there will be outdoor activities, such as yoga, for the residents to partake in. However, such uses are not anticipated to cause unreasonable noise during the hours listed above. The listed outdoor activities are also similar in nature to other outdoor activities accessory to multi-family uses. Therefore, the multi-family residential project is anticipated to generate noise levels that are compliant with Section 15.24. **Meets Criterion.**

8. The proposed conditional use will not generate light or glare which encroaches onto any adjacent property in excess of that allowed in Section 23.4-3, Exterior lighting.

**Staff Analysis:** The photometric plan provided complies with LDR Section 23.4-3, Exterior Lighting. If approved, the project shall continue to comply with the City's exterior lighting code. **Meets Criterion.**

#### **Right-of Way-Abandonment**

The proposal includes a right of way (ROW) abandonment to include the north 20 feet of 9<sup>th</sup> Avenue South as part of the proposed development. The City Commission will consider the abandonment of the existing 40-foot right-



of-way concurrently with the residential urban planned development. At first reading, the City Commission will consider permission to advertise the proposed ROW abandonment, and then, the Commission will consider the ROW abandonment request at a second reading. If approved, the northern portion of the ROW (20 feet) would be granted to the subject property owner and the southern portion (remaining 20 feet) would be granted to the property owner to the south, located 901 South Federal Highway. There are no objections to the ROW abandonment from the Public Services Department or the City Engineer.

**Public Support/Opposition:**

Staff has received four letters of opposition from Mr. Patton, Mr. Efinger, Ms. Tobias, and Ms. Millman-Ide prior to the March 3, 2021 Planning & Zoning Board meeting. No additional letters of support or opposition have been received prior to the publication of this report.

**CONCLUSION:**

The proposed request for a Residential Urban Planned Development, Major Site Plan, Conditional Use Permit, and Right-of-Way Abandonment is generally consistent with the purpose, intent and requirements of the Comprehensive Plan, underlying zoning district, and surrounding areas, as subject to compliance with the proposed conditions of approval. Therefore, staff recommends that the Board consider and provide a recommendation of approval with the following conditions:

**Electric Utilities:**

1. Prior to the issuance of a Certificate of Occupancy, the following actions shall be completed:
  - a. Provide electrical plans and ensure the plans include the electrical riser diagram.
  - b. Indicate the voltage the project requires and whether a three-phase or single-phases is needed.
2. The electrical services for the proposed building will come from the rear alley.
3. If the customer is wanting the service to be fed by a padmount transformer, the City will need a 10-ft-wide utility easement for the padmount transformer location and the electrical line that will be run from the new pole to the padmount transformer. A padmount transformer will need 8-ft minimum clearance in front of it and 3-ft minimum clearance on the sides and rear of it, including any landscaping. The customer will be responsible for installing any electrical conduit needed by Lake Worth Beach and at the proper depths.
4. If the electric service will only need one meter, and if this service is larger than 320 amps, the electric service will need to be run through a CT Cabinet and be CT-metered.

**Planning and Zoning:**

1. Per LDR Section 23.6-1(c)(3)(h), all ground level mechanical equipment shall be screened with shrub hedging or opaque fencing or walls, regardless whether it is visible from the street.
2. While the building and mechanical equipment may be located in the 20-foot abandoned ROW area, they shall not be located within utility easement. If an easement is required, an updated survey shall be submitted prior to the issuance of a building permit and reflect the easement and the right of way abandonment.
3. A Declaration of Unity of Title shall be required combining all properties prior to issuance of a building permit.

4. All lighting shall be shielded (full cut-off) so as to not trespass upon neighboring residential properties or districts in excess of 12.57 lumens when measured from the property line and shall comply with lighting code regulations in [LDR Section 23.4-3](#). LED lighting shall have a warm tone of 2700K or less and light fixtures shall be consistent with the architectural style of the building. Manufacturing cut-sheets for proposed fixtures and sconces in compliance with this condition shall be provided prior to issuance.
5. Prior to the issuance of a building permit, submit the manufacturing details of the pervious parking pavers. The details shall include the pavers' percolation rate which shall be at least 50% relative to the ground percolation rate. a paver maintenance plan to ensure that it will maintain its permeability over time.
6. All proposed signage shall be applied for on a city building permit and shall comply with the sign code, LDR Section 23.5-1.
7. The architectural plans shall be revised to depict the total length of the east elevation and the measurements for each opening prior to first reading by the City Commission.
8. Florida Green Building certification shall be obtained prior to the issuance of a Certificate of Occupancy.
9. The minimum living area requirement in Section 23.3-20(c)(4)(B)(4) shall be met through the provision of a minimum unit size of 636 sf per 3-bedroom unit, as proposed, and the equivalent indoor common space area that is accessible to residents for a total of 900 sf per each 3-bedroom unit. Should the Lord's Place cease operations at this facility, then the residential units shall be modified to comply with the minimum unit size.

**Public Works:**

1. Prior to the issuance of a building permit, the following actions shall be completed:
  - a. Permits from the Lake Worth Drainage (LWDD) District's Engineering Department and the South Florida Water Management District's (SFWMD) Engineering Department shall be obtained, if necessary, and furnish to the City.
  - b. An Erosion Control plan shall be submitted and indicate the BMP's and NPDES compliance practices.
2. Prior to the issuance of a Certificate of Occupancy, the following actions shall be completed:
  - a. 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 shall be restored to the same or better condition as prior to construction.
  - b. All disturbed areas shall be fine graded and sodded with Bahia sod.
  - c. Broom sweep all areas of the affected right of way and remove of all silt and debris collected as a result of construction activity.
  - d. Restore the right of way to a like or better condition. Any damage to pavement, curbing, striping, sidewalks or other areas shall be restored in kind.
  - e. These conditions of approval shall be satisfied under jurisdiction of the Dept. of Public Works.
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. Prior to performing work in the right of way, the issuance a “Right of Way/Utility Permit” is required for the scope of work being performed.

**Utilities Water & Sewer:**

1. Prior to the issuance of a building permit, the following actions shall be completed:
  - b. Obtain approval from FDOT on Access Management for driveway cuts.
  - a. Submit proof of approval from the Florida Department of Transportation (FDOT) on access management for driveway cuts.
  - b. Prepare a sketch and legal descriptions for the easement over the fire hydrant. There are two sketch and legal descriptions anticipated since the fire hydrant will be centered over what will now be the property lines.
  - c. An Erosion Control plan and with the BMPs and NPDES compliance practices shall be provided for the project site.
  - d. Reserved capacity fees for water and sewer shall be paid in full in accordance with the current City Ordinance.

**Board Actions:**

I move to recommend **approval** of PZB Project Number 20-0140036 with staff recommended **conditions** for a Residential Urban Planned Development, Major Site Plan, and Conditional Use Permit to construct a seven-unit multifamily development at the subject site. The project meets the applicable criteria based on the data and analysis in the staff report.

I move to recommend **denial** of PZB Project Number 20-0140036 for a Residential Urban Planned Development, Major Site Plan, and Conditional Use Permit to construct a seven-unit multifamily development at the subject site. The project does not meet the applicable criteria for the following reasons [Board member please state reasons.]

**Consequent Action:**

The Planning & Zoning Board will be making a recommendation to the City Commission on the Residential Urban Planned Development, Major Site Plan, Conditional Use Permit, and Right-of-Way Abandonment.

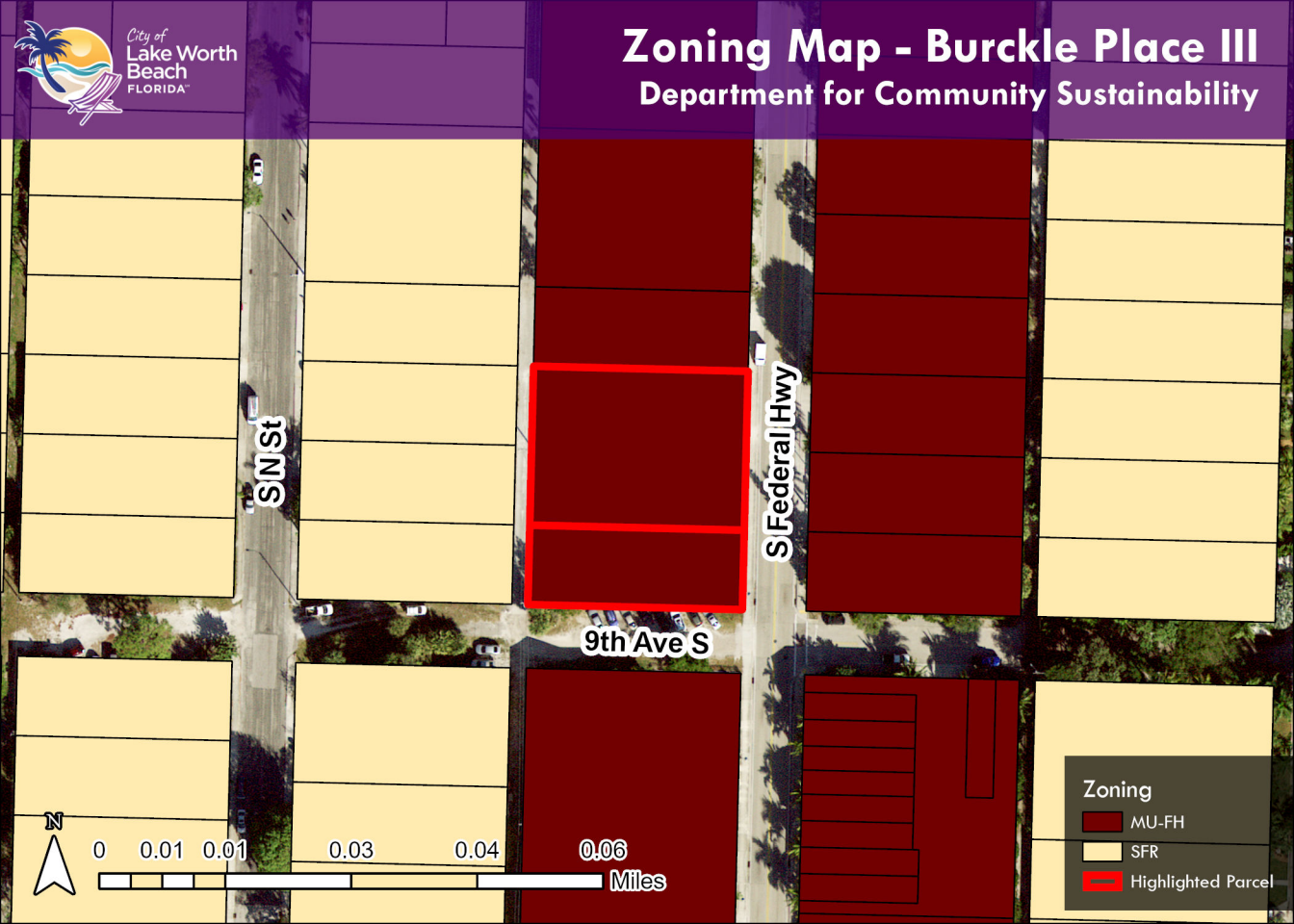
**ATTACHMENTS:**

- A. Zoning Map
- B. Site Plan Package
- C. Renderings, Architectural Plans
- D. Supplemental Supporting Documents
- E. Site Photos



# Zoning Map - Burckle Place III

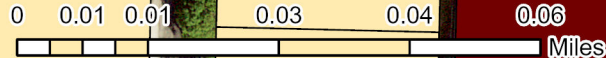
Department for Community Sustainability



SN St

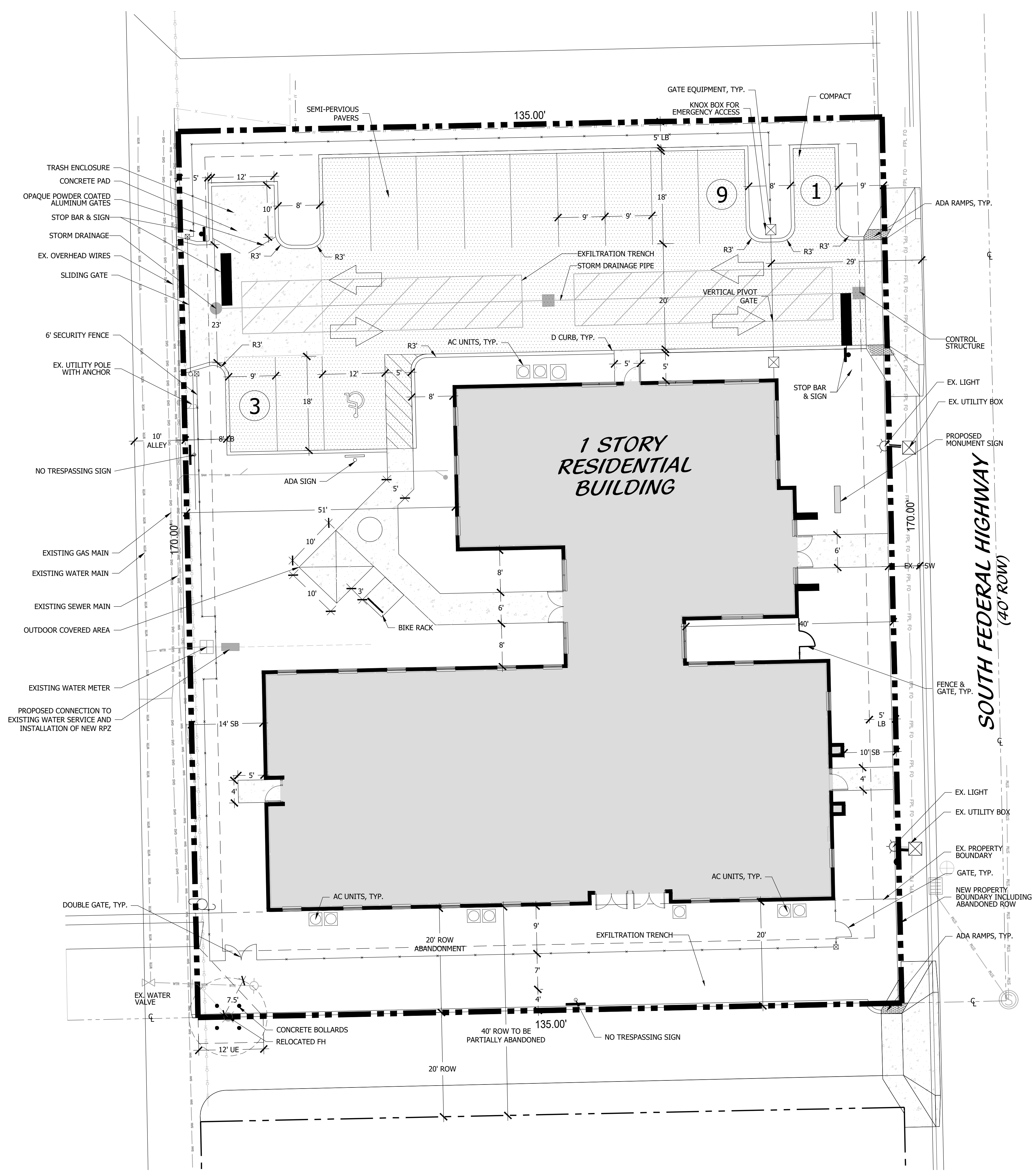
S Federal Hwy

9th Ave S



**Zoning**

- MU-FH
- SFR
- Highlighted Parcel



### SITE DATA

NAME OF THE PROJECT	BURCKLE PLACE 3
PROPERTY CONTROL NUMBER	38434427010210140 38434427010210160
FEMA FLOOD ZONE	X
TRAFFIC ANALYSIS ZONE	379
LAND USE DESIGNATION	MU-E
ZONING	MU-FH
MAXIMUM BUILDING HEIGHT	20'
NUMBER OF STORIES	1
NUMBER OF BUILDINGS	1
<b>TOTAL SITE AREA</b>	<b>0.53 AC</b> <b>22,949.97 SF</b>

<b>BUILDING DATA</b>	
NUMBER OF MULTIFAMILY UNITS	7 APARTMENTS
AREA OF EACH RESIDENTIAL UNIT	900 SF
REQUIRED PROVIDED	625 SF

PROJECT DENSITY	13.29 DU/AC
-----------------	-------------

<b>LAND USE</b>	SF	AC	%
BUILDING LOT COVERAGE	7,885	0.18	34.36%
VEHICULAR USE AREA - PAVED	661	0.02	2.88%
VEHICULAR USE AREA - SEMI-PERVIOUS	4,540	0.10	19.78%
OPEN SPACE	9,863	0.23	42.98%
<b>TOTAL</b>	<b>22,950</b>	<b>0.53</b>	<b>100.00%</b>

<b>LOT COVERAGE</b>	SF	AC	%
<b>IMPERVIOUS AREA</b>			
BUILDING LOT COVERAGE	7,885	0.18	34.36%
VEHICULAR USE AREA - IMPERVIOUS	661	0.02	2.88%
VEHICULAR USE AREA - SEMI-PERVIOUS (50%)	1,769	0.04	7.71%
SIDEWALKS - IMPERVIOUS	1,002	0.02	4.36%
SIDEWALKS - SEMI-PERVIOUS (50%)	0	0.00	0.00%
<b>TOTAL IMPERVIOUS AREA</b>	<b>11,317</b>	<b>0.26</b>	<b>49.31%</b>

<b>PERVIOUS AREA</b>	SF	AC	%
GREEN SPACE	9,863	0.23	42.98%
SIDEWALK - SEMI-PERVIOUS (50%)	0	0.00	0.00%
VEHICULAR USE AREA - SEMI-PERVIOUS (50%)	1,769	0.04	7.71%
<b>TOTAL PERVIOUS AREA</b>	<b>11,632</b>	<b>0.27</b>	<b>50.69%</b>

\*8' - THE TOTAL SEMI-PERVIOUS AREAS WERE EQUALLY DIVIDED AMONGST THE IMPERVIOUS AREA AND PERVIOUS AREA CALCULATIONS

<b>TOTAL SITE AREA</b>	<b>22,950</b>	<b>0.53</b>	<b>100.00%</b>
------------------------	---------------	-------------	----------------

<b>PARKING DATA</b>	REQ	PROV
RESIDENTIAL	14	
Regular Spaces		12
Compact Spaces		1
Bike rack per LDR		1
<b>TOTAL</b>		<b>14</b>
ADA SPACES (INCLUDED IN TOTAL)		1

### WAIVER TABLE

CODE SECTION	REQUIRED	PROVIDED	WAIVER
23.3-10(c) UNIT SIZES	900 SF	625 SF	Reduction of 275 SF

### LOCATION MAP



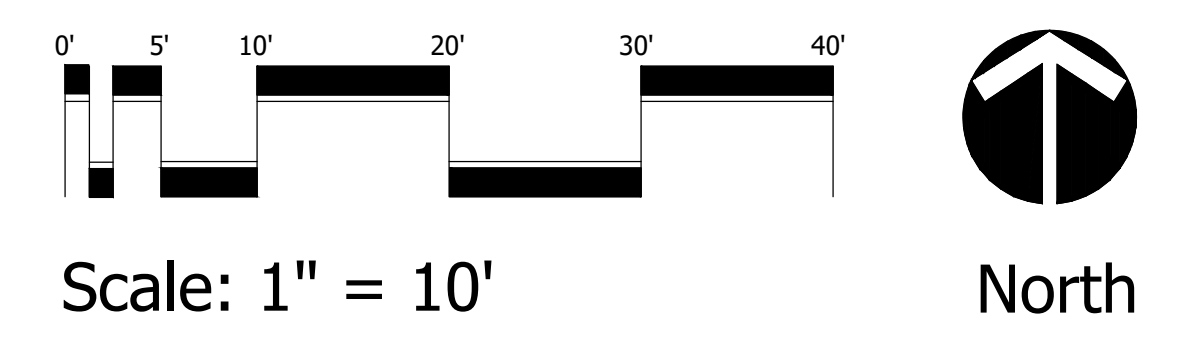
### PROJECT TEAM

<b>OWNER/CLIENT:</b> THE LORD'S PLACE INC. PO BOX 3265 WEST PALM BEACH, FL 33402 561.670.3338 CONTACT: SCOTT WITZEL	<b>ARCHITECT:</b> INTERPLAN INC - ARCHITECTS 9 DUNBAR ROAD PALM BEACH GARDENS, FL 33418 561.744.0445 CONTACT: RANDY HANSEN
<b>LANDSCAPE ARCHITECT/PLANNER:</b> COTLEUR & HEARING, INC. 1934 COMMERCE LANE, #1 JUPITER, FL 33458 561.747.6336 CONTACT: DON HEARING	<b>ARCHITECT:</b> JOHN GLIDDEN ARCHITECT, A.I.A. 561.373.6000
<b>ENGINEER:</b> SIMMONS & WHITE 2581 METROCENTRE BOULEVARD, #3 WEST PALM BEACH, FL 33407 561.478.7848 CONTACT: ROB RENNEBAUM	<b>SURVEYOR:</b> COMPASS SURVEYING 6250 N. MILITARY TRAIL, #102 RIVIERA BEACH, FL 33407 CONTACT: MICHELLE GAVIN

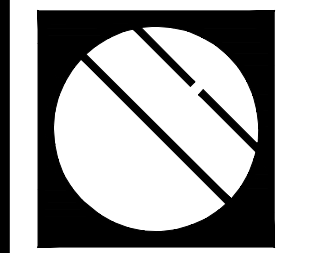
### LEGEND

ADA	DISABLED	○	ADA SIGN
EX.	EXISTING	+	STOP SIGN
FH	FIRE HYDRANT	□	NO TRESPASSING SIGN
LB	LANDSCAPE BUFFER		
R	RADIUS		
SB	SETBACK		
SW	SIDEWALK		
TYP	TYPICAL		

## Site Plan



Scale: 1" = 10'



## Cotleur & Hearing

Landscape Architects  
Land Planners  
Environmental Consultants  
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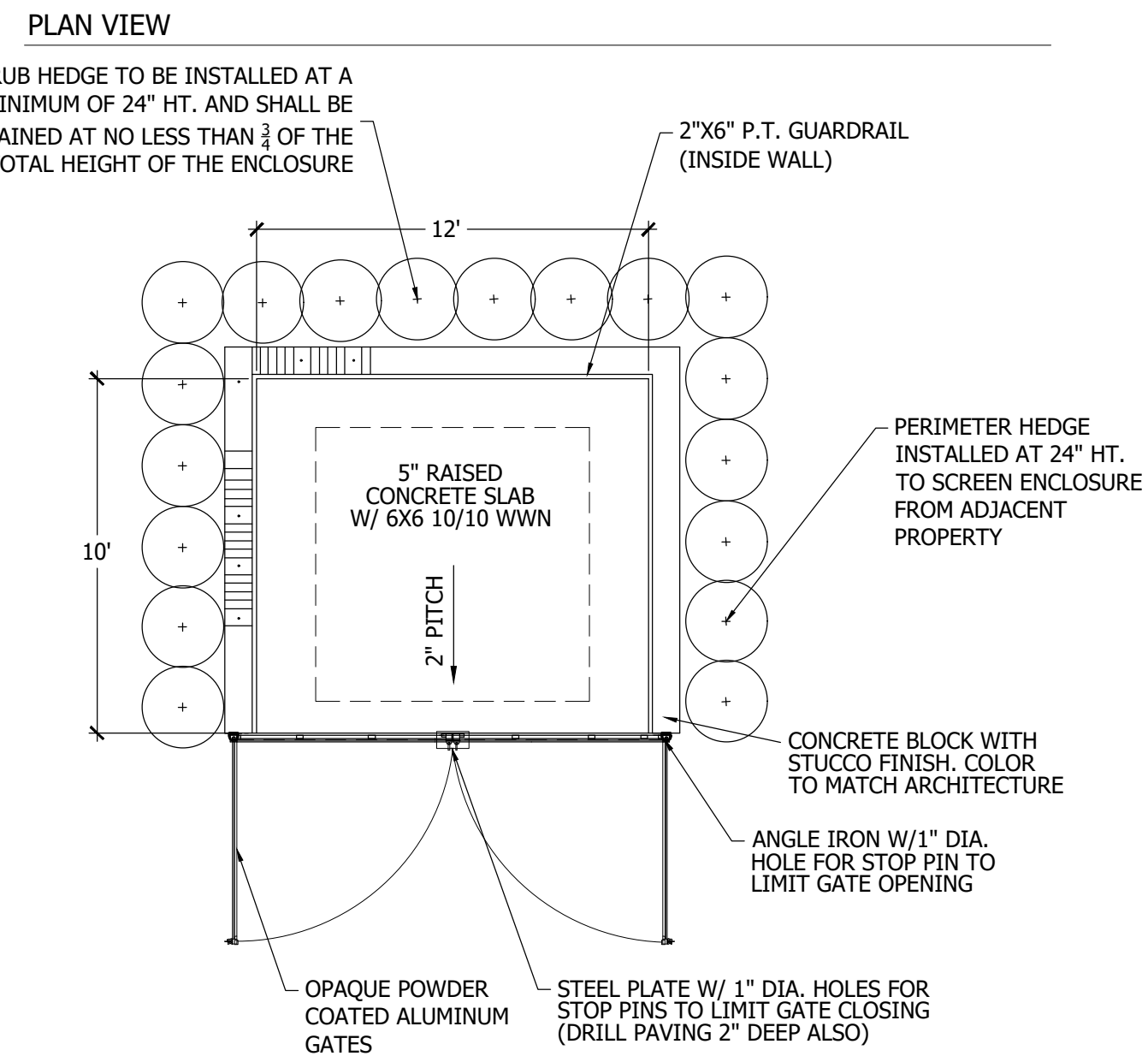
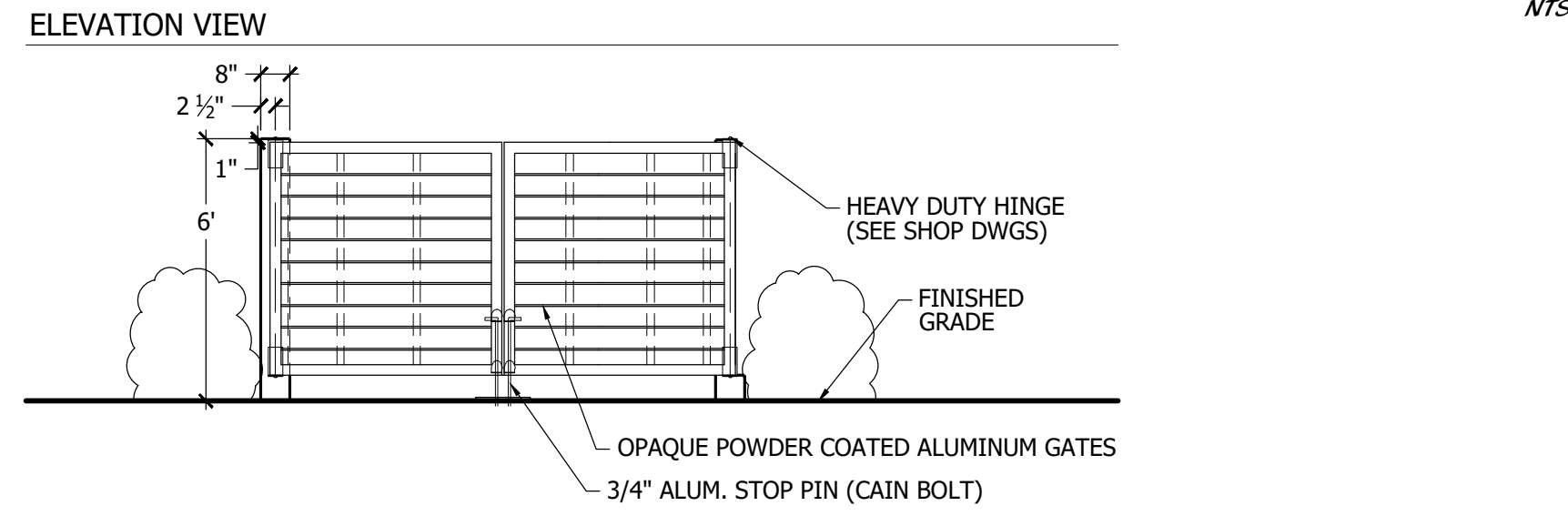
# Burckle Place 3

Lake Worth Beach, Florida

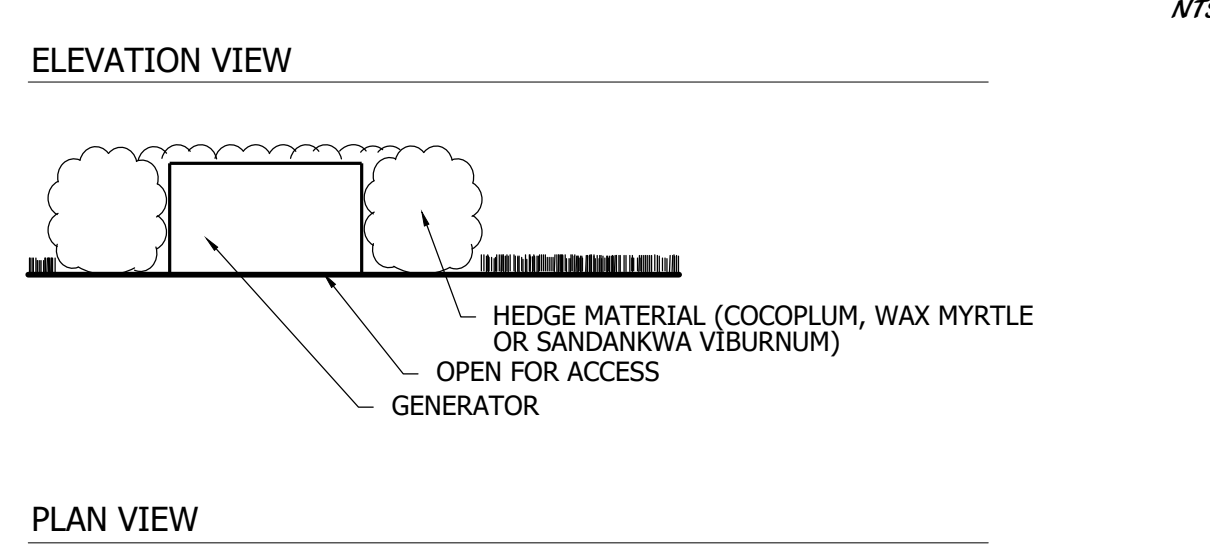
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DRAWN	RO/RNK
APPROVED	DEH
JOB NUMBER	19-1017
DATE	04-19-2021
REVISIONS	04-30-2021
	05-06-2021
07-09-2021	05-20-2021
	06-09-2021
	06-21-2021

July 09, 2021 4:08:15 p.m.  
Drawing: 19-1017 SP.DWG

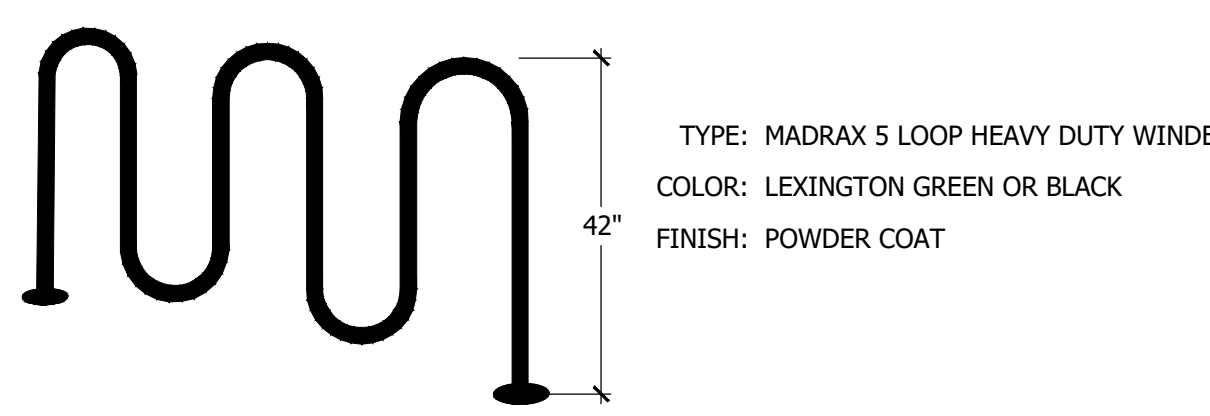
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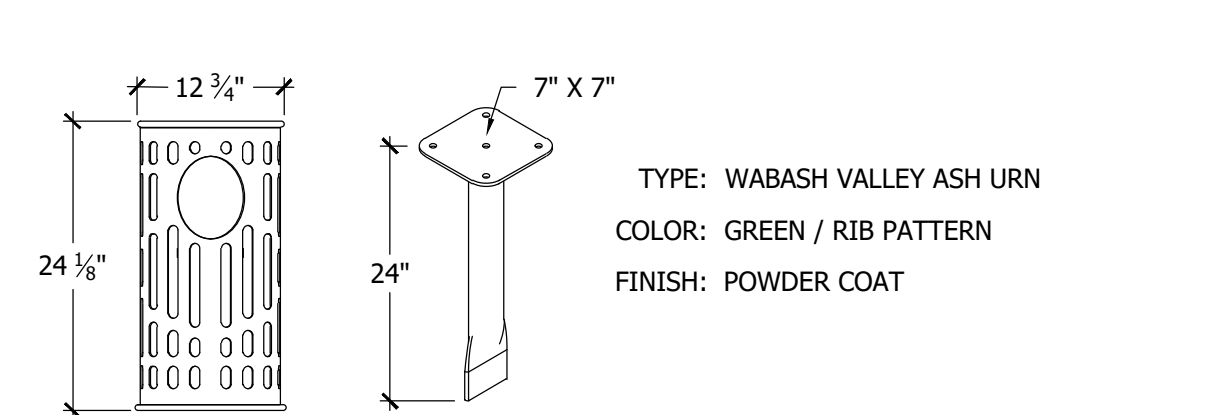
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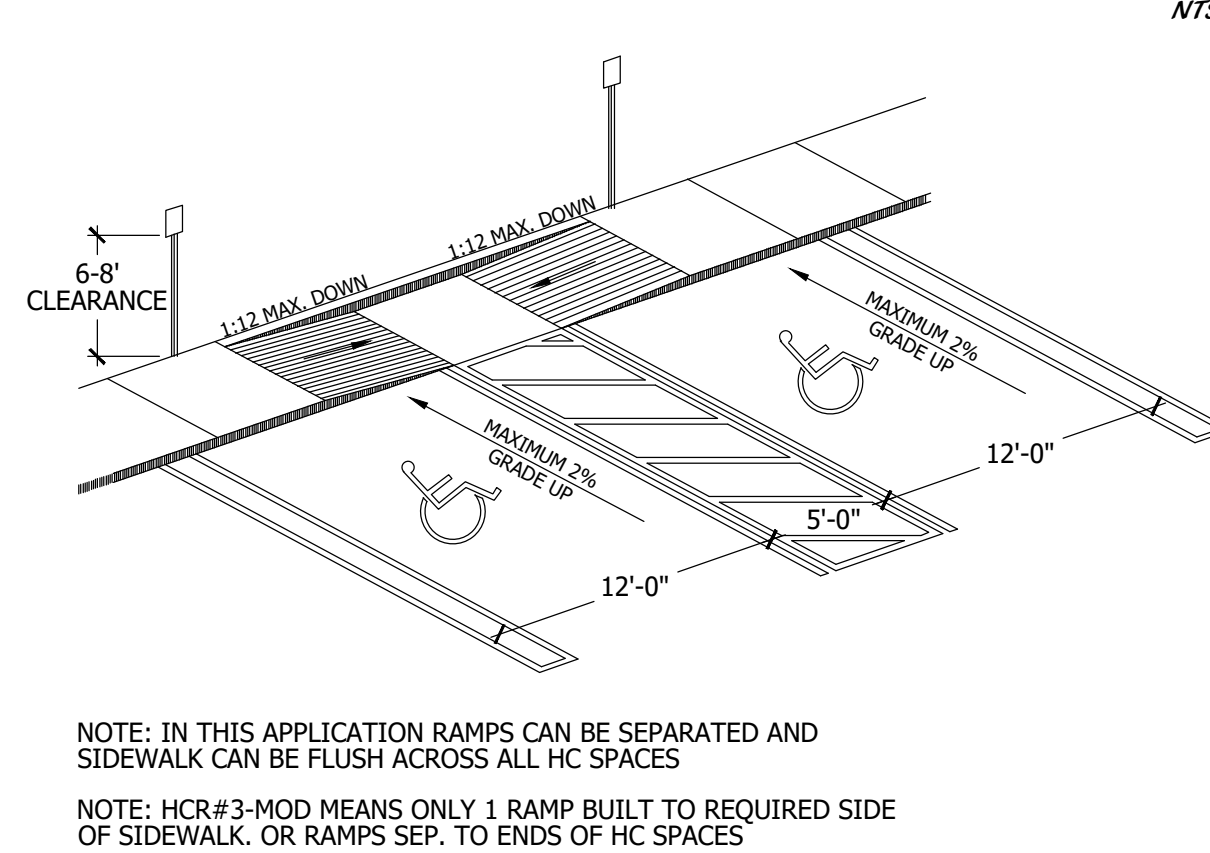
### BIKE RACK DETAIL



### TRASH CAN DETAIL



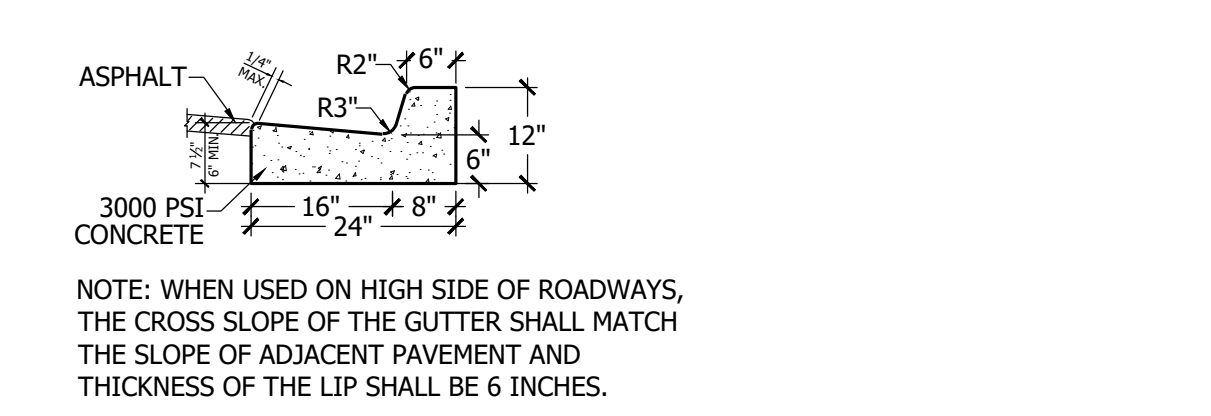
### HANDICAP RAMP DETAIL



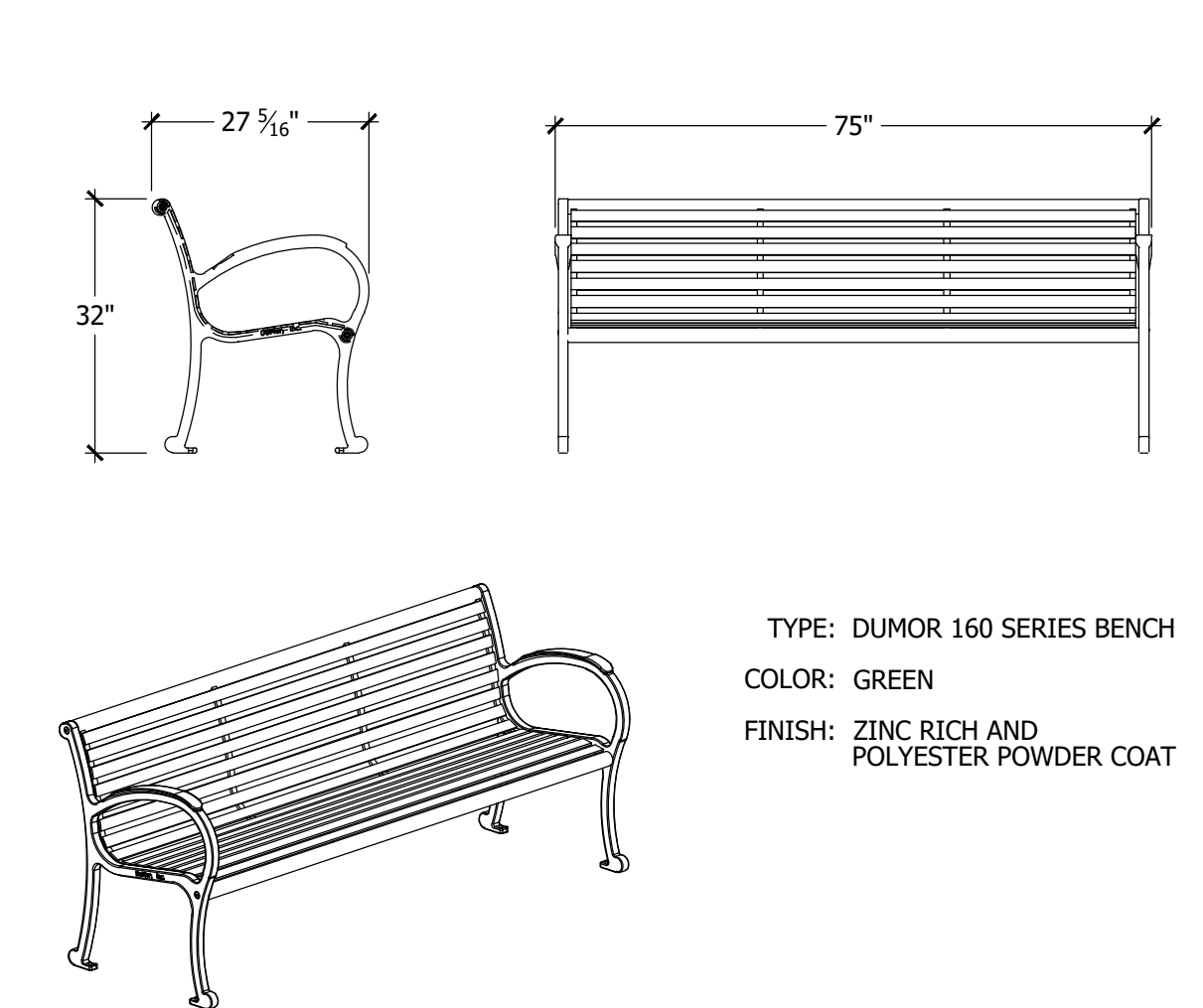
### D CURB DETAIL



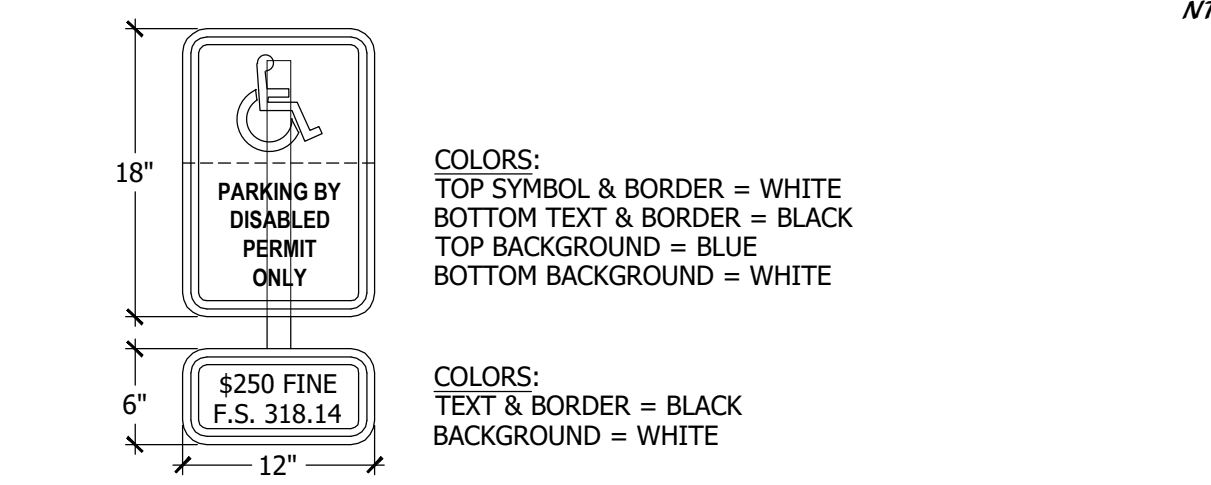
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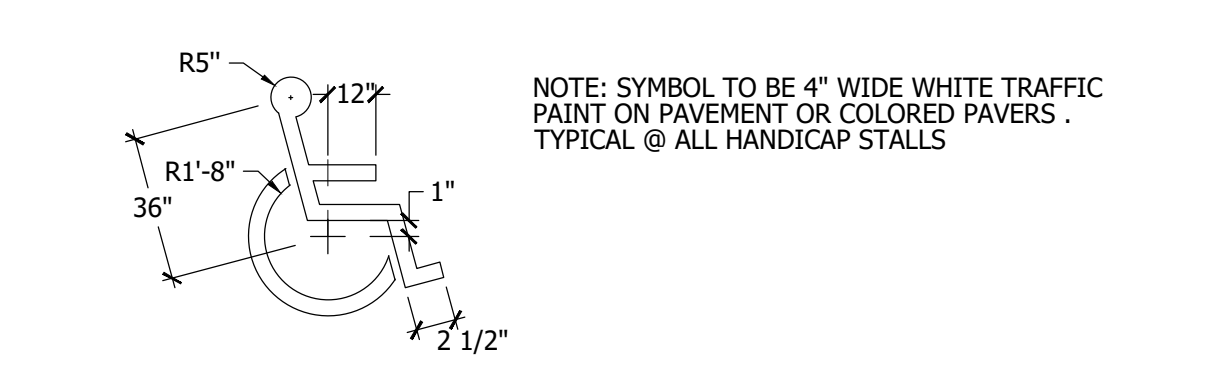
### BENCH DETAIL



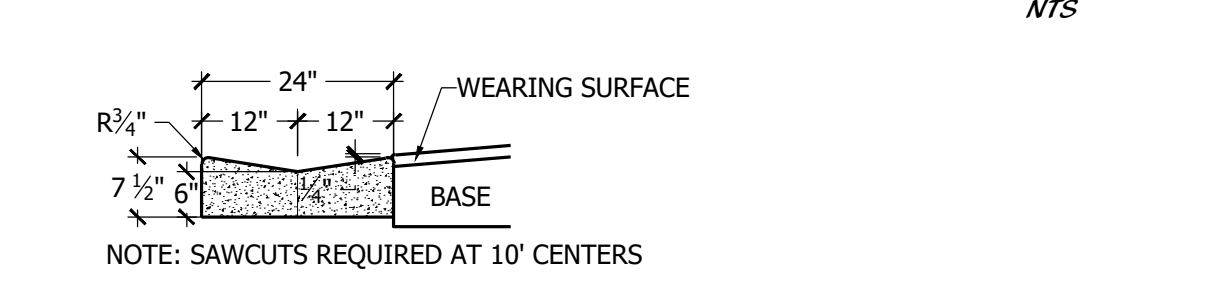
### HANDICAP SIGN DETAIL



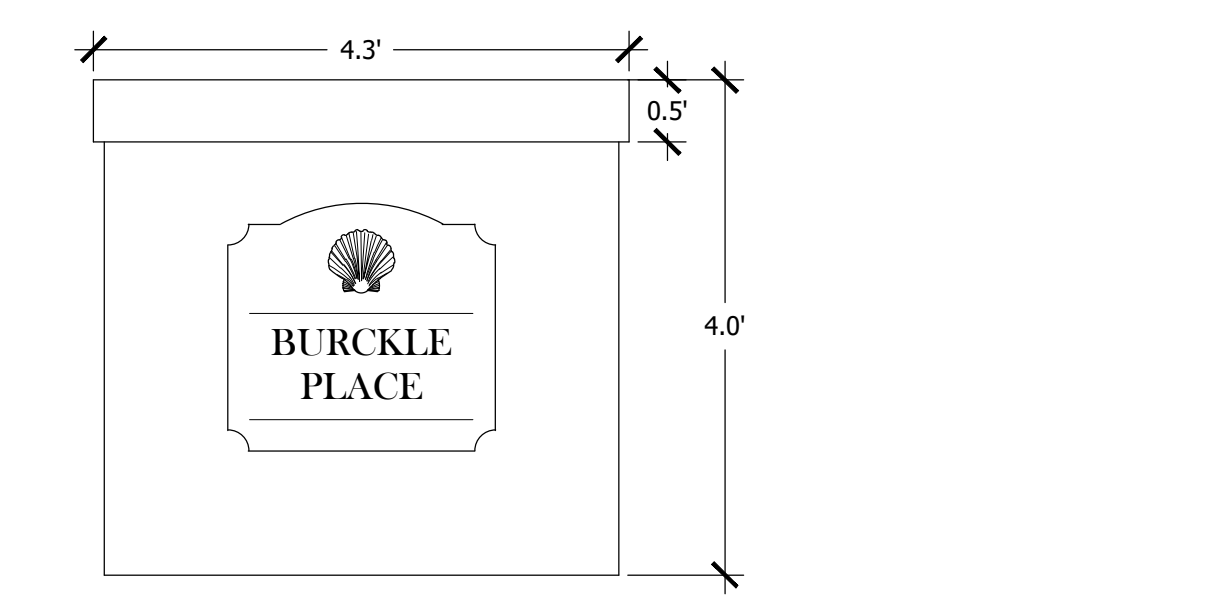
### HANDICAP SYMBOL DETAIL



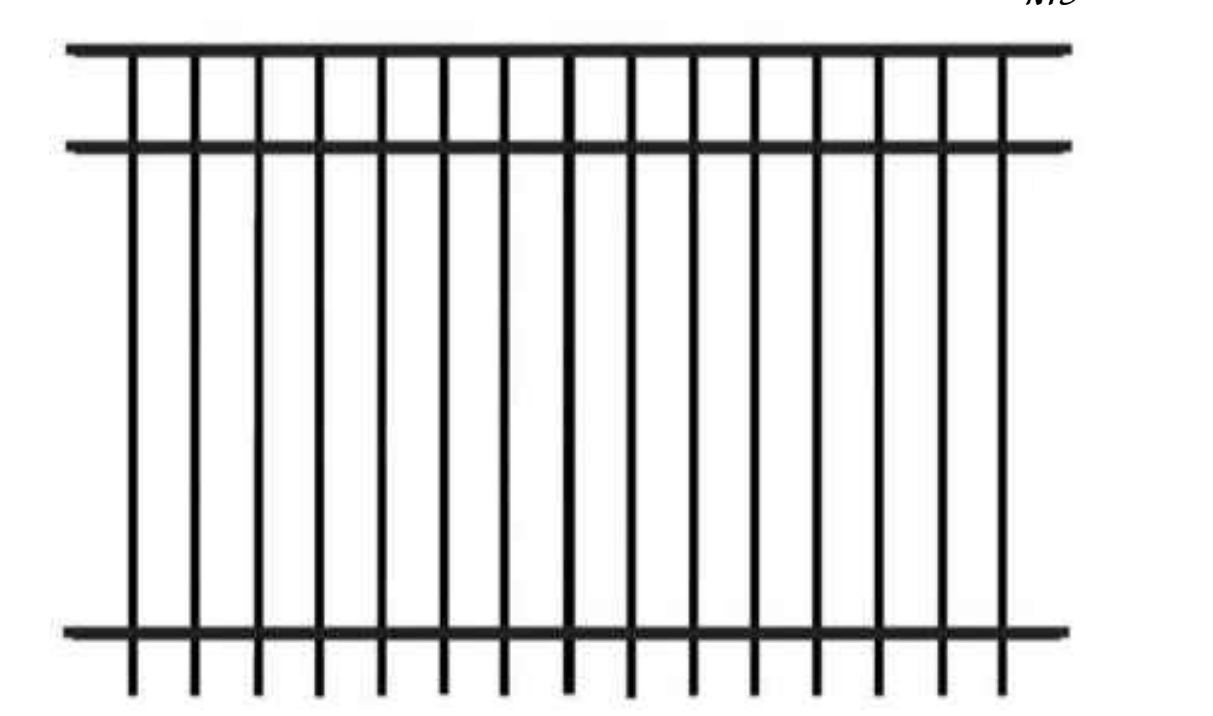
### VALLEY CURB DETAIL



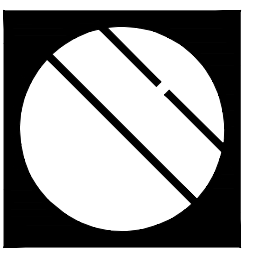
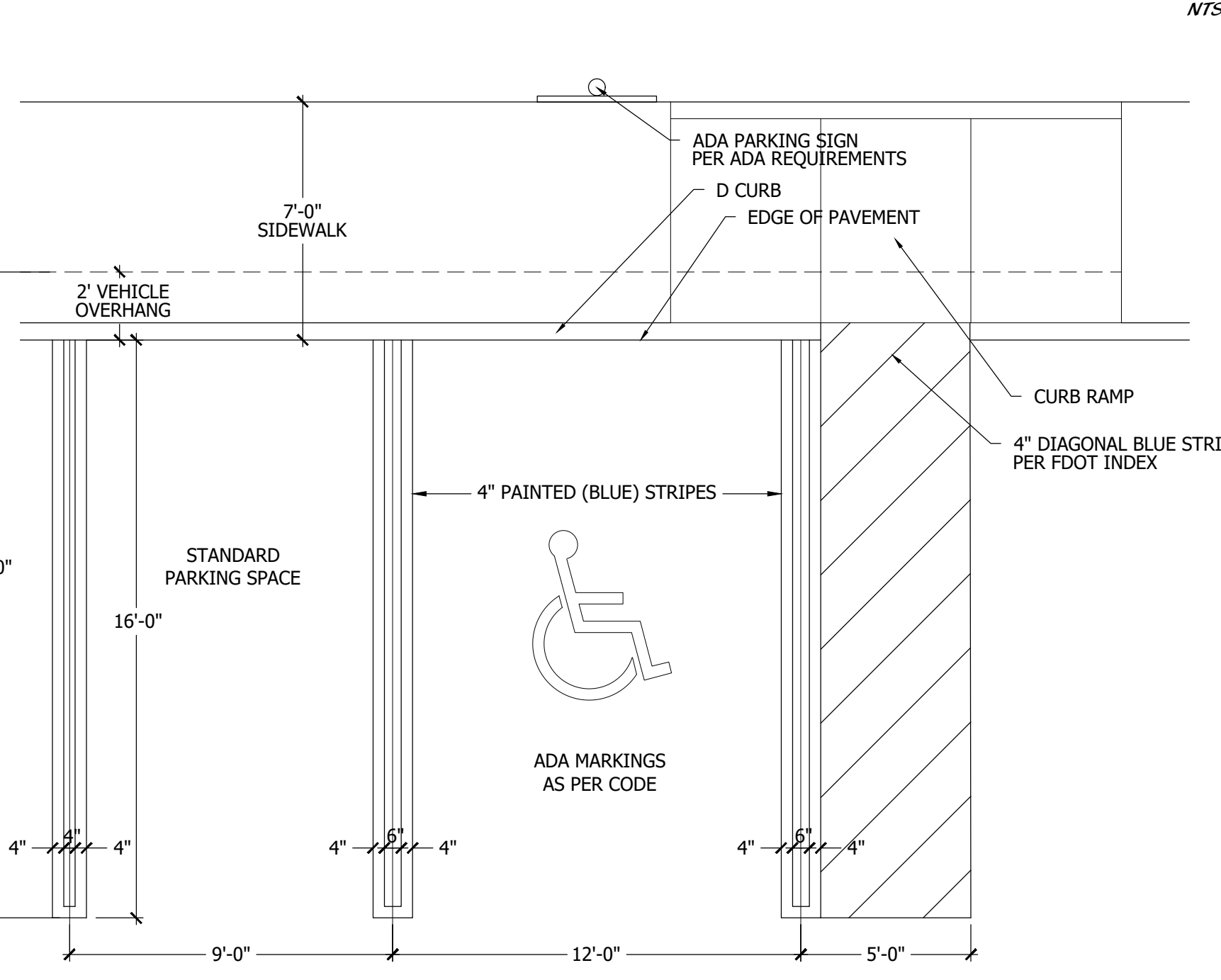
### MONUMENT SIGN DETAIL



### ALUMINUM FENCE DETAIL



### STANDARD AND ADA PARKING DETAIL



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 Land Planners  
 Environmental Consultants  
 1934 Commerce Lane  
 Suite 1  
 Jupiter, Florida 33458  
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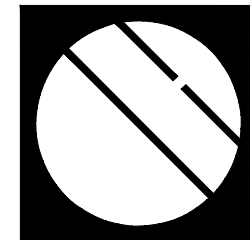
# Burckle Place 3

Lake Worth Beach, Florida

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DRAWN	RO/RNK
APPROVED	DEH
JOB NUMBER	19-1017
DATE	04-19-2021
REVISIONS	04-30-2021
	05-06-2021
07-09-2021	05-20-2021
	06-09-2021
	06-21-2021

July 09, 2021 4:08:15 p.m.  
 Drawing: 19-1017 SP.DWG

## Site Details

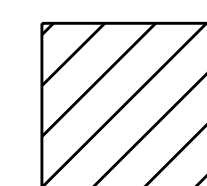
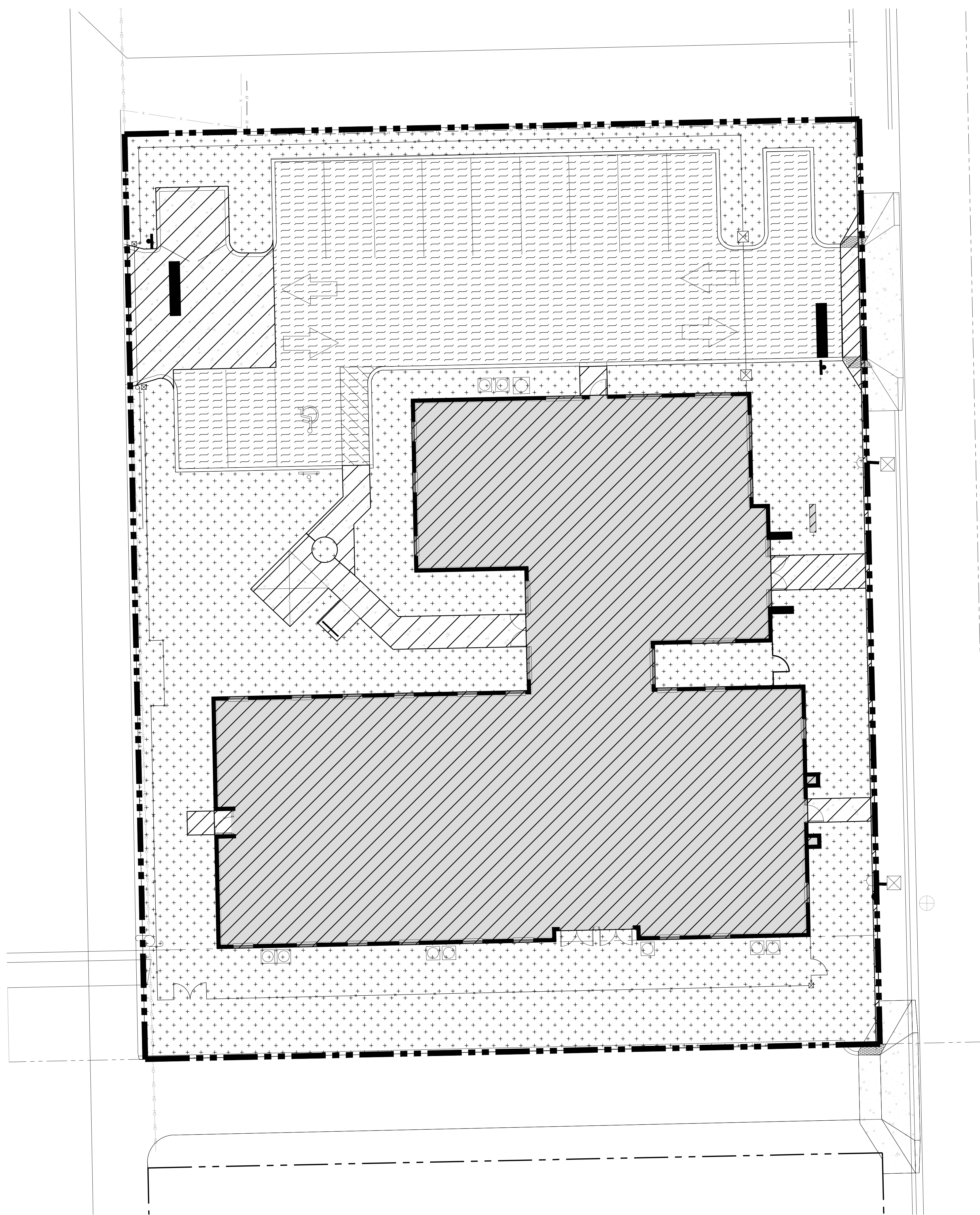


# Cotleur & Hearing

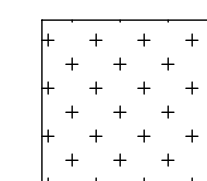
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## Burckle Place 3

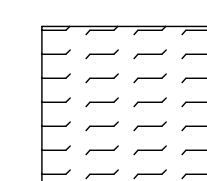
Lake Worth Beach, Florida



IMPERVIOUS AREAS

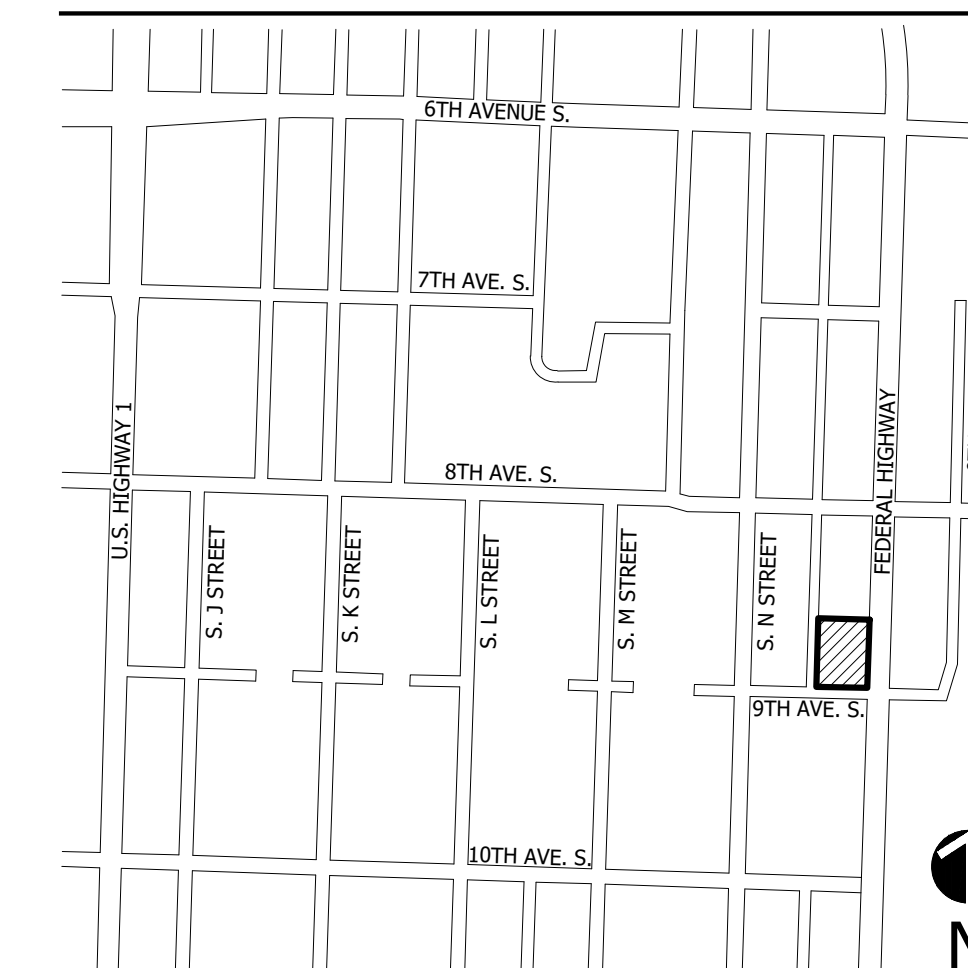


PERVIOUS AREAS

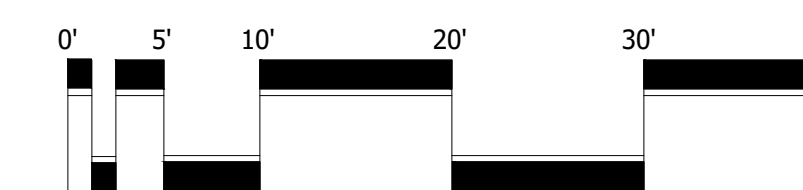


SEMI-PERVIOUS AREAS

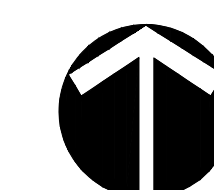
### LOCATION MAP



## Surfaces Exhibit



Scale: 1" = 10'



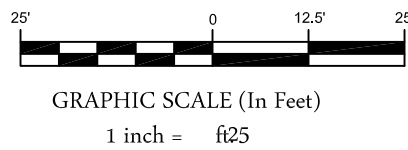
North

DESIGNED	DEH
DRAWN	RO/RNK
APPROVED	DEH
JOB NUMBER	19-1017
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REVISIONS	04-30-2021
	05-06-2021
07-09-2021	05-20-2021
	06-09-2021
	06-21-2021

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SHEET 1 OF 2

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These drawings are the property of the architect and are not to be used for extensions or on other projects except by agreement in writing with the architect. Immediately report any discrepancies to the architect.



**LEGAL DESCRIPTION:**

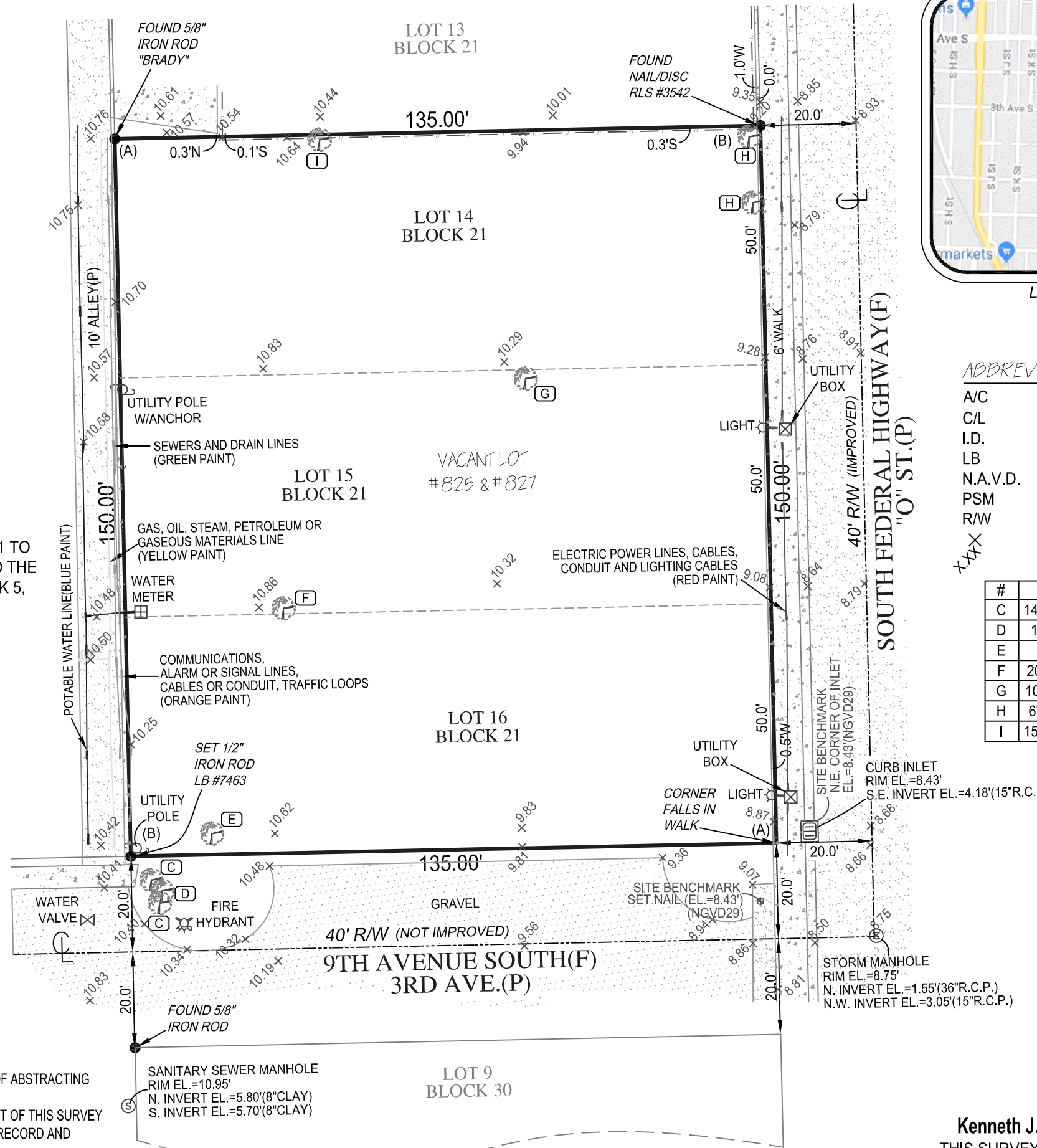
LOTS 14, 15 AND 16, BLOCK 21, PALM BEACH FARMS COMPANY PLAT NO. 4 ADDITION NO. 1 TO THE TOWN OF LAKE WORTH, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE 6, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

FLOOD ZONE: X  
 COMMUNITY NUMBER: 120213  
 PANEL: 12099C0781  
 SUFFIX: F  
 BASE FLOOD ELEVATION:  
 FIRM DATE: 10/05/2017

**CORNER ANGLE DATA**  
 (A) = 89°53'50"  
 (B) = 90°06'10"

**NOTES:**

- LEGAL DESCRIPTION PROVIDED BY CLIENT
- NO SEARCH OF THE PUBLIC RECORD FOR THE PURPOSE OF ABSTRACTING TITLE WAS PERFORMED BY THIS OFFICE
- NO SUBSURFACE IMPROVEMENTS WERE LOCATED AS PART OF THIS SURVEY
- ALL ANGLES AND DISTANCES SHOWN HEREON ARE BOTH RECORD AND MEASURED UNLESS OTHERWISE NOTED
- THE ELEVATIONS SHOWN HEREON ARE BASED ON N.G.V.D. 1929 DATUM.



LOCATION MAP NOT TO SCALE

**ABBREVIATION DESCRIPTION:**

A/C	AIR CONDITIONER
C/L	CENTERLINE
I.D.	IDENTIFICATION
LB	LICENSED BUSINESS
N.A.V.D.	NORTH AMERICAN VERTICAL DATUM
PSM	PROFESSIONAL SURVEYOR MAPPER
R/W	RIGHT OF WAY
X	TOPOGRAPHIC ELEVATION

#	SIZE & DESCRIPTION
C	14" SABAL PALM 15' CANOPY 20' HT.
D	1" CABB PALM 10' CANOPY 12' HT.
E	16" POIN 20' CANOPY 20' HT.
F	20" CABB PALM 20' CANOPY 17' HT.
G	10" COCO PALM 10' CANOPY 18' HT.
H	6" COCO PALM 10' CANOPY 13' HT.
I	15" SABAL PALM 20' CANOPY 25' HT.

**ORIGINATION BENCHMARK**  
 PALM BEACH COUNTY  
 BENCHMARK "DAWSON"  
 N.G.V.D. 1929 ELEVATION =16.399'

**Kenneth J. Osborne PSM #6415**  
 THIS SURVEY IS NOT VALID WITHOUT  
 THE SIGNATURE AND THE ORIGINAL RAISED SEAL  
 OF A FLORIDA LICENSED SURVEYOR AND MAPPER

BOUNDARY SURVEY WITH TOPOGRAPHY & TREE LOCATION OF  
 825 & 827 SOUTH FEDERAL HIGHWAY  
 LAKE WORTH, FL. 33460  
 PREPARED FOR  
 SCOTT WITZEL-THE LORD'S PLACE

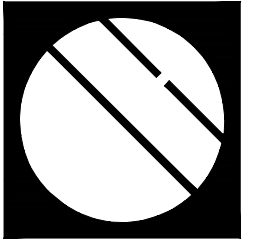
Project C-18614	Sheet
Date 01-28-2020	1 OF 1
Scale 1" = 25'	

6250 N. MILITARY TRAIL, SUITE 102  
 WEST PALM BEACH, FL 33407  
 www.compassurveying.net

**COMPASS SURVEYING**

LB. 7463 PHONE: 561.640.4800 FAX: 561.640.0576





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## Burckle Place 3

Lake Worth Beach, Florida

### LANDSCAPE DATA

NAME OF PROJECT BURCKLE PLACE 3  
CURRENT LAND USE DESIGNATION MU-E  
CURRENT ZONING DESIGNATION MU-FH  
CURRENT USE OF PROPERTY VACANT

TOTAL SITE AREA 22,950 SF  
0.53 AC

LAND USE	SF	AC	%
BUILDING LOT COVERAGE	7,885	0.18	34.36%
VEHICULAR USE AREA - PAVED	1,526	0.04	6.65%
VEHICULAR USE AREA - SEMI PERVIOUS	4,726	0.11	20.59%
OPEN SPACE	8,814	0.20	38.40%
<b>TOTAL</b>	<b>22,950</b>	<b>0.53</b>	<b>100.00%</b>

GREENSPACE REQ 32.09%

#### INTERIOR LANDSCAPE

INTERIOR LANDSCAPE (OPEN SPACE)	REQ	PROV
SMALL TREES (1 PER 225 SF)	39	
MEDIUM TREES (1 PER 400 SF)	22	
LARGE TREES (1 PER 625 SF)	14	

#### PERIMETER LANDSCAPE

	LENGTH	REQ	PROV
NORTH (1 LARGE TREE PER 25')	135	5	9
SOUTH (1 MEDIUM TREE PER 20')	135	7	7
EAST (1 LARGE TREE PER 25')	150	6	6
WEST (1 MEDIUM TREE PER 20')	150	8	8

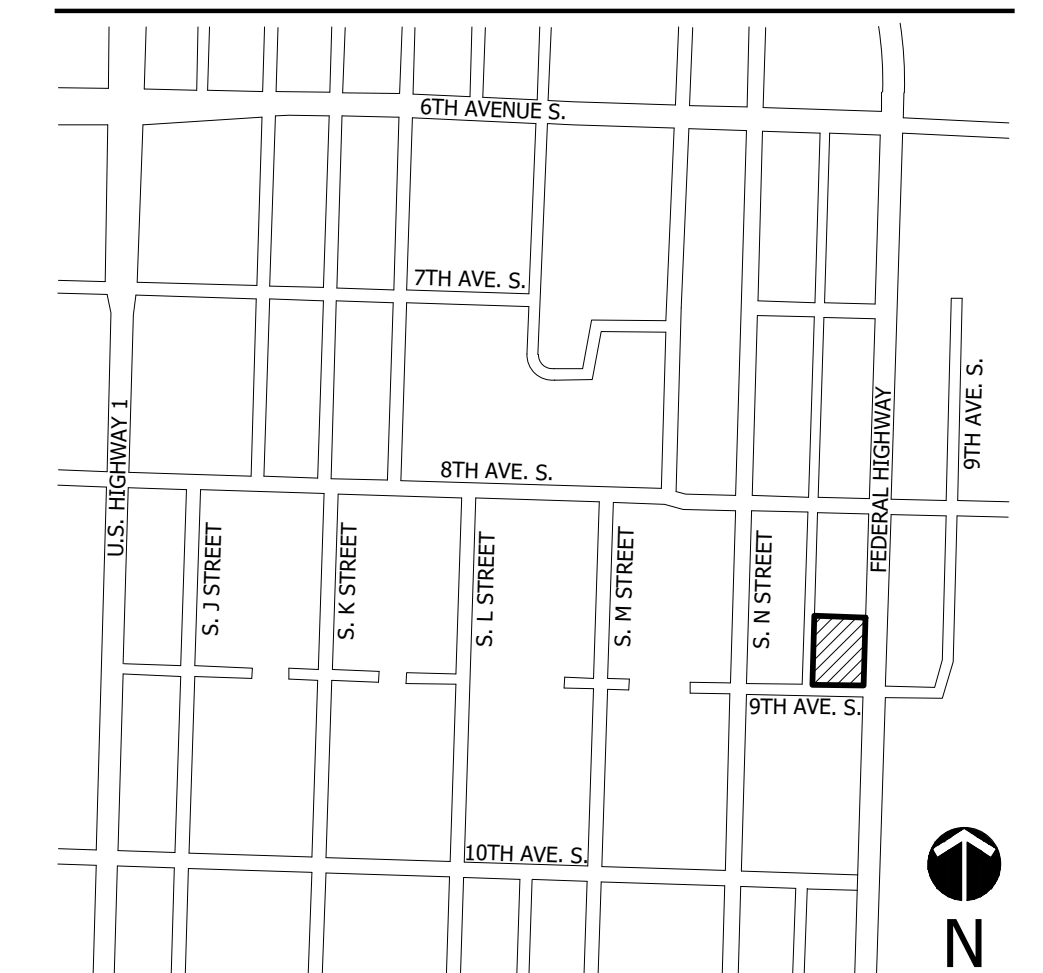
#### FOUNDATION PLANTING

BUILDING ADDITION	LENGTH	REQ	PROV
LENGTH OF FOUNDATION (40% REQ)	502.18	201	418
S.F. OF PLANTING		1004.36	2,168
PLANT UNITS (1/250 REQ PLANTING)		201	>201
SHRUBS 1/5 SF		201	>201
<b>TOTAL PLANT UNITS</b>		<b>201</b>	<b>&gt;201</b>

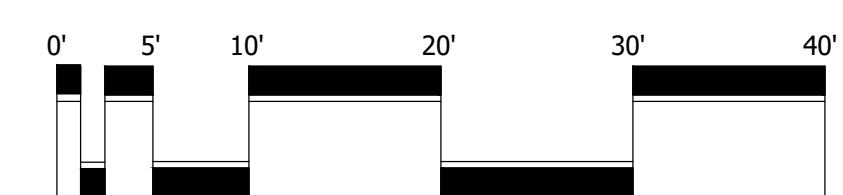
#### NATIVE

NATIVE	REQ	PROV
TREES	75%	97%
PALMS, SHRUBS & GROUNDCOVERS	75%	75%

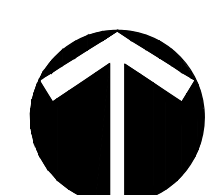
### LOCATION MAP



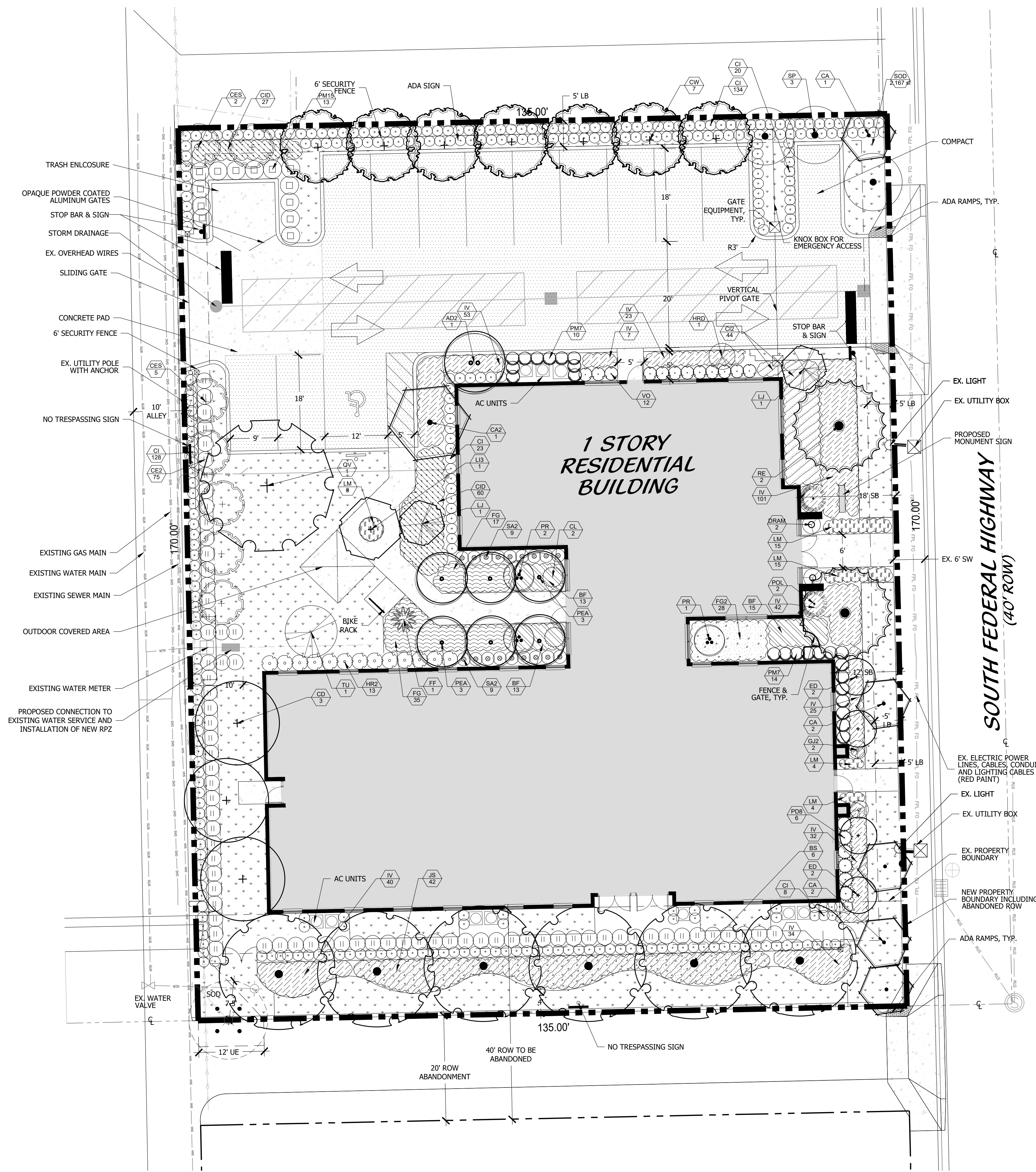
## Landscape Plan



Scale: 1" = 10'



North



DESIGNED	DEH
DRAWN	RO/RNK
APPROVED	DEH
JOB NUMBER	19-1017
DATE	04-19-2021
REVISIONS	04-30-2021
	05-06-2021
	07-09-2021
	05-19-2021
	06-09-2021
	06-21-2021

July 09, 2021 4:14:30 p.m.  
Drawing: 19-1017 LP.DWG

SHEET 1 OF 2

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# LANDSCAPE NOTES

ALL PLANT MATERIAL SHALL BE FLORIDA NUMBER 1 OR BETTER AS DEFINED BY THE DIVISION OF PLANT INDUSTRY FLORIDA GRADES AND STANDARDS LATEST EDITION.

ALL LANDSCAPE SHALL CONFORM TO THE REQUIREMENTS OF THE CITY OF LAKE WORTH BEACH LAND DEVELOPMENT REGULATIONS. THE CITY OF LAKE WORTH BEACH LANDSCAPE CODE (LDR) SHALL GOVERN IN THE EVENT OF A CONFLICT.

VEGETATION REMOVAL PERMITS ARE REQUIRED PRIOR TO REMOVING, CLEARING OR STRIPPING ANY VEGETATION FROM THE PROPERTY.

AT THE TIME OF BUILDING PERMIT, THE APPLICANT SHALL EXECUTE HOLD HARMLESS AGREEMENTS WITH ALL APPLICABLE UTILITIES FOR LANDSCAPING WITH UTILITY EASEMENTS.

THE LANDSCAPE CONTRACTOR SHALL NOT MAKE ANY SUBSTITUTIONS AND/OR CHANGES WITHOUT THE AUTHORIZATION OF CITY OF LAKE WORTH BEACH, THE OWNER AND THE LANDSCAPE ARCHITECT.

THE LANDSCAPE CONTRACTOR SHALL REVIEW THE PROJECT DRAINAGE AND UTILITY PLANS PRIOR TO CONSTRUCTION AND AVOID ALL CONFLICTS. THE LANDSCAPE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO COMMENCING WORK.

THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PERMITS.

THE CONTRACTOR SHALL COORDINATE THE PLANTING AND TRIMMING OF STREET TREES TO ENSURE FULL VISIBILITY TO TRAFFIC CONTROL AND SAFETY SIGNAGE

TREES SHALL BE POSITIONED TO AVOID CONFLICTS WITH SIGNAGE AND SITE LIGHTING. LARGER TREES WILL BE PROVIDED AT INTERSECTIONS WHERE DEEMED NECESSARY.

ALL VEGETATION SHALL BE SELECTED AND POSITIONED SO THAT IT DOES NOT PRESENT OBSTRUCTIONS TO THE LINE OF SIGHT AT INTERSECTIONS.

ALL ABOVE GROUND UTILITIES I.E. TRANSFORMERS, SWITCH BOXES, AC CONDENSERS AND ALIKE SHALL BE FULLY SCREENED FROM VIEW ON THREE SIDES WITH LANDSCAPING. THE LANDSCAPING SHALL TO THE TALLEST POINT OF SAID EQUIPMENT AT TIME OF PLANTING.

ALL TREES SHALL BE LOCATED WITHIN A MULCH PLANTING BED WITH A MINIMUM OF TWO (2) FEET OF CLEARANCE TO THE EDGE OF THE BED.

SOD AND IRRIGATION SHALL BE INSTALLED IN ANY ADJACENT RIGHT OF WAY BETWEEN THE SIDEWALK AND THE CURB.

ALL SOD SHALL BE STENOTAPHRUM SECUNDAUTUM FLORITAM-PALMETTO (ST. AUGUSTINE SOD).

TREES WITHIN PLANTING ISLANDS LESS THAN FIVE (5) FEET IN WIDTH SHALL BE LOCATED TO AVOID CONFLICTS WITH THE OVERHANG OF VEHICLES.

TYPE D RAISED CONCRETE CURBING SHALL BE PROVIDED AROUND ALL PLANTING ISLANDS WITHIN VEHICULAR USE AREAS.

TREES AT ENTRANCE WAYS AND WITHIN SIGHT TRIANGLES SHALL BE TRIMMED IN SUCH A FASHION TO MINIMIZE SITE VISIBILITY CONFLICTS. CLEAR VISIBILITY SHALL BE MAINTAINED BETWEEN 30 INCHES AND 7 FEET, TEN FOOT BY THIRTY FOOT SIGHT VISIBILITY TRIANGLE SHALL BE PROVIDED TO THE PUBLIC RIGHT OF WAY. IN ADDITION ALL LANDSCAPING SHALL CONFORM TO THE REQUIREMENTS OF FOOT INDI 546.

EARTH BERMS SHALL NOT EXCEED A 3:1 SLOPE 4:1 SLOPES OR GREATER ARE PREFERABLE.

ALL TREES PLANTED UNDER OR ADJACENT TO FPL POWER LINES WILL COMPLY WITH THE FPL RIGHT TREE IN THE RIGHT PLACE GUIDELINES (REV 5/95)

PERIMETER TREES AT THE TIME OF PLANTING SHALL BE SPACED IN A WAY THAT COMPLEMENTS THE SPACING OF ANY EXISTING TREES ON ADJACENT DEVELOPED AREAS.

ALL LANDSCAPE ISLANDS AND BEDS SHALL BE FREE FROM SHELL ROCK AND CONSTRUCTION DEBRIS. EXCAVATED TO A DEPTH OF 30 INCHES OR TO CLEAN NATIVE SOILS AND FILLED WITH THE SPECIFIED BACKFILL MIXTURE.

ALL LANDSCAPE ISLANDS SHALL INCORPORATE THE INSTALLATION OF MOUNDING OR NATIVE SOILS A MINIMUM OF SIX INCHES (6") ABOVE THE TOP OF CURB.

19.5" BIO BARRIER ROOT BARRIER SHALL BE PROVIDED FOR SHADE TREES PLANTED WITHIN SIX (6) FEET OF PUBLIC CURBS, SIDEWALKS OR PUBLIC RIGHT OF WAYS. ALL ROOT BARRIER SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURERS RECOMMENDATIONS. THE TOTAL LENGTH OF THE ROOT BARRIERS SHALL BE 20' ADJACENT TO THE SIDEWALK AND 20' ADJACENT TO THE CURB.

ALL AREAS SHALL BE FULLY IRRIGATED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF LAKE WORTH BEACH. THE IRRIGATION WATER SOURCE SHALL BE WELL WATER FOR COMMON AREAS AND POTABLE WATER AROUND THE BUILDING FOUNDATION.

CATCH BASINS AND DRAINAGE SHALL NOT BE LOCATED WITH IN REQUIRED PERIMETER BUFFERS OR PRESERVE AREAS.

THE IRRIGATION SYSTEM SHALL BE DESIGNED TO PROVIDE 100% OVERLAP COVERAGE TO ALL LANDSCAPE AND SOD AREAS.

THE IRRIGATION SYSTEM SHALL BE EQUIPPED WITH A RAIN SENSOR/CUT OFF SWITCH IN ACCORDANCE WITH STATE AND LOCAL REQUIREMENTS.

EXISTING TREES AND VEGETATION TO REMAIN SHALL BE STAKED AND BARRICADED PRIOR TO ANY LAND CLEARING. TREES TO BE RELOCATED SHALL BE PROTECTED DURING CONSTRUCTION.

ALL TREES PROPOSED TO BE PRESERVED ON SITE SHALL BE PROTECTED IN ACCORDANCE WITH THE PROCEDURES OUTLINED IN DIVISION IV, VEGETATION REMOVAL REQUIREMENTS IN THE CITY OF LAKE WORTH BEACH CODE PRIOR TO THE ISSUANCE OF A C.O.

ANY AREA DESIGNATED WITH EXISTING VEGETATION TO REMAIN THAT IS DISTURBED DURING CONSTRUCTION WILL BE RESTORED WITH NATIVE PLANTING.

EXISTING TREES PRESERVED OR RELOCATED ON SITE SHALL BE PRUNED ACCORDING TO ANSI A300 STANDARDS OR BY AN ISA CERTIFIED ARBORIST.

ALL EXISTING LANDSCAPING AND TREES TO REMAIN SHALL BE BARRICADED WITH ORANGE CONSTRUCTION BARRICADE. THE BARRICADE SHALL BE INSTALLED AT THE DRIP LINE OF THE TREE/PALM OR AT THE EDGE OF THE SHRUB MASS.

BARRICADES SHALL REMAIN IN PLACE THROUGHOUT THE DURATION OF CONSTRUCTION.

EXISTING NATIVE VEGETATION LOCATED WITHIN THE PROPOSED DEVELOPMENT AREAS SHALL BE RELOCATED TO SUPPLEMENT THE LANDSCAPING. NATIVE VEGETATION SHALL BE RELOCATED BY TREE SPADE OR CRANE. PRIOR TO THE CLEARING OF THE SITE THE APPLICANT SHALL IDENTIFY ALL NATIVE VEGETATION TO BE RELOCATED.

RELOCATION METHODOLOGY: EXISTING NATIVE VEGETATION DETERMINED TO BE SUITABLE FOR RELOCATION SHALL BE RELOCATED TO TARGET AREAS USING HYDROLOGIC TREE SPADES. THE SIZE OF SPADE SHALL VARY FROM 90" TO 45" DEPENDING ON THE SIZE AND TYPE OF VEGETATION TO BE MOVED. THE APPLICANT SHALL IDENTIFY PRIOR TO THE CLEARING OF THE SITE ALL EXISTING VEGETATION TO BE RELOCATED. FOLLOWING RELOCATION, VEGETATION SHALL BE WATERED DAILY FOR A PERIOD NOT LESS THAN 90 DAYS AFTER WHICH IT SHALL BE WATERED ON AN AS NEEDED BASIS TO INSURE SURVIVAL. AT A MINIMUM THE APPLICANT SHALL INSURE 60% SURVIVAL FOR ALL RELOCATED PLANT MATERIAL.

# PLANT LIST

TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	NATIVE	REMARKS
BS	6	BURSERA SIMARUBA	GUMBO LIMBO	B & B	4" CAL	12" HT. X 5" SPRD.	Y	FULL CANOPY
CA	5	CLUSIA ROSEA	AUTOGRAFH TREE	45 GAL	2" CAL	10" -12" O.A.	Y	FULL CANOPY, STANDARD, 4' CT
CD	2	COCOLoba DIVERSIFOLIA	PIGEON PLUM	45 GAL	2" CAL	10" -12" O.A.	Y	FULL CANOPY, STANDARD, 4' CT
CES	3	CONOCARPUS ERECTUS 'NOMBA'	SLIVER BUTTWOOD TREE	45 GAL	MULTI TRUNK	10" -12" O.A.	Y	FULL CANOPY, MULTI TRUNK
CW	7	CORDIA BOISSIERI 'WHITE GEISER'	WHITE GEISER	65 GAL	2" CAL	10" -12" O.A.	Y	FULL CANOPY
LD	1	LAGERSTROMIA INDICA 'TUSKEGEE'	RED CRAPE MYRTLE	65 GAL	3.5" CAL	12" O.A. X 5' SPRD	N	FULL & THICK CANOPY, FLORIDA FANCY, MATCHED, SINGLE STRAIGHT TRUNK, 5' CT.
QV	1	QUERCUS VIRGINIANA	LIVE OAK	N.A.	3" CAL.	14" HT. X 7' SPREAD	Y	6" C.T. MIN. FULL CANOPY, SYMMETRICAL, MATCHED, TREE SHALL BE GROWN FROM SEED, NOT FROM GRAFTED CULTIVAR OR CLONE VARIETIES
ACCENT TREES/PALMS	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	NATIVE	REMARKS
ED	4	ELAEAGNUS DECIPENS	JAPANESE BLUEBERRY TREE	30 GAL	N.A.	7"-8" O.A.	N	CONICAL, FULL TO BASE
GZ	2	GARDENIA JASMINEOIDES 'MIAMI SUPREME'	'DOUBLE PEACH' HIBISCUS	15 GAL	4" x 4"	3" -4" O.A.	N	FULL & THICK, MATCHED.
HR	1	HIBISCUS ROSA-SINENSIS	JAPANESE PRIVET	25 GAL	2.5" O.C.	5" O.A., 3" SPRD	N	FULL & THICK, STANDARD
LD	2	LIGUSTRUM JAPONICUM	PIGMY DATE PALM	45 GAL	MULTI TRUNK	7" HT., 7" SPD.	N	FULL CANOPY
LJ	3	PHOENIX ROBELENI	PURPLE GLORY TREE	30 GAL	3" CAL	4" O.A.	N	TRIPLE TRUNK, FLORIDA FANCY
PR	24	POLYTAHIA LONGIFOLIA		30 GAL	14" O.A.	12" O.A.	Y	FULL & THICK CANOPY, FLORIDA FANCY, MATCHED, SINGLE STRAIGHT TRUNK, 5' CT.
POL	1	TIBOUCHINA GRANULOSA		30 GAL	2" CAL	6" HT X 4' SPRD	N	FULL CANOPY, SYMMETRICAL, MULTI-TRUNK
PALM TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	NATIVE	REMARKS
FEA	6	PTYCHOSPHERMA ELEGANS	SINGLE ALEXANDER PALM	FIELD GROWN	NA	10" -12" O.A.	N	FULL CANOPY, SINGLE STEM, MATCHED
RE	2	ROYSTONIA ELATA	ROYAL PALM	FIELD GROWN	NA	14" GW	Y	FULL CANOPY, MATCHED
SP	3	SABAL PALMETTO	SABAL PALMETTO	N.A.	N.A.	12"-20" CT.	Y	SLICK, STRAIGHT TRUNK, REGENERATED.
AD2	1	VEITCHIA MERRILLII	CHRISTMAS PALM	30 GAL	NA	10" -12" O.A.	N	FULL CANOPY, DOUBLE TRUNK
SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	CONT	SIZE	SPACE	NATIVE	REMARKS
CE2	75	CHRYSOBALANUS ICACO	COCO PALM	3 GAL	2" X 2"	3" O.C.	Y	FULL & THICK
CL	2	CORDYLINE X 'GLAUCA'	GREEN BUTTWOOD	7 GAL	3" X 3"	3" O.C.	Y	FULL & THICK
DRAM	2	DRACAENA HANGNATA	GLAUCIA TI PLANT	3 GAL	3" O.A.	A.S.	N	FULL & THICK
FF	1	FURCRAEA FOETIDA	DRACAENA	7 GAL	5" O.A.	A.S.	N	FULL, CHARACTER, TIPS
HR2	13	HIBISCUS ROSA SINENSIS	FALSE AGAVE	7 GAL	3" O.A.	A.S.	Y	FULL & THICK
P8B	6	PODOCARPUS MACROPHYLLUS 'PRINGLES'	RED HIBISCUS	7 GAL	2.5" X 2"	2.5" O.C.	N	FULL & THICK
PM7	13	PODOCARPUS MAKII	DWARF PRINGLES	7 GAL	2.5" X 2.5"	A.S.	N	FULL & THICK
PM15	6	PODOCARPUS MAKII	PODOCARPUS	7 GAL	4" HT., 2" SPRD	A.S.	N	FULL & THICK, MATCHED.
SA2	18	SCHEFFLERA ARBORICOLA 'TRINETTE'	PODOCARPUS MAKII	15 GAL	5" O.A., 2" SPRD	2" O.C.	N	FULL & THICK
VO	12	VIBURNUM OBOVATUM	DWARF VARIEGATED SCHEFFLERA	3 GAL	2" X 2"	2.5" O.C.	Y	FULL & THICK
			WALTERS VIBURNUM	7 GAL	4" X 3"	3" O.C.	Y	FULL & THICK
GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME	CONT	SIZE	SPACE	NATIVE	REMARKS
BF	41	ASPARAGUS DENSIFFLORUS 'MYERS'	FOXTAIL FERN	3 GAL	18" X 18"	18" O.C.	N	FULL & THICK
CD	44	CHRYSOBALANUS ICACO	COCO PALM	3 GAL	24" X 24"	24" O.C.	Y	FULL & THICK
CID	87	CHRYSOBALANUS ICACO 'HORIZONTAL'	DWARF COCO PALM	3 GAL	12" X 18"	24" O.C.	Y	FULL & THICK
FG2	28	FARFUGIUM JAPONICUM 'GIGANTEUM'	COCCO PALM	3 GAL	18" X 18"	18" O.C.	N	FULL & THICK
FG	52	FICUS MACROPHYLLA 'GREEN ISLAND'	GREEN ISLAND FICUS	3 GAL	18" X 18"	24" O.C.	N	FULL & THICK
IV	357	ILEX VOMITORIA 'SHILLINGS DWARF'	DWARF WALPOON HOLLY	3 GAL	18" X 15"	18" O.C.	Y	FULL & THICK
JS	42	JASMINUM VOLUBILE	WAX JASMINE	3 GAL	24" X 24"	36" O.C.	N	FULL & THICK
LM	46	LIRIOPE MUSCARI 'EV. GIANT'	LIRIOPE	3 GAL	18" X 18"	18" O.C.	N	FULL & THICK
SOD/SEED	QTY	BOTANICAL NAME	COMMON NAME	CONT	SIZE	SPACE	NATIVE	REMARKS
SOD	2,166 sf	STENOTAPHRUM SECUNDAUTUM	ST. AUGUSTINE GRASS	sod				WEED FREE

# LANDSCAPE SPECIFICATIONS

## 1. GENERAL LANDSCAPE REQUIREMENTS

LANDSCAPE CONTRACT WORK INCLUDES, BUT IS NOT LIMITED TO, SOIL PREPARATION, FINE OR FINISH GRADING, FURNISHING AND INSTALLING PLANT MATERIAL, WATERING, STAKING, GUYING AND MULCHING.

### PLANT SIZE AND QUALITY

TREES, PALMS, SHRUBS, GROUNDCOVERS, PLANT SPECIES AND SIZES SHALL CONFORM TO THOSE INDICATED ON THE DRAWINGS. NOMENCLATURE SHALL CONFORM TO STANDARD PLANT NAMES, 1942 EDITION. ALL NURSERY STOCK SHALL BE IN ACCORDANCE WITH GAULDS AND HANDELS FOR NURSERY PLANTS PARTS 1 & II, LATEST EDITION PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, UNLESS OTHERWISE SPECIFIED. ALL PLANTS SHALL BE FLORIDA GRADE NUMBER 1 OR BETTER AS DETERMINED BY THE FLORIDA DIVISION OF PLANT INDUSTRY.

ALL CONTAINER GROWN PLANT SHALL BE HEALTHY, VIGOROUS, WELL-ROOTED PLANTS AND ESTABLISHED IN THE CONTAINER IN WHICH THEY ARE SOLD. THE PLANTS SHALL HAVE TOPS OF GOOD QUALITY AND BE IN A HEALTHY GROWING CONDITION.

AN ESTABLISHED CONTAINER GROWN PLANT SHALL BE TRANSPLANTED INTO A CONTAINER AND GROWN IN THAT CONTAINER SUFFICIENTLY LONG ENOUGH FOR THE NEW FIBROUS ROOTS TO HAVE DEVELOPED SO THAT THE ROOT MASS WILL RETAIN ITS SHAPE AND HOLD TOGETHER WHEN REMOVED FROM THE CONTAINER.

STANDARD PLANTING MIXTURE SHALL BE ONE (1) PART RECYCLED ORGANIC MATERIAL ADDED TO THREE (3) PARTS EXISTING NATIVE SOIL.

REPLACEMENT SOIL SHALL BE USED AS SPECIFIED TO REPLACE EXISTING SOILS THAT ARE DETERMINED BY THE LANDSCAPE ARCHITECT TO BE UNSUITABLE FOR PLANTING. IE. ROAD BASE, PAVEMENT, ETC. REPLACEMENT SOIL MIX SHALL CONTAIN 60% SAND AND 40% MULCH. SAND SHALL BE 100% CLEAN NATIVE SAND SCREENED TO 1/4" AND MULCH SHALL BE 100% CLEAN ORGANIC NATIVE MULCH SCREENED TO 1/2". ALL SOIL SHALL BE FLOEDED PRIOR TO TABLET FERTILIZER APPLICATION.

MULCH SHALL BE SHREDDED MEHALEKA, EUCALYPTUS OR GRADE "A" RECYCLED. ALL MULCH IS TO BE APPLIED TO A DEPTH OF 3", EXCEPT AS OTHERWISE NOTED.

FERTILIZER IN BACKFILL MIXTURE FOR ALL PLANTS SHALL CONSIST OF MILDORGANITE ACTIVATED SLUDGE MIXED WITH THE BACKFILL AT A RATE OF NOT LESS THAN 50 LBS. PER CUBIC YARD.

FERTILIZER FOR TREES AND SHRUBS MAY BE TABLET FORM OR GRANULAR. GRANULAR FERTILIZER SHALL BE UNIFORM IN DISTRIBUTION, DRY AND FREE-FLOWING. THIS FERTILIZER SHALL BE DELIVERED TO THE SITE IN THE ORIGINAL BAGS. EACH BAG SHALL BEAR THE MANUFACTURER'S STATEMENT OF ANALYSIS, AND SHALL MEET THE FOLLOWING REQUIREMENTS: 16% NITROGEN, 7% PHOSPHORUS, 12% POTASSIUM, PLUS IRON, ZINC AND MANGANESE (OR EQUAL) IN 21 GRAM SIZE SHALL MEET THE FOLLOWING REQUIREMENTS: 20% NITROGEN, 10% PHOSPHORUS AND 5% POTASSIUM.

FERTILIZER WILL BE APPLIED AT THE FOLLOWING RATES:

PLANT SIZE	16-7-12	AGRIFORM TABLETS (21 GRAM)
1 GAL.	1/4 LB.	1
3 GAL	3/8 LB.	3
7-15 GAL	1 1/2 LB.	6
1'-6" CALIPER	2 LBS/1" CALIPER	2 PER 1" CALIPER
6" AND LARGER	3 LBS/1" CALIPER	2 PER 1" CALIPER

\*FLORIDA EAST COAST PALM SPECIAL\* SHALL BE APPLIED TO ALL PALMS AT INSTALLATION AT A RATE OF 1/2 LB. PER INCH OF TRUNK UNLESS OTHERWISE SPECIFIED.

FIELD GROWN TREES AND PALMS PREVIOUSLY ROOT PRUNED SHALL OBTAIN A ROOT BALL WITH SUFFICIENT ROOTS FOR CONTINUED GROWTH WITHOUT RESULTING SHOCK.

CONTRACTOR SHALL NOT MARK OR SCAR TRUNK IN ANY FASHION.

PLANTS SHALL BE WATERED AS NECESSARY OR WITHIN 24 HOURS AFTER NOTIFICATION BY THE LANDSCAPE ARCHITECT.

THE LOCATIONS OF PLANTS, AS SHOWN IN THESE PLANS, ARE APPROXIMATE. THE FINAL LOCATIONS MAY BE ADJUSTED TO ACCOMMODATE UNIFORM FIELD CONDITIONS. MAJOR ADJUSTMENTS TO THE LAYOUT ARE TO BE APPROVED BY THE LANDSCAPE ARCHITECT.

ALL PLASTIC FABRIC SHALL BE REMOVED FROM PLANT MATERIAL AT TIME OF INSTALLATION.

ALL TREES MUST BE STAKED AS SHOWN ON THE PLANTING DETAILS WITHIN 24 HOURS OF PLANTING. STAKES TO REMAIN FOR A MINIMUM OF 9 MONTHS, BUT NO LONGER THAN 18 MONTHS. CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE AND REMOVAL OF THE STAKES.

ALL TREES MUST BE PRUNED AS PER LANDSCAPE ARCHITECT'S DIRECTION. SABAL PALMS MAY BE HURRICANE CUT.

ALL SHRUBS, TREES AND GROUND COVER WILL HAVE IMPROVED SOIL AS PER PLANTING SOIL NOTES. THE SOILS SHALL BE PLACED IN THE HOLE DURING PLANTING. TOP DRESSING ONLY IS NOT ACCEPTABLE.

DO NOT ALLOW AIR POKETS TO FORM WHEN BACKFILLING. ALL TREES SHALL BE SPIKED IN UTILIZING WATER AND A TREE BAR.

THE LANDSCAPE CONTRACTOR SHALL WATER, MULCH, WEED, PRUNE, AND OTHERWISE MAINTAIN ALL PLANTS, INCLUDING SOD, UNTIL COMPLETION OF CONTRACT OR ACCEPTANCE BY LANDSCAPE ARCHITECT. SETTLED PLANTS SHALL BE RESET TO PROPER GRADE, PLANTING SAUCERS RESTORED, AND DEFECTIVE WORK CORRECTED.

THE LANDSCAPE CONTRACTOR SHALL AT ALL TIMES KEEP THE PREMISES FREE FROM ACCUMULATION OF WASTE MATERIALS OR DEBRIS CAUSED BY HIS CREWS DURING THE PERFORMANCE OF THE WORK.

UPON COMPLETION OF THE WORK, THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT AND REQUEST A FINAL INSPECTION. ANY ITEMS THAT ARE JUDGED INCOMPLETE OR UNACCEPTABLE BY THE LANDSCAPE ARCHITECT OR OWNERS REPRESENTATIVE SHALL BE CORRECTED BY THE LANDSCAPE CONTRACTOR WITHIN 14 DAYS.

ALL LABOR AND MATERIAL FOR SOIL AMENDMENTS AND FERTILIZER THAT IS REQUIRED TO INSURE THE SUCCESSFUL ESTABLISHMENT AND SURVIVAL OF THE PROPOSED VEGETATION, AS WELL AS ALL COSTS FOR THE RELOCATION AND REPLACEMENT OF EXCESS BACKFILL MATERIAL SHALL BE INCLUDED IN THE CONTRACTOR'S BID TO PERFORM THE WORK REPRESENTED IN THIS PLAN SET.

## 2. PLANTING TREES

EXCAVATE PIT AS PER PLANTING DETAILS.

BACKFILL AROUND BALL WITH STANDARD PLANTING MIXTURE AND SLIGHTLY COMPACT, WATER THOROUGHLY AS LAYERS ARE PLACED TO ELIMINATE VOIDS AND AIR POCKETS. BUILD A 6" HIGH BERM OF STANDARD PLANTING MIXTURE BEYOND EDGE OF EXCAVATION. APPLY 3" (AFTER SETTLEMENT) OF MULCH EXCEPT WITHIN 6" OF TRUNK.

PRUNE TREE TO REMOVE DAMAGED BRANCHES, IMPROVE NATURAL SHAPE AND THIN OUT STRUCTURE. DO NOT REMOVE MORE THAN 15% OF BRANCHES. DO NOT PRUNE BACK TERMINAL LEADER.

GUY AND STAKE TREE IN ACCORDANCE WITH THE STAKING DETAILS IMMEDIATELY AFTER PLANTING.

## 3. PLANTING SHRUBS

LAYOUT SHRUBS TO CREATE A CONTINUOUS SMOOTH FRONT LINE AND FILL IN BEHIND.

EXCAVATE PIT OR TRENCH TO 1-1/2 TIMES THE DIAMETER OF THE BALLS OR CONTAINERS OR 1'-0" WIDER THAN THE SPREAD OF ROOTS FOR POSITIONING AT PROPER HEIGHT. BACKFILL AROUND PLANTS WITH STANDARD PLANTING MIXTURE. COMPACTED TO ELIMINATE VOIDS AND AIR POCKETS. FORM GRADE SLIGHTLY DISHD AND BERMED AT EDGES OF EXCAVATION. APPLY 3" OF MULCH EXCEPT WITHIN 3" OF STEMS.

PRUNE SHRUBS TO REMOVE DAMAGED BRANCHES, IMPROVE NATURAL SHAPE AND THIN OUT STRUCTURE. DO NOT REMOVE MORE THAN 15% OF BRANCHES.

## 4. PLANTING GROUND COVER

LOOSEN SUBGRADE TO DEPTH OF 4" IN AREAS WHERE TOPSOIL HAS BEEN STRIPPED AND SPREAD SMOOTH.

SPACE PLANTS AS OTHERWISE INDICATED. DIG HOLES LARGE ENOUGH TO ALLOW SPREADING OF ROOTS. COMPACT BACKFILL TO ELIMINATE VOIDS AND LEAVE GRADE SLIGHTLY DISHD AT EACH PLANT. WATER THOROUGHLY. APPLY 3" OF MULCH OVER ENTIRE PLANTING BED, LIFTING PLANT FOLIAGE ABOVE MULCH.

DURING PERIODS OF HOT SUN AND/OR WIND AT TIME OF PLANTING, PROVIDE PROTECTIVE COVER FOR SEVERAL DAYS OR AS NEEDED.

## 5. PLANTING LAWNS

SODDING: SOD TYPE SPECIFIED ON PLANT LIST SHALL BE MACHINE STRIPPED NOT MORE THAN 24 HOURS PRIOR TO LAYING.

LOOSEN SUBGRADE TO DEPTH OF 4" AND GRADE WITH TOPSOIL EITHER PROVIDED ON SITE OR IMPORTED STANDARD PLANTING MIX TO FINISH DESIGN ELEVATIONS. ROLL PREPARED LAWN SURFACE. WATER THOROUGHLY, BUT DO NOT CREATE MUDDY SOIL CONDITION.

FERTILIZE SOIL AT THE RATE OF APPROXIMATELY 10 LBS. PER 1,000 S.F.. SPREAD FERTILIZER OVER THE AREA TO RECEIVE GRASS BY USING AN APPROVED DISTRIBUTION DEVICE CALIBRATED TO DISTRIBUTE THE APPROPRIATE QUANTITY. DO NOT FERTILIZE WHEN WIND VELOCITY EXCEEDS 15 M.P.H. THOROUGHLY MIX FERTILIZER INTO THE TOP 2" OF TOPSOIL.

LAY SOD STRIPS WITH TIGHT JOINTS, DO NOT OVERLAP. STAGGER STRIPS TO OFFSET JOINTS IN ADJACENT COURSES. WORK SIFTED STANDARD PLANTING MIXTURE INTO MINOR CRACKS BETWEEN PIECES OF SOD AND REMOVE EXCESS SOIL DEPOSITS FROM SODDED AREAS. SOD ON SLOPES GREATER THAN 3:1 SHALL BE STAKED IN PLACE. ROLL OR STAMP LIGHTLY AND WATER THOROUGHLY WITH A FINE SPRAY IMMEDIATELY AFTER PLANTING.

6. MISCELLANEOUS LANDSCAPE WORK

LANDSCAPE MAINTENANCE

MAINTAIN LANDSCAPE WORK UNTIL FINAL ACCEPTANCE IS ISSUED BY THE OWNER'S REPRESENTATIVE. INCLUDE WATERING, WEEDING, CULTIVATING, RESTORATION OF GRADE, MOWING AND TRIMMING GRASS, PRUNING TREES AND SHRUBS, PROTECTION FROM INSECTS AND DISEASES, FERTILIZING AND SIMILAR OPERATIONS AS NEEDED TO INSURE NORMAL GROWTH AND GOOD HEALTH FOR LIVE PLANT MATERIAL.

PLANT MATERIAL SUBSTITUTION

NO SUBSTITUTION OF PLANT MATERIAL, TYPE OR SIZES WILL BE PERMITTED WITHOUT AUTHORIZATION FROM THE LANDSCAPE ARCHITECT.

### PLANTING BED PREPARATION

ALL PLANTING BEDS SHALL BE PROPERLY PREPARED PRIOR TO THE COMMENCEMENT OF ANY PLANTING. PLANTING AREAS, INCLUDING LAWNS SHALL BE FREE OF ALL WEEDS AND NUISANCE VEGETATION. IF TORPEDO GRASS (PANDICUM REPENS) IS PRESENT OR ENCOUNTERED DURING PLANTING, THE LANDSCAPE CONTRACTOR SHALL STOP ALL PLANTING UNTIL IT CAN BE DEMONSTRATED THAT IT HAS BEEN COMPLETELY REMOVED OR ERADICATED. THERE SHALL BE NO EXCEPTIONS TO THIS PROVISION.

ALL LANDSCAPE ISLANDS AND BEDS WILL BE FREE OF SHELL ROCK AND CONSTRUCTION DEBRIS AND WILL BE EXCAVATED TO A DEPTH OF 30 INCHES OR TO CLEAN, NATIVE SOIL, AND FILLED WITH THE SPECIFIED REPLACEMENT SOIL.

### LANDSCAPE WARRANTY

- NOTES:**
- 1.) THIS DESIGN IS CONCEPTUAL AND SUBJECT TO CHANGE BASED ON FINAL DESIGN.
  - 2.) ALL WATER AND WASTEWATER CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF LAKE WORTH AND THE PALM BEACH COUNTY HEALTH DEPARTMENT.
  - 3.) LOCATIONS OF WATER AND SANITARY SEWER SERVICES, DRAINAGE STRUCTURES AND PIPES AND OTHER STRUCTURES TO BE COORDINATED WITH LANDSCAPE DESIGN DURING PREPARATION OF FINAL CIVIL ENGINEERING PLANS.
  - 4.) CONSTRUCTION AND DEMOLITION TO COMPLY WITH N.F.P.A. 241.

LAND USE	SF	AC	%
BUILDING LOT COVERAGE	7,885	0.18	34.36%
VEHICULAR USE AREA - PAVED	1,526	0.04	6.65%
VEHICULAR USE AREA - SEMI-PERVIOUS	4,726	0.11	20.59%
OPEN SPACE	8,814	0.20	38.40%
<b>TOTAL</b>	<b>22,950</b>	<b>0.53</b>	<b>###</b>

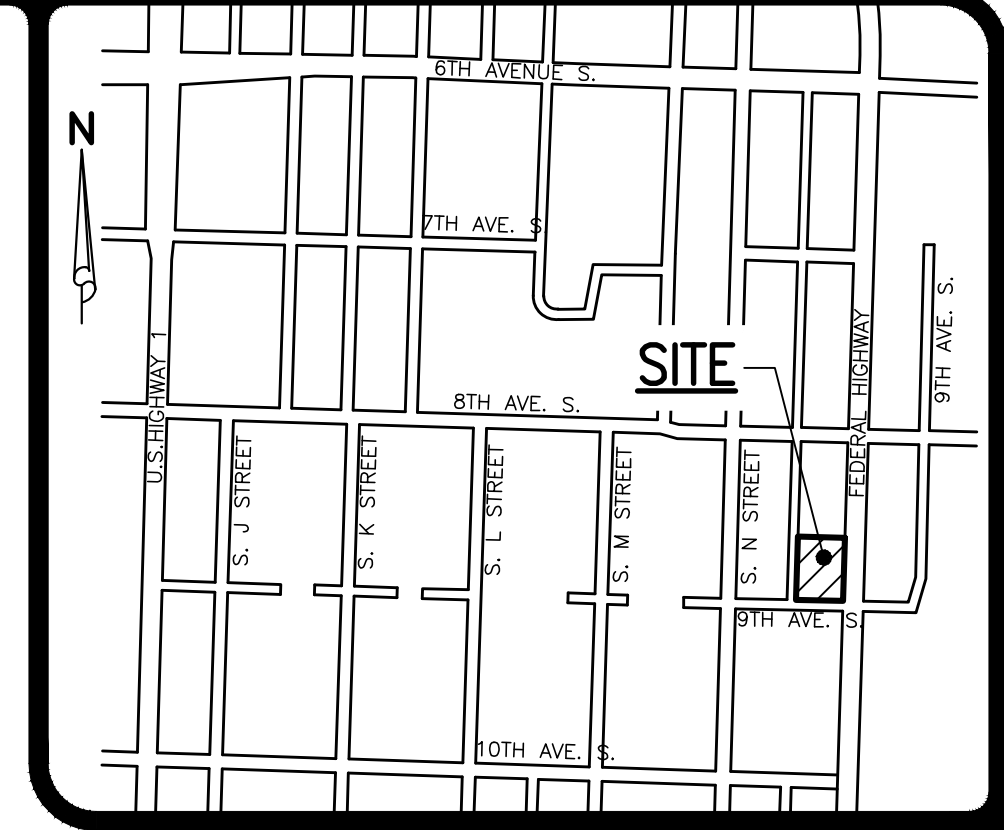
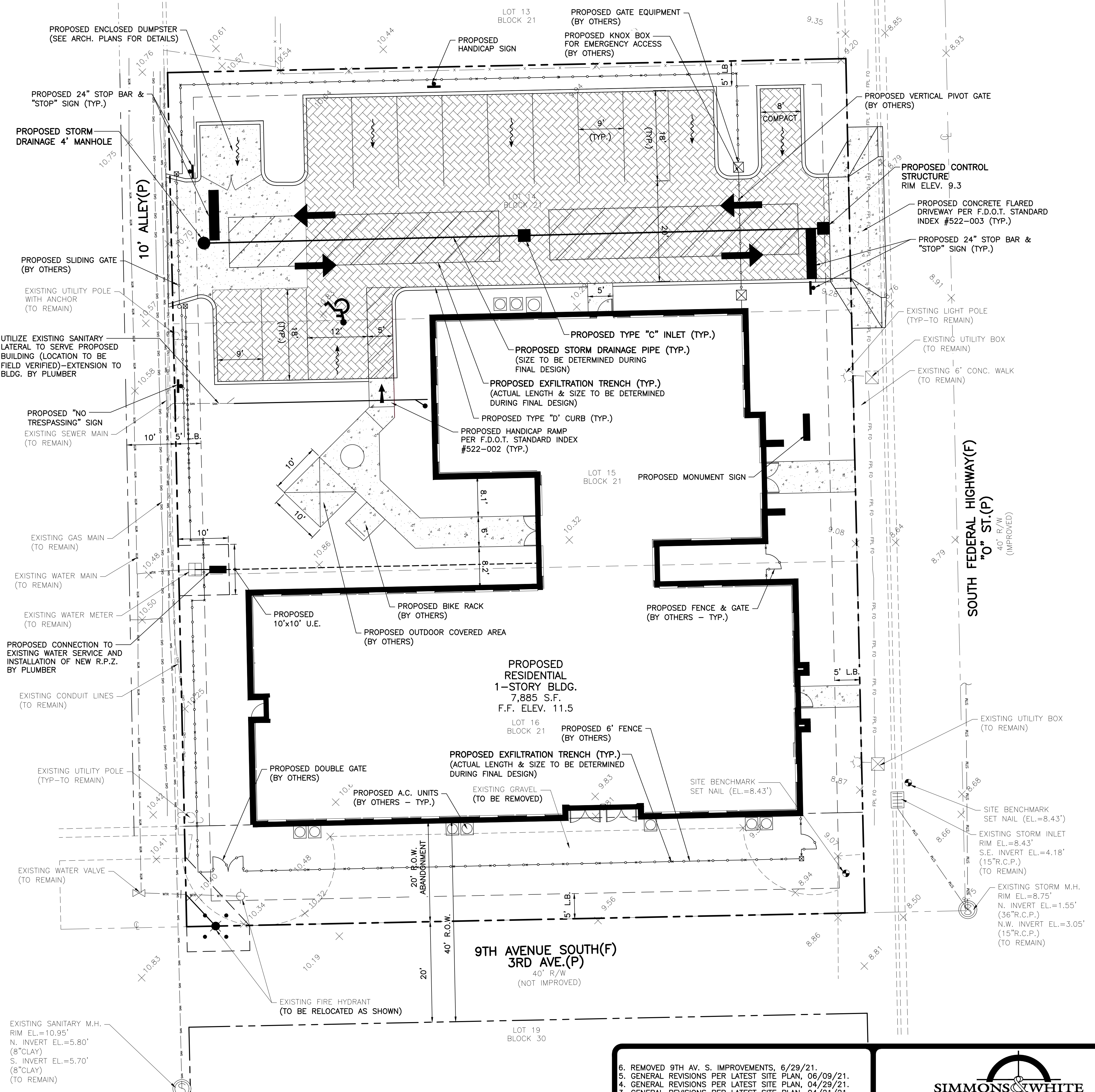
LOT COVERAGE IMPERVIOUS AREA	SF	AC	%
BUILDING LOT COVERAGE	7,885	0.18	34.36%
VEHICULAR USE AREA - IMPERVIOUS	1,526	0.04	6.65%
VEHICULAR USE AREA - SEMI-PERVIOUS (50%) <sup>1</sup>	1,851	0.04	8.07%
SIDEWALKS - IMPERVIOUS	1,023	0.02	4.46%
SIDEWALKS - SEMI-PERVIOUS (50%) <sup>1</sup>	0	0.00	0.00%
<b>TOTAL IMPERVIOUS AREA</b>	<b>12,285</b>	<b>0.28</b>	<b>53.53%</b>

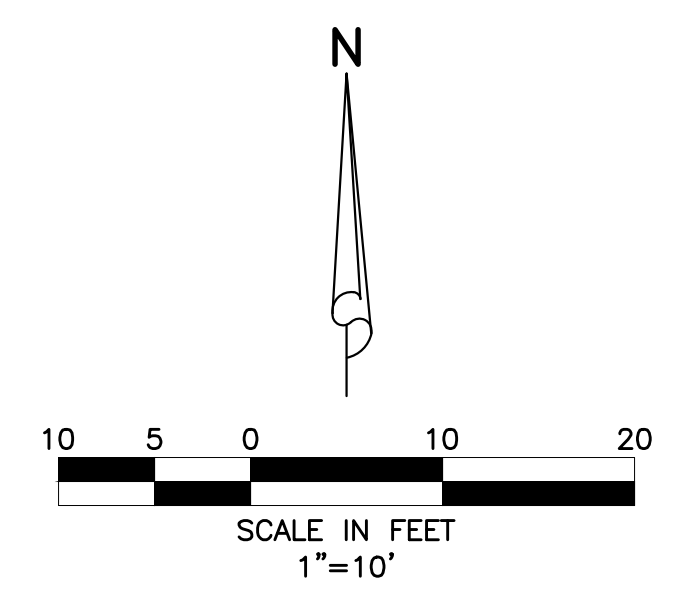
PERVIOUS AREA	SF	AC	%
GREEN SPACE	8,814	0.20	38.41%
SIDEWALK - SEMI-PERVIOUS (50%) <sup>2</sup>	0	0.00	0.00%
VEHICULAR USE AREA - SEMI-PERVIOUS (50%) <sup>2</sup>	1,851	0.04	8.07%
<b>TOTAL PERVIOUS AREA</b>	<b>10,665</b>	<b>0.24</b>	<b>46.47%</b>

<sup>1</sup>&<sup>2</sup> - THE TOTAL SEMI-PERVIOUS AREAS WERE EQUALLY DIVIDED AMONGST THE IMPERVIOUS AREA AND PERVIOUS AREA CALCULATIONS

TOTAL SITE AREA	SF	AC	%
<b>TOTAL SITE AREA</b>	<b>22,950</b>	<b>0.53</b>	<b>100.00%</b>



**LOCATION MAP**  
NOT TO SCALE



- LEGEND**
- PROPOSED STORM SEWER AND CATCH BASIN
  - DIRECTION OF FLOW
  - DIRECTION OF SWALE
  - PROPOSED HIGH POINT
  - EXISTING GRADE ELEVATION
  - PROPOSED ASPHALT OR CONCRETE
  - PROPOSED CONCRETE
  - PROPOSED BRICK PAVERS/DECORATIVE PAVEMENT
  - PROPOSED DETECTABLE WARNING SURFACE
  - SAWCUT, REMOVE, & REPLACE EXISTING PAVEMENT, CONCRETE, CURB, ETC.
  - PROPOSED EXFILTRATION TRENCH (ACTUAL LENGTH & SIZE TO BE DETERMINED DURING FINAL DESIGN)
  - SEWER SERVICE W/ CLEAN-OUT
  - FIRE HYDRANT W/ GATE VALVE
  - PROPOSED SANITARY SEWER LINE, MANHOLE & FLOW DIRECTION
  - WATER SERVICE & R.P.Z. (REFER TO POTABLE WATER SERVICE SINGLE METER INSTALLATION DETAIL)
  - PROPOSED LIGHT POLE (BY OTHERS)
  - PROPOSED DIRECTIONAL ARROW
  - PROPOSED BENCH & TRASH CAN (BY OTHERS)
  - PROPOSED BIKE RACK (BY OTHERS)
  - PROPOSED 24" WHITE STOP BAR, "STOP" SIGN & 6" DOUBLE YELLOW STRIPE
  - EXISTING OVERHEAD POWER LINE & POWER POLE
  - EXISTING STORM DRAINAGE PIPE
  - EXISTING WATER MAIN
  - EXISTING SEWER MAIN
  - EXISTING FORCE MAIN

6/30/2021

6. REMOVED 9TH AV. S. IMPROVEMENTS, 6/29/21.
5. GENERAL REVISIONS PER LATEST SITE PLAN, 06/09/21.
4. GENERAL REVISIONS PER LATEST SITE PLAN, 04/29/21.
3. GENERAL REVISIONS PER LATEST SITE PLAN, 04/21/21.
2. GENERAL REVISIONS PER LATEST SITE PLAN, 10/26/20.
1. GENERAL REVISIONS PER LATEST SITE PLAN, 8/27/20.



**BURCKLE PLACE III**  
SECTION 27, TOWNSHIP 44S., RANGE 43E.  
CITY OF LAKE WORTH, FLORIDA  
CONCEPTUAL PAVING, DRAINAGE,  
WATER AND WASTEWATER PLAN

DESIGN	DRAWN	CHECKED	APPROVED	DATE	JOB NO.	DRAWING NO.	SHEET	OF
G.B.	R.S.				20-077	20-077C01	1	1

Project	BURCKLE PLACE 3	Catalog #		Type	S3D
Prepared by		Notes		Date	12/01/2020



### Lumark Prevail / Prevail XL Discrete LED

Area / Site Luminaire

**Typical Applications**  
Outdoor • Parking Lots • Walkways • Roadways • Building Areas

#### Interactive Menu

- Ordering Information page 2
- Mounting Details page 3
- Optical Configurations page 3
- Product Specifications page 4
- Energy and Performance Data page 4
- Control Options page 5

#### Product Certifications



#### Product Features

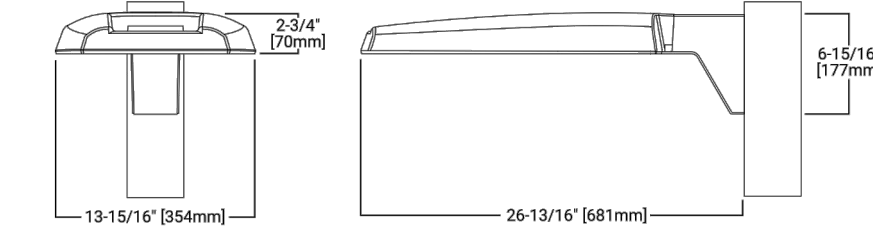


#### Quick Facts

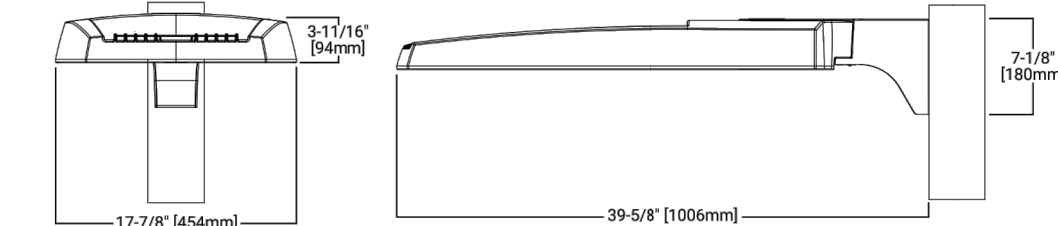
- Direct-mounted discrete light engine for improved optical uniformity and visual comfort
- Lumen packages range from 7,500 - 41,000 nominal lumens (50W - 300W)
- Replaces 70W up to 1,000W HID equivalents
- Efficacies up to 148 lumens per watt
- Standard universal quick mount arm with universal drill pattern

#### Dimensional Details

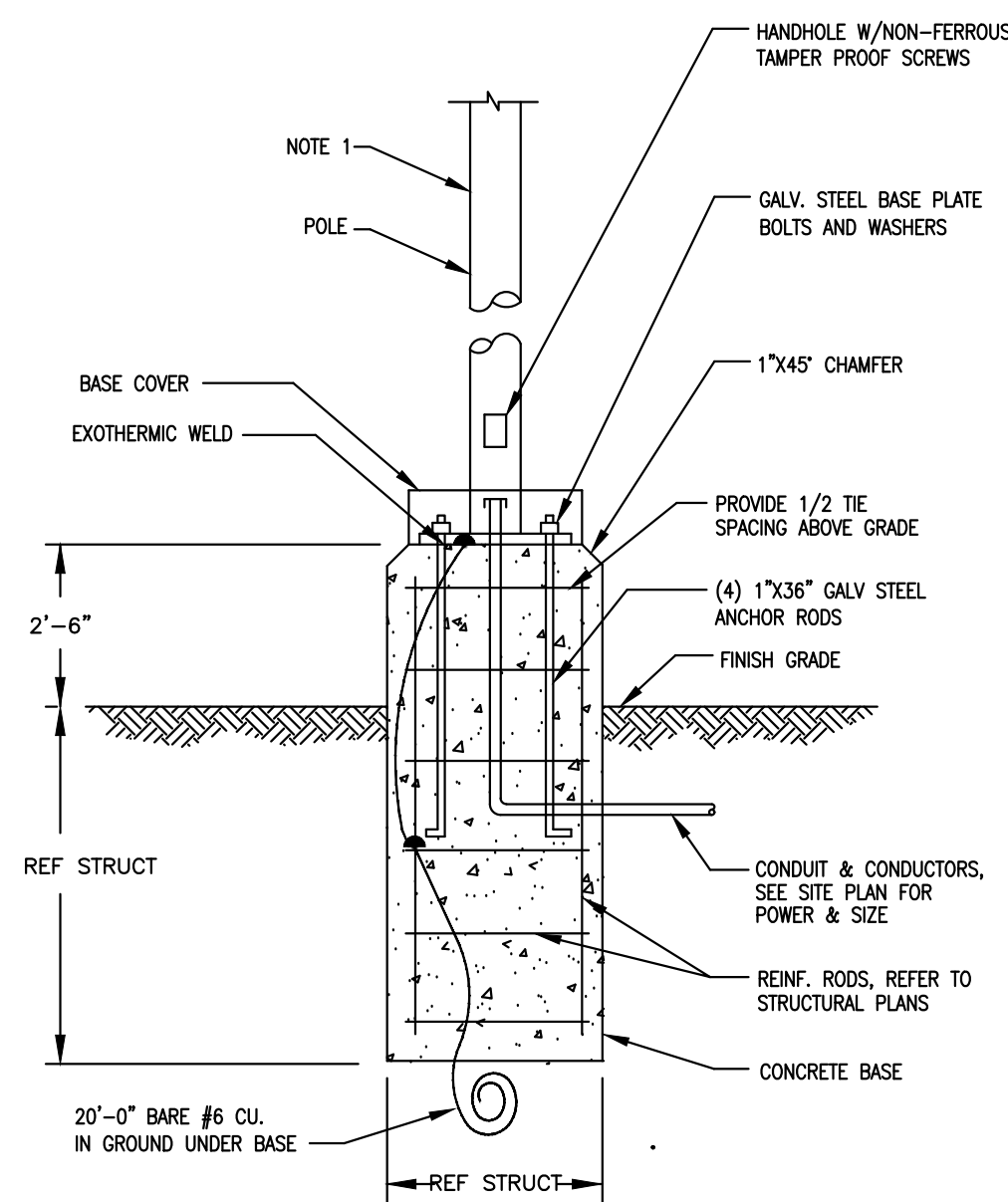
##### Prevail



##### Prevail XL



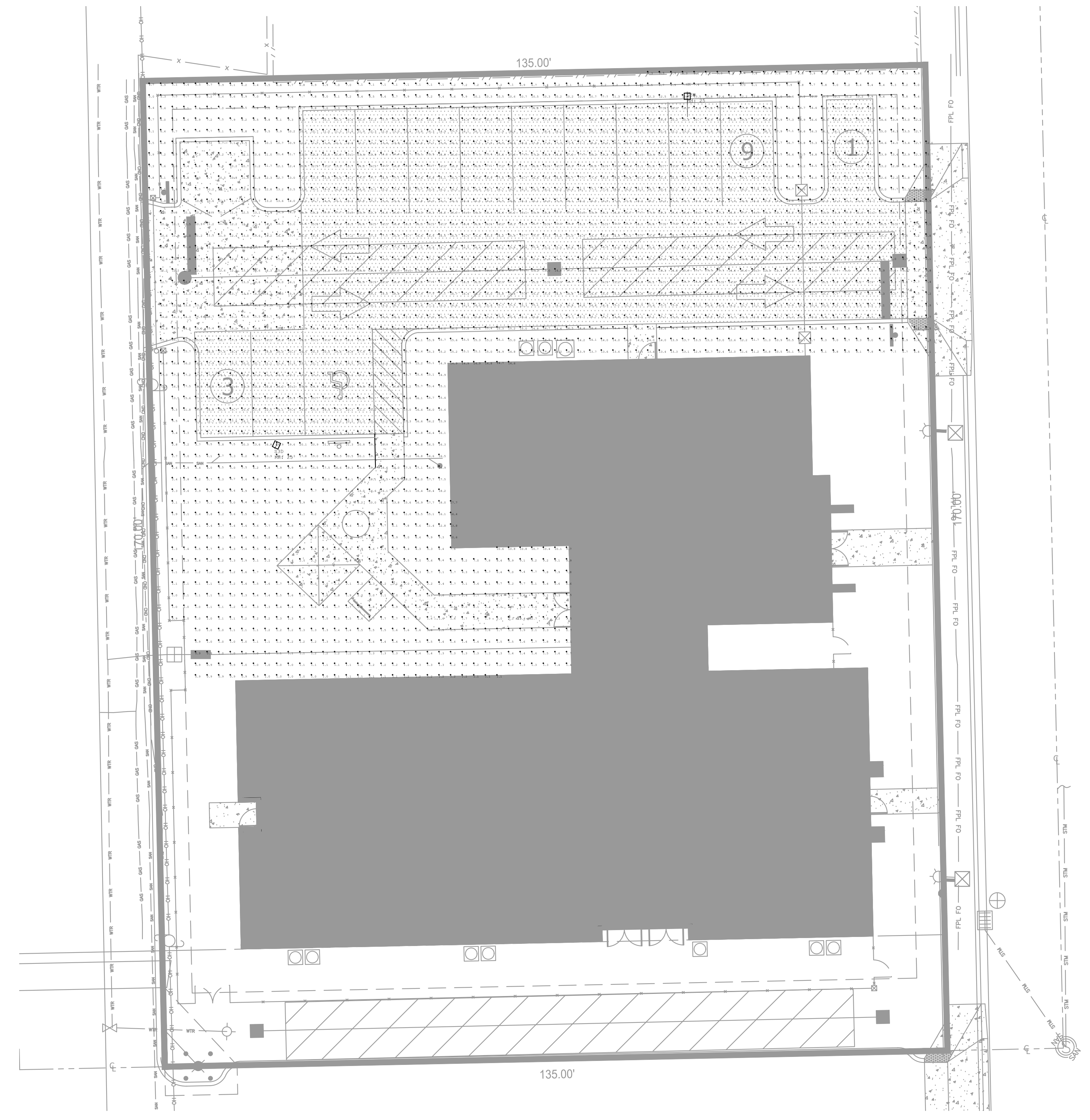
PS50005EN page 1  
August 20, 2020 9:57 AM



2 LIGHT POLE BASE DETAIL  
SCALE: N.T.S.

Symbol	Qty	Label	Arrangement	Total Lamp Lumens	LLF	Description	Tag
[-]	2	PRV-PA2A-730-U-T4W-HSS	SINGLE	N.A.	1.000	PRV-PA2A-730-U-T4W-HSS	S3D

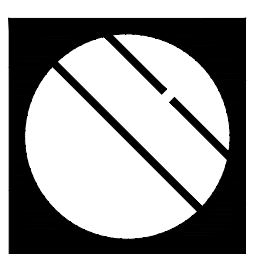
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Parking	Illuminance	Lux	11.82	26.5	0.3	39.40	88.33



1 PHOTOMETRIC SITE PLAN  
SCALE: 1" = 1'-0"

**RGD**  
CONSULTING  
ENGINEERS

JUPITER | ORLANDO  
561-743-0165 | 407-845-6630  
WWW.RGDENGINEERS.COM



## Cotleur & Hearing

Landscape Architects  
Land Planners  
Environmental Consultants  
1934 Commerce Lane  
Suite 1  
Jupiter, Florida 33458  
561.747.6336 • Fax 747.1377  
www.cotleurhearing.com  
Lic# LC-26000535

Burckle Place 3

Lake Worth Beach, Florida

DESIGNED	DEH
DRAWN	RO/RNK
APPROVED	DEH
JOB NUMBER	19-1017
DATE	04-19-2021
REVISIONS	04-30-2021
	05-06-2021
	05-20-2021

May 20, 2021 9:54:46 a.m.  
Drawing: 19-1017 SP.DWG

SHEET 1 OF 1

© COTLEUR & HEARING, INC.  
These drawings are the property of the architect and are not to be used for extensions or on other projects except by agreement in writing with the architect. Immediately report any discrepancies to the architect.



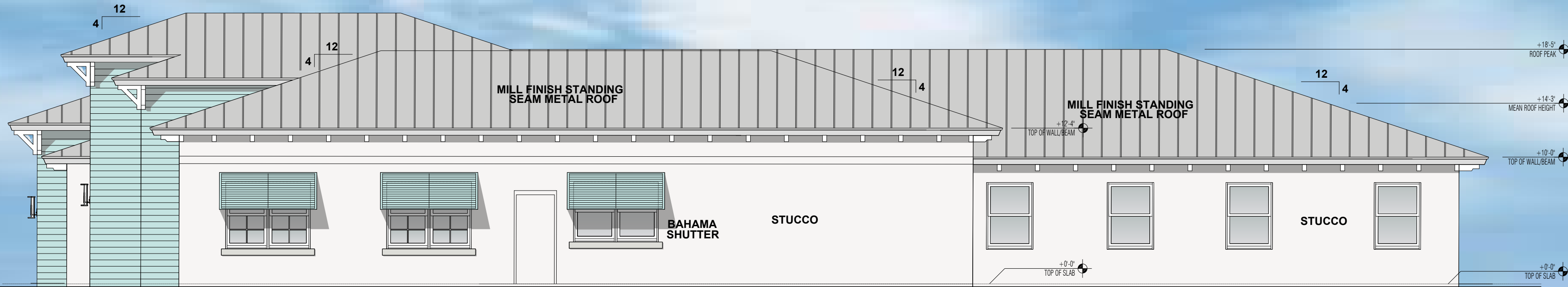
THE LORD'S PLACE  
BURCKLE PLACE 3



**1 EAST ELEVATION**  
SCALE: ONE INCH EQUALS 8 FEET

<b>EAST ELEVATION TOTAL WALL AREA:</b>	<b>1224 SF</b>
<b>25% WINDOW REQUIREMENT:</b>	<b>306 SF</b>
<b>TOTAL WINDOWS/STOREFRONT PROVIDED:</b>	<b>307 SF</b>

<p>SW 6800 SOMETHING BLUE SIDING LOOK FROM STUCCO &amp; BAHAMA SHUTTERS</p>	<p>SW 7000 IBIS WHITE STUCCO</p>	<p>SW 7006 EXTRA WHITE BRACKETS</p>	<p>PAC-CLAD MILL FINISH ZINC METAL ROOF</p>
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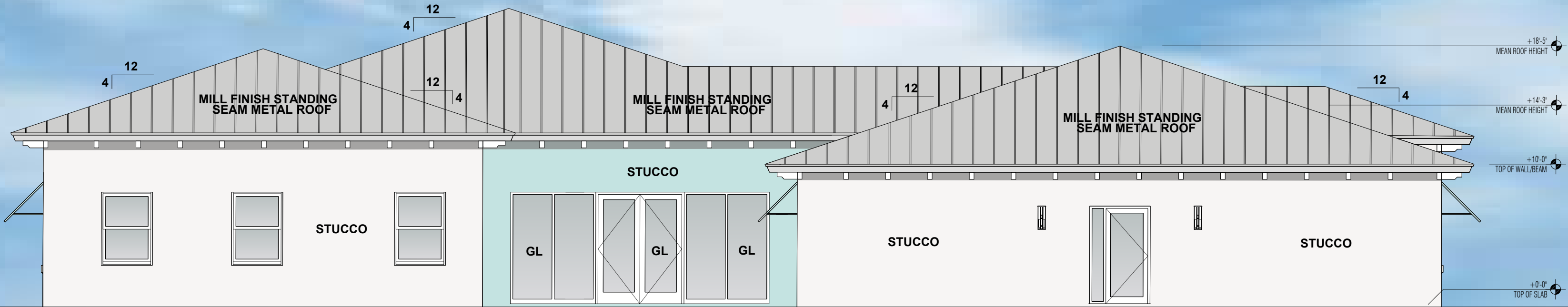
**3**  
**NORTH ELEVATION**  
 SCALE: ONE INCH EQUALS 8 FEET



**2 SOUTH ELEVATION**  
 SCALE: ONE INCH EQUALS 8 FEET

SIDING  
 LOOK  
 FROM  
 STUCCO

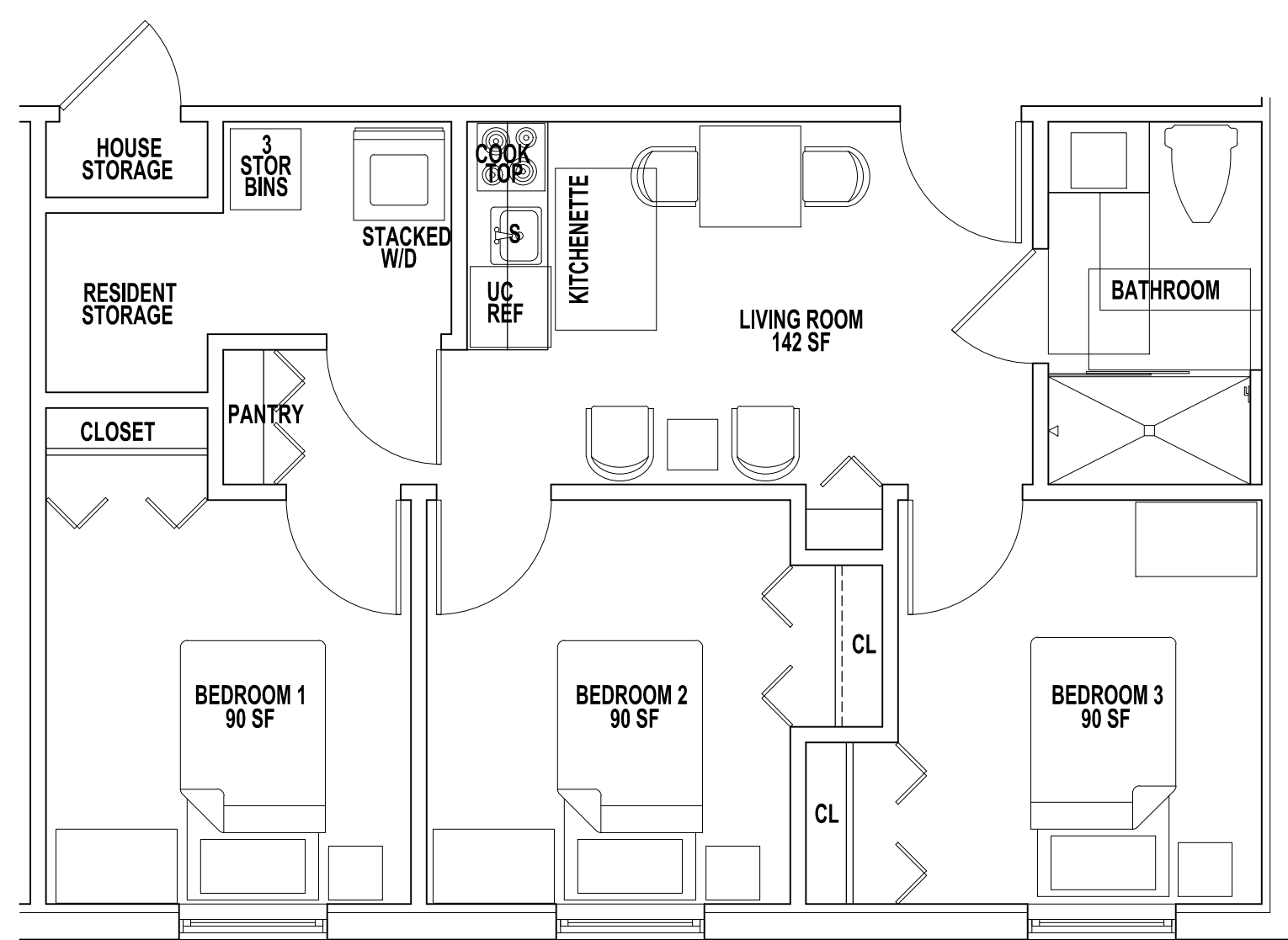




**4 WEST ELEVATION**  
 SCALE: ONE INCH EQUALS 8 FEET

CONSULTANT

NOTES



2 TYPICAL 3 BEDROOM UNIT FLOOR PLAN  
 SCALE: ONE INCH EQUALS 4 FEET  
 636 GSF



1 FLOOR PLAN  
 SCALE: ONE INCH EQUALS 8 FEET

7859 SF - GROSS BUILDING AREA  
 4452 SF - GROSS RESIDENT UNIT AREA  
 2138 SF - GROSS SHARED COMMON AREA  
 685 SF - GROSS ADMINISTRATIVE/STORAGE AREA  
 604 SF - CORRIDOR AREA  
 6590 SF - COMBINED LIVING AREA/7 UNITS = 941.4 SF PER UNIT

NO DESCRIPTION REVISIONS

PROJECT TITLE  
**THE LORDS PLACE**  
**BURCKLE PLACE 3**  
 SOUTH FEDERAL HIGHWAY AND 9TH AVENUE SOUTH  
 LAKE WORTH BEACH, FLORIDA

SHEET TITLE  
**FLOOR PLANS**  
**RENDERING**

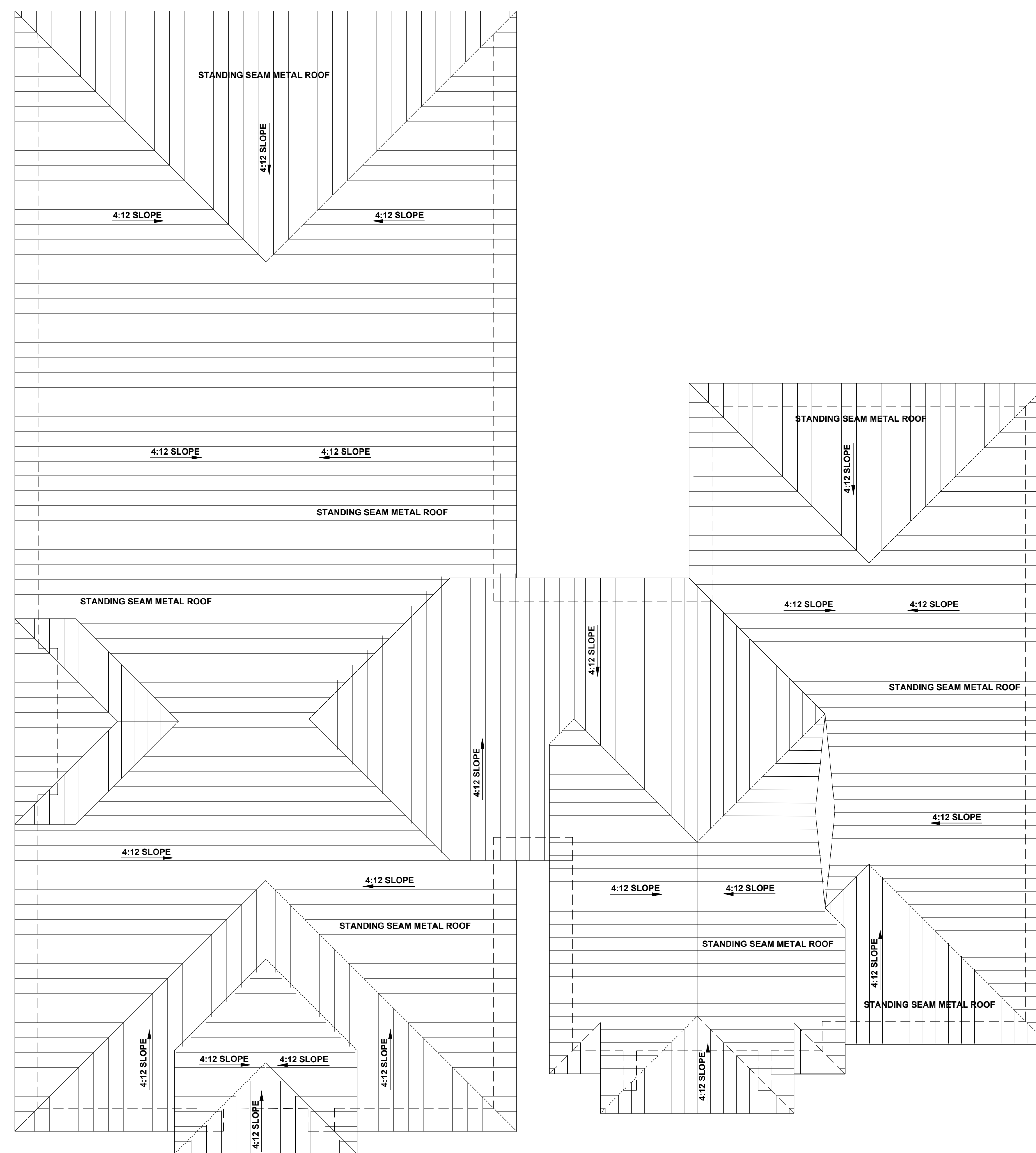
COPYRIGHT 2021 - INTER-PLAN, INC. - ALL RIGHTS RESERVED

PHASE  
 CITY SUBMITTAL  
 DRAWN BY  
 HANSEN  
 CHECKED BY  
 HANSEN  
 DATE  
 4 JUNE 2021  
 PROJECT NO  
 20376  
 DRAWING NO  
**A1**

STATE OF FLORIDA  
 RANDOLPH G. HANSEN  
 REGISTERED ARCHITECT  
 AR 6984

CONSULTANT

NOTES



1 ROOF PLAN  
SCALE: ONE INCH EQUALS 8 FEET

NO DESCRIPTION REVISIONS

PROJECT TITLE  
**THE LORDS PLACE**  
**BURCKLE PLACE 3**  
 SOUTH FEDERAL HIGHWAY AND 9TH AVENUE SOUTH  
 LAKE WORTH BEACH, FLORIDA

SHEET TITLE  
**ROOF PLAN**

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SEAL  
 STATE OF FLORIDA  
 RANDOLPH G. HANSEN  
 REGISTERED ARCHITECT  
 AR 6984

PHASE  
 CITY SUBMITTAL  
 DRAWN BY  
 HANSEN  
 CHECKED BY  
 HANSEN  
 DATE  
 4 JUNE 2021  
 PROJECT NO  
 20376  
**A2**  
 DRAWING NO

CONSULTANT

NOTES



1 EAST ELEVATION  
 SCALE: ONE INCH EQUALS 8 FEET

EAST ELEVATION TOTAL WALL AREA: 1224 SF  
 25% WINDOW REQUIREMENT: 306 SF  
 TOTAL WINDOWS/STOREFRONT PROVIDED: 307 SF

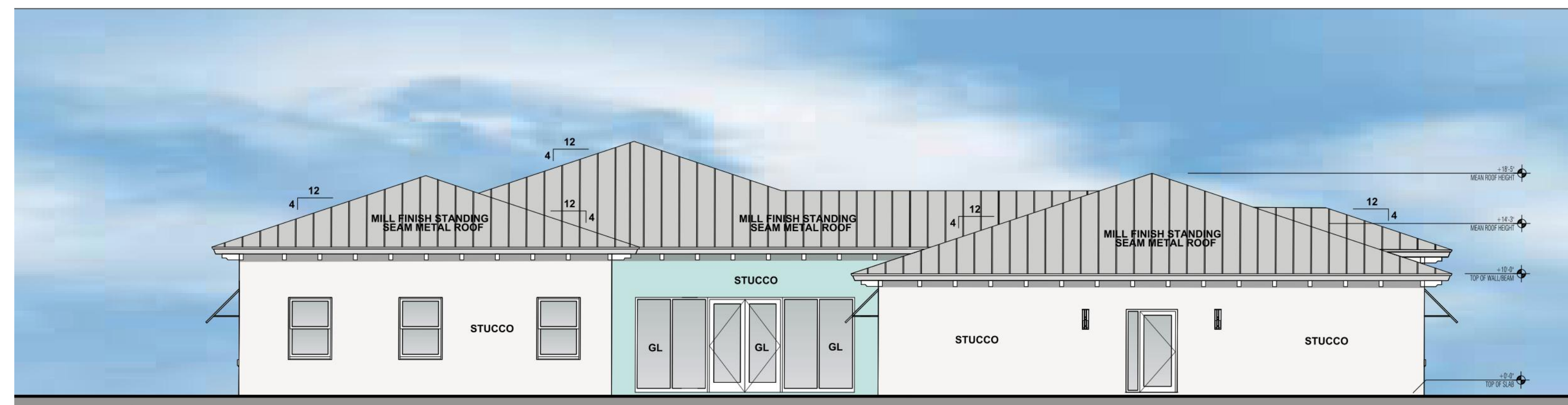
SW 6800 SOMETHING BLUE SIDING LOOK FROM STUCCO & BAHAMA SHUTTERS	SW 7000 BIS WHITE STUCCO	SW 7006 EXTRA WHITE BRACKETS	PAC-CLAD MILL FINISH ZINC METAL ROOF
---	--------------------------------	------------------------------------	---



2 SOUTH ELEVATION  
 SCALE: ONE INCH EQUALS 8 FEET



3 NORTH ELEVATION  
 SCALE: ONE INCH EQUALS 8 FEET



4 WEST ELEVATION  
 SCALE: ONE INCH EQUALS 8 FEET

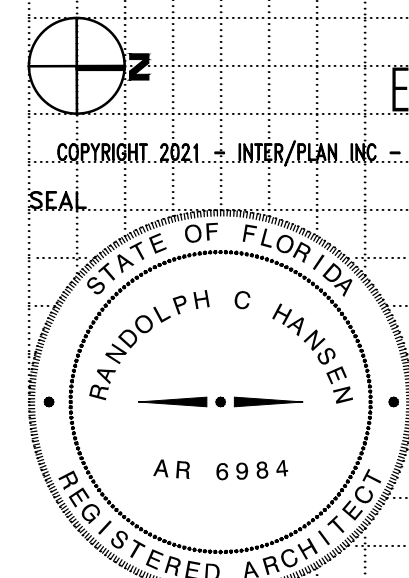
NO DESCRIPTION REVISIONS

PROJECT TITLE  
**THE LORDS PLACE**  
**BURCKLE PLACE 3**  
 SOUTH FEDERAL HIGHWAY AND 9TH AVENUE SOUTH  
 LAKE WORTH BEACH, FLORIDA

SHEET TITLE  
**BUILDING**  
**ELEVATIONS**

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PHASE  
 CITY SUBMITTAL  
 DRAWN BY  
 HANSEN  
 CHECKED BY  
 HANSEN  
 DATE  
 4 JUNE 2021  
 PROJECT NO  
 202106



A3  
 DRAWING NO



September 16, 2020

Robert F. Rennebaum, PE  
Simmons & White, Inc.  
2581 Metrocentre Blvd., Suite 3  
West Palm Beach, FL 33407

**Department of Engineering  
and Public Works**

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



**Palm Beach County  
Board of County  
Commissioners**

- Dave Kerner, Mayor
- Robert S. Weinroth, Vice Mayor
- Hal R. Valeche
- Gregg K. Weiss
- Mary Lou Berger
- Melissa McKinlay
- Mack Bernard

**County Administrator**

Verdenia C. Baker

**RE: Burckle Place 3  
Project #: 200902  
Traffic Performance Standards Review**

Dear Mr. Rennebaum:

The Palm Beach County Traffic Division has reviewed the **Burckle Place 3** Traffic Impact Statement, dated August 26, 2020, pursuant to the Traffic Performance Standards in Article 12 of the Palm Beach County Unified Land Development Code (ULDC). The project is summarized as follows:

- Municipality:** Lake Worth Beach
- Location:** NWC of 9<sup>th</sup> Ave S and Federal Hwy
- PCN:** 38-43-44-27-01-021-0160/-0140
- Access:** One ingress-only and one egress-only access driveway connections onto Federal Hwy  
(As used in the study and is NOT an approval by the County through this letter)
- Existing Uses:** Vacant
- Proposed Uses:** Low-rise Multi-Family Residential = 8 DU
- New Daily Trips:** 59
- New Peak Hour Trips:** 4 (1/3) AM; 4 (3/1) PM
- Build-out:** December 31, 2024

Based on our review, the Traffic Division has determined the proposed development is located within the Coastal Residential Exception Area and therefore, exempt from the Traffic Performance Standards of Palm Beach County.

Please note an FDOT conceptual driveway pre-approval letter must be provided for the access connections onto N Federal Hwy for the proposed land use.

Please note the receipt of a Traffic Performance Standards (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.

*"An Equal Opportunity  
Affirmative Action Employer"*



Robert F. Rennebaum, PE  
September 16, 2020  
Page 2

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

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

Sincerely,

A handwritten signature in blue ink that reads "Quazi Bari".

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

QB:HA:rb

ec: Addressee

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

File: General - TPS - Mun - Traffic Study Review  
F:\TRAFFIC\HA\MUNICIPALITIES\APPROVALS\2020\200902 - BURCKLE PLACE 3.DOCXN

**SIMMONS & WHITE**  
2581 Metrocentre Blvd West, Suite 3, West Palm Beach, Florida 33407  
O 561.478.7848 | F 561.478.3738 www.simmonsandwhite.com  
Certificate of Authorization Number 3452



# TRAFFIC GENERATION STATEMENT

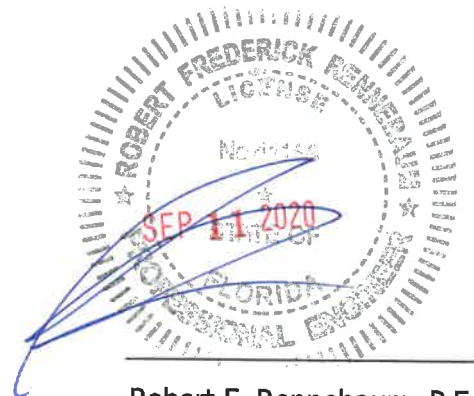
**BURCKLE PLACE 3  
CITY OF LAKE WORTH BEACH, FLORIDA**

**Prepared for:**

The Lord's Place, Inc.  
2808 North Australian Avenue  
West Palm Beach, Florida 33407

Job No. 20-077

Date: August 26, 2020



Robert F. Rennebaum, P.E.  
FL Reg. No. 41168

## 1.0 SITE DATA

The subject parcel is located on the west side of South Federal Highway, just south of 8<sup>th</sup> Avenue South in the City of Lake Worth Beach, Florida and contains approximately 0.53 acres. The Property Control Numbers (PCNs) for the subject parcel are 38-43-44-27-01-021-0140 and 38-43-44-27-01-021-0160. Proposed site development on the currently unimproved parcel consists of 8 multi-family apartment units with a project build-out of 2024. Site access is proposed via a northerly ingress driveway connection and a southerly egress driveway connection to South Federal Highway. For additional information concerning site location and layout, please refer to the approved Site Plan prepared by Cotleur & Hearing.

The proposed 8 multi-family apartment units would qualify for the Coastal Residential Exception as outlined in the Palm Beach County Unified Land Development Code Article 12 – Traffic Performance Standards (TPS).

## 2.0 TRAFFIC GENERATION

The traffic to be generated by the proposed plan of development has been calculated in accordance with the traffic generation rates listed in the *ITE Trip Generation Manual, 10th Edition*. 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 net traffic to be generated by the proposed development may be summarized as follows:

### Proposed Development

Daily Traffic Generation	=	59 tpd
AM Peak Hour Traffic Generation (In/Out)	=	4 pht (1 In/3 Out)
PM Peak Hour Traffic Generation (In/Out)	=	4 pht (3 In/1 Out)

## 3.0 CONCLUSION

The attached tables document the daily, AM, and PM peak hour traffic generation associated with the proposed 8 multi-family apartment units. The proposed development has been estimated to generate 59 new trips per day, 4 new AM peak hour trips, and 4 new PM peak hour trips at project build-out in 2024. The proposed 8 multi-family apartment units would qualify for the Coastal Residential Exception as outlined in the Palm Beach County Unified Land Development Code. Additionally, per the Palm Beach County Traffic Performance Standards, projects with a peak hour increase of 20 net trips or less are not required to submit a full traffic impact statement. This project is therefore approvable with regard to the Palm Beach County Traffic Performance Standards.



**BURCKLE PLACE III**

06/11/20

**PROPOSED DEVELOPMENT**

**TABLE 1 - Daily Traffic Generation**

Landuse	ITE Code	Intensity	Rate/Equation	Dir Split		Gross Trips			Internalization			External Trips			Pass-by			Net Trips														
				In	Out	In	Out	Total	In	Out	Total	In	Out	Total	In	Out	Total	In	Out	Total												
Multifamily Low-Rise Housing up to 2 story (Apartment/Condo/TH)	220	8	7.32					59			0			59			0%			0			59			0%			0			59
<b>Grand Totals:</b>								59			0			59			0.0%			0			59			0%			0			59

**TABLE 2 - AM Peak Hour Traffic Generation**

Landuse	ITE Code	Intensity	Rate/Equation	Dir Split		Gross Trips			Internalization			External Trips			Pass-by			Net Trips																
				In	Out	In	Out	Total	In	Out	Total	In	Out	Total	In	Out	Total	In	Out	Total														
Multifamily Low-Rise Housing up to 2 story (Apartment/Condo/TH)	220	8	0.46	0.23	0.77	1	3	4	0	0	0	0	0	1	3	4	0%			0			1	3	4	0%			0			1	3	4
<b>Grand Totals:</b>						1	3	4	0	0	0	0	0	1	3	4	0.0%			0			1	3	4	0%			0			1	3	4

**TABLE 3 - PM Peak Hour Traffic Generation**

Landuse	ITE Code	Intensity	Rate/Equation	Dir Split		Gross Trips			Internalization			External Trips			Pass-by			Net Trips																
				In	Out	In	Out	Total	In	Out	Total	In	Out	Total	In	Out	Total	In	Out	Total														
Multifamily Low-Rise Housing up to 2 story (Apartment/Condo/TH)	220	8	0.56	0.63	0.37	3	1	4	0	0	0	0	0	3	1	4	0.0%			0			3	1	4	0%			0			3	1	4
<b>Grand Totals:</b>						3	1	4	0	0	0	0	0	3	1	4	0.0%			0			3	1	4	0%			0			3	1	4



# Universal Development Application



This application is required for ALL applications submitted to the Planning, Zoning and Historic Preservation Division. If you have questions regarding this application, please make an appointment with planning staff.

## 1. Application Type (select all that apply)

- a. Site Plan:  Minor  Major  Planned Development  Sustainable Bonus
- b. Use:  Administrative  Conditional
- c. Proximity Waiver:  Alcoholic Beverage  Community Residence  Gaming Establishment  
 Adult Use
- d. Approvals:  Variance  Mural  Cert. of Appropriateness  Adjustment
- e. Amendments:  Rezoning / Map  Text
- f. Other:  Subdivision/Plat  Annexation  Zoning Letter  
 ABT Signoff  ROW Abandonment

## 2. Project Information

- a. Project Name: Burckle Place 3
- b. Project Location / Address: 825 & 827 South Federal Highway
- c. Legal Description: Lots 14/15/16, Block 21, Palm Beach Farms Company Plat 4, Add 1, Plat Bk5/6
- d. Property Control Number (PCN): 38-43-44-27-01-021-0140 & -0160
- e. Zoning: Existing: MU-FH Proposed: \_\_\_\_\_
- f. Future Land Use: Existing: MU-E Proposed: \_\_\_\_\_
- g. Proposed Use:  Residential; Units \_\_\_\_\_  Commercial; \_\_\_\_\_ S.F.  Industrial; \_\_\_\_\_ S.F.
- h. Total Estimated Project Cost: \_\_\_\_\_
- i. Description of Work: Construction of a multi-family development

## 3. Contact Information

- a. Project Manager / Contact Person: Scott Witzel  
Company: The Lord's Place  
Address: 2808 North Australian Ave City: West Palm Beach St: FL Zip: 33407  
Phone Number: 561-670-3338 E-Mail Address: switzel@thelordsplace.org
- b. Applicant Name (if different from Project Manager): \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ St: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_
- c. Owner Name: The Lord's Place, Inc.  
Company: The Lord's Place, Inc.  
Address: 2808 North Australian Ave City: West Palm Beach St: FL Zip: 33407  
Phone Number: 561-670-3338 E-Mail Address: switzel@thelordsplace.org

4. Owner's Consent

THE LORD'S PLACE, INC. ("Owner") certifies that it is the owner of the property located at 825 + 827 S. FEDERAL HIGHWAY ("Subject Property") and expressly consents to the use of the Subject Property as described in this application and to all conditions that may be agreed to as a part of the approval of this application, which may be imposed by the decision-making board. Owner hereby authorizes, Cotleur & Hearing as agent, to file this application and represent Owner at any and all meetings and hearings required for the approval of this application.

Owner's Signature: \* [Signature] Date: 8/4/2020

Name/Title of Signatory: DIANA STANLEY, C.E.O.

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of AUGUST, 2020, by DIANA STANLEY who is personally known to me or who produced a \_\_\_\_\_ as identification. He/she did not take an oath.



\* [Signature]  
(Signature of Notary Public)  
ELIZABETH B. VOGELE  
(Name of Notary)

5. Affidavit of Completeness and Accuracy

Instructions: To be completed by the individual submitting the application (owner or authorized agent)

Project Name: BURCKIE PLACE 3 Submittal Date: \_\_\_\_\_

STATEMENT OF COMPLETENESS AND ACCURACY:

I hereby certify all property owners have full knowledge the property they own is the subject of this application. I hereby certify that all owners and petitioners have been provided a complete copy of all material, attachments and documents submitted to the City of Lake Worth relating to this application. I further certify the statements or information made in any paper or plans submitted herewith are true and correct to the best of my knowledge. I understand this application, related application material and all attachments become official records of the Planning, Zoning and Historic Preservation Division of Lake Worth, Florida, and will not be returned. I understand that any knowingly false, inaccurate or incomplete information provided by me will result in the denial, revocation or administrative withdrawal of this application, request, approval or permit. I further acknowledge that additional information may be required by Palm Beach County to process this application. I further acknowledge that any plans that I have prepared or had prepared comply with the Fair Housing Standards. I further consent to the City of Lake Worth to publish, copy or reproduce any copyrighted documents submitted as a part of this application for any third party. I further agree to all terms and conditions, which may be imposed as part of the approval of this application.

DIANA STANLEY  
(Name - type, stamp, or print clearly)

\* [Signature]  
(Signature)

THE LORD'S PLACE, INC.  
(Name of Firm)

2808 N. AUSTRALIAN AVE.  
(Address, City, State, Zip)  
WEST PALM BEACH, FL 33407

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of AUGUST, 2020, by DIANA STANLEY who is personally known to me or who produced a \_\_\_\_\_ as identification. He/she did not take an oath.



\* [Signature]  
(Signature of Notary Public)  
ELIZABETH B. VOGELE  
(Name of Notary)

This instrument is prepared by and  
is to be returned to:

Rabideau 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.

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: Quina 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 [Signature] as identification.

[Notary Seal]

[Signature]  
Notary Public, State of Florida

Printed Name: Deborah J. Bates

My Commission Expires: May 22, 2022



## Attachment E: Site Photos

South view of subject site from ROW



South view of subject site



East view of 9<sup>th</sup> Avenue South (portion of subject site)



West view of subject site toward Federal Highway





**MINUTES  
CITY OF LAKE WORTH BEACH  
PLANNING & ZONING BOARD REGULAR MEETING  
CITY HALL COMMISSION CHAMBER  
WEDNESDAY, MARCH 03, 2021 -- 6:00 PM**

**ROLL CALL and RECORDING OF ABSENCES:** Present were: Greg Rice, Chairman (Virtual); Anthony Marotta, Vice Chair; Mark Humm, Daniel Tanner, Laura Starr, Robert Lepa, Juan Contin. Also present were: Alexis Rosenberg, Senior Community Planner; Andrew Miller, Senior Community Planner; Erin Sita, Assistant Director for Community Sustainability; Susan Garrett, Board Attorney; Sherie Coale, Board Secretary.

**PLEDGE OF ALLEGIANCE** Led by R. Lepa

**ADDITIONS / DELETIONS / REORDERING AND APPROVAL OF THE AGENDA** No re-ordering of agenda.

**APPROVAL OF MINUTES:**

A. January 6, 2021 Regular Meeting Minutes

January 27, 2021 Meeting Minutes

February 3, 2021 Regular Meeting Minutes

**Motion:** A. Marotta moved to approve the Minutes as presented; R. Lepa 2<sup>nd</sup>.

**Vote:** Ayes all, unanimous.

**CASES:**

**SWEARING IN OF STAFF AND APPLICANTS** Board Secretary administered oath to those wishing to give testimony.

**PROOF OF PUBLICATION** Provided in the meeting packet.

1) Lake Worth Herald Publications

**WITHDRAWALS / POSTPONEMENTS** None

**CONSENT** None

**PUBLIC HEARINGS:**

**BOARD DISCLOSURE:** None

**UNFINISHED BUSINESS:** None

**NEW BUSINESS:**

**A. PZB Project Number 20-01400036:** A request by Cotleur & Hearing, a land development firm, on behalf of The Lord's Place, Inc. for consideration of a Residential Urban Planned



Development, Major Site Plan, Conditional Use Permit, and Right of Way Abandonment to allow the construction of an eight-unit multi-family residence at 825 South Federal Highway, 827 South Federal Highway, and a portion of 9<sup>th</sup> Avenue South, within the Mixed Use – Federal Highway (MU-FH) zoning district. The subject properties PCNs are 38-43-44-27-01-021-0140 and 38-43-44-27-01-021-0160.

**Staff:** A. Rosenberg presents case findings and analysis, the proposed project will be a one-story building composed of eight (8) multi-family units (three (3) bedroom one bath each) along with a counseling room, common area kitchen and dining room. Thirteen (13) parking spaces will be provided. Burckle Place III is intended to assist a total of 24 women, half over the age of 55 will be prioritized with the remaining half for those under 55 years of age. The applicant states this is not a transient facility but rather a shelter for transition from homelessness to an independent self-sufficient lifestyle by providing support services. Staff is recommending the Board recommend approval to the City Commission. Several conditions of note are to increase the dumpster enclosure size and provide a secure bike rack for eight (8) bicycles. The project is generally consistent with the City's Comprehensive Plan and Strategic Plan. Mixed Use Federal Highway (MU-FH) zoning is intended for low-density multi-family residential development. Landscape buffering and screening is provided along with security perimeter fencing and two gates onsite. There will be overnight security personnel. The massing of the building presents some concerns for staff. It does not apply best practices according to the Major Thoroughfare Design Guidelines. Generally, the immediate area has two two-story structures. The applicant justifies this by indicating the proposed is on the edge of the zoning district, it provides a good transition. The applicant also applied for three (3) waivers pertaining to the parking, minimum living space and dumpster enclosure size.

**Applicant Presentation:** David Milledge and Diana Stanley give a broad overview of successes at various locations citing percentages of previous residents who remained housed and self-sufficient. They do remain on the tax roll and are serious about being good neighbors. Regarding the requested waivers: mention is made of the possibility of the transit van and bike rack swap; state the reduction in unit size encourages activity in the common area and Public Services agreed to the smaller dumpster size.

**Affected Party:** Portia Culley- As her property of 14 years has not appreciated at all, she has concerns about the impacts of the project. As a single female, believes their mission is good and that a good neighbor abides by the rules which includes placing parking in the rear and revising the façade to appear as a two-story structure. Believes the R-O-W abandonment is the most egregious by setting precedent allowing for other vacant lots to take R-O-W's. Presents a slideshow with examples of dumpsters in various conditions, believes other Lord's Place sites are not maintained. Recently no parking signs have popped up on the R-O-W. Questions the idea that 9<sup>th</sup> Ave North and the R-O-W is not utilized as is evidenced by parking in the location.

**Other Affected Parties:** Adam Peters-Not in Attendance-902 S. Federal Hwy #4-A written statement expressing concern the project should adhere to the Design Guidelines with regard to height being reflective of surrounding homes; parking to be located in the rear or side of the structure; building on 9<sup>th</sup> Ave South will clog parking for residents and hotel guests. It allows emergency and utility access and if utilized for parking will pose safety and security concerns. Requests that the parking waiver not be granted, nor the minimum living space waiver or dumpster waiver. Supports the Lords Place concept but believes the construction would be against the residents who purchased homes in the area, code is in place to help the community move forward, not fall behind.

Jonas King-Holzsager – 814 S Federal Hwy. The parking is an issue, could build a two-story building.

Jerald Swain – 902 S Federal Hwy #8-parking is a concern and will cause an undue hardship.

**Public Comment:** Jennifer Rodriguez for Sun Gate Motel. Regarding the abandonment, has concerns about the use of the unpaved 9<sup>th</sup> Ave South and there will be one less exit from the alleyway. The alleyway south of the site has a lot of debris. When it rains there is flooding on the unimproved portion of the R-O-W. Understands the proposal and would like the neighbors thoughts taken into consideration prior to a decision.

**Board Secretary:** Read comments received from the following property owners within the 400-foot courtesy notice radius:

Bernard Guthrie 823 S Palmway-Preliminary presentations did not provide a site layout but did dispel the argument of it becoming a homeless shelter/soup kitchen. Some of the big flaws that are contrary to city guidelines and parking requirements. The area is congested with the 9<sup>th</sup> Avenue Right-of-Way being used as overflow parking for the townhouse community and motel to the south. The abandonment of the street will cause parking problems where none currently exist. Due to the number of potential residents and staff, the parking requirement is conservative and does not account for friends and family visitors. Any overflow will now end up in the surrounding neighborhoods. A solution would be to reduce the number of units or go 2-story which would blend better and allow for more parking. The dumpster location should be changed so the 2<sup>nd</sup> floor apartments to the north do not have to overlook the enclosure. Development guidelines have been painstakingly crafted to protect all and should be evenly applied without exception.

Charles Phillips – 526 S Palmway- Although a noble endeavor, the location is not suitable as illustrated by the number of waivers requested. Approval will result in additional parking load on the neighborhood as well as a decline in quality of life for the residents. Disagrees with the prohibition of parking in the 9<sup>th</sup> Ave Right-of-Way parking and the construction of a new project with a parking deficit and encroachment on the neighbors.

Robert Collins – 802 S Federal Hwy – Parking issues are of concern with different unknown cars parking in front his home exiting the car and walking north and south to and from S. Federal Hwy and South Palmway.

Deborah Tobias-902 South Palmway- Opposes the waivers and abandonment and cites the lack of nearby transportation stops as a problem for future residents.

Brendon Lynch – 920 S Lakeside Dr – Opposes the parking variance and abandonment of the 9<sup>th</sup> Ave R-O-W. A project of this nature should be well inside all City code and Ordinances. Believes in property rights but states the project will not be paying property tax. Variances should be reserved to incentivize the types of projects the City would like. Consideration should be given to what a future owner may do. It is not possible to say the project will bring problems of crime, prostitution and theft.

The following comments are from Lake Worth Beach residents not within the 400-foot courtesy noticing radius:

Michael Allison – 1232 S Palmway – Having previously lived at 602 S Federal Hwy has noticed an improvement in street conditions on S. Federal Hwy from 6<sup>th</sup> Ave. S to 18<sup>th</sup> Ave. South. Credits staff, commission and PBSO however notes there has been no new construction since 2005. Recognizes the importance of the mission of the Lords Place, does

not believe this is the right location. Disagrees with the waiver requests. Would like to see another quality residential development in the area.

Geoffrey Mintz – 1311 S Palmway-Opposes the granting of waivers. Has witnessed what happens to neighborhoods when psychologically challenged individuals with no ties to the neighborhood wander the streets. Mentions drug use at South Palm Park and residents becoming upset when unknown people park in front of their homes.

Joseph Patton- 1420 S Palmway – States it is unfair to the residents in the area to build a homeless shelter as there are already addicts, homeless, transient housing and by the week motels. Its not fair to encourage sober homes, homeless shelters and treatment facilities.

Ken Efinger-102 16<sup>th</sup> Ave South -Does not want more transient housing. Already seeing increased prostitution since a lull in the early days of COVID-19. Advises against the waivers, questions the code on how many unrelated persons can live together with shared common areas.

Roberta Millman-Ide – 6 Lakeside Palms Ct-Disagrees with the parking waiver request and that there is no nearby public transportation. Questions where the vehicles parked on the unpaved Right of Way will park at night. Disagrees with the dumpster location.

Cory Metzler – 219 North L Street- Points to Coconut Walk townhomes and that many of the garages are used for everything but housing a vehicle. His 90-year old mother cannot find a parking space.

Maura Hennessey-1031 North M Street-Disagrees with the parking waiver request and disregarding code has consequences.

The following public comment is from Josh Andreacci, tenant at 811 S Federal Hwy.- Disagrees with the parking waivers and the abandonment of 9<sup>th</sup> Ave and the Right-of-Way. Believes the developer should provide for adequate parking instead of utilizing the abandonment for extra square footage, improve the roadway and move the parking to the rear of the property.

Tommy Grinis – no address given-no property ownership found – City doesn't need another halfway house.

Larry Boytano – no address given-no property ownership found - Objects to the parking in the front, living space size and proper size dumpsters for the parcel. Rather than paving the unimproved street and providing sidewalks, the Lord's Place is proposing taking over that portion of the street for their own use. In being a good neighbor, they should realize many residents use that area for parking.

**Applicant:** David Milledge: To staff- Many of the comments were regarding the Design Guidelines. Should it not be the code to which they adhere rather than the Guidelines which 'encourages' the parking to the side or rear? The only code requirement is screening. **Staff:** Major Thoroughfare Design Guidelines are a part of the code but are guidelines to be adhered to as feasible. Massing was less than staff had requested but this was the applicant's preferred layout based upon operational needs. Donaldson Hearing has no questions of staff or affected parties at this time.

**Affected party Portia Culley** states Diana Stanley spoke in a community outreach meeting that they did not have the money to build a two-story building. It does not become the responsibility of the neighborhood to accommodate them via waivers. Don't say you are a good neighbor if you aren't acting in that fashion.

**Affected party Candi and Jonas King Holzsager** – The burden should be on the developer to meet the requirements. There are guidelines in place and if they are not being met, the project shouldn't be approved.

**Applicant in Conclusion:** David Milledge - Urban planned development does allow for the relaxation of code requirements through the waiver process. The height and massing are a nice transition as the height is 19 feet, only one foot different from neighboring properties, the dumpster is within an enclosure and will remain closed with exception of pickup, it is consistent with code as relates to location. The garbage seen in the photos is not produced by this vacant lot. Electric utilities are accessed through the alley to the rear of the property. They are not looking to increase parking deficiencies nor are they responsible for the deficiencies of other developments. Would be agreeable to some of the parking alternatives such as a transient vehicle spot and bike racks. Drainage will be improved; clarifies that there will be one adult person per bedroom; each unit with 3 bedrooms.

Diana Stanley emphasizes it is not an emergency shelter, it is a housing program for women. Recognizes the issues with sober homes but states they run a tight, clean program. 'Neighborly' can be defined in many ways, visit any Lord's Place facility and one would be happy to live nearby.

Donaldson Hearing states parking area is fully concealed and they engage the street. the waivers can be eliminated by utilizing the bike racks and the transit bus. Believes property values will increase with the improvement of the site.

#### **Board Deliberation:**

R. Lepa – Has been to Joshua's Place and appreciates the great work of the Lord's Place. Has questions and concerns about the parking. How many staff members will be onsite?

**Response:** Diana Stanley states many of the programs offered will not take place at this location. There will be about 2.5 employees. Each unit has 3 bedrooms and each bedroom has one woman. Also, of concern is no transportation. **Response:** Diana Stanley states the residents can walk to the Dixie Hwy bus stop, also the van will help with transportation. Since 1982 the Lords Place has operated 19 locations. How many have been owned and sold?

**Response:** None.

David Milledge: Currently the site plan shows 13 actual parking spaces, required is 16 which leaves a deficiency of 3 with bike and transit van making up for the deficiency.

R. Lepa-in asking about the density, the massing and parking. Why can the parcel not have a 2- story structure, which would allow for more parking? If in the future the parcel were to be sold and repurposed, the density could easily double.

Diana Stanley- As half of the population would be 50 years and older, an elevator would be required for a two-story facility. Easy accessibility to what they need. The parking in the front was also intended to be a buffer helping the residents to feel safe. This meeting will allow the Lord's Place to go back and absorb the needs of the community, none of this was done non-chalantly, we can have conversations how to meet in the middle.

R. Lepa - Are the future residents from PBC in general or Lake Worth Beach? **Response:** From Palm Beach County. If they were to vacate the premises as the structure was built with a specific purpose in mind, would they be willing to demolish the buildings?

J. Contin – Lives across the street, and is trying to remain neutral. Likes what the Lord's Place does. However there hasn't been one positive remark from the community which indicates there are issues. This is an opportunity to do something really nice. Because of the

cost, this is the reason it is laid out the way it is. The burden is being borne by the neighborhood. The massing is more than staff was looking for; taxes, he is glad they are paying taxes, but that could change in the future. The City spent a lot of money to craft the Major Thoroughfare Design Guidelines. The applicant retains talented architects and cannot understand why they cannot get to be where they should be with regard to design.

M. Humm – The Lord’s Place does good work but is not working with the neighborhood, cannot understand how it progressed this far.

D. Tanner – What is the density permitted by right on that size parcel? **Response:** A. Rosenberg – permitted by right 20 D.U. (dwelling units) per acre, they applied for 8. As a Residential Urban Planned Development, they could have up to 13 units. They are under the density and under the maximum allowed number of residents per unit.

D. Tanner: Why doesn’t it fit within the allowable footprint? **Response:** D. Milledge - the Urban Planned Development requires ½ acre; the right-of-way abandonment was required to gain the Urban Planned Development to seek the waivers. This size building and parking were only possible with the waivers, obtaining the R-O-W rather than the cost of going vertical.

D. Tanner: How much square footage is being gained with the abandonment? Discussion ensues regarding how much buildable space is acquired through the abandonment versus whether it could fit within the confines of the existing parcel.

E. Sita: The City is not planning on improving the R-O-W and there is a plan to abandon that part in its entirety. Although vehicles are being parked there, it is an unpaved surface and not an approved parking lot; vehicles have been towed from there. Continuing to do so is at their own risk.

D. Tanner: What would the applicant be willing to do to help mitigate their impact on the neighborhood?

D. Stanley: What is the middle of the road to have the Board look favorably at the project?

J. Contin: Pineapple Village has been asked to develop the street, provide sidewalks and improve the R-O-W. The subject R-O-W should be developed by the developer, look to the other side (east) of Federal Highway as an example. There are about 10 parking spaces.

D. Milledge: Not much can be done about parking and the R-O-W is necessary to facilitate the parking and the building. Regarding not using the abandonment, it would exacerbate the parking issue.

D. Tanner: The Board may be more inclined to consider a variance for the parking, allowing for more offsite parking. By developing the R-O-W and maintaining the building within the confines of the parcel, it would be a neighborly compromise.

W. Waters: Any on street parking, adjacent to the property line, in an improved R-O-W could be counted toward required parking. This could amount to up to 5 spaces possibly more.

L. Starr: Will there be staff on premises? **Response:** Yes. Regarding security, would that not require an additional parking space? **Response:** Potentially. Diana Stanley states there will be leadership there for evening/nighttime protection, it depends on the definition of “security”. How many other Burckle Places are there in the City? **Response:** 2; with a total of 23 total residents. Have you ever had properties where living space was added after construction? **Response:** No, this is not about cramming people in, its about improving their life. For this site there could be 13 units, what would prevent the applicant from doing that? **Response:**

David Milledge- site constraints would require coming before the Board again. For Staff: who would receive the balance of the R-O-W? **Response:** The balance would be conveyed to Sungate Motel. Is there a fence around the property? **Response:** Yes, aluminum slatted fence. Would it go along the abandonment area? **Response:** Yes, on the property line. David Milledge: Once the Right-of-Way is abandoned, it is owned outright and it can be built on. L. Starr: When was the parcel purchased? **Response:** August 2019. Was it contemplated at that time that you would be able to acquire the R-O-W? **Response:** No, once it was purchased and design was underway it was realized. Was it represented (to the Lord's Place) that you could get the property? **Response:** No, there was no falsehood from staff or representation from anyone, that never happened. We thought that if we could get that we could really create what we want. So, it was known at the time that you might need to get that (abandonment)? **Response:** That's a bit presumptuous. As the design took shape it became obvious that it would be advantageous to have the property, the R-O-W.

J. Contin: As taxes have only been paid for one year, do you have the opportunity to not pay taxes in the future years after acquisition? **Response:** D. Stanley: Knowing the Lord's Place Board, they do not operate in that fashion, they are an honorable organization. Have paid taxes on Burckle Place I and unsure about Burckle Place West. It will be put in the pro-forma. It doesn't have to be done but they choose to pay the taxes.

W. Waters: 704 S Dixie paid a total of \$13K in taxes for 2020. 711 North J Street, 2012- non-profit exemption when purchased. It was already built and a community residence. The new project has remained on the tax roll and that stipulation was a part of the approval.

A. Marotta: The following items were discussed: Security, taxes, parking, the R-O-W abandonment, which is only brought about by the requesting of waivers. Public works was initially against the smaller enclosure but have since agreed. What is the benefit to the City to give away the property? What does an applicant have to part with to get that?

W. Waters: Public property cannot be sold, per Florida Statute it is given away equally to adjacent properties. It adds to the tax base (as it now becomes taxable property).

L. Starr: When was it designated abandoned?

W. Waters: The process is a Notice for Abandonment will proceed to the City Commission for consideration in tandem with the two readings for the Urban Planned Development.

L. Starr: Where is it stated the city cannot be paid for the abandonment?

W. Waters: It is by Florida Statute. The City has previously completed 11 or 12 right-of-way abandonments.

**Board Attorney:** Susan Garrett will provide additional information regarding that Florida Statute.

W. Waters: It is not 'property' until given away. A Right-of-Way is in the public realm and has no value until given away. If it were property with an associated property control number that would be different.

A. Marotta: Are there other examples of R-O-W abandonments that were necessary to make a project feasible?

W. Waters: Starbucks, TD Bank, Dunkin Donuts and the alley abandonment that allowed for the Lucerne.

G. Rice: An added benefit to the City and taxpayers is that the maintenance does not have to be performed by the City.

G. Rice: Everything is under-parked in South Florida, South Floridians have a love affair with the auto. The homeless issue is not just Lake Worth Beach, and it is not Lake Worth Beach's responsibility to provide housing for everyone (including those in greater PBC). The Lord's Place is an impressive organization and they do change people's lives. They own five (5) properties in Lake Worth Beach. Doesn't care for the looks, it's a throwback to the 50's and 60's on US One from Key West to Maine. Although an elevator costs, the Lord's Place does have the wherewithal to raise the funds and provide one, he understands the value of an elevator.

A. Marotta: The Lord's Place is a very reputable organization; also sits on a Board for a homeless charity. Comments from the public centered on design issues. The project has the most requested waivers since he has been on the Board and feels it should go back to the drawing board to address those concerns expressed during this meeting.

L. Starr: Go back to the drawing board. If it were to come back before the Board, it would good to know the outcome of the abandonment request, if it was approved or not.

W. Waters: The process for an abandonment is as follows: Notice of Abandonment (1<sup>st</sup> reading) and 2<sup>nd</sup> reading for the Abandonment (2 readings). Those will be scheduled at the same time as the development hearing. It would be known at the time of first reading if it would be successful or fail.

D. Tanner: No additional comment.

J. Contin: The approval would set a bad precedent with so many waivers. We have Major Thoroughfare Design Guidelines; Delray Beach finally got it correct as they too have many major thoroughfares.

M. Humm: No additional comment.

R. Lepa: Appreciates what the Lord's Place does and supports the mission but it has presented too many waivers. He is 60+ and climbs stairs, the other half are younger so the cost of an elevator does not play into his consideration. That could be worked out. Parking in the front or rear is also a non-issue but the abandonment doesn't seem right and he cannot support it. Despite the comments regarding drugs and prostitution, he knows they are not the types of tenants the Lord's Place would have.

**Motion:** J. Contin moves to recommend denial of PZB 20-01400036 and associated applications for the following reasons: The project does not meet the criteria for the following reasons:

for taking of the R-O-W (right of way), parking requirements, reduction in living space area and dumpster; R. Lepa 2<sup>nd</sup>.

Amendment suggested by A. Marotta, that the project is not compatible with the Major Thoroughfare Design Guidelines. J. Contin accepts the suggested amendment within his motion and R. Lepa 2<sup>nd</sup> amendment.

**Vote:** J. Contin-Y; D. Tanner-Y; R. Lepa-Y; L. Starr-Y; M. Humm-Y; A. Marotta-Y; G. Rice-Y.

**Motion:** 7/0; motion to recommend denial passes unanimously.

**B. PZB Project Number 20-01400047:** A request by WGI, an engineering and land development firm, on behalf of Prospect Real Estate Group, LLC for consideration of a Residential Planned Development, Development of Significant Impact, Major Site Plan, Conditional Use Permit, and Sustainable Bonus Incentive Program to allow the construction of 230-unit multi-family development at the northwest corner of 10<sup>th</sup> Avenue North and

Boutwell Road, within the Mixed Use – West (MU-W) zoning district. The subject properties PCNs are 38-43-44-20-01-026-0010; 38-43-44-20-01-004-0030; 38-43-44-20-01-004-0060; 38-43-44-20-01-004-0080; 38-43-44-20-01-004-0120; 38-43-44-20-01-004-0130; and 38-43-44-20-01-004-0010.

**Staff:** A. Rosenberg presents case findings and analysis. There was a previously approved site plan that expired. The seven parcels totaling 6.39 acres will be home to six (6) residential buildings and a clubhouse/mailroom. Proposed are 230 units. Of the 379 parking spaces 280 will be standard size, 82 compact size and 13 in the form of bicycle racks. Electric vehicle charging stations will service 15 spaces. Based upon analysis the proposed development meets the City Comprehensive Plan and Strategic Plan. Staff recommends approval with Conditions as attached to the staff report.

**Agent for the applicant:** Lindsay Libes of WGI-The density is now more than was previously approved but continues to be less than is allowed to be on the site. The site plan shows it is more intense toward the center of the property with a tot lot, dog park and pool clubhouse. There will be one entrance and exit, which does not include the emergency access. There is a 10-foot buffer along 10<sup>th</sup> Ave N and a five (5) foot buffer elsewhere. A six (6) foot high post and panel wall will be along the northerly perimeter extending south to Keast Lane. The previous project was to be phased as is not the case this time.

**Board:** J. Contin inquires if there are any variances. **Response:** No, everything proposed is by right under RPD (Residential Planned Development), according to code. What was the motivation for the re-design? **Response:** Site circulation was difficult and that it was to be constructed in phases. Drainage has also been moved underground, this is why there aren't any retention ponds on-site. What is the mix of apartment sizes? **Response:** 104 one-bedroom units; 117 two-bedroom units; and 9 three-bedroom units. Were there any issues with traffic? **Response:** Juan Ortega states they have concurrency now. J. Contin states it fits the area. L. Libes states the wall to the north will be installed in the earliest part of construction. M. Humm questions anticipated date for breaking ground. **Response:** As soon as it receives commission approval and permits are obtained. The previous property owner was not committed to the phasing. Is there a Contractor on board at this time? **Response:** Yes, BCC Construction, a minority woman owned business. What is the going rate? The owner states they manage their own money do not have to raise the money unlike developers do, it is family owned business and they have the funds to put the shovel in the ground. \$1700- \$1800 for the 2-bedroom units and \$1,500 per month for the 1-bedroom units R. Lepa also inquires about the traffic. **Response:** Juan Ortega states currently they have concurrency with no restrictions, all ingress and egress movements are okay. Should the County mandate right-in/right-out they will do it. R. Lepa questions the mathematics of the number of units, possible number of drivers and parking spaces. L. Starr asks where over 100+ cars will be parking with a deficit of parking? **Owner Response:** Many working young do not own cars, they travel by ride share and Uber. L. Starr: If the rent is \$1700- \$1800 per month, how is it possible those people don't have cars especially if the majority are 2-bedroom units. **Response:** L. Libes states it meets code requirements. R. Lepa asks if more spaces can be created? **Response:** Only at the expense of the amenities provided on site, taking away from green space and adding more pavement. L. Starr inquires as to how the extra 24 feet in height was obtained? **Staff response W. Waters** explains the height is just over half of what could be achieved through the Sustainable Bonus Incentive Program combined with an RPD in the Mixed-Use West zoning district. A. Marotta points out there will be fewer peak trips than Single-Family which would be permitted by right. M. Humm asks if the bus stop is still there on 10<sup>th</sup> Ave North? **Response:** It is still in existence. W. Waters



speaks to the right of way dedications being made for the improvement of 10<sup>th</sup> Ave North. G. Rice mentions unlike years ago, teens now are waiting four-five years beyond what was the norm (16 years old) to acquire a driver license; that ride sharing and Uber has changed the nature of auto ownership market (in younger generations). L. Starr asks for clarification about the setbacks and the dedication of the widened 10<sup>th</sup> Ave North. **Response:** This is considered in the site plan. The building line will be 28 feet, even after the fifteen (15) foot R-O-W dedication. L. Starr: of the 379 parking spots, are the bike racks and electrical vehicles stations subtracted from the count or inclusive? **Response:** They are included in the count, even if it is a charging station, it is still a parking space, it isn't a dedicated parking spot, the City requires electric charging station parking spots (15). J. Contin asks about the wall on the northern boundary south to Keast Lane and the boundary of the plaza. L. Libes states the entire property is fenced and gated. L. Starr asks if there are other projects completed by the owner. **Response:** Navish Chawla-About 40 ongoing projects currently a 355-unit project in Orlando is just nine months from completion. Other projects include condos in Bradenton, two projects in Palm Bay, 400 units in Jacksonville, Salt Lake City and a large West Palm Beach project currently in site plan review.

**Public Comment:** None

**Motion:** R. Lepa moved to recommend approval of PZB 20-01400047 to the City Commission with staff recommended Conditions of Approval as the project meets the applicable criteria based on the data and analysis in the staff report; M. Humm 2<sup>nd</sup>. The motion was amended by R. Lepa and M. Humm 2<sup>nd</sup> to include the revised Conditions regarding the unity of title, the six foot wall and from Lake Worth Drainage District the rip rap on the E-4 canal as read into the record by the planner.

**Vote:** 6/1 motion carries; L. Starr dissenting due to possible insufficient parking.

**C. PZB Project Number 20-01400050:** A request by Janet Rosa for consideration of a Major Site Plan, Conditional Use, and Sustainable Bonus Incentive Program to construct a triplex at 1332 South L Street within the Mixed-Use Dixie Highway (MU-DH) zoning district, PCN # 38-43-44-27-01-064-0010.

**Staff:** A. Meyer presents case findings and analysis. The proposed triplex features large unit sizes of @2,500 square feet and individual garages. The applicant will improve the northern half of 14<sup>th</sup> Ave S. and a portion of the alleyway in cooperation with Public Services so that each driveway has paved access and a pedestrian walkway for the rear unit. A minimalist and modernist architectural style is featured. Conditions include the centering of the windows over the garage on the middle unit. The elevations show a textured stucco while the renderings depict extensive use of tile; the applicant should present the tile as depicted in the rendering. As the proposed height of the building exceeds code as does the FAR, the applicant has chosen to participate in the Sustainable Bonus Incentive Program (SBIP) through the payment in lieu of fee to the City trust account.

**Public Comment:** None

**Architect for the Applicant:** Albert Jackman of James Drago Architect – increased landscaping and increased the drainage with exfiltration pipe beneath the driveways. The renderings are without the landscaping. Building materials are horizontal wood planking (ceramic tile). The elevation shown is not the correct rendering.

**Board:** R. Lepa questions whether permeability has been met? **Response:** It was met at just under 65%. M. Humm would like to see the new renderings as he believes the building to be lacking in attractiveness. J. Contin asks about the curb cut and sidewalk improvement,

whether it is CBS or wood structure. Discussion about the tile work and the awnings. A. Marotta would like to know whether or not the windows will be centered or not? Receiving the new renderings is critical to accessing the project. L. Starr asks about the width of the garage door opening and driveway. **Response:** The garage door opening and driveway are of equal width with room for 2 cars inside the garage. J. Contin inquires about the size of sidewalk in the R-O-W. Staff clarifies public works did not require a sidewalk on that unimproved segment of road, public works be added on 14<sup>th</sup> Ave South. J. Contin can't imagine a curb cut can be made without a sidewalk in place. Believes there should be a sidewalk because with a paved road, people will be parking and walking. Does not like the alignment of the doors shown on the south elevation on both ends of the building. Applicant agrees to cut the doors down to 2'8". L. Starr- are there existing sidewalks in the neighborhood? **Response:** City staff confirms there is a sidewalk along South L Street. R. Lepa states the road is gravel with bollards.

**Motion:** R. Lepa moved to table Item C on the agenda, giving applicant time to email staff additional information (new renderings) requested by Board, until after Item D PZB/HRPB 21-03100001 is heard; G. Rice 2nd.

**Vote:** Ayes all, unanimous.

**Item D on the agenda, proposed Ordinance 2021-01 is now heard.**

**D. PZB/HRPB 21-03100001 (Ordinance 2021-01):** Consideration of an ordinance to Chapter 23 "Land Development Regulations" regarding changes to allow for takeout establishments by zoning district and to clarify that only one (1) continuance is permitted for all affected parties to ensure that the City does not run afoul of development review time limitations for local governments as set forth in Florida law, and several minor amendments related to definitions and use review processes.

**Staff:** E. Sita briefly explains the items undergoing changes through Ordinance 2021-01 which include:

Definitions: Includes new use take-out establishments definition and modifications to existing definitions.

Quasi-judicial proceedings: Alignment with F.S, to allow for one continuance for all affected parties (time to prepare by hiring legal representation and consultants). Time limitations exist within Florida Statutes for items to be heard within 180 days. One continuance per project for all affected parties.

Use table revisions: Instituting take-out establishments within the Use tables and modification of the review processes for several uses including truck/van rentals, museums, school of the arts, art and photography gallery.

Take-out establishments: Retail and restaurant development standards and review standards.

**Board:** J. Contin -It is beneficial for the quasi-judicial proceedings clarification to be included, one continuance should be sufficient for all parties.

**Public Comment:** None

**Motion:** M. Humm moves to recommend approval for adoption of Ordinance 2021-01 to City Commission; R. Lepa 2<sup>nd</sup>.

**Vote:** Juan Contin - aye; Daniel Tanner – aye; Robert Lepa – aye; Laura Starr – aye; Mark Humm – aye; Anthony Marotta – aye; Greg Rice – aye

Motion carries unanimously.

**RETURN to Item C for further action.**

The applicant attempted to provide revised elevations to staff for Board to view however staff did not receive the email and Board members made the decision to continue Item C to a date certain of April 7, 2021 enabling the applicant and ultimately staff and Board to receive the requested renderings.

**Public Comment:** None

**Motion:** G. Rice moves to continue item C PZB 20-01400050 to a date certain of April 7, 2021. M. Humm 2<sup>nd</sup>.

**Vote:** Juan Contin-aye; Mark Humm-aye; Anthony Marotta-aye; Robert Lepa-aye; Daniel Tanner-aye; Laura Starr-aye; Greg Rice-aye. Motion passes unanimously.

**PLANNING ISSUES:**

A. 2021 Election of Board Chair & Vice-Chair

Due to the late hour, this item postponed until the April 7, 2021 Board meeting.

**PUBLIC COMMENTS** (3-minute limit) None

**DEPARTMENT REPORTS:** None

**BOARD MEMBER COMMENTS:** Concerns over projects that are coming before the Board with missing information. Staff will relay the information that Board is not amenable to receiving changed or missing information at the time of the meeting.

G. Rice mentions the Gulfstream Hotel press conference held this past week and is hopeful it will stay on track.

**ADJOURNMENT:** 10:25 PM



**MINUTES  
CITY OF LAKE WORTH BEACH  
PLANNING AND ZONING BOARD REGULAR MEETING  
CITY HALL COMMISSION CHAMBER  
WEDNESDAY, AUGUST 04, 2021 -- 6:00 PM**

**ROLL CALL and RECORDING OF ABSENCES:** Present were Greg Rice, Chairman; Anthony Marotta, Vice-Chair; Laura Starr; Juan Contin; Mark Humm; Edmond LeBlanc; Zade ShamsiBasha. Also present were: Debora Slaski, Principal Planner; Erin Sita, Asst. Director for Community Sustainability; Elizabeth Lenihan, Board Attorney; Sherie Coale, Board Secretary.

**PLEDGE OF ALLEGIANCE** – Led by Chairman

**ADDITIONS / DELETIONS / REORDERING AND APPROVAL OF THE AGENDA**

**Motion:** M. Humm moves to approve the agenda; A. Marotta 2<sup>nd</sup>.

**Vote:** Ayes all, unanimous.

**NEW MEMBER OATH OF OFFICE:** Board Secretary administered Oath of Office to new Board Member Zade ShamsiBasha.

**APPROVAL OF MINUTES:**

A. July 7, 2021 Meeting Minutes

**Motion:** A. Marotta moves to approve the July minutes as presented; M. Humm 2<sup>nd</sup>.

**Vote:** Ayes all, unanimous

**CASES:**

**SWEARING IN OF STAFF AND APPLICANTS** Board Secretary administered oath to those wishing to give testimony.

**PROOF OF PUBLICATION**

- 1) Burckle Place 111  
Palm Beach Modern Auction

**WITHDRAWALS / POSTPONEMENTS** - None

**CONSENT** None

**PUBLIC HEARINGS:**

**BOARD DISCLOSURE:** None

**UNFINISHED BUSINESS:** None

**NEW BUSINESS:**

- A. PZB Project Number 20-00500004:** Request by Rico Baca of 5908 Georgia, LLC for consideration of a Conditional Use Permit to allow an auction house less than 7,500 sf at 1209, 1215, and 1217 North Dixie Highway within the Mixed Use – Dixie Highway (MU-DH) zoning district (PCNs: 38-43-44-21-15-378-0140; 38-43-44-21-15-378-0130; and 38-43-44-21-15-378-0110).

**Staff:** Asst. Director for Community Sustainability presents case findings and analysis. This approval is for the Conditional Use approval only, the Site Plan will come back at a later date. The site includes a single-family home, a commercial building and parking lot. Explains the staff report structure which is: the request, summary and background information, history of project, land development requirements, special summary information highlighting areas for a specific project.

**Applicant:** Rico Baca, along with Wade Terwilliger and Carrie Rose are in agreement with the Conditions of Approval. Explains the online auction process.

**Board:** G. Rice What type of auction? **Response:** 20<sup>th</sup> Century Decorative art and design furniture. Average lot is \$2,500 – \$3,500. Typically there are three (3) major auctions (held on Saturdays) per year and 2-3 smaller boutique events throughout the year. What is the average size audience? **Response:** 50-75 is preferable although the pandemic has made that problematic. Currently posting items online. Participation can be live on the phone, absentee or online. Intent is to move from West Palm Beach to Lake Worth Beach with the purchase of this property. They do compete with Sotheby's and Christie's Auction Houses however are considered a general auction house. Bid calls, which are a slower pace, allow time to get the hand up. Designed to create time between one bid and the next bid. L. Starr- will this property be built out or will they just be moving in the way it is? **Staff response:** The house will be utilized as a retail space. The commercial space will be the utilized as the auction house. **Applicant:** the architect's job is to blend the façades of the two buildings; it needs to look great because the ability to attract the clientele is dependent upon that feel/look. L. Starr asks if there will be outdoor storage of oversized items? **Response:** Not storage, possibly an installation or display. If the clientele does not feel comfortable and safe in the area, there is no way to get them to attend. There are a total of seven employees. The large events are catered and a massage therapist is brought in half way through the auction. **Board:** J. Contin hopes they are ready for the rigorous P&Z review with the Site Plan. Lake Worth Beach has become synonymous with tough regulations especially with regards to height and parking requirements.

**Staff** confirms they are aware of the major Thoroughfare Design Guidelines, architect began making revisions after the pre-application meeting. The intent is to bring the existing non-conforming structure more into compliance. Car parking service/valet along with a shared parking agreement should be included with the Site Plan submittal.

**Motion:** A. Marotta moves to approve PZB 21-00500004 with staff recommended conditions for a Conditional Use Permit to allow an auction house use less than 7500 square feet at 1209, 1215, and 1217 North Dixie Hwy adding a condition that a parking plan be submitted with the Site Plan which shall include a shared parking agreement. The application meets the conditional use criteria based on the data and analysis in the staff report. L. Starr 2<sup>nd</sup>.

**Roll call vote:** G. Rice-Yea, A. Marotta-Yea; M. Humm-Yea; J. Contin-Yea; Z. ShamsiBasha-Yea; E. LeBlanc- Yea; L. Starr-Yea; Ayes all, unanimous.

- B. PZB Project Number 20-01400036:** A request by Cotleur & Hearing, a land development firm, on behalf of The Lord's Place, Inc. for consideration of a Residential Urban Planned Development, Major Site Plan, Conditional Use Permit, and Right of Way Abandonment

to allow the construction of a seven-unit, multi-family residence at 825 South Federal Highway, 827 South Federal Highway, and a portion of 9th Avenue South, within the Mixed Use – Federal Highway (MU-FH) zoning district commonly known as “Burckle Place III.”

**Staff:** E. Sita gives background of original Board hearing in March 2021. The applicant has revised the project based upon previous comments and concerns. There is an affected party, the same affected party as the first Board Hearing. There has also been a challenge to the affected party status by the attorney for the applicant.

**Board Attorney:** Elizabeth Lenihan, P&Z Board Attorney clarifies the procedure for affected parties requesting a continuance. Under City Code affected parties are automatically granted a continuance if so requested. A differentiation is made between interested parties versus affected parties. Interested parties are persons within the 400-foot radius, Affected parties, also within the 400 foot radius, have an even greater interest.

**Board:** A. Marotta clarifies that step one is to hear each of the parties prior to making a decision regarding the continuance.

**Staff:** That is the intent.

**Affected Party:** Portia Culley, 902 S. Federal Highway- Does not see any reason to speak, should not have to “pitch” as to why she is an affected party. States she meets the criteria and the Board should make the decision or ask the applicant attorney to speak.

**Board:** G. Rice inquires as to what makes an affected party. **Board Attorney:** Must state why they are more affected than others within the interested person radius. It is established she is 150 feet from the project. G. Rice asks if there are any other aggrieving issues aside from proximity. That needs to be on the record.

**Affected Party:** Property values are the primary concern should she want to sell her property, that the applicant’s proposal is not following the Major Thoroughfare guidelines, the construction of the project as presented would depreciate her property.

**Board:** Is there an appraisal indicating that? **Response:** No. **Board:** It is unknown at this point, but based upon the assumption that it will affect the value.

**Affected Party:** It is up to the Board, the applicant proposes the use of the R-O-W and the guidelines are not being followed. There has not been sufficient time to get with the neighbors to determine the impact. Board would be approving or disapproving the project without much neighborhood input.

**Applicant Attorney:** David Milledge, Cotleur Hearing- The affected party cannot point to a single criteria of the Code which is not being met. Furthermore City professional staff (planners and engineers) have concluded the proposed project meets Code and will not negatively affect property values. Cites precedence of Martin County Conservation vs Martin County - an affected party must demonstrate they are negatively affected and that the mere speculation of future adverse impacts is insufficient. Please deny the request to be considered an affected party.

**Board Discussion:** A. Marotta recalls the recent remanding of another project back to the Board due to not granting affected party the proper opportunity.

J. Contin- does it meet all thoroughfare guidelines? **Staff:** Currently the discussion is not about the project, only Ms. Culley’s position as an affected party. J. Contin states that the staff report indicates the project moves closer to meeting Major Thoroughfare Design guidelines, not that it meets them. Mr. Milledge is incorrect in that it meets the Guidelines thus lending credibility to Ms. Culley’s concern and proximity. Secondly, the last meeting

produced many interested person's. Z. ShamsiBasha requests clarification of whether the Major Thoroughfare Guidelines were met or not because the staff report is not clear.

**Staff:** The determining body of whether the Guidelines are met or not is the Board. Staff has given a recommendation through the staff report. With regard to the status of the affected party and regarding the continuance, determine she is an affected party or not. If Board determines she is not an affected party, Board would still have an opportunity continue the item in order to give more time to review; or if the Board decides Ms. Culley is an affected party, that determination would automatically grant a continuance. **Board:** E LeBlanc questions how much time does a continuance give? **Staff and Board Attorney:** One continuance of no more than 31 days or not later than September 1, 2021. **Board:** Some members reviewed the plans on the link, others did not review.

**Staff:** The plans are not published on the website due to ADA compliance, but included in the link to the Board members. Any member of the public with interest may contact staff which will provide the full packet (including plans) link, it is all public information.

**Board:** A. Marotta confirms the previous plans differ from the current plans, there has been a revision. Makes a comparison of a David & Goliath situation, a layperson and practiced attorney. If the project is good enough to stand on it's merits, there would be no harm in allowing a 30-day continuance. L Starr asks for the length of time that Ms. Culley has lived at her current address? **Response:** 15 years. L. Starr recollects seeing a letter asking Board to deny a variance request for a smaller living space, is that the reason for not liking the plans? **Response from Ms. Culley:** The issue that most rankled her is that the project would like to (again) take the R-O-W **Staff:** A waiver was requested, as this is a PUD this will be covered when the project is heard.

**Applicant Attorney:** Clarifies what the benefits are to being an "affected party" such as the ability to ask for a continuance, the ability to cross-examine, call witnesses, give presentations, question applicant and staff and allow the party to appeal. The result of a continuance would not result in a typical 2-party interaction between Board, staff and applicant. The applicant, if it appeased the Board and in order to provide the Board additional time to review the plans would concede to a continuance. States that Ms. Culley lives 150 feet (property line to property line) from the project. Lastly, the statement was made that the project met code 100%. Distinguish between Code and Major Thoroughfare Design Guidelines. L. Starr questions how is it compliant if a variance is requested? The PUD code allows for the relaxation of certain code, therefore it de-facto meets code.

**Board:** J. Contin requests clarity on whether the Design Guidelines are met. **Applicant Attorney:** The Design Guidelines references the spirit of the Code, which has been met.

**Board:** J. Contin wants the building to go up but wants it done correctly and the neighborhood hasn't had sufficient time to review. It was previously requested that the Major Thoroughfare Design Guidelines be met.

**Applicant Attorney:** The affected party determination is infringing upon the applicant's property rights, that is why there is an objection to the affected party status. **Board:** A Board member is unsure of whether an affected party can provide a compelling 10-minute presentation against the project. Questions if Ms. Culley would opt to step back as an affected party since the applicant has offered to continue until September, is that her main purpose? **Staff:** The decision needs to be made if Ms. Culley is an affected party, if she is not determined not to be affected party, Board could still make a determination to continue hearing the proposal until September. There is only one continuance for an affected party, it will not be advertised again.

**Motion:** A. Marotta moves to treat Portia Culley as an affected party; L. Starr and J. Contin 2<sup>nd</sup>.

**Board:** Z. ShamsiBasha- has not heard an argument that she is aggrieved in any way aside from proximity, that other similarly situated homeowners are not. Has concerns about the case law citations mentioned by Mr. Milledge. Understands the City has handled other cases with deference. His concern is that the decision could be overturned in the future. She has only mentioned one of two items that would elevate her to an affected party. **Staff:** If it were decided she was not an affected party it would be a change in policy. Additional information / summary information from the Board would be wanted to determine future guidance providing consistency on how affected parties should be treated in the future. **Board:** J. Contin- Recalls the previous reason (precedent) was that the person did not have time to secure an attorney. **Staff:** The recommendation is to be consistent. **Board:** No one is saying that a continuance should not be granted but only that there is no 2<sup>nd</sup> prong of proof of elevated status.

**Roll Call Vote:** J. Contin – yea; Z. ShamsiBasha - nay; E. LeBlanc – yea; L. Starr – yea; M. Humm – yea; A. Marotta -yea; G. Rice - yea. Motion carries 6/1. Z. ShamsiBasha dissenting.

**Motion:** A. Marotta moves to continue item to a date certain of September 1, 2021; Z. ShamsiBasha 2<sup>nd</sup>.

**Vote:** Ayes all, unanimous.

**PLANNING ISSUES:** A. Marotta welcomes both new Board Members.

**PUBLIC COMMENTS** (3 minute limit) None

**DEPARTMENT REPORTS:** Invitations to Zoom will be through Outlook going forward in an effort to make the portal for the public comment more user friendly and accessible.

**BOARD MEMBER COMMENTS:**

**ADJOURNMENT: 7:52 PM**





City of  
**Lake Worth  
Beach**  
FLORIDA<sup>SM</sup>

**DRAFT**

Planning Zoning Historic Preservation Division  
1900 2<sup>nd</sup> Avenue North  
Lake Worth Beach, FL 33461  
561.586.1687

**MINUTES  
CITY OF LAKE WORTH BEACH  
PLANNING AND ZONING BOARD REGULAR MEETING  
CITY HALL COMMISSION CHAMBER  
WEDNESDAY, SEPTEMBER 01, 2021 -- 6:18 PM**

**ROLL CALL and RECORDING OF ABSENCES:** Present were: Greg Rice, Chairman (virtual); Mark Humm; Juan Contin; Laura Starr; Edmond LeBlanc; Zade Shamsi-Basha (virtual). Absent: Anthony Marotta, Vice-Chair. Also present were: Debora Slaski, Principal Planner; Erin Sita, Asst. Director for Community Sustainability; Elizabeth Lenihan, Board Attorney; Sherie Coale, Board Secretary.

**PLEDGE OF ALLEGIANCE** Led by Zade Shamsi-Basha.

**ADDITIONS / DELETIONS / REORDERING AND APPROVAL OF THE AGENDA** None

**APPROVAL OF MINUTES:**

A. August 4, 2021 Regular Meeting Minutes

**Motion:** M. Humm motioned to approve the August 4, 2021 Regular meeting minutes as presented; J. Contin 2<sup>nd</sup>.

**Vote:** Ayes all, unanimous.

**CASES:**

**PROOF OF PUBLICATION**

1) PZB 21-00500005 - 701 N Dixie Hwy - Ragtops

PZB 21-00300001 & 21-01300001 - Land Use Map and Zoning Map Amendment - Barton Rd

**SWEARING IN OF STAFF AND APPLICANTS** Board Secretary administered oath to those wishing to give testimony.

**WITHDRAWALS / POSTPONEMENTS** None

**CONSENT** None

**PUBLIC HEARINGS:**

**BOARD DISCLOSURE:** L. Starr-no disclosures to be made; E. LeBlanc and Zade Shamsi-Basha-have no disclosures to be made; G. Rice spoke with Bernard Guthrie regarding Burckle Place and it will not affect his decision. M. Humm spoke over the phone with Bernard Guthrie regarding Burckle Place and it will not influence his decision. J. Contin lives across the street from proposed Burckle Place.

Board Attorney explains disclosures as it relates to the quasi-judicial process. As a Board member is coming to the meeting with some knowledge Board members should provide the name who the conversation was with whether an expert, applicant or person with an opinion on the project and nature of the conversation.

### **UNFINISHED BUSINESS:**

- A. PZB Project Number 20-01400036:** A request by Cotleur & Hearing, a land development firm, on behalf of The Lord's Place, Inc. for consideration of a Residential Urban Planned Development, Major Site Plan, Conditional Use Permit, and Right of Way Abandonment to allow the construction of a seven-unit, multi-family residence at 825 South Federal Highway, 827 South Federal Highway, and a portion of 9th Avenue South, within the Mixed Use – Federal Highway (MU-FH) zoning district commonly known as "Burckle Place III."

**Staff:** E. Sita provides a brief re-cap of the project as presented to the Board earlier this year and explains and shows depictions of changes to the projects. This proposal includes a request for a Residential Urban Planned Development for a seven (7) unit multifamily development; A Major Site Plan and Conditional Use permit. The Right of Way Abandonment request will be presented to the City Commission for consideration and decision. Changes in this revision include: Elevation changes and the re-location of the parking to the north of the site to better re-align with the Major Thoroughfare design guidelines; a decrease in number of units, of note a Planned Development allows for certain codes to be relaxed, in particular the minimum living area. Code requires 900 sq. feet and the proposed is 636 sq. feet. Total combined living area will have 941 square feet. This allows the project to meet the parking requirement. The landscape proposal now includes a predominately native ratio of trees, shrubs and groundcover to address concerns of the Board and residents. Public outreach to the Pineapple Beach and South Palm Park Neighborhood Associations by the applicant occurred from 2020 through February of 2021. The project has been found to be consistent with the City Comprehensive Plan, Strategic Plan, Major Thoroughfare Design Guidelines, LDR's if approved as a Planned Development, Residential Urban Planned Development Criteria, Community Appearance Criteria, Conditional Use criteria and in general findings as to harmony with the LDR's and protection of public interest.

**Agent for the Applicant:** David Milledge of Cotleur & Hearing, Senior Project Manager  
**Applicant:** Kerry Dias- COO of the Lord's Place on behalf of Diane Stanley. Introduces Scott Witzel- Facilities Director, John Glidden and Randy Hansen, Architects. Explains this is about transforming lives, not just providing housing. This would include 21 beds (with over half for women over 50). The combination of the older women with younger provides intergenerational support while job training, placement, tutoring and residing in the program for approximately 24 months resulting in a 96% success rate of being re-integrated into society on their own upon completion.

Mr. Milledge: The site is compliant with parking code with seven (7) dwelling units each at 636 square feet. The re-designed site provides greater engagement with Federal Highway with the side load parking, the landscape is overly abundant. Coastal modern style architecture. The floor plan depicts the living area of each unit. The living area of each unit in combination with the combined living area results in a total of 941.4 square feet per unit. This includes common dining, living and kitchen areas. This is the only waiver being sought.

Affected Party Portia Culley: Presentation was helpful and is difficult to go against what they are doing, helping older women who need help. Doesn't believe this is a case of NIMBY, as the town

seems to be more liberal, but believes it should be subject to the same development standards as other developments in the area. Believes the major issues with the previous plan was the parking and the Right-of-Way abandonment. Residents have been parking in the R-O-W for 15 years. Now the R-O-W is not up for consideration. Months ago was shown a rendering depicting paved parking on the R-O-W for the public, was told by Kerry Dias, the R-O-W was a no-go by the City. Is 'giving away' the R-O-W a foregone conclusion? She does not want to be the one fighting the Lord's Place. Restore parking to those who were using it prior to the City installation of the no parking signs.

**Agent for the applicant** has no questions of the Affected Party or staff but available for rebuttal. Portia Culley has no questions of staff or agent for the applicant.

**Public Comment:** Board Secretary states the Board has received a copy of the comments from the August 4 meeting in addition to those received since as well as those received during this meeting. Those comments received since the meeting began are read into the record. All comments will be part of the minutes regardless of multiple comment submittals, those comments to be read or spoken will be limited to 3 minutes.

**Board:** J. Contin- As an architect who has come before the Boards on multiple occasions has been subject to constraints of City code. Important is the two-story requirement; despite the no parking signs, no vehicles have been towed and people continue to park there indicating a need for parking. Should Sun-Gate redevelop this could happen again as there won't be access unless through the side. Garbage pick-up is noisy as it is adjacent to the apartment complex on the northside and odiferous. The elevation renderings do not fully depict the entire site, excluded is the parking area. Does it meet all major thoroughfare guidelines? **Staff response:** Yes, the parking is side loaded, rear loaded is encouraged. J. Contin suggests the paving of 9<sup>th</sup> Avenue, would provide some public parking and redesign to place the dumpster in the area. The paving of the Right-of-Way was done across the street. **Staff response:** The R-O-W is the purview of the Public Works Dept.. The square footage of the unit may not allow the application to meet ADA requirements. Z. Shamsi-Basha would like more detail on the communal spaces. Kerry states the concept is to share the communal space, where the therapy occurs, this is where all the programming occurs. Is it truly communal, a shared living room. Not a clubhouse that closes at 10 pm.. E. LeBlanc has a question about Condition #7 (the total east elevation). **Staff Response:** That Condition should be stricken, it was met with this re-submittal. E. LaBlanc asks for clarification on the dumpster enclosure, landscape plan and what is the setback from the north property line for the enclosure? **David Milledge:** Concrete block with metal louvered doors. Location, size and materials were approved by Public Works. It appears to be a ten (10) foot setback to the north and five (5) foot from the west. J. Contin questions if it was known there was a 2-story building to the north with people sitting on their terrace? David Milledge notes there is a 2-story building with an open walkway to the north. Approval was received by the professional staff of Public Works for the location, materials and access. Have satisfied the Code requirements for those items. E. LeBlanc questions how the R-O-W functions. Staff clarifies- this segment of the 9<sup>th</sup> Ave S was never utilized as a road nor does the City intend to pave it and use it as such. It is unimproved and has historically been used for overflow parking, although never intended for the purpose. J. Contin asks if the site would qualify as a Planned Development without the extra square footage to make it over .5 acres? M. Humm- parking is needed everywhere and the City is just giving it away. L. Starr asks where the population will come from? Kerry states the referrals come in many ways, screened to make sure they are appropriate for this program. L. Starr- prison, rehabs? Kerry – neighbors, self-referrals, the county homeless clearing center. Do they have vehicles, are they permitted to have vehicles? Response: Yes they do. Potentially there could be 21 cars plus staff, and they are allowed visitors. Not everyone

has a vehicle and public transportation is the majority mode. Are there curfews? **Response:** Yes, on-site by a certain time, not in the room. It's supportive housing that the residents agree to. L. Starr is there a reason the larger unit size cannot be met? There would be no reason to prevent another development from asking for the same concession as they would have a clubhouse, kitchen and other common areas. John Glidden: All the residents would be in their room if the spaces was larger. The waiver is needed to accommodate the program that can house the residents hoping to become independent citizens of the community. J. Contin asks about the ADA building codes, fire codes and narrow hallways. John Glidden states the exiting requirements and life safety codes are met. This is not a traditional apartment situation, it is part of the communal process. David Milledge- the parking code has been met and it should not be the burden of the Lord's Place to account for parking deficiencies by other developers or the City as a whole. J. Contin- if the R-O-W was not obtained, would it qualify as a Planned Development? No, the unit size waiver would not be available, waivers and variances are different.

**Public Comment:** B. Guthrie-827 S. Palmway- If it were approved as a Planned Development, it meets code. The project was re-drawn after the March meeting. It was out of context for the neighborhood. Asks for the new drawings to be submitted for the record as well as a drawing of the R-O-W to the Pineapple Grove area. The 9<sup>th</sup> Ave abandonment will take away precious parking. The eastern portion of the roadway was paved and marked for parking. The building will be there for decades and resembles prison cells with a congregate area. It could turn into a low-income housing structure.

J. Contin welcomes a better plan that changes the dumpster location, resolves the R-O-W abandonment and parking issue. It's the execution of the plan, not the premise of the Lord's Place. At the last Board meeting they were asked to bring a more amenable plan.

**Motion:** J. Contin moves to recommend denial of PZB 20-01400036 to the City Commission as the project does not meet the applicable criteria for the following reasons: Parking; Substandard apartment size; not meeting the Major Thoroughfare Design Guidelines with respect to the two-story structure; Motion is amended to include that the dumpster be relocated as much as possible away from the current location; 2<sup>nd</sup> to the amendment L. Starr.

J. Contin- relocate the dumpster enclosure to the south west side of the site.

M. Humm – against giving away the Right-of-Way.

Z. Shamsi-Basha – the only issue is if the waiver should be granted, the program explains the reason for the size reduction.

E. LeBlanc-Unit size no issue as the program is different, that is what they do. Agrees the dumpster location is at issue.

L. Starr – disagree with the opinions that the unit size is the only issue, it is setting a bad precedent.

**Vote:** L. Starr Yea; J. Contin Yea; M. Humm Yea; Z. Shamsi-Basha Nay; E. LeBlanc Nay; G. Rice Yea. Motion carries to recommend denial 4/2.

## **NEW BUSINESS:**

**A. PZB Project Number 20-00500005:** Consideration of a Conditional Use Permit request to establish a Special Interest Dealership use in the Mixed-Use Dixie Highway (MU-Dixie)

at **701 North Dixie Highway**. The request is to establish the proposed use within the current 8,425 square feet commercial building.

**Additional Board Disclosures:** G. Rice knows the owner of the parcel, Shanon Materio, but it will not influence his decision. M. Humm is a neighbor to the subject parcel.

**Staff:** D. Slaski presents case findings and analysis. The Special Interest Dealership will house an accessory museum and gallery use for private events or for anyone to visit the establishment during normal business hours. There are 18 parking spaces. Conditions of Approval would limit the private events to 2 per month and no more than 24 per year. No outdoor storage or servicing of vehicles is proposed or allowed. A minor site plan approval is required to improve site appearance to the furthest extent possible.

**Applicant:** Ty Houck- Has been in the business for 41 years, most recently in the West Palm Beach area; the current property owner has been at this location for 29 years. The memorabilia for purchase will be "things that people don't need". The antique and special interest car collection will also be for sale. Explains the logic behind how many events could be held, how some of the events may be more seasonable. Has utilized a valet service in the past to park the events.

**Board:** Concerns about limiting the events to 2 per month. E. LeBlanc questions the nearby TOD zoning? It was identified as a potential area for the Coastal link. Board member who has attended an event states it was phenomenal. All agree it could be a nice addition to the area.

**Public Comment:** None

**Motion:** L. Starr moves to approve PZB 21-00500005 with staff recommended Conditions of Approval, excluding the limitation on number of events, based upon competent substantial evidence provided in the staff report and in the testimony at the public hearing; J. Contin 2<sup>nd</sup>.

**Vote:** Ayes all, unanimous.

**B. PZB/HRPB 21-00300001 & 21-01300001:** City-initiated small-scale Future Land Use Map (FLUM) amendment and Zoning Map amendment (rezoning) on behalf of the PBC School District requesting: (1) a FLUM amendment from the Single Family Residential (SFR) FLU to the Public (P) FLU, and (2) a rezoning from the Single-Family Residential (SF-R) zoning district to the Public (P) zoning district on properties located at 1509 Barton Road, 1511 Barton Road, 1515 Barton Road, and 1421 Barton Road.

**Staff:** E. Sita provided a brief history of the use of the property. This is a corrective action bringing the parcels in to closer alignment with the Land Use.

**Applicant:** Michael Owens, Senior Planner for PBC School District and James Gavrilos, Administrator of Red Apple Supplies explains the program. It is the signature program. Every teacher may shop at this location twice yearly for supplies without dipping into their own pocket. There is a staff of seven. It is a facility to house supplies. The intent is to eventually serve all 179 schools. This year 63 Title One schools are being served. \$1,100,000 of school supplies were disbursed last year.

**Public Comment:** Erika Kotala Bell of 1406 Tropical Drive has concerns regarding the use of the alley behind the site and a plan to offset the loss of natural habitat on the property.

**Board:** L. Starr asks why the alley is needed.

**Staff:** This is for the Rezoning and Future Land Use Map Amendment only, not a site plan. Palm Beach County School Board Planning Staff can reach out to the neighborhood when a site

plan amendment is brought forward. Currently there are portables on one of the parcels and none of the single family homes have been demolished. With regard to the northern parcel, a tree disposition plan would accompany any site plan modification.

**Motion:** M. Humm moves to recommend approval of **PZB 21-00300001 & 21-01300001** for the proposed amendments to the Future Land Use Map and Zoning Map based on the data and analysis in the staff report and the testimony at the public hearing.

**Vote:** Ayes all, 6/0 unanimous.

**PLANNING ISSUES:** None

**PUBLIC COMMENTS** (3 minute limit) None

**DEPARTMENT REPORTS:** None

**BOARD MEMBER COMMENTS:**

**ADJOURNMENT:** 8:55 PM

Attachment: Public Comment for **UNFINISHED BUSINESS: A.** PZB Project Number 20-01400036

**PUBLIC COMMENT  
CARD - ADVISORY  
BOARD - {AGENDA  
SECTION:10} - JAMES  
- KUKLA**



{Topic of Agenda Item on  
which you want to  
speak:12}

**WHICH BOARD MEETING IS THIS  
COMMENT FOR?**

Planning and Zoning Board

**MEETING DATE**

09/01/2021

**COMMENT TOPIC**

Supporter of Burckle Place III

**NAME**

James Kukla

**EMAIL**

[Jkukla@kuklapartners.com](mailto:Jkukla@kuklapartners.com)

**ADDRESS**

701 Warren Drive  
Jupiter, FL 33458  
United States

**TESTIMONY CONSENT**

I swear and affirm the testimony I am about to give will be the truth, the whole truth and nothing but the truth  
Do you swear and affirm the testimony you are about to give will be the truth, the whole truth and nothing but the truth?

**HOW WOULD YOU LIKE TO  
PARTICIPATE?**

I would like the city to read my comments below

**COMMENTS TO BE READ INTO RECORD**

This project is important and meets the requirements of the Planning and Zoning codes. Notwithstanding those that wish to invite higher density and more disruptive developments in the neighborhood I stand in support of the project

**PUBLIC COMMENT  
CARD - ADVISORY  
BOARD - {AGENDA  
SECTION:10} -  
PANAGIOTI -  
TSOLKAS**



{Topic of Agenda Item on  
which you want to  
speak:12}

<b>WHICH BOARD MEETING IS THIS COMMENT FOR?</b>	Planning and Zoning Board
<b>MEETING DATE</b>	09/01/2021
<b>COMMENT TOPIC</b>	Burckle Place
<b>NAME</b>	Panagioti Tsolkas
<b>EMAIL</b>	<a href="mailto:panagioti.e.tsolkas@gmail.com">panagioti.e.tsolkas@gmail.com</a>
<b>ADDRESS</b>	822 N C St Lake Worth, FL 33460 United States
<b>TESTIMONY CONSENT</b>	<input checked="" type="checkbox"/> I swear and affirm the testimony I am about to give will be the truth, the whole truth and nothing but the truth Do you swear and affirm the testimony you are about to give will be the truth, the whole truth and nothing but the truth?
<b>HOW WOULD YOU LIKE TO PARTICIPATE?</b>	I would like the city to read my comments below
<b>COMMENTS TO BE READ INTO RECORD</b>	Please support Burckle Place. This is a way to show support for everyone in our community.



# PUBLIC COMMENT CARD - ADVISORY BOARD - {AGENDA SECTION:10} - SUE - WELCH



{Topic of Agenda Item on  
which you want to  
speak:12}

<b>WHICH BOARD MEETING IS THIS COMMENT FOR?</b>	Planning and Zoning Board
<b>MEETING DATE</b>	09/01/2021
<b>COMMENT TOPIC</b>	Burckle Place
<b>NAME</b>	Sue Welch
<b>EMAIL</b>	<a href="mailto:suestevensart@gmail.com">suestevensart@gmail.com</a>
<b>ADDRESS</b>	1331 N Palmway Lake Worth Beach, FL 33460 United States
<b>TESTIMONY CONSENT</b>	<input checked="" type="checkbox"/> I swear and affirm the testimony I am about to give will be the truth, the whole truth and nothing but the truth Do you swear and affirm the testimony you are about to give will be the truth, the whole truth and nothing but the truth?
<b>HOW WOULD YOU LIKE TO PARTICIPATE?</b>	I would like the city to read my comments below
<b>COMMENTS TO BE READ INTO RECORD</b>	I encourage the board to support this project. The Lord's Place is a cornerstone in our county for providing support to people with a comprehensive understanding of the nuances of our region. This project aesthetically fits with what exists in adjacent properties and makes sense for our community. I would welcome a similar project in my back yard as the Lord's Place has proven time and again that they are good for the community and good neighbors.

**PUBLIC COMMENT  
CARD - ADVISORY  
BOARD - {AGENDA  
SECTION:10} -  
DANNA - TORRES**



{Topic of Agenda Item on  
which you want to  
speak:12}

<b>WHICH BOARD MEETING IS THIS COMMENT FOR?</b>	Planning and Zoning Board
<b>MEETING DATE</b>	09/01/2021
<b>COMMENT TOPIC</b>	PZB Project Number 20-01400036
<b>NAME</b>	Danna Torres
<b>EMAIL</b>	<a href="mailto:dannactorres@gmail.com">dannactorres@gmail.com</a>
<b>ADDRESS</b>	631 N J St Lake Worth Beach, FL 33460 United States
<b>TESTIMONY CONSENT</b>	<input checked="" type="checkbox"/> I swear and affirm the testimony I am about to give will be the truth, the whole truth and nothing but the truth Do you swear and affirm the testimony you are about to give will be the truth, the whole truth and nothing but the truth?
<b>HOW WOULD YOU LIKE TO PARTICIPATE?</b>	I would like the city to read my comments below
<b>COMMENTS TO BE READ INTO RECORD</b>	Good evening, my name is Danna. I fully support this project and hope it is processed as expeditiously as the Deco Green project because poor people deserve dignified housing too.

**PUBLIC COMMENT  
CARD - ADVISORY  
BOARD - {AGENDA  
SECTION:10} -  
JACQUELINE -  
MARKIS**



{Topic of Agenda Item on  
which you want to  
speak:12}

<b>WHICH BOARD MEETING IS THIS COMMENT FOR?</b>	Planning and Zoning Board
<b>MEETING DATE</b>	09/01/2021
<b>COMMENT TOPIC</b>	Burckle Place II
<b>NAME</b>	Jacqueline Markis
<b>EMAIL</b>	<a href="mailto:jamarkis@gmail.com">jamarkis@gmail.com</a>
<b>ADDRESS</b>	1224 16th Avenue N Lake Worth Beach, FL 33460 United States
<b>TESTIMONY CONSENT</b>	<input checked="" type="checkbox"/> I swear and affirm the testimony I am about to give will be the truth, the whole truth and nothing but the truth Do you swear and affirm the testimony you are about to give will be the truth, the whole truth and nothing but the truth?
<b>HOW WOULD YOU LIKE TO PARTICIPATE?</b>	I would like the city to read my comments below
<b>COMMENTS TO BE READ INTO RECORD</b>	I am an outreach worker that serves the homeless community and would like to say that I support the city voting yes for the Burckle Place project. We need more affordable housing, and more options for our homeless neighbors transitioning back into a normal routine.

817 South Federal Highway  
Lake Worth Fl 33460

31 Aug, 2021

Department for Community Sustainability  
1900 2<sup>nd</sup> Ave North  
Lake Worth Beach, FL 33461  
561-586-1687

RE: Project Name: Burkle Place 3 PZB Project Number 20-01400036

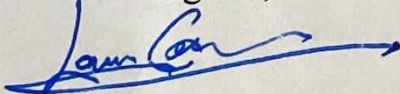
Dear Sirs:

I have an apartment at 817 South federal Highway and have been informed of the development happening at 825-827 South Federal Highway known as Burkle Place 3, by the Lord's Place. The way the current project is presented is a badly planned with a garbage dumpster directly next to our buildings fence. To make it worst the garbage truck will come starting 6:00am twice per week with additional smells, rats and other pests.

This is the worst planning that I have ever seen especially when there is a right of way with a street that can be developed for utilities and parking. The Lords place is thinking of themselves by using the existing parking apron and not wanting to pay to make a proper sidewalk and garbage collection area where they should be off of a public right of way and away from the neighbors.

This project cannot possibly go forward like this as it will set Lake Worth back many years. I urge the planning Board to reject this proposal for a better though out project that thinks of the neighbors and the future of Lake Worth.

Best Regards,



Lauren Castilla



# SAY NO! TO THE GARBAGE TRUCK!

WE LIVE HERE! PLEASE RESPECT

NAME \_\_\_\_\_

ADDRESS 417 S. Freeman

**From:** [Bill Robeson](#)  
**To:** [Planning and Zoning](#)  
**Cc:** [Herman Robinson](#)  
**Subject:** Lord's Place agenda item  
**Date:** Tuesday, August 31, 2021 1:32:48 PM

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**Caution:** *This is an external email. Do not click links or open attachments from unknown or unverified sources.*

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In general terms I am opposed to ANY project that gives away city property to ANY developer - for profit or not for profit. In this case it appears that the developer must have the gift of property to make the project meet zoning requirements. As tightly as the city enforces zoning rules for those of us who are property owners it appears there is a desire to force this project into a space that is too small for its current design.

William & Bonnie Robeson  
822 S Palmway  
Lake Worth Beach

[Sent from the all new AOL app for iOS](#)

**From:** [Jonas King-Holzsager](#)  
**To:** [Sherie Coale](#); [Planning and Zoning](#)  
**Subject:** Lord's Place Hearing 09/01/21  
**Date:** Tuesday, August 31, 2021 9:53:31 AM

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**Caution:** *This is an external email. Do not click links or open attachments from unknown or unverified sources.*

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Sherie,

My wife and I live at 814 S Federal Hwy, and I would like to protest the following issues with the Lord's Place land development:

1. The Lord's Place is not making any concessions for the loss of parking on 9th Ave S. Their proposal requests an easement of the street which will remove valuable parking spaces in an already limited area.
2. The facade of the proposed building does not meet the height requirements other developers were required to meet.
3. The living conditions for the women that will be housed in the proposed building are smaller than normally allowed, which will lead to cramped conditions for women in need. Adding possible mental health stress to an already stressful situation seems irresponsible, especially in the manner it was granted.

Please add my opposition to the meeting at 09/01/21. I will also be attending the meeting, and am happy to speak to the council in detail about my concerns via zoom if you are able to provide a link to the meeting.

Thank you,

--

Jonas King-Holzsager  
SharePoint Administrator/Developer  
Phone: 757-880-3362  
Email: [jkholsa@gmail.com](mailto:jkholsa@gmail.com)

Project Name: Burckle Place 3

PZB Project Number 20-01400036

30 Aug, 2021

Sherie C Coale  
Executive Secretary  
Department for Community Sustainability  
1900 2<sup>nd</sup> Ave North  
Lake Worth Beach, FL 33461  
561-586-1687  
561-586-1633

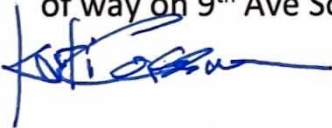
Planning and Zoning MEETING ON 1<sup>st</sup> of SEPT

Dear Sirs:

I am writing with concerns about the new development going before you as Burckle Place 3 (PZB Project Number 20-01400036). The current form of the project does not take into account the parking that has been historically used by the residents on and around Federal Highway and 9<sup>th</sup> Ave South, Lake Worth. For this project and the City planners to allow the developer to take this parcel of land would be devastating to our community as we have no place to park.

Other developers have been obligated to work with the community to provide items like parking and sidewalks and there should not be an exception for the Lords Place.

Please look for a way for this development to save the parking in the right of way on 9<sup>th</sup> Ave South and federal highway.



Best Regards,

Kati Cassiani

Pineapple Village (902 South Federal Highway, Lake Worth)



**From:** [Robert Collins](#)  
**To:** [Planning and Zoning](#); [Sherie Coale](#)  
**Subject:** The Lord's Place  
**Date:** Tuesday, August 31, 2021 6:03:38 PM

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**Caution:** *This is an external email. Do not click links or open attachments from unknown or unverified sources.*

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Parkings, seems to be one of my greatest concerns. I live at 802 South Federal Highway. On any given night, I witness different vehicles parking on 8th Ave South. These different vehicles park on both sides (north and south) on 8th Ave South, East side of Federal Highway. Along with both ends of my address, from the alley to South Federal Highway. They are not the same vehicles. Sometimes they are parked there, in the same location for up to a week at a time. At times, I have witnessed these people exiting their vehicle going in different directions as not know which place they are living, or going to. Another problem is the backing out onto South Federal Highway. This is hazardous, as may vehicles speed up and down South Federal Highway Especially on the weekends. On another issue, it seems by their name, this is a ministry for the hurting. "IF" this is true, they are setting a very poor example for what a ministry is all about, which includes honesty, integrity, and loyalty to God's word as it States in the 13 Chapter of Romans. This is setting a very poor example for the people which profess to be helping, along with the citizens of Lake Worth Beach. They need to go back to the drawing board, and set the example, and not be the example. Thanks for your time, Robert Collins.

**817 South Federal Hgy. Lake Worth**

**8/31/21**

**City of Lake Worth  
Planning and Zoning  
1900 2<sup>nd</sup> Ave North  
Lake Worth , FL 33461**

**P&Z MEETING ON 1<sup>st</sup> of SEPT .**

**RE: PZB Project Number 20-01400036**

**Dear Board:**

**I have been living here in Lake Worth for 12 years. I know that there are a lot of new projects happening but I have not seen one project that puts a garbage dumpster directly next to a neighbor. The garbage truck will also come and make noise and smell. This is not right.**

**I am considering moving if this project happens. It goes to show that no one at the City level is looking out for the people that live in Lake Worth. This project is horrible.**

**Thanks,**

  
**Rodolfo Ledem**

**PUBLIC COMMENT  
CARD - ADVISORY  
BOARD - {AGENDA  
SECTION:10} -  
BERNARD - BUSH**



{Topic of Agenda Item on  
which you want to  
speak:12}

**WHICH BOARD MEETING IS THIS  
COMMENT FOR?**

Planning and Zoning Board

**MEETING DATE**

08/04/2021

**COMMENT TOPIC**

Burkle Place / The Lords Place

**NAME**

BERNARD BUSH

**EMAIL**

[benard.bush3@gmail.com](mailto:benard.bush3@gmail.com)

**ADDRESS**

4528 S HAVERHILL ROAD APT 202  
LAKE WORTH, FL 33463  
United States

**TESTIMONY CONSENT**

I swear and affirm the testimony I am about to give will be the truth, the whole truth and nothing but the truth  
Do you swear and affirm the testimony you are about to give will be the truth, the whole truth and nothing but the truth?

**HOW WOULD YOU LIKE TO  
PARTICIPATE?**

I would like the city to read my comments below

**COMMENTS TO BE READ INTO RECORD**

I have been a employee of the Lords Place for over 10 years and over that time i have seen this agency help the less fortunate. This is a big need in this community and every community in palm beach county. This Board needs to show what The Lords Place shows everyday for the less fortunate that is COMPASSION!!!! and allow the construction of this building

July 30, 2021

Planning & Zoning Board  
1900 2nd Avenue North  
Lake Worth Beach, FL 33460

Dear Members of the Planning and Zoning Board,

I'm writing in support of The Lord's Place Burckle Place 3 project, which will provide a beautiful addition to our community and a needed place for women to call home. This multi-family home will house 21 women working toward their independence and who have already successfully graduated from The Lord's Place other programs. The building provides a safe, supportive place to call home and provides a family-like central "living room" that allows the program's intergenerational nature to operate. Half of the women will be 50 and over, and the other half will be between 18 and 30 years old.

There has been opposition to the project for a few reasons, which The Lord's Place has successfully addressed, including what the building will look like from Federal Highway, the size of the units, where the parking is located, and the number of parking spots. As a resident of Lake Worth Beach, this is all I could ask of a good neighbor.

The women who live at the other Burckle Place homes in our city are contributing members of our community. The buildings are beautifully maintained and a credit to Lake Worth Beach. The new Burckle Place 3 will also be a positive addition to our City, and I encourage you to support this project's approval.

Sincerely,

A handwritten signature in cursive script that reads "Penny Darling".

Penny Darling  
1701 North D St  
Lake Worth Beach, FL 33460

7/30/21

Planning & Zoning Board  
1900 2nd Avenue North  
Lake Worth Beach, FL 33460

Dear Members of the Planning and Zoning Board,

As a 19 year resident of Lake Worth Beach and someone who has volunteered at Burckle Place over the years I would like to express my fervent support for The Lord's Place Burckle Place 3 project. Not only does The Lord's Place have a reputation in our county for being a leader in the efforts to address the needs of unhoused members of our community, but they also provide stellar services and are a benefit to the community as a whole. The Burckle Place project specifically has not only helped many women transition from extreme housing crisis to housing stability, but has also been a wonderful neighbor where the other programs are located.

I understand there is opposition to this project from those who have expressed concern that this project, which serves community members in need, perhaps couched in a concern around parking or some other reason, should not be permitted to proceed. The Lord's Place as a responsive and responsible neighbor and organization in our county has adequately addressed the concerns that were raised. My understanding is that they have made clear what it would look like from Federal Highway, the dimensions of the units, and the location and the number of the parking spots.

As a city we are responsible to look out for all members of our community. It is clear that Lake Worth Beach has a growing number of folks who are experiencing houselessness, and while this is not unique to Lake Worth Beach we are in the unique position to be part of the solution rather than simply acknowledging we have rising numbers but then saying "Not in my backyard" when presented with an opportunity to address the problem. I want to emphasize the fact that the existing Burckle Place programs are beautifully maintained homes with women who are a great benefit to their community. We not only owe it to those who will be participating in the Burckle Place 3 program in the future, but also to our city to demonstrate that we are a city that embraces equity and inclusion and doesn't participate in housing discrimination. The new Burckle Place 3 will be a positive addition to our city, and I encourage you to support this project's approval.

Sincerely,

Noam Brown  
1701 N D St.  
Lake Worth Beach

August 2, 2021

Planning & Zoning Board  
1900 2nd Avenue North  
Lake Worth Beach, FL 33460

Dear Members of the Planning and Zoning Board,

I'm writing in support of The Lord's Place Burckle Place 3 project, which will provide a beautiful addition to our community and a needed place for women to call home. This multi-family home will house 21 women working toward their independence and who have already successfully graduated from The Lord's Place other programs. The building provides a safe, supportive place to call home and provides a family-like central "living room" that allows the program's intergenerational nature to operate. Half of the women will be 50 and over, and the other half will be between 18 and 30 years old.

There has been opposition to the project for a few reasons, which The Lord's Place has successfully addressed, including what the building will look like from Federal Highway, the size of the units, where the parking is located, and the number of parking spots. As a resident of Lake Worth Beach, this is all I could ask of a good neighbor.

The women who live at the other Burckle Place homes in our city are contributing members of our community. The buildings are beautifully maintained and a credit to Lake Worth Beach. The new Burckle Place 3 will also be a positive addition to our City, and I encourage you to support this project's approval.

Sincerely,

Jill Lavetsky  
520 North D Street  
Lake Worth Beach, FL 33460

**From:** [christa hauss](#)  
**To:** [Planning and Zoning](#)  
**Subject:** Burckle Place III  
**Date:** Friday, July 30, 2021 2:18:02 PM

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**Caution:** *This is an external email. Do not click links or open attachments from unknown or unverified sources.*

---

July 30, 2021

To the Planning and Zoning Board,

I urge the Board to deny the variance the Burckle Place III project is seeking to reduce the per unit Living Area.

The Regulations included in the Zoning Designation of MU-FH intend for "low density multi-family uses". The applicant has reduced the per unit living area by approximately 30% and thus can no longer claim a "low density" use. Instead they now have less than 600 sf. for three bedrooms. Justification for the large reduction of living area per unit is the claim that "the facility anticipates residents to spend the majority of their time outside of their units". The applicant offers no explanation of the crowded consequences which will occur should the occupants stay within their units. The availability of "common areas" does not compel their use nor offer any relief from the overcrowded personal living areas.

Should the Board accept the reasoning that per unit minimum living area can be waived because the developer believes that the units will be unoccupied "the majority" of the time, then the entire Zoning Regulation addressing minimum living area is without validity. Ultimately the applicant shows no vehicle for enforcing its claim that the "residents spend the majority of their time outside their units". Should this claim impress the Board, I believe that any future applicant could challenge any square foot requirement just by asserting that the occupants are working away from home during the day, or will probably be at the pool or gym. Common space is no substitute for private living area.

Thank you,

John Wright  
112 S. J St.  
Lake Worth, FL 33460  
[812hauss@gmail.com](mailto:812hauss@gmail.com)  
443-480-1102

Shauna Coolican  
1629 S Lakeside Drive  
Lake Worth Beach FL 33460

2 June 2021

Herman Robinson, District 4  
7 North Dixie Highway  
Lake Worth beach FL 33460

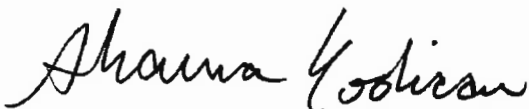
Dear Herman

I recently became aware of the proposed Burckle Place 3 project to be built by The Lord's Place, just north of the New Sun Gate "Motel of the Stars" on Federal Highway. I was pleased to hear that this will not be an emergency shelter, but supervised, phased, housing for women transitioning back to independent living.

I live in South Palm Park, near the proposed project, so I contacted The Lord's Place to find out more about it. I was glad to hear that residents will be women only, no children, and that half will be over 55 years-old, which will enhance stability. Those of us living south of 6<sup>th</sup> Avenue South are familiar with the domestic dramas that often play-out in the parking lots of the budget motels along Federal.

I understand that The Lord's Place will also be paying much needed property taxes to the City of Lake Worth Beach. The property will be fenced and landscaped to maintain a low profile. This project is preferable to maintaining another vacant lot along Federal Highway. I support the Burckle Place 3 project.

Amiably,



Shauna Coolican

CC: Planning & Zoning



July 31, 2021

Planning & Zoning Board

1900 2nd Avenue North  
Lake Worth Beach, FL 33460

Dear Members of the Planning and Zoning Board,

As a former volunteer at Burckle Place I'm writing in support of The Lord's Place Burckle Place 3 project, which will provide a beautiful addition to our community and a needed place for women to call home.

During the many months that I volunteered as a Massage Therapist at Burckle Place, I experienced firsthand how Burckle Place helped many women to turn their lives around and to have another chance for a productive life with dignity and quality. I realized that many of these brave ladies were people like any of us, but through life circumstances - often health related - they had not only lost their income but also their home and their place in society. I strongly believe that a Project like Burckle Place 3 deserves the support of our community.

Burckle Place 3 will be a multi-family home and will house 21 women working toward their independence and who have already successfully graduated from The Lord's Place other programs. The building provides a safe, supportive place to call home and provides a family-like central "living room" that allows the program's intergenerational nature to operate. Half of the women will be 50 and over, and the other half will be between 18 and 30 years old.

There has been opposition to the project for a few reasons, which The Lord's Place has successfully addressed, including what the building will look like from Federal Highway, the size of the units, where the parking is located, and the number of parking spots. As a resident of Lake Worth Beach, this is all I could ask of a good neighbor.

The women who live at the other Burckle Place homes in our city are contributing members of our community. The buildings are beautifully maintained and a credit to Lake Worth Beach. The new Burckle Place 3 will also be a positive addition to our city, and I encourage you to support this project's approval.

Sincerely,

Sibyll Hoch

Dear P&Z Board, Madam Mayor, Commissioners and staff:

As a long time resident of South Palm Park neighborhood, I would like to go on record as supporting the proposed new Burckle Place proposal for Federal Hwy. From conversations with neighbors, it appears that concerns about this project arise mainly due to blending the negative impact of some of the less well managed "sober homes" on Federal with the The Lord's Place, operators of two Burckle facilities in our City. TLP is a long time good neighbor and can be counted on to properly vet their residents (who will be women), and run a quality operation that will have a positive impact on the redevelopment of Federal Hwy, SPPNA and our City as a whole. See below for further details.

Thanks for your consideration of this worthy project,  
Ted Brownstein  
1016 S Lakeside Drive

For your consideration.....

August 4, 2021

To: Planning and Zoning board

RE: Burkel house application

Dear Board,

Let me begin by thanking each and every one of you for your service to the city. It is time consuming and often thankless. But so important.

I am not able to join you tonight, but wanted to give you my input on this project. (I will try to listen via zoom tonight.)

Please support and approve this project. I have visited the original Burkle place on South J Street, which has been in existence for quite some time. I met and spoke with the residents; their commitment to the program was impressive and heartwarming.

In that instance they took a derelict building which had been a problem in my neighborhood for many years, improved it and have maintained it immaculately for years.

I am also very impressed by the fact that the Lord's Place holds the philosophy of paying their way in our city; they could avoid the ad valorem taxes, and yet they choose to pay them.

They have responded to your comments regarding parking in front, for example. As to your suggestion that they go to two floors, as a senior citizen with multiple joint replacements and orthopedic issues, I understand how just even one flight of stairs can be formidable.

Please consider approving this most valuable project.

Thank you,

Very truly yours,

Betty Resch



# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** October 5, 2021

**DEPARTMENT:** Community Sustainability

**TITLE:**

Ordinance No. 2021-13 and Ordinance No. 2021-14 – First Reading – amending the Future Land Use Map (FLUM) amendment (Ordinance 2021-13) and the Zoning Map (Ordinance 2021-14) on behalf of the PBC School District as follows: (1) a FLUM amendment from the Single Family Residential (SFR) FLU to the Public (P) FLU; and (2) a rezoning from the Single-Family Residential (SF-R) zoning district to the Public (P) zoning district on properties located at 1509 Barton Road, 1511 Barton Road, 1515 Barton Road, and 1421 Barton Road

**SUMMARY:**

The proposed City-initiated FLUM amendment would amend the FLU designation for approximately 3.71 acres (4 subject properties) from the Single Family Residential (SFR) FLU to the Public (P) FLU. The proposed concurrent rezoning request would amend the zoning district on the subject properties from the Single-Family Residential (SF-R) district to the Public (P) district. The proposed map amendments would recognize the existing educational uses and to provide for greater flexibility with regards to future educational use of the site.

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 transmitted to the Florida Department of Economic Opportunity (DEO) upon adoption and become effective 31 days after adoption if not challenged within 30 days.

**BACKGROUND AND JUSTIFICATION:**

The proposed FLUM and Zoning Map amendments are for property owned by the School District of Palm Beach County that were previously used as an alternative school from 2006 until 2020 called the South Intensive Transition School. The site is proposed to be used as the headquarters for the Education Foundation as well as provide a training facility and a Red Apple supply site that furnishes teachers with needed educational materials. Uses at the site would include educational training, office, and the storage of educational materials.

The staff report was prepared in accordance with the requirements of Chapter 163 of the Florida Statutes, and provides the required, relevant and appropriate data based the City's community goals and vision and consistency with level of service requirements. The amendment is supported by and is consistent with the City's Comprehensive Plan, the Land Development Regulations, and Strategic Plan as described in the data and analysis contained in the attached advisory board staff report.

The Planning & Zoning Board (PZB) unanimously voted to recommend approval of the proposed future land use map amendment to the City Commission at their September 1, 2021 meeting.

**MOTION:**

Move to approve/disapprove Ordinance 2021-13 and Ordinance 2021-14 on first reading and schedule the ordinances for second reading and public hearing on November 2, 2021.

**ATTACHMENT(S):**

Ordinance 2021-13

Ordinance 2021-14

Combined PZB Staff Report FLU & Rezoning

**ORDINANCE NO. 2021-13 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 SINGLE FAMILY RESIDENTIAL (SFR) TO THE PUBLIC (P) FLU DESIGNATION ON PROPERTIES GENERALLY LOCATED AT THE NORTHWEST CORNER OF BARTON ROAD AND 16<sup>TH</sup> AVE SOUTH AT 1509 BARTON ROAD, 1511 BARTON ROAD, 1515 BARTON ROAD, AND 1421 BARTON ROAD AND MORE FULLY 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 City-initiated request for the four (4) properties on behalf of the Palm Beach County School District 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 Single Family Residential (SFR) to a City future land use designation of Public (P); and

WHEREAS, on September 1, 2021, 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 Public (P) 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 \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and upon being put to a vote, the vote was as follows:

Mayor Betty Resch  
Vice Mayor Herman Robinson  
Commissioner Sarah Malega  
Commissioner Christopher McVoy  
Commissioner Kimberly Stokes

The Mayor thereupon declared this ordinance duly passed on first reading on the 5<sup>th</sup> of October, 2021.

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 Herman Robinson  
Commissioner Sarah Malega  
Commissioner Christopher McVoy  
Commissioner Kimberly Stokes

The Mayor thereupon declared this ordinance duly passed on the \_\_\_ day  
of \_\_\_\_\_, 2021.

LAKE WORTH BEACH CITY COMMISSION

By: \_\_\_\_\_  
Betty Resch, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Ann Coyne, City Clerk





## Exhibit A Property Location

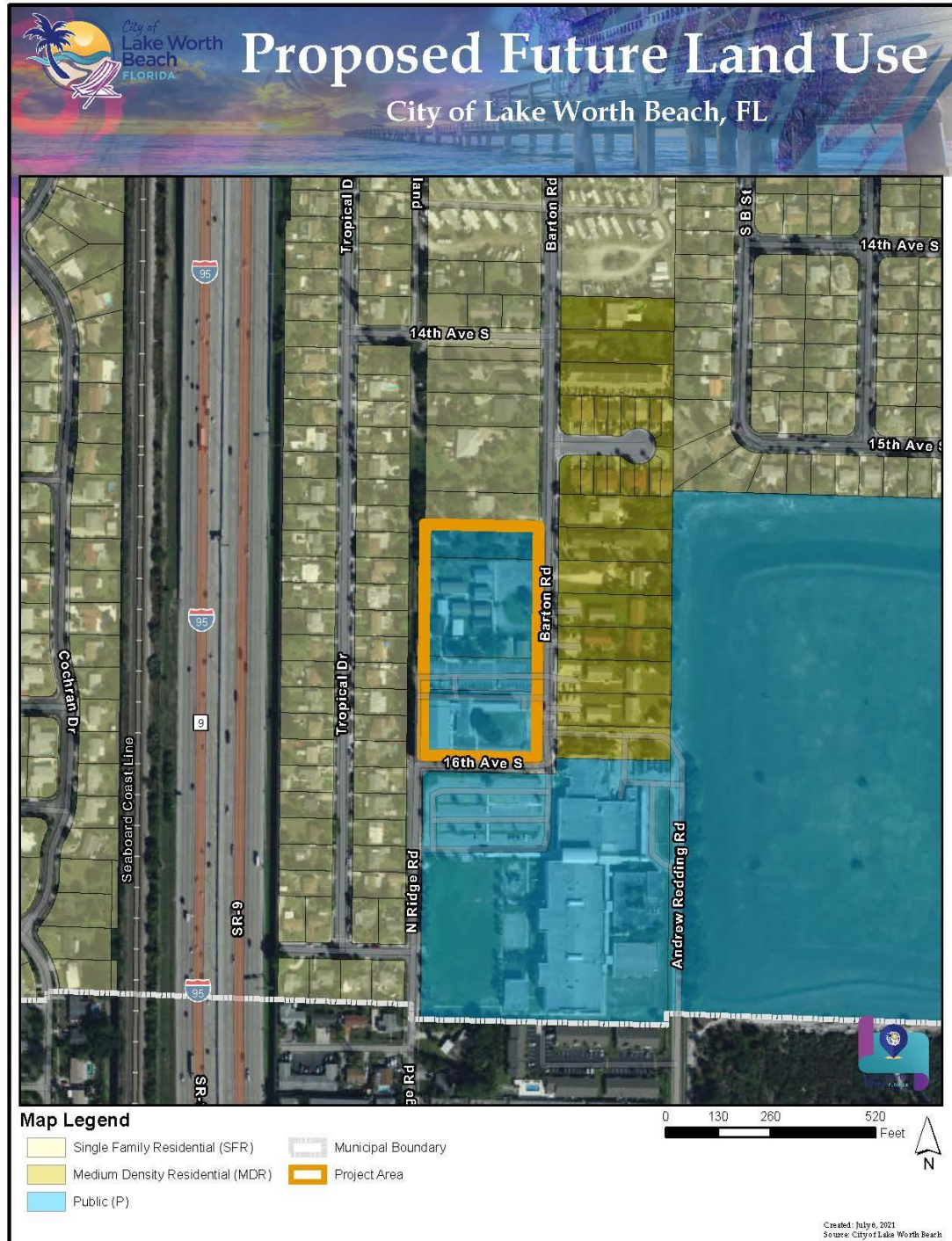
The subject four (4) parcels are generally located at the northwest corner of Barton Road and 16<sup>th</sup> Avenue South (1509 Barton Road, 1511 Barton Road, 1515 Barton Road, AND 1421 Barton Road) as depicted in the map below and include the following property control numbers: 38-43-44-33-13-010-0020, 38-43-44-33-13-010-0030, 38-43-44-33-13-011-0020, and 38-43-44-33-13-011-0040





## Exhibit B

### Future Land Use Map (FLUM) Amendment From: Single Family Residential (SFR) To: Public (P) Future Land Use Designation



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**ORDINANCE NO. 2021-14 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING THE CITY’S OFFICIAL ZONING MAP FROM THE ZONING DISTRICT OF SINGLE FAMILY – RESIDENTIAL (SF-R) TO PUBLIC (P) ON PROPERTIES GENERALLY LOCATED AT THE NORTHWEST CORNER OF BARTON ROAD AND 16TH AVE SOUTH AT 1509 BARTON ROAD, 1511 BARTON ROAD, 1515 BARTON ROAD, AND 1421 BARTON ROAD, 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 City-initiated request for a zoning map amendment to change the zoning district of the properties 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 properties described below from Single Family – Residential (SF-R) to Public (P), pursuant to the City of Lake Worth Beach Land Development Regulations and Comprehensive Plan; and

WHEREAS, on September 1, 2020, 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 P future land use;

WHEREAS, on September 1, 2020, 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.

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

50  
51 Section 1. The foregoing recitals are hereby affirmed and ratified.

52  
53 Section 2. The parcel of land more particularly described in **Exhibit A** is hereby  
54 designated Public (P) on the City's Official Zoning Map.

55  
56 Section 3. The City's zoning maps shall be updated to reflect the changes to the  
57 property described in **Exhibit B**.

58  
59 Section 4. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict  
60 herewith are hereby repealed to the extent of such conflict.

61  
62 Section 5. Severability. If any provision of this ordinance or the application thereof is  
63 held invalid by a court of competent jurisdiction, the invalidity shall not affect other  
64 provisions of the ordinance which can be given effect without the invalid provision or  
65 application, and to this end the provisions of this ordinance are declared severable.

66  
67 Section 6. Effective Date. This ordinance shall become effective upon the same day  
68 as the concurrent Future Land Use Map amendment (Ordinance 2021-13). Per Florida  
69 Statute 163.3187. The Future Land Use Map amendment (Ordinance 2021-13) shall be  
70 effective 31 days after adoption provided there is no challenge.

71  
72 The passage of this ordinance on first reading was moved by \_\_\_\_\_,  
73 seconded by \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

- 74  
75 Mayor Betty Resch  
76 Vice Mayor Herman Robinson  
77 Commissioner Sarah Malega  
78 Commissioner Christopher McVoy  
79 Commissioner Kimberly Stokes

80  
81 The Mayor thereupon declared this ordinance duly passed on first reading on the  
82 \_\_\_\_ day of October, 2021.

83  
84 The passage of this ordinance on second reading was moved by  
85 \_\_\_\_\_, seconded by \_\_\_\_\_, and upon being put to a vote,  
86 the vote was as follows:

- 87  
88 Mayor Betty Resch  
89 Vice Mayor Herman Robinson  
90 Commissioner Sarah Malega  
91 Commissioner Christopher McVoy  
92 Commissioner Kimberly Stokes

93  
94

95           The Mayor thereupon declared this ordinance duly passed on the \_\_\_\_\_ day  
96 of \_\_\_\_\_, 2021.

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98

LAKE WORTH BEACH CITY COMMISSION

99

100

101

By: \_\_\_\_\_

102

Betty Resch, Mayor

103

104 ATTEST:

105

106

107

108 \_\_\_\_\_  
Melissa Ann Coyne, City Clerk





## Exhibit A

### DEPARTMENT FOR COMMUNITY SUSTAINABILITY, PLANNING, ZONING AND HISTORIC PRESERVATION DIVISION

#### PROPERTY DESCRIPTION FOR PZB CASE No. 20-01400036

109 The subject site is a vacant 0.53 acre sit comprised of two parcels. The site is located at 825 & 827 South Federal  
 110 Highway on the west side of South Federal Highway and includes the northern 20 ft of the abandoned 9<sup>th</sup> Avenue South  
 111 right-of-way adjacent and south of 827 South Federal Highway.

<b>Applicant</b>	Cotleur & Hearing on behalf of The Lord's Place, Inc.
<b>Owner</b>	Lords Place Inc.
<b>General Location</b>	Northwest corner of South Federal Highway and 9 <sup>th</sup> Avenue South
<b>Existing PCN Numbers</b>	38-43-44-27-01-021-0140; 38-43-44-27-01-021-0160
<b>Existing Land Use</b>	Vacant
<b>Zoning</b>	Mixed Use – Federal Highway (MU-FH)
<b>Future Land Use Designation</b>	Mixed Use – East (MU-E)



## Exhibit B

### DEVELOPMENT STANDARDS FOR PZB CASE No. 20-01400036 (Ordinance 2021-16)

Development Standard		Base Zoning District	Residential Urban Planned Development with Sustainable Bonus Incentive Program (SBIP)	Proposed
Min. Lot Size in square feet (sf)		5,000 sf	Greater or equal to 21,780 sf (0.5 acres)	22,950 sf (0.52 acres)
Min. Lot Width		50 ft.	50 ft.	170 ft.
Min. Setbacks	Front	10 ft.	10 ft.	10 ft.
	Rear	13.5 ft.	15 ft.	14 ft.
	Street Side	10 ft.	10 ft.	20 ft.
	Interior Side	10 ft.	10 ft.	53 ft.
Max. Impermeable Surface Coverage		55%	55%	50.68%
Max. Structure Coverage		45%	45%	33.3%
Min. Pervious Landscaped Area in Front Yard		900 sf.	900 sf.	1,121 sf.
Min. Living Area for a Three-Bedroom Unit		900 sf.	900 sf.	<b>636 sf. per unit*</b>
Parking Spaces		14 spaces	14 spaces	14 spaces (13 spaces + 4 bike rack spaces)
Max. Density		20 du/acre or 10 units	25 du/acre or 13 units	14 du/acre or 7 units

Development Standard	Base Zoning District	Residential Urban Planned Development with Sustainable Bonus Incentive Program (SBIP)	Proposed
Max. Building Height	30 ft.	43.75 feet	19 ft.8 in. to the average height between the eave and ridge  21'2" to the top of the ridge
Floor Area Ratio (FAR) Limitations	0.6	1.2	0.33
<p><i>* Request to relax these items is addressed as part of the Residential Urban Planned Development analysis.</i></p>			

113

## Exhibit C

### DEPARTMENT FOR COMMUNITY SUSTAINABILITY, PLANNING, ZONING AND HISTORIC PRESERVATION DIVISION CONDITIONS OF APPROVAL FOR PZB CASE No. 20-01400036

114 **Electric Utilities:**

- 115 1. Prior to the issuance of a Certificate of Occupancy, the following actions shall be completed:
- 116 a. Provide electrical plans and ensure the plans include the electrical riser diagram.
- 117 b. Indicate the voltage the project requires and whether a three-phase or single-phases is
- 118 needed.
- 119
- 120 2. The electrical services for the proposed building will come from the rear alley.
- 121
- 122 3. If the customer is wanting the service to be fed by a padmount transformer, the City will need a
- 123 10-ft-wide utility easement for the padmount transformer location and the electrical line that will
- 124 be run from the new pole to the padmount transformer. A padmount transformer will need 8-ft
- 125 minimum clearance in front of it and 3-ft minimum clearance on the sides and rear of it, including
- 126 any landscaping. The customer will be responsible for installing any electrical conduit needed by
- 127 Lake Worth Beach and at the proper depths.
- 128
- 129 4. If the electric service will only need one meter, and if this service is larger than 320 amps, the
- 130 electric service will need to be run through a CT Cabinet and be CT-metered.

131

132 **Planning and Zoning:**

- 133 1. Per LDR Section 23.6-1(c)(3)(h), all ground level mechanical equipment shall be screened with
- 134 shrub hedging or opaque fencing or walls, regardless whether it is visible from the street.
- 135
- 136 2. While the building and mechanical equipment may be located in the 20-foot abandoned ROW
- 137 area, they shall not be located within utility easement. If an easement is required, an updated
- 138 survey shall be submitted prior to the issuance of a building permit and reflect the easement and
- 139 the right of way abandonment.
- 140
- 141 3. A Declaration of Unity of Title shall be required combining all properties prior to issuance of a
- 142 building permit.
- 143
- 144 4. All lighting shall be shielded (full cut-off) so as to not trespass upon neighboring residential
- 145 properties or districts in excess of 12.57 lumens when measured from the property line and shall
- 146 comply with lighting code regulations in [LDR Section 23.4-3](#). LED lighting shall have a warm tone
- 147 of 2700K or less and light fixtures shall be consistent with the architectural style of the building.
- 148 Manufacturing cut-sheets for proposed fixtures and sconces in compliance with this condition
- 149 shall be provided prior to issuance.
- 150
- 151 5. Prior to the issuance of a building permit, submit the manufacturing details of the pervious
- 152 parking pavers. The details shall include the pavers' percolation rate which shall be at least 50%
- 153 relative to the ground percolation rate. a paver maintenance plan to ensure that it will maintain
- 154 its permeability over time.

- 155 6. All proposed signage shall be applied for on a city building permit and shall comply with the sign  
156 code, LDR Section 23.5-1.  
157
- 158 7. The architectural plans shall be revised to depict the total length of the east elevation and the  
159 measurements for each opening prior to first reading by the City Commission.  
160
- 161 8. Florida Green Building certification shall be obtained prior to the issuance of a Certificate of  
162 Occupancy.  
163
- 164 9. The minimum living area requirement in Section 23.3-20(c)(4)(B)(4) shall be met through the  
165 provision of a minimum unit size of 636 sf per 3-bedroom unit, as proposed, and the equivalent  
166 indoor common space area that is accessible to residents for a total of 900 sf per each 3-bedroom  
167 unit. Should the Lord's Place cease operations at this facility, then the residential units shall be  
168 modified to comply with the minimum unit size.  
169

170 **Public Works:**

- 171 1. Prior to the issuance of a building permit, the following actions shall be completed:  
172 a. Permits from the Lake Worth Drainage (LWDD) District's Engineering Department and the  
173 South Florida Water Management District's (SFWMD) Engineering Department shall be  
174 obtained, if necessary, and furnish to the City.  
175 b. An Erosion Control plan shall be submitted and indicate the BMP's and NPDES compliance  
176 practices.  
177
- 178 2. Prior to the issuance of a Certificate of Occupancy, the following actions shall be completed:  
179 a. The entire surrounding off-site infrastructure inclusive of the roadway, sidewalk, curbing,  
180 stormwater system piping and structures, valve boxes, manholes, landscaping, striping,  
181 signage, and other improvements shall be restored to the same or better condition as  
182 prior to construction.  
183 b. All disturbed areas shall be fine graded and sodded with Bahia sod.  
184 c. Broom sweep all areas of the affected right of way and remove of all silt and debris  
185 collected as a result of construction activity.  
186 d. Restore the right of way to a like or better condition. Any damage to pavement, curbing,  
187 striping, sidewalks or other areas shall be restored in kind.  
188 e. These conditions of approval shall be satisfied under jurisdiction of the Dept. of Public  
189 Works.  
190
- 191 3. The issuance of any permits shall comply with all provisions of the Lake Worth Municipal Code  
192 and all other applicable standards including but not limited to the Florida Department of  
193 Transportation (FDOT), Manual on Uniform Traffic Control Devices (MUTCD), and City of Lake  
194 Worth Public Works Construction Standards and Policy and Procedure Manual.  
195
- 196 4. Prior to performing work in the right of way, the issuance a "Right of Way/Utility Permit" is  
197 required for the scope of work being performed.

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**Utilities Water & Sewer:**

1. Prior to the issuance of a building permit, the following actions shall be completed:
  - b. Obtain approval from FDOT on Access Management for driveway cuts.
  - a. Submit proof of approval from the Florida Department of Transportation (FDOT) on access management for driveway cuts.
  - b. Prepare a sketch and legal descriptions for the easement over the fire hydrant. There are two sketch and legal descriptions anticipated since the fire hydrant will be centered over what will now be the property lines.
  - c. An Erosion Control plan and with the BMPs and NPDES compliance practices shall be provided for the project site.
  - d. Reserved capacity fees for water and sewer shall be paid in full in accordance with the current City Ordinance.

## PLANNING AND ZONING BOARD REPORT

**PZB/HRPB 21-00300001 & 21-01300001**: City-initiated small-scale Future Land Use Map (FLUM) amendment and Zoning Map amendment (rezoning) on behalf of the PBC School District requesting:

- a FLUM amendment from the Single Family Residential (SFR) FLU to the Public (P) FLU, and
- a rezoning from the Single-Family Residential (SF-R) zoning district to the Public (P) zoning district on properties located at 1509 Barton Road, 1511 Barton Road, 1515 Barton Road, and 1421 Barton Road.

**Transmittal Date:** August 25, 2021

**Meeting Date:** September 1, 2021

**Property Owner:** School Board of Palm Beach County

**Address:** 1421 Barton Road, 1515 Barton Road, 1511 Barton Road, & 1509 Barton Road

**PCN:** 38-43-44-33-13-010-0020, 38-43-44-33-13-010-0030, 38-43-44-33-13-011-0020, and 38-43-44-33-13-011-0040

**Size:** 3.71 acres

**General Location** Northwest corner of Barton Road and 16th Ave South (aka Barton Rd), west of Tropical Drive, south of 14th Ave South, north of Barton Elementary School

**Existing Land Use:** Public School and Educational Uses

**Current Future Land Use Designation:** Single Family Residential (SFR)

**Proposed Future Land Use Designation:** Public (P)

**Current Zoning District:** Single Family Residential (SF-R)

**Proposed Concurrent Zoning District:** Public (P)



## 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. Therefore, staff recommends that the Planning and Zoning Board recommend to the City Commission to adopt the proposed small scale FLUM amendment (**PZB/HRPB 21-00300001**).

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 (**PZB/HRPB 21-01300001**).

## PROJECT DESCRIPTION

The proposed City-initiated FLUM amendment would amend the FLU designation for approximately 3.71 acres (4 subject properties) from the Single Family Residential (SFR) FLU to the Public (P) FLU. The proposed concurrent rezoning request would amend the zoning district on the subject properties from the Single-Family Residential (SF-R) district to the Public (P) district. The proposed map amendments would recognize the existing educational uses and to provide for greater flexibility with regards to future educational use of the site. 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 the City's community goals and vision and consistency with 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 the 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 letters of support or opposition for this application.

## BACKGROUND

The proposed FLUM and Zoning Map amendments include four (4) parcels owned by the School District of Palm Beach County that were used as a school, and are proposed to be used for educational training, office and storage of educational materials. Three of the subject parcels were acquired by the School District of Palm Beach County in 1996, with the northernmost parcel (38-43-44-33-13-010-0020) purchased in 2005. Most of the site was used for the South Intensive Transition School from 2006 until 2020. The alternative school served students in grades 6 through 12 with focused educational programs to help foster academic success. The school has since moved to a new location in Boynton Beach.



The subject properties will be utilized as the headquarters for the Education Foundation as well as provide a training facility and a Red Apple supply site that furnishes teachers with needed educational materials. The following describes the Foundation in more detail and is from the Education Foundation website:

"Established in 1984 by Palm Beach County business leaders, the Education Foundation serves as the philanthropic support organization for K-12 public education and partners closely with the School District of Palm Beach County and the greater business and charitable community to fund programs that close achievement gaps in learning and that create positive, measurable change for students. This is accomplished by using the funding to provide innovative classroom grants as well as providing quality professional development to foster excellence in teaching.

Through a unique matching grant program, the Education Foundation works with corporate and private investors to fund innovative projects and curriculum that improve literacy and grade-level performance, increase graduation rates, support STEM and career academies and target support to low-performing students and schools.

Children succeed in school when they have all the tools, resources and support they need in order to achieve. That is why the Red Apple Supplies (RAS) program was created as a free school supply store that serves the highest-needs Title I Schools throughout Palm Beach County. RAS is the signature program of the Education Foundation. Since opening the doors to RAS only 3 years ago (in 2016), over \$1 million in free school supplies have been provided to teachers and students throughout Palm Beach County."

**FUTURE LAND USE MAP (FLUM) AMENDMENT ANALYSIS**

The proposed Public (P) FLU for the subject properties is compatible with the residential and Public FLU designations of surrounding properties. The following outlines the FLU designations for the adjacent areas:

- Future Land Use Map amendment for approximately 3.71 acres (4 properties) from Single Family Residential (SFR) to Public (P)

Subject Property FLU	Adjacent Direction	Adjacent Future Land Use	Existing Use
Single Family Residential	North	Single Family Residential	Single Family
Single Family Residential	South	Public	Barton Elementary School
Single Family Residential	East	Medium Residential	Multifamily
Single Family Residential	West	Single Family Residential	Single Family

The Public FLU designation allows for areas specifically used for public schools and, in conjunction with the implementing Public zoning district, provides for various related office and institutional uses. The amendment provides the site to be used as headquarters for the Education Foundation as well as provide training facilities and a Red Apple supply site that furnishes teachers with needed educational materials. Use of this site as described will help the City of Lake Worth Beach

achieve educational and employment goals enumerated in its Strategic Plan and is consistent with the 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 1.1.2.13: Locational Criteria for the Public and Public Recreation and Open Designations**

The Public and Public Recreation and Open Space land use designations are mapped on sites where such uses already exist. The mapping of these uses on these sites indicates that no alternative use of these sites should be established without a properly considered and enacted Future Land Use Map amendment. Public school sites have been delineated in areas proximate to residential land. Lands contiguous to school sites which are owned by the School Board, and proposed for school expansion are intended to be included in this category. The City retains the right to impose reasonable site planning standards when existing schools are proposed for expansion or new school sites are developed. Schools are allowed in all zoning districts except Industrial.

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

## 2. EDUCATION ELEMENT

**Goal 10.1: Advocate for the educational needs of the citizens of Lake Worth by fostering and further developing relationships between the City, Non-Profit partners, Colleges and Universities, Government Entities and the School District of Palm Beach County (the District).**

**OBJECTIVE 10.1.4: The City shall work to promote an approach to education that is coordinated with ancillary facilities such as: parks, libraries, recreational facilities, and Non-profit agencies.**

**Policy 10.1.4.2: The City shall encourage the location and development of facilities such as university campuses, testing centers, private educational facilities, satellite educational programs, magnet facilities, teaching universities, and technical centers that will enhance the educational opportunities in Lake Worth for children and adults alike. These public and private facilities shall be located in areas that meet the location criteria and site development conditions adopted in the Land Development Regulations.**

### 3. HOUSING AND NEIGHBORHOODS ELEMENT

Policy 3.3.1.7: Strengthen the positive attributes and distinctive character of each neighborhood to help sustain Lake Worth as a healthy, vital City.

- Strengthen the sense of place in each neighborhood with adequate and well-designed, public facilities such as libraries, schools, recreation centers, fire stations and streetscapes.
- Continue to support public art and historic preservation as a focus for neighborhood identity and pride.
- Recognize that every neighborhood has assets that identify that neighborhood and contribute to the well-being of the people who live there. Understand what those are and look for opportunities to enhance them and leverage them for neighborhood improvement. Assets include trees, large yards, schools, people and independent businesses.
- The physical layout of a neighborhood should encourage walking, bicycling and transit use, be safe, family friendly, usable by people of all ages, encourage interaction between people and be a sense of pride.
- Recognize that there are different development patterns. They have been defined generally as: urban, traditional, suburban, contemporary and rural. Each has sustainability standards that must be used.
- Accommodate the City's existing and future housing needs through maintenance of existing residential neighborhoods and the creation of new residential neighborhoods.
- Relate new buildings to the context of the neighborhood and community.
- Where a fine-grained development pattern exists, build within the existing street, block, and lot configuration of the neighborhood.

### 4. ECONOMIC DEVELOPMENT ELEMENT

Policy 11.1.7.1: The City shall encourage education and training institutions to provide education and research programs that meet the needs of targeted cluster industries, and encourage supplemental education to support existing businesses and programs to stimulate new business development.

#### Consistency with the Strategic Plan

The proposed amendments further the City's Strategic Plan that 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 I: Positioning Lake Worth Beach to be a competitive viable location of choice**

- A: Ensure effective economic development incentives and zones
- E: Provide superior public amenities and services to retain existing and entice new residents and businesses

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

- F: Collaborate with schools to foster rich, diverse and culturally enriching educational opportunities for all.

**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 Single Family Residential FLU at 7 du/acre to the proposed Public FLU at 0 du/acre resulting in a decrease of 7 du/acre. Public FLU generates less service demands than Single Family Residential FLU. Analysis of the decreased density (7 du/acre to 0 du/acre= 0 du/acre) 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. The decrease from 7 du/acre to 0 du/ac results in a decrease of facilities and services needed (at an average household size of 2.53 people per household per Comprehensive Plan Future Land Use Data and Analysis). Public FLU generates less service demands than Single Family Residential FLU. The following table provides a LOS summary.

FLUM AMENDMENT LOS SUMMARY TABLE

Type of Facility:	Existing FLU Designations: (at 7 du/acre for Single Family Residential)	Proposed FLU Designations: (at 0 du/acre for Public)
<b>Drainage</b>	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 may be required to provide drainage collection and conveyance systems to positive outfall.
<b>Potable Water</b>	105 gpcpd (gallons per capita per day).  105 gpcd x 7 du/acre x 2.53 pph =1,860 gpcpd	105 gpcd x 60 du/acre x 2.53 pph = 0 Decrease of 1,860 gpcpd  Public use generates less demand than single family residential development  The City facilities have available capacity to accommodate the decreased demand.

Type of Facility:	Existing FLU Designations: (at 7 du/acre for Single Family Residential)	Proposed FLU Designations: (at 0 du/acre for Public)
<b>Sanitary Sewer</b>	Collection and treatment of 100 gallons per capita per day at secondary treatment level, or 250 gallons per ERU per day.  $100 \text{ gpcd} \times 7 \text{ du/acre} \times 2.53 \text{ pph} = 1,771 \text{ gpcpd}$	$100 \text{ gpcd} \times 0 \text{ du/acre} \times 2.53 \text{ pph} = 0$ Decrease of 1,771 gpcpd Public use generates less demand than single family residential development The City facilities have available capacity to accommodate the decreased demand.
<b>Solid Waste</b>	Collection and disposal of 6.5 pounds of solid waste per capita per day.  $6.5 \text{ lbs/pcd} \times 7 \text{ du/acre} \times 2.53 \text{ pph} \times 365 \text{ days/year} / 2,000 = 21 \text{ Tons/year}$	Solid waste pickup will be located on the property and is substantially less than the potential impacts of residential development.  The Solid Waste Authority has available capacity to accommodate the demand of the proposed facility.
<b>Parks</b>	2.5 acres of community parks for every 1,000 persons and 2.0 acres of neighborhood parks for every 1,000 persons  $3.71 \text{ acres} \times 7 \text{ du/ac} = 26 \text{ du/ac} \times 2.53 \text{ pph/du} = 66 \text{ persons}$	$3.71 \text{ acres} \times 0 \text{ du/ac} = 0 \text{ du/ac} \times 2.53 \text{ pph/du} = 0$ Decrease of 26 du = decrease of 66 persons
<b>Schools</b>	$7 \text{ du/acre} \times 3.71 \text{ ac} = 26 \text{ du}$	$0 \text{ du/acre} \times 3.71 \text{ ac} = 0 \text{ du}$ Decrease of 26 du  School District to determine impact of decreased units; School Capacity Availability Determination
<b>Traffic</b>	$3.71 \text{ acre} \times 7 \text{ du/acre} = 26 \text{ du}$ $26 \text{ du} \times 10 \text{ daily trips} = 260$ Daily Trips LOS D * ITE 10th Edition Trip Generation Rates	Public use generates less daily trips than single family residential development LOS D Decrease of daily trips Capacity is available to accommodate the decreased demand.

**ZONING MAP AMENDMENT ANALYSIS**

**Consistency with the Comprehensive Plan and Strategic Plan**

The subject properties currently have a Future Land Use (FLU) designation of Single-Family Residential (SFR). Per **Comprehensive Plan Future Land Use Element Policy 1.1.1.2**, the SFR land use category “is intended primarily to permit development of single-family structures at a maximum of 7 dwelling units per acre.” The implementing zoning districts of the SFR FLU are Single-Family – Residential (SF-R), Mobile Home Residential (MH-7), and Neighborhood Commercial (NC). The properties’ use by the School District of Palm Beach County as an educational site with offices is not consistent with the current SF-R zoning district. The intention is to change the zoning district of the properties from SFR to Public (P) with a concurrent FLUM change from the current SFR future land use to Public (P) future land use (FLU) to better reflect the use of the site. Approval of the rezoning request would allow the School District to improve the site while being consistent with the intent of the requested zoning district and future land use designation.

Additionally, the proposed changes to the properties' Zoning District and FLU Designation is consistent with **Future Land Use Element Policy 1.1.2.13 (Locational Criteria for the Public and Public Recreation and Open Designations)** as this site is adjacent to residential uses to the north, east and west. **Future Land Use Element Goal 1.2 states:** "To strive to foster the City of Lake Worth as a livable community where live, work, play and learn become part of the daily life of residents and visitors." Approval of the rezoning request would allow for a continuation of a co-located education complex with Barton Elementary School and would be in keeping with the intent of **Goal 1.2**.

Furthermore, the **Education Element Policy 10.1.4.2** provides for encouragement of the location and development of educational facilities that will enhance the educational opportunities in Lake Worth Beach.

**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 F seeks to "Collaborate with schools to foster rich, diverse and culturally enriching educational opportunities for all". Approval of the rezoning will result in the continued educational use of the site as well as opportunities to expand in concert with the permitted uses under the Public Zoning District. These expansions will allow for more diverse programs that can be implemented on site and in keeping with the City's Strategic Plan. Additionally, the proposal, if approved, would be consistent with **Strategic Plan Pillar I. A and E** ensuring effective economic development and superior public amenities and services, and **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 reflect the current educational use of the property and allow for future educational development of the property. Although public schools are allowed, subject to conditional use approval, in both P and SFR zoning districts, there is more flexibility with the P zoning districts that would allow for accessory uses integral to the educational use (e.g. educational office and storage uses). The property is adjacent to residential uses on the north, east and west sides and would be subject to the development regulations for sites adjacent to residentially zoned lands (**Section 23.3-26.c.1-5**).

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 P zoning district would be consistent with the purpose and intent of the P 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 Public future land use (FLU) designation on the subject sites. Additionally, the existing educational uses on the site are consistent with both the P FLU designation and P 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 Public zoning district is consistent with the current and future education uses of the property by the School District of Palm Beach County. 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
Single Family Residential	North	Single Family Residential (SFR)	Single Family Residential (SF-R)	Single Family
Single Family Residential	South	Public (P)	Public (P)	Barton Elementary School
Single Family Residential	East	Medium Density Residential (MDR)	Single-Family and Two-Family Residential (SF-TF-14)	Multifamily
Single Family Residential	West	Single Family Residential (SFR)	Single Family Residential (SFR)	Single Family

**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 reflect existing educational land uses of the school and Education Foundation facilities. Further, the proposed rezoning would allow the City to benefit from increased efficiency and the proximity of educational services on already-developed land that compliments the existing school use and facilities. The uses immediately surrounding the properties are primarily single-family residential, multi-family residential, and educational. Institutional uses such as schools are considered complementary uses in function and nature to residential uses. Approval of the rezoning will allow for continuation of existing educational related land uses that are complementary to the properties’ surrounding 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:** This criterion is only applicable to requests to rezone land to a planned zoning district. As this request seeks approval to rezone the subject properties to the conventional Public zoning district and not a planned development district, this criterion does not apply. **Criterion not applicable.**

**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 Public (P) FLU for the subject properties is compatible with the residential and Public FLU designations of surrounding properties and will not affect the property values of the neighborhoods. The existing zoning district of the subject site is not reflective of the current educational use of the site. Rezoning of the subject site and the land use change to Public will be consistent with the current educational use of the site, allow for future educational modernization/expansion and be a compliment to the residential uses surrounding the property. **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 rezoning request does not include rezoning to a planned zoning district nor does it have a concurrent site plan application in review at this time. As such, this criterion is not applicable. **Criterion not applicable.**

**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 P zoning district will not result in a decrease in development intensity or of a public amenity for the neighborhood. While the P zoning district does not offer an increase in density from the SF-R zoning district, the education use is consistent with the City's goal to encourage education and training institutions to provide education and research programs and support existing businesses and programs to stimulate new business development. **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 and industrial development. Commercial and industrial uses are not permitted under the existing zoning. Therefore, the change from SF-R to P zoning district would not reduce or change the commercial and industrial development potential of the subject properties. **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 reflect the long-standing existing education use on the subject properties as a Public use. As such the proposed P rezoning is appropriate for the subject properties. **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 rezoning request does not require or include a concurrent site plan application. As such, this **criterion is not applicable.**

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 educational facilities that will enhance the educational opportunities in Lake Worth for children and adults alike.
- The amendments are consistent with the Strategic Plan's goals of collaborating with schools to foster rich, diverse and culturally enriching educational opportunities for all, and of providing superior amenities and services to retain existing and entice new residents and businesses.
- 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 21-00300001 & 21-01300001 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.

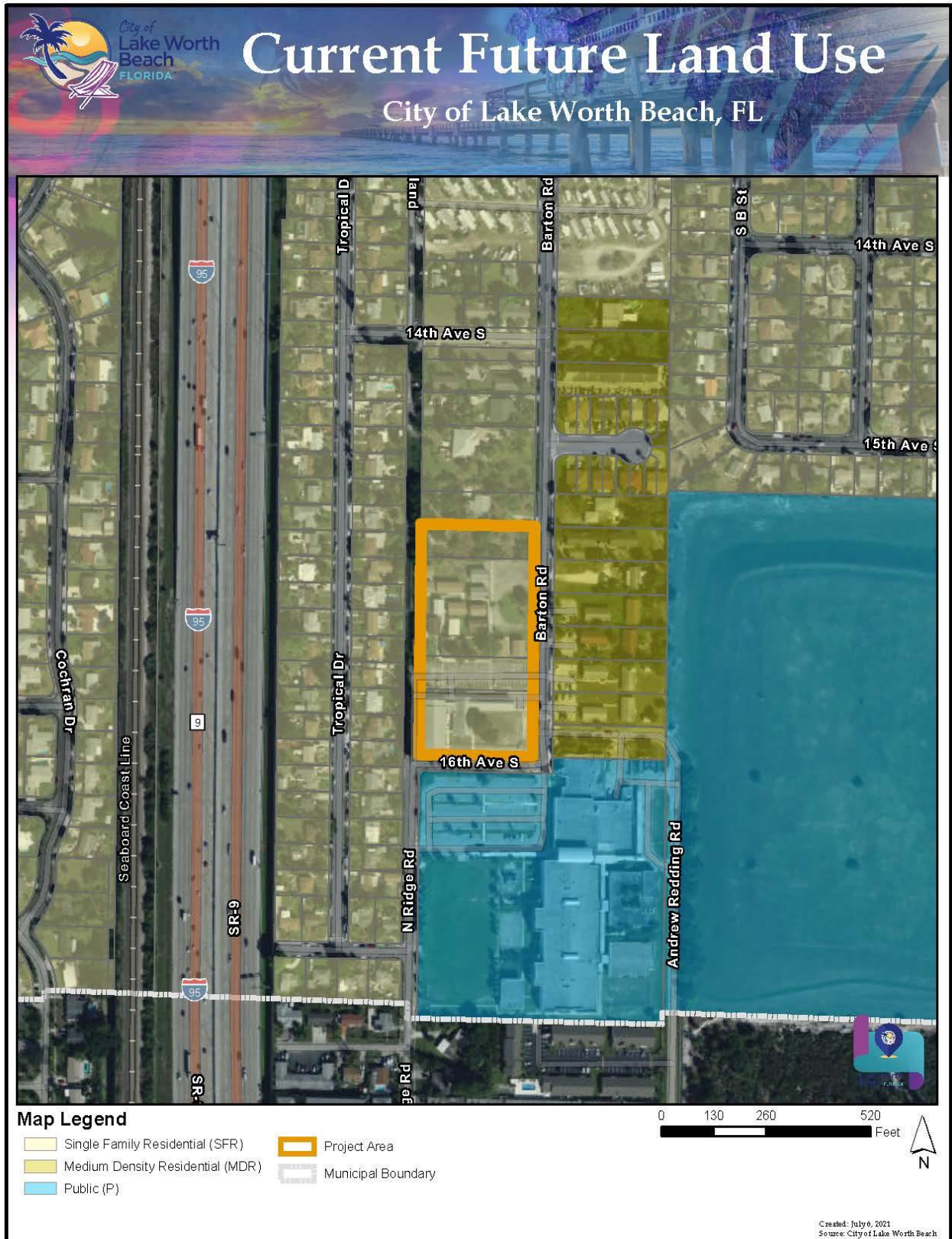
I MOVE TO NOT RECOMMEND APPROVAL OF PZB PROJECT NUMBER 21-00300001 & 21-01300001 of the proposed amendments to the Future Land Use Map and Zoning Map as the proposal is not consistent with the City's Comprehensive Plan and Strategic Plan for the following reasons [Board member please state reasons.]

**Consequent Action:** The Planning and Zoning Board will be making a recommendation to the City Commission on the FLUM and Zoning Map amendment requests.

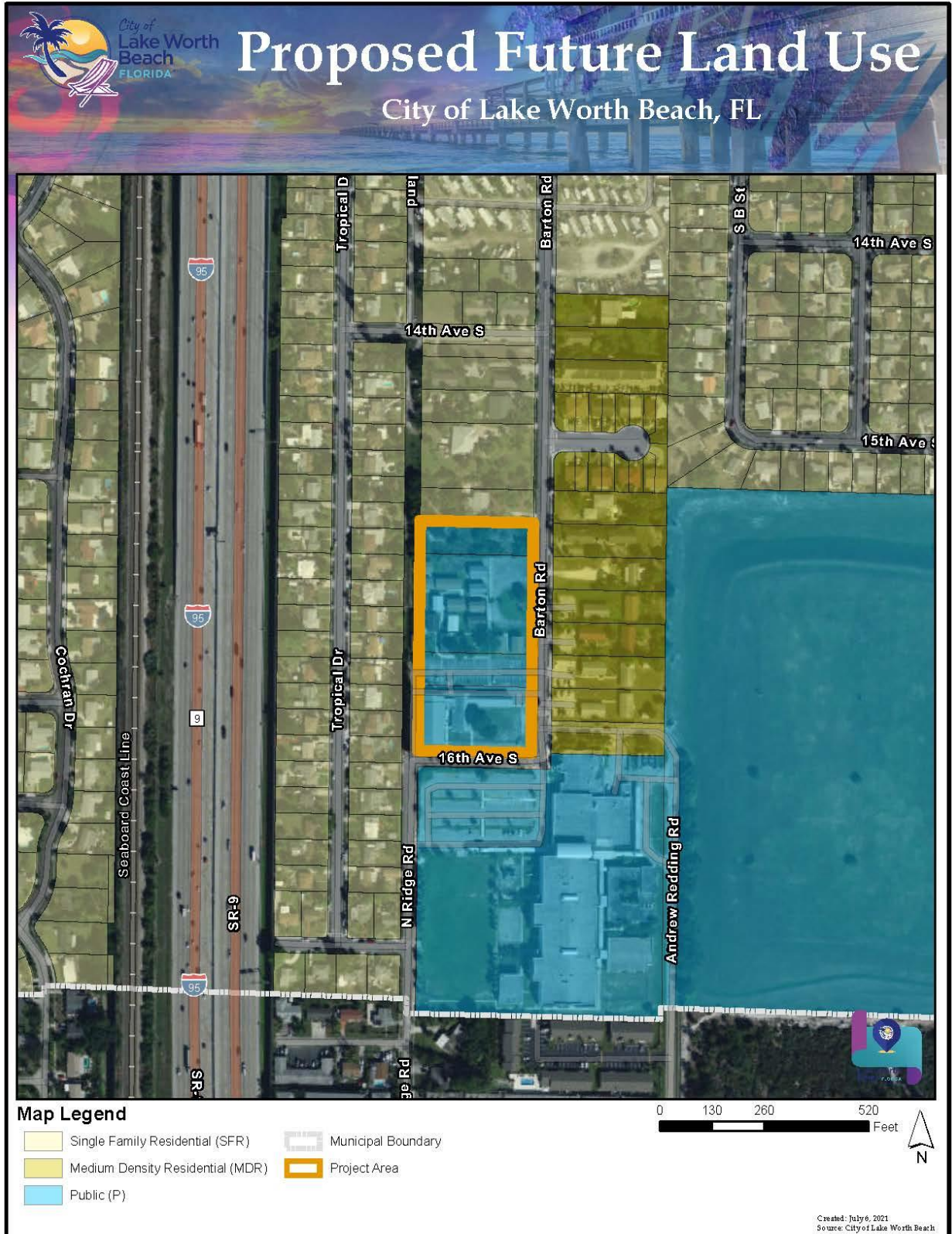
**ATTACHMENTS**

- A. Current FLU Map of property located at 1509 Barton Road, 1511 Barton Road, 1515 Barton Road, and 1421 Barton Road (PCN#s 38-43-44-33-13-011-0040, 38-43-44-33-13-011-0020, 38-43-44-33-13-010-0030 and 38-43-44-33-13-010-0020)
- B. Proposed FLU Map of property located at 1509 Barton Road, 1511 Barton Road, 1515 Barton Road, and 1421 Barton Road (PCN#s 38-43-44-33-13-011-0040, 38-43-44-33-13-011-0020, 38-43-44-33-13-010-0030 and 38-43-44-33-13-010-0020)
- C. Current Zoning Map of property located at 1509 Barton Road, 1511 Barton Road, 1515 Barton Road, and 1421 Barton Road (PCN#s 38-43-44-33-13-011-0040, 38-43-44-33-13-011-0020, 38-43-44-33-13-010-0030 and 38-43-44-33-13-010-0020)
- D. Proposed Zoning Map of property located at 1509 Barton Road, 1511 Barton Road, 1515 Barton Road, and 1421 Barton Road (PCN#s 38-43-44-33-13-011-0040, 38-43-44-33-13-011-0020, 38-43-44-33-13-010-0030 and 38-43-44-33-13-010-0020)

ATTACHMENT A  
Current FLU Map of Subject Properties



ATTACHMENT B  
Proposed FLU Map of Subject Properties



ATTACHMENT C  
CURRENT ZONING MAP



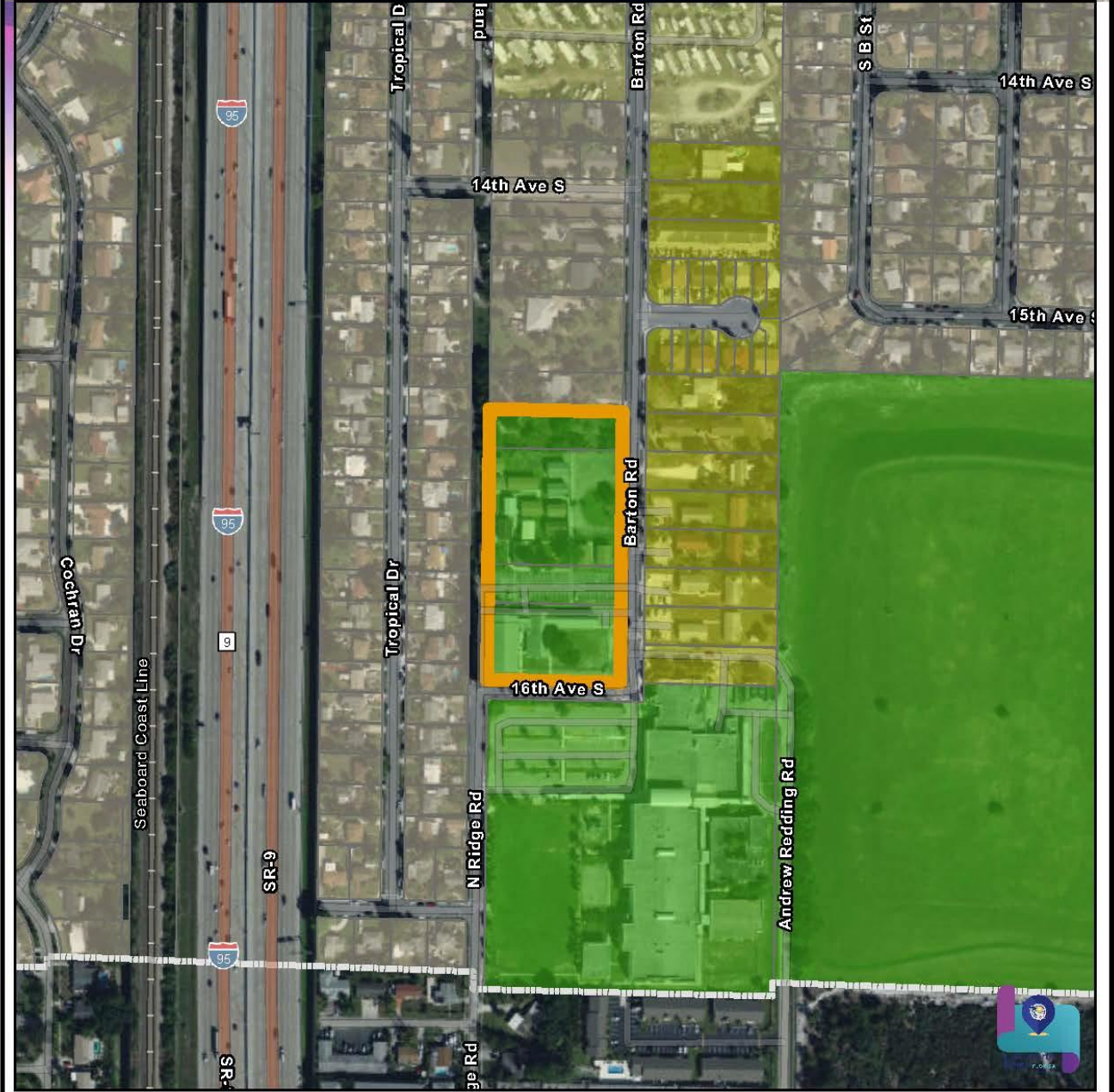
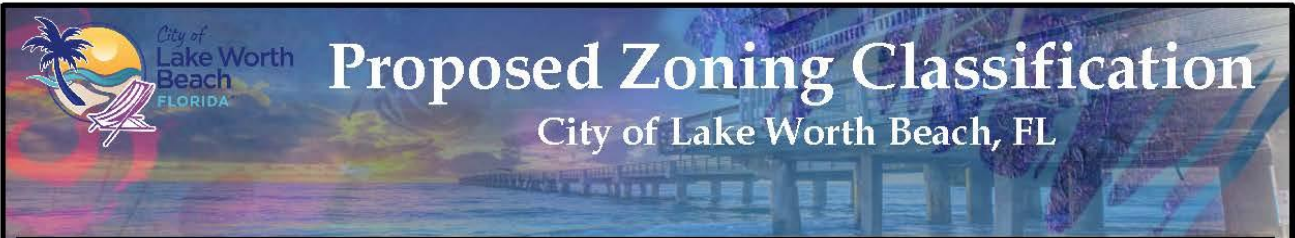
Map Legend

- Mobile Home Residential, 7 du/net acre (MH-7)
- Public (P)
- Single-Family and Two-Family Residential (SF-TF-14)
- Single Family Residential (SFR)
- Municipal Boundary
- Project Area
- Parcel Boundary

0 130 260 520 Feet

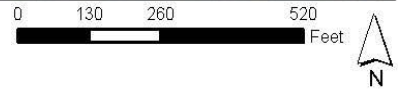


ATTACHMENT D  
 PROPOSED ZONING MAP



**Map Legend**

- Mobile Home Residential, 7 du/net acre (MH-7)
- Public (P)
- Single-Family and Two-Family Residential (SF-TF-14)
- Single Family Residential (SFR)
- Municipal Boundary
- Project Area
- Parcel Boundary



# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** September 21, 2021

**DEPARTMENT:** Water Utilities

**TITLE:**

Authorize water meter purchase with Badger Meter for the City's Water Utility Department

**SUMMARY:**

Authorization to purchase City's water meters from Badger Meter for inventory for Fiscal Year 2022 in the amount not to exceed \$120,000.00

**BACKGROUND AND JUSTIFICATION:**

The Water Utilities Department provides and installs all water meters up to 2-inch water services within the water utility service area. The City purchases water meters from Badger Meters for consistency in the system and for efficiency of operations and maintenance. Badger Meters is the sole source vendor in Florida for these meters. These new meters will enable Water Distribution staff to continue installing water meters for new construction, as well as upgrading and replacing the meters in Water Utility service area. Meters will be purchased as needed for inventory demand.

**MOTION:**

Move to approve/disapprove purchase of water meters with Badger Meters for an amount not to exceed \$120,000.00 for Fiscal Year 2022.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Badger Meter Sole Source  
2022 Annual Quote

**FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	0	0	0	0	0
Operating Expenditures	\$120,000	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	\$120,000	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

Account Number	Account Description	Project Number	Proposed FY22 Budget	Current Balance	Budget Transfer	Agenda Expenditure	Balance
402-7034-533.46-60	Water Utilities Meters/Line	N/A	\$200,000	\$200,000		\$120,000	\$80,000.00





4545 W Brown Deer Road  
PO Box 245036  
Milwaukee, Wisconsin 53224-9536  
414-355-0400 | 800-876-3837  
[www.badgermeter.com](http://www.badgermeter.com)

August 27, 2021

Chris Walker  
City of Lake Worth Beach  
1900 2<sup>nd</sup> Ave. North  
Lake Worth Beach, FL 33461

**RE: Sole Source Letter**

Dear Mr. Walker:

This correspondence confirms that Badger Meter is the sole authorized distributor of Badger Meter utility products including Recordall® water meters, and E-Series® Ultrasonic meters.

In the event you have any questions regarding this correspondence, we can be reached by telephone at 800-876-3837 ext. 16229 or via email at [bids@badgermeter.com](mailto:bids@badgermeter.com).

Sincerely,

BADGER METER, INC.

A handwritten signature in black ink, appearing to read 'Jennifer A. Awah-Manga'.

Jennifer A. Awah-Manga  
Assistant Secretary



## 2021-2022 ANNUAL QUOTATION

BM 3274015

4545 W Brown Deer Rd  
Milwaukee WI 53223  
PHONE: 800-876-3837

CREATED DATE: August 23 2021  
QUOTED BY: Angie Phillips  
REQUESTED BY: Chris Walker  
PHONE: 561-707-7401  
EMAIL: [Cwalker@lakeworthbeachfl.gov](mailto:Cwalker@lakeworthbeachfl.gov)

**BILL TO:** City of Lake Worth Beach FL  
**BILL TO PO ?**

**SHIP TO:** City of Lake Worth Beach FL

EFFECTIVE DATES: 10/01/2021 - 09/31/2022

SALESPERSON	PROPOSAL SUBJECT	SHIPPING TERMS	PAYMENT TERMS
AP	5/8" x 3/4" - 2" METERS	Prepay/No Charge For Shipments > \$35,000 FCA Factory/Warehouse	Net 30 Days

QTY	PRODUCT DESCRIPTION	UNIT PRICE	AMOUNT
	<b>DISC METERS with ILC - 5' LEAD</b>		
TBD	M25 5/8" x 3/4" Lead Free Disc Meter with Plastic Bottom Plate with HRE (8dial) with Itron In-Line Connector 5' Lead (no endpoint)	\$ 126.26	
TBD	M55 1" Lead Free Disc Meter with Bronze Bottom Plate with HRE (8dial) with Itron In-Line Connector 5' Lead (no endpoint)	\$ 219.26	
TBD	M120 1-1/2" Lead Free Disc Meter HEX or ELL with Test Plug with HRE (8dial) with Itron In-Line Connector 5' Lead (no endpoint)	\$ 451.77	
TBD	M170 2" Lead Free Disc Meter HEX or ELL with Test Plug with HRE (8dial) with Itron In-Line Connector 5' Lead (no endpoint)	\$ 640.41	
	NOTE: MUST SPECIFY HEX or ELL WHEN ORDERING		
	<b>E-SERIES with ILC - 5' LEAD</b>		
TBD	E25 5/8" x 3/4" Stainless Steel Ultrasonic Meter with Itron In-Line Connector 5' Lead (no endpoint)	\$ 179.20	



## 2021-2022 ANNUAL QUOTATION

BM 3274015

4545 W Brown Deer Rd  
Milwaukee WI 53223  
PHONE: 800-876-3837

CREATED DATE: August 23 2021  
QUOTED BY: Angie Phillips  
REQUESTED BY: Chris Walker  
PHONE: 561-707-7401  
EMAIL: [Cwalker@lakeworthbeachfl.gov](mailto:Cwalker@lakeworthbeachfl.gov)

**BILL TO:** City of Lake Worth Beach FL  
**BILL TO PO ?**

**SHIP TO:** City of Lake Worth Beach FL

EFFECTIVE DATES: 10/01/2021 - 09/31/2022

SALESPERSON	PROPOSAL SUBJECT	SHIPPING TERMS	PAYMENT TERMS
AP	5/8" x 3/4" - 2" METERS	Prepay/No Charge For Shipments > \$35,000 FCA Factory/Warehouse	Net 30 Days

QTY	PRODUCT DESCRIPTION	UNIT PRICE	AMOUNT
TBD	E55 1" Stainless Steel Ultrasonic Meter with Itron In-Line Connector 5' Lead (no endpoint)	\$ 227.96	
TBD	E120 1-1/2" Stainless Steel Ultrasonic Meter HEX or ELL with Itron In-Line Connector 5' Lead (no endpoint)	\$ 523.98	
TBD	E170 2" Stainless Steel Ultrasonic Meter HEX or ELL with Itron In-Line Connector 5' Lead (no endpoint)	\$ 701.02	
	NOTE: MUST SPECIFY HEX or ELL WHEN ORDERING		

Sales Tax: To be quoted at time of order.  
Est. Lead Time: To be provided at time of order.

<b>SUBTOTAL</b>	\$	-
<b>SALES TAX</b>	\$	-
<b>FREIGHT</b>		ADD
<b>TOTAL</b>		

Notes and Assumptions:



## 2021-2022 ANNUAL QUOTATION

BM 3274015

4545 W Brown Deer Rd  
Milwaukee WI 53223  
PHONE: 800-876-3837

CREATED DATE: August 23 2021  
QUOTED BY: Angie Phillips  
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AP	5/8" x 3/4" - 2" METERS	Prepay/No Charge For Shipments > \$35,000 FCA Factory/Warehouse	Net 30 Days

QTY	PRODUCT DESCRIPTION	UNIT PRICE	AMOUNT
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Badger Meter continues to improve and redesign our products to provide our customers with state-of-the-art technology solutions.

**THANK YOU FOR YOUR BUSINESS!!**

This quotation is an offer, made subject to the terms & conditions found on our website:

[www.badgermeter.com/Company/Legal/Sales-terms.aspx](http://www.badgermeter.com/Company/Legal/Sales-terms.aspx)

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** September 21, 2021

**DEPARTMENT:** Water Utilities

**TITLE:**

Authorize water meter encoders purchase with The Avanti Company for the City's Water Utility Department

**SUMMARY:**

Authorization to purchase City's water meter encoders from The Avanti Company for inventory for Fiscal Year 2022 in the amount not to exceed \$75,000.00

**BACKGROUND AND JUSTIFICATION:**

The Water Utilities Department provides and installs all water meters up to 2-inch water services within the water utility service area. The meters are purchased from Badger Meter and require the water meter encoder to provide the usage reading via radio, as part of the Advanced Metering Infrastructure. The water meter encoder is called Itron and is provided by The Avanti Company as the sole source vendor in Florida. These Itrons will enable the city staff to continue installing water meters for new construction as well as upgrading and replacing meters in the Utility Service Area. Itrons will be purchased as needed for inventory demand with Badger Meters.

**MOTION:**

Move to approve/disapprove purchase of water meter encoders from The Avanti Company in an amount not to exceed \$75,000.00 for Fiscal Year 2022.

**ATTACHMENT(S):**

Fiscal Impact Analysis

Itron Sole Source Letter

Quote

**FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	0	0	0	0	0
Operating Expenditures	\$75,000	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
 Net Fiscal Impact	 \$75,000	 0	 0	 0	 0
 No. of Addn'l Full-Time Employee Positions	 0	 0	 0	 0	 0

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

Account Number	Account Description	Project Number	FY22 Budget	Current Balance	Budget Transfer	Agenda Expenditure	Balance
402-7034-533.46-60	Water Utilities Meters/Line	N/A	\$200,000.00	\$80,000.00		\$75,000.00	\$5,000.00

**C. Department Fiscal Review: \_\_\_\_\_**

Brian Shields – Department Director  
 Bruce Miller – Finance  
 Christy Goddeau – Legal  
 Juan Ruiz – Interim City Manager



*Electric / Gas / Water*  
Information collection, analysis and  
application

2111 N. Molter Rd., Liberty Lake, WA 99019  
509.924.9900 Tel 509.891.3355 Fax  
www.itron.com

August 30,2021

Mr. Chris Walker  
City of Lake Worth Beach  
301 College St  
Lake Worth, FL 33460

Dear Mr. Walker,

Please accept this letter as confirmation that the City of Lake Worth Beach is serviced by The Avanti Company. They are Itron's only authorized direct water distributor in Florida to sell Itron's Automatic Meter Reading and Advanced Metering Infrastructure products including the 100W series Choice Connect endpoint and necessary reading equipment.

If you have any questions, or if I can provide any further information, please feel free to contact me.

Regards,

A handwritten signature in blue ink that reads "Rusty Agi". The signature is written in a cursive, flowing style.

Rusty Agi  
Area Manager



Quote # LH-083021-0103

## Quotation

2 South Lake Avenue  
 Von Park, FL 33825-3902  
[www.avanticompany.com](http://www.avanticompany.com)

Toll Free: 1-800-284-5231  
 Fax: 863-453-0085  
 E-Mail: [info@avanticompany.com](mailto:info@avanticompany.com)

Date 8/30/21

Terms Net 30 days

Prices FOB Factory

Delivery 12 weeks

Phone # \_\_\_\_\_

Fax # \_\_\_\_\_

Reference # \_\_\_\_\_


To: Mr. Chris Walker  
 City of Lake Worth Beach  
 1900 2nd Ave. N.  
 Lake Worth, FL 33461

[cwalker@lakeworth.org](mailto:cwalker@lakeworth.org)

We are pleased to quote the following:

Item	Quantity	Description	Unit Price	Total
A	1	100W+, Encoder with Integral Connector & Antenna Connector Part # ERW-1300-402	\$78.50	\$78.50
B	1	100W/500W Through the lid remote mount antenna kit Part # CFG-0900-003	\$55.00	\$55.00

**\*\*\*Above pricing does not include freight charges.**

Quoted By:  ( Luis Hernandez ) / Accepted By:



# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** October 5, 2021

**DEPARTMENT:** Human Resources

**TITLE:**

Property and Insurance Services renewals with Public Risk Insurance Agency and City insurance coverage for FY2021-2022

**SUMMARY:**

This agreement will authorize PRIA to bind several types of insurance on behalf of the City for fiscal year 2021–2022. PRIA has provided the City’s insurance coverage at a cost of approximately \$1,236,894.

**BACKGROUND AND JUSTIFICATION:**

The City of Lake Worth Beach is self-insured and every one to three years, it rebids its insurance to ensure that it is getting the best premiums possible. This year, the City of Lake Worth Beach requested proposals from insurance brokers to provide the following types of insurance coverage to the city: Automobile Liability, Boiler and Machinery Coverage, Crime Coverage, Data Processing Equipment Coverage, Deadly Weapon Protection, Pollution Liability, Excess Worker’s Compensation Coverage, General Liability, and Property Coverage – Utilities Property, Inland Marine Coverage, Tenant Users Liability Insurance, Fiduciary Liability, Drone Liability, Public Officials Liability Coverage, Cyber and Privacy Insurance.

**MOTION:**

Move to approve/disapprove the one-year agreement with the Public Risk Insurance Agency and the City’s insurance coverage for FY2021-2022.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Agreement with PRIA





PUBLIC RISK INSURANCE ADVISORS

PART OF THE  
BROWN & BROWN TEAM

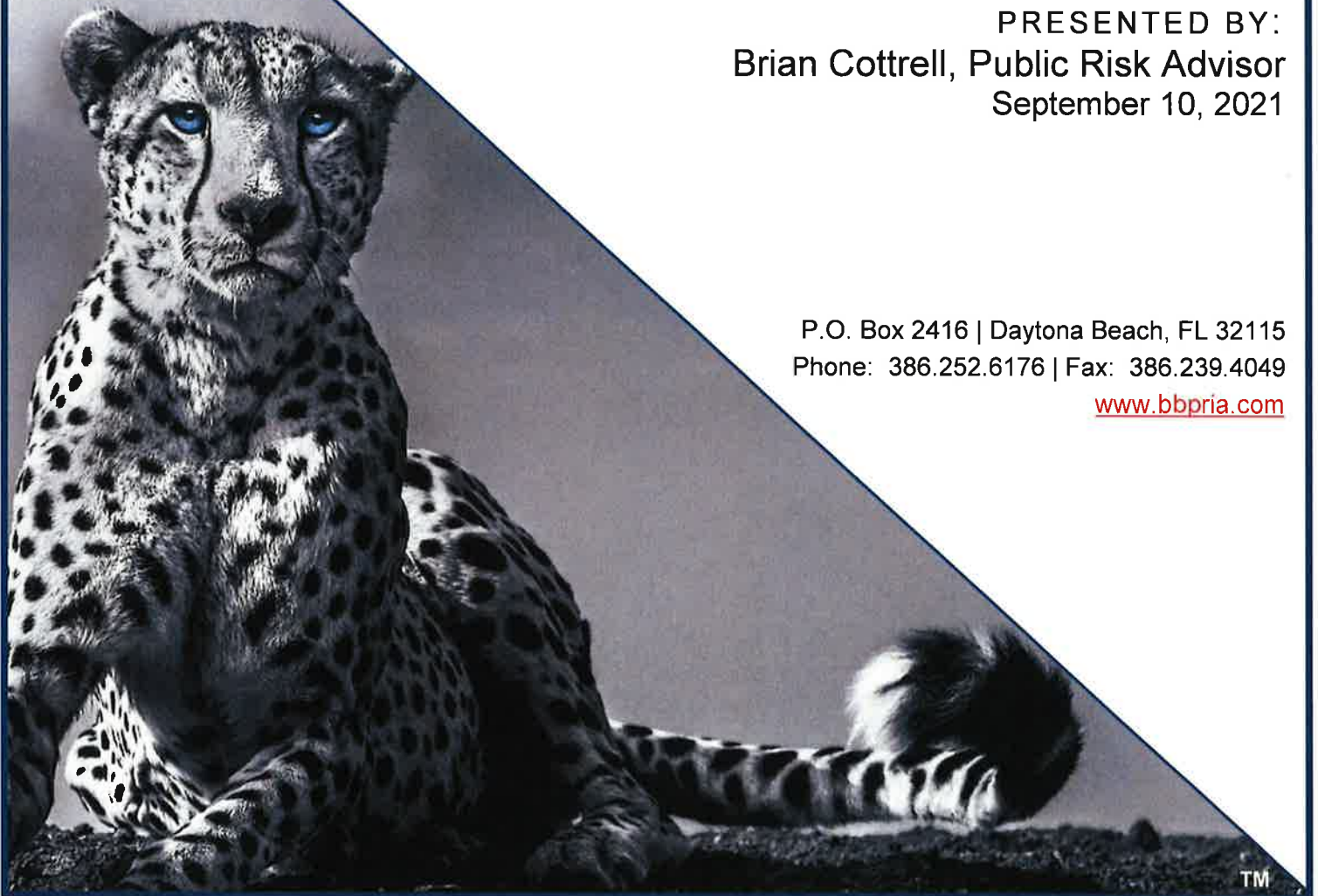
INSURANCE PROPOSAL PREPARED FOR

# City of Lake Worth Beach

PRESENTED BY:  
Brian Cottrell, Public Risk Advisor  
September 10, 2021

P.O. Box 2416 | Daytona Beach, FL 32115  
Phone: 386.252.6176 | Fax: 386.239.4049

[www.bbpria.com](http://www.bbpria.com)



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## Our Story

Public Risk Insurance Advisors (PRIA) is a proud member of the Brown & Brown family – an 80-year-old, publicly traded, Florida corporation currently ranked as the 6<sup>th</sup> largest insurance brokerage in the United States of America. Our Brown & Brown family is now more than 10,000 teammates, spanning from London to Los Angeles. Through our collaborative efforts, we design, place, and service more than \$20 Billion in annual insurance products. We passionately undertake these efforts on behalf of our clients – ranging from individuals and small businesses, to state governments and Fortune 500 companies.

The PRIA 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 250 clients.

We have proven over nearly three decades of service to local governments that we are a highly sophisticated and accountable team of insurance professionals, laser-focused on providing both world-class brokerage services and concierge-level support to our clients. We have built our reputation by empowering our governmental clients to outperform their industry peers, lower their cost of risk, and enhance their employee benefits 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.

## An Introduction to Your Service Team

### Account Executives

<b>Matt Montgomery</b> Executive Vice President	(386) 239-7245	mmontgomery@bbpria.com
<b>Robin Russell, ARM-P, CISR, CSRM</b> Director of Operations	(386) 239-4044	rrussell@bbpria.com
<b>Paul Dawson, ARM-P</b> Senior Vice President / Public Risk Advisor	(386) 239-4045	pdawson@bbpria.com
<b>Michelle Martin, CIC</b> Senior Vice President / Public Risk Advisor	(386) 239-4047	mmartin@bbpria.com
<b>Brian Cottrell, CIC, CRM</b> Vice President / Public Risk Advisor	(386) 239-4060	bcottrell@bbpria.com
<b>Kyle Stoekel, ARM-P, CIC</b> Public Risk Advisor	(386) 944-5805	kstoekel@bbpria.com
<b>Victoria "Tori" Reedy</b> Executive Coordinator	(386) 239-4043	vreedy@bbpria.com

### Service Representatives

<b>Melody Blake, ACSR</b> Public Risk Specialist	(386) 239-4050	mblake@bbpria.com
<b>Patricia "Trish" Jenkins, CPSR</b> Public Risk Specialist	(386) 239-4042	pjenkins@bbpria.com
<b>Danielle Coggon, CISR</b> Public Risk Specialist	(386) 239-4048	dcoggon@bbpria.com
<b>Christina Carter, CIC, CRM</b> Public Risk Specialist	(386) 333-6069	ccarter@bbpria.com
<b>Schylar Howard</b> Public Risk Specialist	(386) 265-6117	showard@bbpria.com
<b>Emily Bailey</b> Public Risk Specialist	(386) 333-6085	ebailey@bbpria.com
<b>Alexa Gray</b> Assistant Public Risk Specialist	(386) 333-6068	agrays@bbpria.com

**Certificate Requests:** certificates@bbpria.com    **Claim Reporting:** claims@bbpria.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 PRIA 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](http://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, 2021 to October 1, 2022

**Company:** ACE American Insurance Company  
(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, Business Interruption, Extra Expense, and Boiler & Machinery

Values (per schedule on file)	
\$124,680,801	Property Damage
No Coverage	Business Interruption
\$500,000	Extra Expense
<b>\$124,680,801</b>	<b>Total Insured Value</b>

Policy Limit of Liability	
\$124,680,801	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**

<b>Sublimits</b>	
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 (Zones A & V and all subzones, including storm surge), Annual Aggregate
\$500,000 or 25% of the loss, whichever is greater	Debris Removal
\$250,000	Demolition & Increased Cost of Construction
\$1,000,000	EDP Equipment & Media
\$250,000	Expediting Expense
\$500,000	Extra Expense
\$250,000	Hazardous Substances or Contaminants
\$1,000,000	Newly Acquired Locations
NO Coverage	Service Interruption
\$1,000,000	Transit
\$250,000	Unnamed locations
\$250,000	Valuable papers

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## Utilities Property

Deductibles:

All deductibles listed below are per occurrence.

**Property Damage:** \$300,000 except

**Flood (Zones A & V and all subzones, including Storm Surge):** 5% of the Property Damage Total Insurable Value of the units of insurance damaged in the Occurrence, subject to a minimum of \$250,000

**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 \$250,000

**Dispatch Building & Utilities Office** \$100,000

**Water Treatment Plant/Reverse Osmosis Water Treatment Plant** \$50,000

**Time Element (including but limited to):** \$300,000  
Extra Expense: 120 hours per occurrence

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. Coverages and/or Extensions of Coverage not specifically mentioned, even though they may be outlined in your submission, are not included.
2. This quotation is subject to change at any time prior to binding if any new losses not previously reported are incurred, whether from natural catastrophe or any other insured cause of loss and coverage cannot be bound prior to September 20, 2021.
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 TPPL 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. Premium does not include surcharges, taxes, & countersignature fees if any apply.
10. Premium to be paid in full within 30 days of inception.
11. The following Additional Endorsements will attach to and form part of the in-force Starr Tech Energy policy form:
  - a. Anniversary Renewal Endorsement
  - b. Exclusion of Loss due to Virus, Bacteria, or microorganism that induce Physical distress, Illness or Disease (attached)
  - c. Terrorism Endorsements per Table

## Property – Inland Marine

**Term:** October 1, 2021 to October 1, 2022

**Company:** Preferred Governmental Insurance Trust (*Preferred*)

Covered Property (Per Schedule Provided)	
\$45,663,687	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***
Included in Blanket	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
Not Included	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 \$20,000 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

**“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.

### 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, there will be no charge for any new locations acquired after the inception date of the 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**

<b>Sublimits of Coverage</b>	
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. Electrical or communication lines, towers, and poles you own that are not located on a “covered location” insured under this policy.
15. Personal property of volunteers.
16. Underground pipes, unless loss is from a specified peril.

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

## Equipment Breakdown

Term: October 1, 2021 to October 1, 2022

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	\$45,663,687
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, 2021 to October 1, 2022

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, 2021 to October 1, 2022  
**Company:** Preferred Governmental Insurance Trust (*Preferred*)  
**Form:** Occurrence

Coverage	Limit	Self Insured Retention
<b>General Liability</b>		
Bodily Injury and Property Damage, per Occurrence	\$1,000,000	\$100,000
Personal Injury and Advertising Injury, per Person/Occurrence	Included	
Products/Completed Operations, Aggregate	Included	
Fire Damage, per Occurrence	Included	
Medical Payments	\$5,000	
Employee Benefits Liability, per Occurrence	\$1,000,000	
<b>Sublimits</b>		
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 Negligent Claims.	\$10,000/\$200,000 \$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

## Deadly Weapon Protection

**Term:** October 1, 2021 to October 1, 2022  
**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	\$250,000	
Counseling Services, per event	\$250,000	
Funeral Expenses, per event	\$250,000	
Claims Expenses	Included	

**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.



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## 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, 2021 to October 1, 2022

**Company:** ACE American Insurance Company  
(Rated A++ XV by A.M. Best)  
Admitted

**Limit of Liability:**

Public Officials Liability / Employment Practices Liability		
Coverage:	Limit:	Retention:
Annual Aggregate	\$1,000,000	\$100,000
Each Wrongful Act	\$1,000,000	
Crisis Management Fund	\$25,000	

**Form:** Claims Made

**Retroactive Date:** Full Prior Acts

**Extended Reporting Period:** 12 months for 100% of last annual premium

**The following Endorsements will be added to the basic contract(s); Policy Form Number:** PF-23535 / PF-23536 (01/08)

- Signatures CC-1K11j (03/21) - (All States except Ohio)
- Notice Amended Endorsement PF-33468 (02/11)
- Trade Or Economic Sanctions Endorsement PF-46593 (08/15) - Florida
- Network Security or Privacy Exclusion PF-37210 (02/12)
- False Claims Act Exclusion PF-38981 (01/13)
- Bonds Exclusion PF-27923 (08/09)
- Public Entity Liability Enhancement Endt PF-308205 (10/20)
- Limits of Liability Amended – Payment of Claims Expenses Reduces the Limits of Liability PF -299861 (04/20)

**TRIA Endorsements added to basic contract(s):**

- Policyholder Disclosure Notice of Terrorism Insurance Coverage TR-19606e (08/20)

**Policy Addendums:**

- U.S. Treasury Department’s Office Of Foreign Assets Control (“OFAC”) Advisory Notice to Policyholders PF-17914a (04/16)
- Chubb Producer Compensation Practices & Policies ALL-20887a (03/16)

## Automobile Liability and Physical Damage

Term: October 1, 2021 to October 1, 2022

Company: Preferred Governmental Insurance Trust (*Preferred*)

Coverage	Limit	Symbol	Self Insured Retention
<b>Automobile Liability (Based on 193 Vehicles)</b>			
Primary Bodily Injury and Property Damage Liability - Combined Limit	\$1,000,000	1	\$100,000
Personal Injury Protection	Statutory	5	

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
<b>1</b>	= ANY "AUTO"
<b>2</b>	= 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.
<b>3</b>	= 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.
<b>4</b>	= 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.
<b>5</b>	= 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.
<b>6</b>	= 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.
<b>7</b>	= 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).
<b>8</b>	= 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.
<b>9</b>	= 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, 2021 to October 1, 2022

Insurer: Preferred Governmental Insurance Trust (*Preferred*)

Contract Terms	Option 1:
Liability Period	10/1/2021 - 10/1/2022
Payroll Reporting Period	10/1/2021 - 10/1/2022
Payroll	\$20,894,772
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, 2021 to October 1, 2022

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
<b>Each Pollution Condition</b>	<b>\$3,000,000</b>	
<b>Aggregate Limit</b>	<b>\$10,750,000</b>	<b>\$50,000</b>
<b>Financial Responsibility</b>		
Loss or Remediation Expense for Each Pollution Condition	\$3,000,000	
Loss or Remediation Expense Aggregate Limit	\$6,000,000	\$100,000
Legal Expense Aggregate Liability	\$1,500,000	

Coverage Form & Endorsements include but not limited to:

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

## Pollution Liability

### 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)
AST	Municipal Golf Course One 7th Ave. N Lake Worth, FL 33460	2 – 1,000
AST	Master Pump Station 2nd Ave. & Golfview Dr. Lake Worth, FL 33460	10,000
AST	Master Pump Station 2nd Ave. & Golfview Dr. Lake Worth, FL 33460	2 – 2,000
AST	Master Pump Station 2nd Ave. & Golfview Dr. Lake Worth, FL 33460	1,450
AST	Repump Station 1910 2nd Ave. N Lake Worth, FL 33460	1,500
AST	Public Works 1749 3rd Ave. S Lake Worth, FL 33460	3 – 275
AST	Public Safety Complex 120 N. G. St. Lake Worth, FL 33460	1,000
AST	Water Treatment Plant 301 College St. Lake Worth, FL 33460	6,000

<b>UST/AST</b>	<b>Covered Location</b>	<b>Tank Size (gallons)</b>
AST	Water Treatment Plant 301 College St. Lake Worth, FL 33460	8,000
AST	Water Treatment Plant 301 College St. Lake Worth, FL 33460	1,000
AST	Water Treatment Plant 301 College St. Lake Worth, FL 33460	4 - 4,500
AST	Water Treatment Plant 301 College St. Lake Worth, FL 33460	3 - 2,256
AST	Water Treatment Plant 301 College St. Lake Worth, FL 33460	2 - 2,400
AST	Water Treatment Plant 301 College St. Lake Worth, FL 33460	2 - 6,770
AST	South Water Booster Station 1600 S.E. St. Lake Worth, FL 33460	1,470
AST	North Water Booster Station 22 <sup>nd</sup> Ave. N. & N. D. St. Lake Worth, FL 33460	1,470
AST	Floridian Well F-1 517 College St. Lake Worth, FL 33460	500
AST	Floridian Well F-2 1502 Lake Osborne Dr. Lake Worth, FL 33460	500
AST	Lift Station 6300 Old Congress Rd. Lake Worth, FL 33460	3,100
AST	City Hall 7 N. Dixie Hwy. Lake Worth, FL 33460	290
AST	Power Plant 117 College St. Lake Worth, FL 33460	395,000
AST	Power Plant 117 College St. Lake Worth, FL 33460	126,000
AST	Power Plant 117 College St. Lake Worth, FL 33460	2 - 28,000



UST/AST	Covered Location	Tank Size (gallons)
AST	Power Plant 117 College St. Lake Worth, FL 33460	2 – 20,000
AST	Power Plant 117 College St. Lake Worth, FL 33460	2 – 15,600
AST	Power Plant 117 College St. Lake Worth, FL 33460	3 – 5,000
AST	Power Plant 117 College St. Lake Worth, FL 33460	2,200
AST	Power Plant 117 College St. Lake Worth, FL 33460	950

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.

## Fiduciary Liability – Firefighters Pension Trust Fund

Term: October 1, 2021 to October 1, 2022

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

Form: Claims Made

Prior and Pending Proceeding Date 10/1/2012

Limits of Liability: \$1,000,000 Limit of Liability for all Loss (Aggregate)  
  
\$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)
Specific Matter Exclusion	GOV-043 (06/15)
Modification Endorsement	GOV-054 (05/16)
Removal of Statutory Indemnification Endorsement	GOV-003 (05/19)

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.

## Cyber Liability

Term: October 1, 2021 to October 1, 2022

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

Form: Claims Made

Cyber Enterprise Risk Management Policy			
<b>Maximum Single Limit of Insurance</b>		\$1,000,000	
<b>Maximum Policy Aggregate Limit of Insurance</b>		\$1,000,000	
First Party Insuring Agreement	Limit of Liability Each Claim/Aggregate	Retention / Waiting Period Each Incident	Cyber Incident Response Coach
<b>Cyber Incident Response Fund</b>			
Standard Cyber Incident Response Team	\$1,000,000	\$100,000	\$0
Non-Panel Response Provider	\$250,000	\$100,000	\$0
<b>Business Interruption Loss and Extra Expense</b>	\$1,000,000	\$100,000 / 12 Hour	N/A
<b>Contingent Business Interruption and Extra Expense</b>			
Unscheduled Providers	\$1,000,000	\$100,000 / 18 Hours	N/A
Scheduled Providers	N/A	N/A	N/A
<b>Digital Data Recovery</b>	\$1,000,000	\$100,000	N/A
<b>Network Extortion</b>	\$1,000,000	\$100,000	N/A
Third Party Liability Insuring Agreement	Limit of Liability Each Claim/Aggregate	Retention Each Claim	Retro Date / Pending or Prior Proceedings Date
<b>Cyber, Privacy and Network Security Liability</b>			
Payment Card Loss	\$500,000	\$100,000	1/23/20
Regulatory Proceedings	\$1,000,000	\$100,000	1/23/20
<b>Electronic, Social and Printed Media Liability</b>	\$1,000,000	\$100,000	1/23/20

## Cyber Liability

Notices, Forms, & Endorsements (include but are not limited to):

<u>Form Number</u>	<u>Form Edition</u>	<u>Form Title</u>
PF48168	1016	Chubb Cyber Enterprise Risk Management Policy Declarations
ALL20887a	0316	Chubb Producer Compensation Practices & Policies
PF48260	1016	Policyholder Notice Cyber Services for Loss Mitigation
PF48259	0219	Policyholder Notice Cyber Services for Incident Response
PF17914a	0416	U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders
TR19606e	0820	Policyholder Disclosure Notice Of Terrorism Insurance Coverage
PF45354	0219	Cap On Losses From Certified Acts Of Terrorism
TRIA11e	0820	Disclosure Pursuant To Terrorism Risk Insurance Act
PF17993a	0506	Notice To Policyholders
CC1k11j	0321	Signatures
PF48169	0219	Chubb Cyber Enterprise Risk Management Policy
PF48155	0219	Additional Insured - Blanket Pursuant To A Contract – CyberERM
PF48275	0219	Non-Malicious Computer Act – System Failure – Business Interruption And Contingent Business Interruption - Sublimit
PF49501	0219	Preventative Shutdown
PF48161	0219	Specified Incident Exclusion
PF48209	0219	Loss Of Technical Support Exclusion
PF50959	0219	Failure To Supply Exclusion
PF46593	0815	Trade or Economic Sanctions Endorsement - Florida
ALL39822	0413	Notice To Our Florida Property and Casualty Policyholders Guidelines For Loss Control Plans
PF48285	0219	Amendatory Endorsement – Florida

Coverage Overview:

The following coverages are available but may not be included in this proposal:

**Third-Party Liability Coverage**

- Cyber, Privacy and Network Security Liability – Failure to protect private or confidential information of others, and failure to prevent a cyber incident from impacting others’ systems.
- Payment Card Loss – Contractual liabilities owed as a result of a cyber incident.
- Regulatory Proceedings – Defense for regulatory actions and coverage for fines and penalties.
- Media Liability – Copyright and trademark infringement within scope of defined media content.

**First-Party Coverage**

- Cyber Incident Response Fund – Legal fees, forensics, notification costs, credit monitoring, public relations, etc.
- Business Interruption – Loss of profits and expenses from interruptions of insured’s systems; and with Contingent Business Interruption, adds losses from interruptions of others’ systems.
- Digital Data Recovery – Costs to restore or replace lost or damaged data or software, and extra expense.
- Telephone Toll Fraud – Costs incurred as phone bill charges due to fraudulent calling.
- Network Extortion – Payments to prevent digital destruction / impairment and extra expense.

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## 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:

ACE 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.

**Optional Extended Reporting Period** – The Public Entity shall have the right, within thirty (30) of the effective date of the cancellation or nonrenewal, to purchase an Optional Extended Reporting Period for up to three (3) years upon payment of an additional premium amount of up to:

- 100% of the expiring premium for the period of 12 months
- 150% of the expiring premium for the period of 24 months
- 175% of the expiring premium for the period of 36 months

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.

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## TULIP General Liability

**Term:** October 1, 2021 to October 1, 2022

**Company:** Nationwide Mutual Insurance Company  
(Rated A+ XV by A.M. Best)

**Form:** ISO Occurrence Form (04/13)

**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 select facilities 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 certificate of insurance 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. Cost include a \$15 Annual Risk Purchasing Membership Fee. The minimum premiums per event are:

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:**

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 facilities of City of Lake Worth Beach

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 party; 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 (auctions, benefits, dances or dinners); Concerts-other than rap, hio-hop, heavy metal/screamo or electronic- call for approval; 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 sor swap meets; Graduation ceremonies; Lectures or workshops; Pageants; Picnics (no on or in water activity); Religious events; Reunions (class, family or military); Rummage sales; School band or drill team competitions; School carnivals; 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 or protests; Air shows/events; Animal obedience training; Any event involving an organized athletic events/competitions; Any event and/or concerts - involving rap, hip-hop, heavy metal/screamo or electronic/techno 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 events providing overnight accommodations; Any events with over 3,000 in attendance; Any events held outside the United States; Any events involving in or on water activities; Any events involving any motorized vehicle(s) in or while practice for, or while being prepared for, or while qualifying for or testing for any racing speed, demolition, distance or stunting activity; 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 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, vendors at your event; Parades or an event involving a parade; Petting zoos; Political events (except private fundraising auctions, benefits, dances, dinners); Pumpkin chunkin events; Raves; Room and board liability/overnight camping; Rodeos, Séances; Tailgating events (unless reported prior and approved by K&K); Tractor pulls; Union meetings; Walks/running events

## **Commercial General Liability Broadening Coverages: Form SRPG115**

1. Expected or intended injury resulting from the use of reasonable force to protect persons or property
2. Non-owned watercraft – extended to 58 feet
3. Supplementary payments - \$2,500 bail bonds, \$500 a day loss of earnings
4. Newly Acquired or Formed Organizations – 180 days
5. Knowledge or Notice of Occurrence
6. Unintentional Errors and Omissions
7. Waiver of right of recovery
8. Definition of bodily injury – expanded to include mental anguish, mental injury, shock, fright, humiliation, emotional distress or death resulting from bodily injury, sickness or disease.
9. Definition of Personal and Advertising injury – expanded
10. Broadened Coverage – Damage to Premises Rented to You – definition expanded
11. Additional coverages:
  - Emergency Real Estate Cons. 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:**

Abuse, molestation, harassment or sexual conduct; Aircraft/hot air balloon (*The ownership, operation, maintenance, use, loading, or unloading of any flying craft or vehicle, including, but not limited to, any aircraft, hot air balloon, glider, parachute, helicopter, missile or spacecraft*); Airport (*The ownership, operation, maintenance or use of any airfield or airport facility or premises.*); 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 designed to bounce on, slide on, ride on or tunnel through*); Animals (*injury or death to any animal, or injury, death or property damage caused by an animal owned, rented or hired*); Asbestos; Commercial general liability standard exclusions (CG0001 4/13 edition); Communicable Disease; Employment-related practices; Fireworks; Fungi or bacteria; Haunted Attractions (*The ownership, operation, maintenance or use of any haunted attractions*); Lead; Nuclear energy liability; Performer (*Injury or death to any performer or entertainer during any activity, event or exhibition including but not limited to any stunt, concert, show or theatrical event*); Petting zoos; Rodeo (*Any rodeo activity, including, but not limited to, bronco or bull riding, steer roping, team roping, barrel racing or horseback riding*); Room and board liability; Saddle animals (*The ownership, operation, maintenance, use, loading or unloading of any saddle animal, including, but not limited to, riding on any saddle animal or riding on any vehicle which is drawn or powered by any animal*); Snowmobile (*The ownership, operation, maintenance, use, loading or unloading of any snowmobile.*)

**SRPG26055 Exclusion-Designated Operations** Activist rallies, marches or protests; Air shows/events; Animal obedience training; Any event involving an organized athletic events/competitions; Any event and/or concerts - involving rap, hip-hop, heavy metal/screamo or electronic/techno 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 events providing overnight accommodations; Any events with over 3,000 in attendance; Any events held outside the United States; Any events involving in or on water activities; Any events involving any motorized vehicle(s) in or while practice for, or while being prepared for, or while qualifying for or testing for any racing speed, demolition, distance or stunting activity; 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 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, vendors at your event; Parades or an event involving a parade; Petting zoos; Political events (except private fundraising auctions, benefits, dances, dinners); Pumpkin chunkin events; Raves; Room and board liability/overnight camping; Rodeos, Séances; Tailgating events (unless reported prior and approved by K&K); Tractor pulls; Union meetings; Walks/running events

## **Notable Endorsements:**

**SRPG8017 Event Provisions** – 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.

**SRPG26148 Earned Premium** – premiums apply to each event and are fully earned at the inception of each event

**SRPG26147CG Amendment of Limits** – the limits of insurance shown on the declarations page, or wherever they may appear, apply separately to each enrolled member.

## UNMANNED AIRCRAFT

**Term:** October 1, 2021 to October 1, 2022

**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

**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		5%
Physical Damage Deductible NOT in Motion		5%

### Schedule of Aircraft

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

### UAS Payload

Make	Value	Deductible
Zenmuse X5S FC6520	\$2,049	10%
Spare Engines and Spare Parts	\$1,838	10%

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## 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	
C041	Physical Damage to Spare Engines and Spare Parts	\$1,838, 10.0000%
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>
<b>Preferred Package</b>			
Property including Equipment Breakdown	\$231,207.00	<input type="checkbox"/>	<input type="checkbox"/>
Inland Marine	\$2,892.00	<input type="checkbox"/>	<input type="checkbox"/>
Crime / Employee Dishonesty	\$1,238.00	<input type="checkbox"/>	<input type="checkbox"/>
General Liability	\$55,445.00	<input type="checkbox"/>	<input type="checkbox"/>
Deadly Weapon Protection*	Included		
Automobile Liability	\$25,189.00	<input type="checkbox"/>	<input type="checkbox"/>
Excess Workers Compensation	\$66,383.00	<input type="checkbox"/>	<input type="checkbox"/>
Package Payment Plan:	Annual	<input type="checkbox"/>	<input type="checkbox"/>
<b>*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, <u>MUST BE</u> reported to <u>AND APPROVED</u> by Preferred <u>PRIOR</u> to event. The Trust may, at their discretion, charge an additional premium and/or impose additional conditions specifically for that event.</b>			
<b>Utility Property</b>			
Premium	\$720,000.00		
Engineering Fee	\$7,000.00		
<b>Total Premium</b>	<b>\$727,000.00</b>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Optional - Certified Terrorism</i>	\$13,968.00	<input type="checkbox"/>	<input type="checkbox"/>
<i>Optional - Non-Certified Terrorism</i>	\$1,552.00	<input type="checkbox"/>	<input type="checkbox"/>

**Premium Recapitulation**  
**Page 2 of 2**

	<u>Annual Premium</u>	<u>Check Option</u>	
		<u>Accept</u>	<u>Reject</u>
<b>Pollution Liability - XL - Indian Harbor Ins. Co</b>	\$40,208.00	<input type="checkbox"/>	<input type="checkbox"/>
<i>Optional - Terrorism</i>	\$402.08	<input type="checkbox"/>	<input type="checkbox"/>
<b>Public Officials Liability - Ace American Ins. Co</b>	\$36,890.00	<input type="checkbox"/>	<input type="checkbox"/>
<b>Fiduciary Liability (Firefighters Pension Trust)</b>	\$5,770.00	<input type="checkbox"/>	<input type="checkbox"/>
<b>Cyber Liability</b>	\$39,278.00	<input type="checkbox"/>	<input type="checkbox"/>
<b>Tenant Users Liability Insurance Program (TULIP)</b>	\$2,500.00	<input type="checkbox"/>	<input type="checkbox"/>
<b>Drone Liability</b>	\$2,894.00	<input type="checkbox"/>	<input type="checkbox"/>

**I authorize PRIA 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 10/01/2021. 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. **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 Public Risk Insurance Advisors. 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.**

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## 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/>.

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## ***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 2020 – 2021 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.



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## Notice of Carrier Financial Status

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Risk Management Associates, Inc. dba Public Risk Insurance Advisors, 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 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):** PX2FL1 0502013 20-11  
**Policy Period(s):** 10/1/21 - 22  
**Date of Notice:** 9/8/21

\* 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.	<b>I</b>	Less than \$1,000,000
	<b>II</b>	\$1,000,000 - \$2,000,000
	<b>III</b>	\$2,000,000 - \$5,000,000
	<b>IV</b>	\$5,000,000 - \$10,000,000
	<b>V</b>	\$10,000,000 - \$25,000,000
	<b>VI</b>	\$25,000,000 - \$50,000,000
	<b>VII</b>	\$50,000,000 - \$100,000,000
	<b>VIII</b>	\$100,000,000 - \$250,000,000
	<b>IX</b>	\$250,000,000 - \$500,000,000
	<b>X</b>	\$500,000,000 - \$750,000,000
	<b>XI</b>	\$750,000,000 - \$1,000,000,000
	<b>XII</b>	\$1,000,000,000 - \$1,250,000,000
	<b>XIII</b>	\$1,250,000,000 - \$1,500,000,000
	<b>XIV</b>	\$1,500,000,000 - \$2,000,000,000
	<b>XV</b>	Greater than \$2,000,000,000

Public Risk Insurance Advisors always strives to place your coverage with highly secure insurance companies. We cannot, however, guarantee the financial stability of any carrier.

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## 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

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Signature of Insured's Authorized Representative

Date

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

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Pollution Liability  
Type of Insurance

PEC004832004  
Renewal of Policy Number

10/1/21 - 22  
Effective/Expiration Date of Coverage

Florida  
State



Named Covered Party: City of Lake Worth Beach

Agreement Number: 10/01/2021 to 10/01/2022

Coverage Provided By: Preferred Governmental Insurance Trust

Quote Number: PX FL1 0502013 21-12 01 - 2

**YOU ARE ELECTING NOT TO PURCHASE CERTAIN VALUABLE COVERAGE WHICH PROTECTS YOU AND YOUR FAMILY OR YOU ARE PURCHASING UNINSURED MOTORISTS LIMITS LESS THAN YOUR BODILY INJURY LIABILITY LIMITS WHEN YOU SIGN THIS FORM. PLEASE READ CAREFULLY.**

Uninsured Motorist coverage provides for payment of certain benefits for damages caused by owners or operators of uninsured motor vehicles because of bodily injury or death resulting there from. Such benefits may include payments for certain medical expenses, lost wages, and pain and suffering, subject to limitations and conditions contained in the Coverage Agreement. For the purpose of this coverage, an uninsured motor vehicle may include a motor vehicle as to which the bodily injury limits are less than your damages.

Florida law requires that automobile liability coverage agreements include Uninsured Motorist coverage at limits equal to the Bodily Injury limits in your coverage agreement unless you select a lower limit offered by the Trust, or reject Uninsured Motorist entirely. Please indicate whether you desire to entirely reject Uninsured Motorist coverage, or, whether you desire this coverage at limits lower than the Bodily Injury Liability limits of your Coverage Agreement:

a. I hereby reject Uninsured Motorist coverage.

b. I hereby select the following Uninsured Motorist limits which are lower than my Bodily Injury Liability Limits:  
each person (enter limit if applicable)  
each accident

c. I hereby select Uninsured Motorist coverage limits equal to my Bodily Injury Liability limits. (If you select this option disregard the bold face statement above.)

**ELECTION OF NON-STACKED COVERAGE**

(Do not complete if you have rejected Uninsured Motorist)

You have the option to purchase, at a reduced rate, non-stacked (limited) type of Uninsured Motorists coverage. Under this form if injury occurs in a vehicle owned or leased by you or any family member who resides with you, this Coverage Agreement will apply only to the extent of coverage (if any) which applies to that vehicle in this Coverage Agreement. If an injury occurs while occupying someone else's vehicle, or you are struck as a pedestrian, you are entitled to select the highest limits of Uninsured Motorist coverage available on any one vehicle for which you are a Named Covered Party, covered family member, or covered resident of the Named Covered Party's household. This Coverage Agreement will not apply if you select the coverage available under any other Coverage Agreement issued to you or the Coverage Agreement of any other family member who resides with you.

If you do not elect to purchase the non-stacked form, your Coverage Agreement limit(s) for each motor vehicle are added together (stacked) for all covered injuries. Thus, your Coverage Agreement limits would automatically change during the Coverage Agreement term if you increase or decrease the number of autos covered under the Coverage Agreement.

I hereby elect the non-stacked form of Uninsured Motorist coverage.

I understand and agree that selection of any of the above options applies to my liability Coverage Agreement and future renewals or replacements of such Coverage Agreement which are issued at the same Bodily Injury Liability limits. If I decide to select another option at some future time, I must let the Trust or my agent know in writing.

Signature \_\_\_\_\_

Title \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.



**SIGNATURE PAGE**

Policy#: PX FL1 0502013 21-12 01 - 2

Named Covered Party: City of Lake Worth Beach

Effective: 10/01/2021

Termination: 10/01/2022

I hereby confirm that the limits/coverages as shown here, corresponding with the Coverage Agreement, are correct:

X	Property TIV: \$45,663,687
X	Inland Marine Blanket Unscheduled IM: \$600,000 Scheduled Inland Marine: \$594,526 Total All Inland Marine: \$1,194,526
X	Property TRIA (Terrorism Risk Insurance Act) coverage
X	Crime
X	General Liability Ratable Payroll: \$20,894,772
N/A	Law Enforcement Liability Officers: Not Included
N/A	Professional Liability Employees: Not Included
X	Automobile 193 Units - Auto Liability 0 Units - Comprehensive 0 Units - Collision
N/A	Stop Loss Aggregate: Not Included Applies to:
X	Excess Workers' Compensation Payroll: \$20,894,772
N/A	I confirm that I have received a copy of Preferred's Current Interlocal Agreement (last amended October 1, 2004) and Amendment A (effective October 1, 2013).
N/A	I confirm having read and agreed to the terms as laid out in the attached Preferred Participation Agreement (which also requires a signature).

A signed copy of the following is also required where applicable: First Page of Preferred Application; Professional Liability Application; Uninsured Motorist Rejection/Election Form; SIR Signature Page.

Signature \_\_\_\_\_ Title \_\_\_\_\_

Name \_\_\_\_\_ Date \_\_\_\_\_

Coverage is provided by Preferred Governmental Insurance Trust

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.



**PUBLIC ENTITY  
 SELF INSURED RETENTION SCHEDULE AND TPA INFORMATION  
 SIGNATURE PAGE**

Covered Party: City of Lake Worth Beach  
 Agreement No: PX FL1 0502013 21-12 01 - 2

<input type="checkbox"/>	PROPERTY		Each Occurrence
<input type="checkbox"/>	INLAND MARINE		Each Occurrence
<input type="checkbox"/>	CRIME		Each Occurrence
<input checked="" type="checkbox"/>	GENERAL LIABILITY (includes Employee Benefits)	\$100,000 SIR	Each Occurrence
<input type="checkbox"/>	LAW ENFORCEMENT LIABILITY		Each Occurrence
<input type="checkbox"/>	PUBLIC OFFICIALS LIABILITY		
<input type="checkbox"/>	EMPLOYMENT PRACTICES		
<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY	\$100,000 SIR	Per Person/ Per Accident
<input type="checkbox"/>	AUTOMOBILE PHYSICAL DAMAGE- COMP		Each Accident
<input type="checkbox"/>	AUTOMOBILE PHYSICAL DAMAGE- COLL		Each Accident
<input type="checkbox"/>	GARAGE KEEPERS		Each Accident
<input checked="" type="checkbox"/>	EXCESS WORKERS COMPENSATION	\$500,000	Each Occurrence

**THIRD PARTY ADMINISTRATOR INFORMATION**

If no information appears below or if there is a discrepancy, please make the necessary changes on the lines provided.

**TPA Name & Address:**

Gallagher Basset  
 5405 Cypress Center Drive  
 Tampa FL 32609

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**TPA Primary Contact:**

Name: Alisha Auth  
 Phone: 954-378-1401  
 Email: Alisha\_Auth@gbta.com

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**QUARTERLY REPORTING REQUIREMENT**

Per PGIT MN-903, page 2, Section C, you agree to submit a claim status update for all claims to us on a quarterly basis in an acceptable electronic Excel Spreadsheet per layout included at time of quote. The data should be emailed to [mwalck@publicrisk.com](mailto:mwalck@publicrisk.com) by the 15<sup>th</sup> day after the quarter ending.

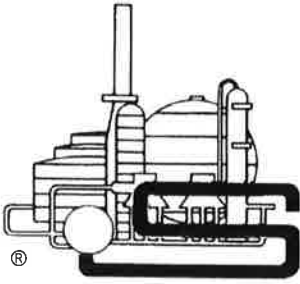
I hereby agree to the reporting requirements and confirm the above information is correct.

**Authorized Signature:**

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Please note: Failure to return a signed copy of this document could result in cancellation of coverage.

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.



# **TARR TECHNICAL RISKS AGENCY, INC.**

**Name: Justin Weltscheff**  
**Title: Assistant Regional Manager**  
**Phone: 404-720-1968**

**3353 Peachtree Road, NE, Suite 1000**  
**Atlanta, GA 30326**  
**Fax: 404.946.1498**

## **ANNIVERSARY RENEWAL QUOTATION**

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**NAMED INSURED: CITY OF LAKE WORTH BEACH**

**Page 8 of 17**

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### **POLICYHOLDER DISCLOSURE STATEMENT UNDER TERRORISM RISK INSURANCE ACT, AS AMENDED**

You are hereby notified that under the federal Terrorism Risk Insurance Act of 2002, as amended (the "Act"), you now have a right to purchase insurance coverage for losses arising out of an Act of Terrorism, which is defined in the Act as an act certified by the Secretary of the Treasury in consultation with the Secretary of Homeland Security and the Attorney General of the United States (i) to be an act of terrorism, (ii) to be a violent act or an act that is dangerous to (A) human life; (B) property or (C) infrastructure, (iii) to have resulted in damage within the United States, or outside of the United States in case of an air carrier or vessel or the premises of a U.S. mission and (iv) to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. You should read the Act for the definition of an "Act of Terrorism" and other terms of the Act. The Secretary's decision to certify or not to certify an event as an Act of Terrorism and thus encompassed by this law is final and not subject to review. Coverage is subject to all policy exclusions (including nuclear hazard and war exclusions) and other policy provisions.

**YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, COVERAGE MAY BE REDUCED.**

For your information, coverage provided by this policy for losses caused by an Act of Terrorism may be partially reimbursed by the United States under a formula established by the Act. Under this formula, the United States pays an 80% share of terrorism losses covered by this law exceeding a statutorily established deductible that must be met by the insurer. This deductible is based on a percentage of the insurer's direct earned premiums for the year preceding the Act of Terrorism.

Unless you reject coverage under the Act by so indicating below and returning this Policyholder Disclosure statement to us, you will have accepted Terrorism coverage under the Act at a premium of \$13,968 for a limit of \$124,680,801 part of \$124,680,801.

Please indicate your selection below.

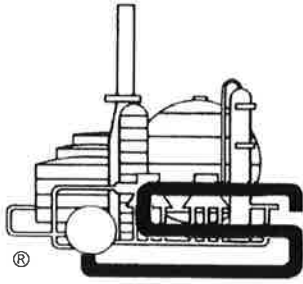
I hereby elect to purchase coverage in accordance with the Act.

I hereby reject coverage and accept the exclusion in accordance with the Act.

\_\_\_\_\_  
Signature of Insured

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Print Name/Title



**TARR TECHNICAL RISKS AGENCY, INC.**

Name: Justin Weltscheff  
Title: Assistant Regional Manager  
Phone: 404-720-1968

3353 Peachtree Road, NE, Suite 1000  
Atlanta, GA 30326  
Fax: 404.946.1498

**ANNIVERSARY RENEWAL QUOTATION**

**NAMED INSURED: CITY OF LAKE WORTH BEACH**

**Page 9 of 17**

**Letter A**

September 9, 2021

City of Lake Worth Beach  
1900 2<sup>nd</sup> Avenue  
Lake Worth, FL 33461

Attn: Risk Manager  
Re: City of Lake Worth Beach

The Terrorism Risk Insurance Act, as amended ("the Act"), applies to certain Acts of Terrorism committed by an individual or individuals. For a complete definition please review the Act and subsequent amendments.

You provided us with a form stating that we offered you terrorism coverage under the Act, and that you rejected our offer. We also offered, but you rejected, coverage for Acts of Terrorism that are not covered by the Act.

You acknowledge that:

1. Starr Tech, acting on behalf of ACE American Insurance Company, made available to you insurance coverage for Acts of Terrorism as defined in the Act, as well as acts of terrorism not covered by the Act;
2. In exchange for a reduction in premium, you requested that Starr Tech exclude coverage for Acts of Terrorism as defined in the Act, as well as for acts of terrorism not covered by the Act;
3. The enclosed endorsements excluding terrorism coverage will be made part of your policy.

Please sign below to indicate your understanding and acceptance of these terms.

Sincerely,

Justin Weltscheff  
Assistant Regional Manager

CC: Public Risk Insurance Advisors  
Enc: Terrorism Exclusion Endorsements

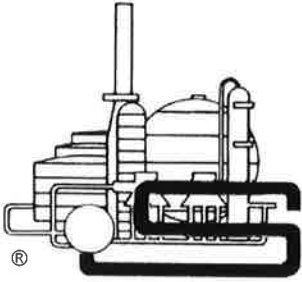
\_\_\_\_\_  
Signature of Insured

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_





# **TARR TECHNICAL RISKS AGENCY, INC.**

**Name: Justin Weltscheff**  
**Title: Assistant Regional Manager**  
**Phone: 404-720-1968**

**3353 Peachtree Road, NE, Suite 1000**  
**Atlanta, GA 30326**  
**Fax: 404.946.1498**

## **ANNIVERSARY RENEWAL QUOTATION**

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**NAMED INSURED: CITY OF LAKE WORTH BEACH**

**Page 10 of 17**

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### **Letter B**

September 9, 2021

City of Lake Worth Beach  
1900 2<sup>nd</sup> Avenue  
Lake Worth, FL 33461

Attn: Risk Manager  
Re: City of Lake Worth Beach

The Terrorism Risk Insurance Act, as amended ("the Act"), applies to certain acts of terrorism committed by an individual or individuals. For a complete definition please review the Act and subsequent amendments.

We provided you with a quote offering terrorism coverage under the Act, and you accepted our offer. We also offered, but you rejected, coverage for acts of terrorism that are not covered by the Act.

You acknowledge that:

1. Starr Tech, acting on behalf of ACE American Insurance Company, made available to you insurance coverage for Acts of Terrorism as defined in the Act, as well as acts of terrorism not covered by the Act;
2. You accepted our offer for coverage under the Act, but in exchange for a reduction in premium, you requested that Starr Tech exclude coverage for acts of terrorism not covered by the Act; and
3. The enclosed endorsement excluding coverage for acts of terrorism not covered by the Act will be made part of your policy.

Please sign below to indicate your understanding and acceptance of these terms.

Sincerely,

Justin Weltscheff  
Assistant Regional Manager

CC: Public Risk Insurance Advisors  
Enc: Terrorism Exclusion Endorsements

\_\_\_\_\_  
Signature of Insured  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Date: \_\_\_\_\_

**Premium Recapitulation**  
**Page 1 of 2**

	<u>Annual Premium</u>	<u>Check Option</u>	
		<u>Accept</u>	<u>Reject</u>
<b><i>Preferred Package</i></b>			
Property including Equipment Breakdown	\$231,207.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Inland Marine	\$2,892.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Crime / Employee Dishonesty	\$1,238.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>
General Liability	\$55,445.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Deadly Weapon Protection*	Included		
Automobile Liability	\$25,189.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
Excess Workers Compensation	\$66,383.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Package Payment Plan:	Annual	<input 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.**

<b>Utility Property</b>			
Premium	\$720,000.00		
Engineering Fee	\$7,000.00		
<b>Total Premium</b>	<b>\$727,000.00</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<i>Optional - Certified Terrorism</i>	\$13,968.00	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<i>Optional - Non-Certified Terrorism</i>	\$1,552.00	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Premium Recapitulation**  
**Page 2 of 2**

	<u>Annual Premium</u>	<u>Check Option</u>	
		<u>Accept</u>	<u>Reject</u>
<b>Pollution Liability - XL - Indian Harbor Ins. Co</b>	\$40,208.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<i>Optional - Terrorism</i>	\$402.08	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Public Officials Liability - Ace American Ins. Co</b>	\$36,890.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Fiduciary Liability (Firefighters Pension Trust)</b>	\$5,770.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Cyber Liability</b>	\$39,278.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Tenant Users Liability Insurance Program (TULIP)</b>	\$2,500.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Drone Liability</b>	\$2,894.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**I authorize PRIA 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)





Named Covered Party: City of Lake Worth Beach

Agreement Number: 10/01/2021 to 10/01/2022

Coverage Provided By: Preferred Governmental Insurance Trust

Quote Number: PX FL1 0502013 21-12 01 - 2

**YOU ARE ELECTING NOT TO PURCHASE CERTAIN VALUABLE COVERAGE WHICH PROTECTS YOU AND YOUR FAMILY OR YOU ARE PURCHASING UNINSURED MOTORISTS LIMITS LESS THAN YOUR BODILY INJURY LIABILITY LIMITS WHEN YOU SIGN THIS FORM. PLEASE READ CAREFULLY.**

Uninsured Motorist coverage provides for payment of certain benefits for damages caused by owners or operators of uninsured motor vehicles because of bodily injury or death resulting there from. Such benefits may include payments for certain medical expenses, lost wages, and pain and suffering, subject to limitations and conditions contained in the Coverage Agreement. For the purpose of this coverage, an uninsured motor vehicle may include a motor vehicle as to which the bodily injury limits are less than your damages.

Florida law requires that automobile liability coverage agreements include Uninsured Motorist coverage at limits equal to the Bodily Injury limits in your coverage agreement unless you select a lower limit offered by the Trust, or reject Uninsured Motorist entirely. Please indicate whether you desire to entirely reject Uninsured Motorist coverage, or, whether you desire this coverage at limits lower than the Bodily Injury Liability limits of your Coverage Agreement:

a. I hereby reject Uninsured Motorist coverage.

b. I hereby select the following Uninsured Motorist limits which are lower than my Bodily Injury Liability Limits:  
each person (enter limit if applicable)  
each accident

c. I hereby select Uninsured Motorist coverage limits equal to my Bodily Injury Liability limits. (If you select this option disregard the bold face statement above.)

**ELECTION OF NON-STACKED COVERAGE**

(Do not complete if you have rejected Uninsured Motorist)

You have the option to purchase, at a reduced rate, non-stacked (limited) type of Uninsured Motorists coverage. Under this form if injury occurs in a vehicle owned or leased by you or any family member who resides with you, this Coverage Agreement will apply only to the extent of coverage (if any) which applies to that vehicle in this Coverage Agreement. If an injury occurs while occupying someone else's vehicle, or you are struck as a pedestrian, you are entitled to select the highest limits of Uninsured Motorist coverage available on any one vehicle for which you are a Named Covered Party, covered family member, or covered resident of the Named Covered Party's household. This Coverage Agreement will not apply if you select the coverage available under any other Coverage Agreement issued to you or the Coverage Agreement of any other family member who resides with you.

If you do not elect to purchase the non-stacked form, your Coverage Agreement limit(s) for each motor vehicle are added together (stacked) for all covered injuries. Thus, your Coverage Agreement limits would automatically change during the Coverage Agreement term if you increase or decrease the number of autos covered under the Coverage Agreement.

I hereby elect the non-stacked form of Uninsured Motorist coverage.

I understand and agree that selection of any of the above options applies to my liability Coverage Agreement and future renewals or replacements of such Coverage Agreement which are issued at the same Bodily Injury Liability limits. If I decide to select another option at some future time, I must let the Trust or my agent know in writing.

Signature \_\_\_\_\_

Title \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.



**SIGNATURE PAGE**

Policy#: PX FL1 0502013 21-12 01 - 2

Named Covered Party: City of Lake Worth Beach

Effective: 10/01/2021

Termination: 10/01/2022

I hereby confirm that the limits/coverages as shown here, corresponding with the Coverage Agreement, are correct:

X	Property TIV: \$45,663,687
X	Inland Marine Blanket Unscheduled IM: \$600,000 Scheduled Inland Marine: \$594,526 Total All Inland Marine: \$1,194,526
X	Property TRIA (Terrorism Risk Insurance Act) coverage
X	Crime
X	General Liability Ratable Payroll: \$20,894,772
N/A	Law Enforcement Liability Officers: Not Included
N/A	Professional Liability Employees: Not Included
X	Automobile 193 Units - Auto Liability 0 Units - Comprehensive 0 Units - Collision
N/A	Stop Loss Aggregate: Not Included Applies to:
X	Excess Workers' Compensation Payroll: \$20,894,772
N/A	I confirm that I have received a copy of Preferred's Current Interlocal Agreement (last amended October 1, 2004) and Amendment A (effective October 1, 2013).
N/A	I confirm having read and agreed to the terms as laid out in the attached Preferred Participation Agreement (which also requires a signature).

A signed copy of the following is also required where applicable: First Page of Preferred Application; Professional Liability Application; Uninsured Motorist Rejection/Election Form; SIR Signature Page.

Signature \_\_\_\_\_ Title \_\_\_\_\_

Name \_\_\_\_\_ Date \_\_\_\_\_

**Coverage is provided by Preferred Governmental Insurance Trust**

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.



**PUBLIC ENTITY**  
**SELF INSURED RETENTION SCHEDULE AND TPA INFORMATION**  
**SIGNATURE PAGE**

Covered Party: City of Lake Worth Beach  
 Agreement No: PX FL1 0502013 21-12 01 - 2

<input type="checkbox"/>	PROPERTY		Each Occurrence
<input type="checkbox"/>	INLAND MARINE		Each Occurrence
<input type="checkbox"/>	CRIME		Each Occurrence
<input checked="" type="checkbox"/>	GENERAL LIABILITY (includes Employee Benefits)	\$100,000 SIR	Each Occurrence
<input type="checkbox"/>	LAW ENFORCEMENT LIABILITY		Each Occurrence
<input type="checkbox"/>	PUBLIC OFFICIALS LIABILITY		
<input type="checkbox"/>	EMPLOYMENT PRACTICES		
<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY	\$100,000 SIR	Per Person/ Per Accident
<input type="checkbox"/>	AUTOMOBILE PHYSICAL DAMAGE- COMP		Each Accident
<input type="checkbox"/>	AUTOMOBILE PHYSICAL DAMAGE- COLL		Each Accident
<input type="checkbox"/>	GARAGE KEEPERS		Each Accident
<input checked="" type="checkbox"/>	EXCESS WORKERS COMPENSATION	\$500,000	Each Occurrence

**THIRD PARTY ADMINISTRATOR INFORMATION**

If no information appears below of if there is a discrepancy, please make the necessary changes on the lines provided.

**TPA Name & Address:**

Gallagher Basset  
 5405 Cypress Center Drive  
 Tampa FL 32609

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**TPA Primary Contact:**

Name: Alisha Auth  
 Phone: 954-378-1401  
 Email: Alisha\_Auth@gbta.com

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**QUARTERLY REPORTING REQUIREMENT**

Per PGIT MN-903, page 2, Section C, you agree to submit a claim status update for all claims to us on a quarterly basis in an acceptable electronic Excel Spreadsheet per layout included at time of quote. The data should be emailed to [mwalck@publicrisk.com](mailto:mwalck@publicrisk.com) by the 15<sup>th</sup> day after the quarter ending.

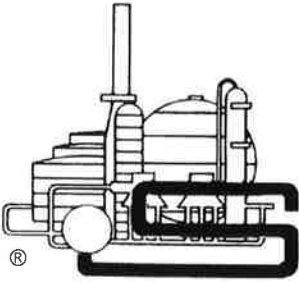
I hereby agree to the reporting requirements and confirm the above information is correct.

**Authorized Signature:**

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Please note: Failure to return a signed copy of this document could result in cancellation of coverage.

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.



# **TARR TECHNICAL RISKS AGENCY, INC.**

**Name: Justin Weltscheff**  
**Title: Assistant Regional Manager**  
**Phone: 404-720-1968**

**3353 Peachtree Road, NE, Suite 1000**  
**Atlanta, GA 30326**  
**Fax: 404.946.1498**

## **ANNIVERSARY RENEWAL QUOTATION**

**NAMED INSURED: CITY OF LAKE WORTH BEACH**

**Page 8 of 17**

### **POLICYHOLDER DISCLOSURE STATEMENT UNDER TERRORISM RISK INSURANCE ACT, AS AMENDED**

You are hereby notified that under the federal Terrorism Risk Insurance Act of 2002, as amended (the "Act"), you now have a right to purchase insurance coverage for losses arising out of an Act of Terrorism, which is defined in the Act as an act certified by the Secretary of the Treasury in consultation with the Secretary of Homeland Security and the Attorney General of the United States (i) to be an act of terrorism, (ii) to be a violent act or an act that is dangerous to (A) human life; (B) property or (C) infrastructure, (iii) to have resulted in damage within the United States, or outside of the United States in case of an air carrier or vessel or the premises of a U.S. mission and (iv) to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. You should read the Act for the definition of an "Act of Terrorism" and other terms of the Act. The Secretary's decision to certify or not to certify an event as an Act of Terrorism and thus encompassed by this law is final and not subject to review. Coverage is subject to all policy exclusions (including nuclear hazard and war exclusions) and other policy provisions.

**YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, COVERAGE MAY BE REDUCED.**

For your information, coverage provided by this policy for losses caused by an Act of Terrorism may be partially reimbursed by the United States under a formula established by the Act. Under this formula, the United States pays an 80% share of terrorism losses covered by this law exceeding a statutorily established deductible that must be met by the insurer. This deductible is based on a percentage of the insurer's direct earned premiums for the year preceding the Act of Terrorism.

Unless you reject coverage under the Act by so indicating below and returning this Policyholder Disclosure statement to us, you will have accepted Terrorism coverage under the Act at a premium of \$13,968 for a limit of \$124,680,801 part of \$124,680,801.

Please indicate your selection below.

I hereby elect to purchase coverage in accordance with the Act.

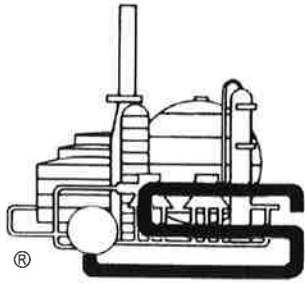
I hereby reject coverage and accept the exclusion in accordance with the Act.

\_\_\_\_\_  
Signature of Insured

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Print Name/Title





**TARR TECHNICAL RISKS AGENCY, INC.**

Name: Justin Weltscheff  
Title: Assistant Regional Manager  
Phone: 404-720-1968

3353 Peachtree Road, NE, Suite 1000  
Atlanta, GA 30326  
Fax: 404.946.1498

**ANNIVERSARY RENEWAL QUOTATION**

**NAMED INSURED: CITY OF LAKE WORTH BEACH**

**Page 9 of 17**

**Letter A**

September 9, 2021

City of Lake Worth Beach  
1900 2<sup>nd</sup> Avenue  
Lake Worth, FL 33461

Attn: Risk Manager  
Re: City of Lake Worth Beach

The Terrorism Risk Insurance Act, as amended ("the Act"), applies to certain Acts of Terrorism committed by an individual or individuals. For a complete definition please review the Act and subsequent amendments.

You provided us with a form stating that we offered you terrorism coverage under the Act, and that you rejected our offer. We also offered, but you rejected, coverage for Acts of Terrorism that are not covered by the Act.

You acknowledge that:

1. Starr Tech, acting on behalf of ACE American Insurance Company, made available to you insurance coverage for Acts of Terrorism as defined in the Act, as well as acts of terrorism not covered by the Act;
2. In exchange for a reduction in premium, you requested that Starr Tech exclude coverage for Acts of Terrorism as defined in the Act, as well as for acts of terrorism not covered by the Act;
3. The enclosed endorsements excluding terrorism coverage will be made part of your policy.

Please sign below to indicate your understanding and acceptance of these terms.

Sincerely,

Justin Weltscheff  
Assistant Regional Manager

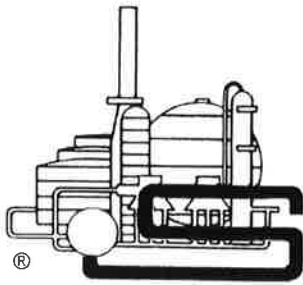
CC: Public Risk Insurance Advisors  
Enc: Terrorism Exclusion Endorsements

\_\_\_\_\_  
Signature of Insured

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_



**TARR TECHNICAL RISKS AGENCY, INC.**

Name: Justin Weltschiff  
Title: Assistant Regional Manager  
Phone: 404-720-1968

3353 Peachtree Road, NE, Suite 1000  
Atlanta, GA 30326  
Fax: 404.946.1498

**ANNIVERSARY RENEWAL QUOTATION**

**NAMED INSURED: CITY OF LAKE WORTH BEACH**

**Page 10 of 17**

**Letter B**

September 9, 2021

City of Lake Worth Beach  
1900 2<sup>nd</sup> Avenue  
Lake Worth, FL 33461

Attn: Risk Manager  
Re: City of Lake Worth Beach

The Terrorism Risk Insurance Act, as amended ("the Act"), applies to certain acts of terrorism committed by an individual or individuals. For a complete definition please review the Act and subsequent amendments.

We provided you with a quote offering terrorism coverage under the Act, and you accepted our offer. We also offered, but you rejected, coverage for acts of terrorism that are not covered by the Act.

You acknowledge that:

1. Starr Tech, acting on behalf of ACE American Insurance Company, made available to you insurance coverage for Acts of Terrorism as defined in the Act, as well as acts of terrorism not covered by the Act;
2. You accepted our offer for coverage under the Act, but in exchange for a reduction in premium, you requested that Starr Tech exclude coverage for acts of terrorism not covered by the Act; and
3. The enclosed endorsement excluding coverage for acts of terrorism not covered by the Act will be made part of your policy.

Please sign below to indicate your understanding and acceptance of these terms.

Sincerely,

Justin Weltschiff  
Assistant Regional Manager

CC: Public Risk Insurance Advisors  
Enc: Terrorism Exclusion Endorsements

\_\_\_\_\_  
Signature of Insured

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_

<b>City of Lake Worth Beach</b>			
<b>Property &amp; Casualty and Workers' Compensation Analysis</b>			
<b>10/1/2021 thru 2022</b>			
<b>Line of Coverage</b>	<b>Expiring Premiums</b>		<b>Renewal Quote</b>
			<b>PRIA</b>
<b>Utilities Property</b>			
Total Insurable Values		\$128,330,801	\$124,680,801
AOP Limit		\$128,830,801	\$124,680,801
AOP Deductible		\$300,000	\$300,000
Wind Limit	Ace American	\$25,000,000	\$25,000,000
Wind Deductible		5% min \$250k	5% min \$250k
Equipment Breakdown		Included	Included
<b>Premium</b>		<b>\$677,004</b>	<b>\$727,000</b>
<b>Non-Utility Property</b>			
Total Insurable Values		\$45,663,687	\$45,663,687
AOP Limit		\$45,663,687	\$45,663,687
AOP Deductible		\$5,000	\$5,000
Wind Limit	Preferred	Included	Included
Wind Deductible		5% min \$20k	5% min \$20k
Equipment Breakdown		Included	Included
<b>Premium</b>		<b>\$192,520</b>	<b>\$231,207</b>
<b>Inland Marine</b>			
Scheduled Limit		\$643,526	\$643,526
Deductible	Preferred	\$1,000	\$1,000
<b>Premium</b>		<b>\$2,518</b>	<b>\$2,892</b>
<b>Crime</b>			
Limits		\$500,000	\$500,000
Deductible	Preferred	\$25,000	\$25,000
<b>Premium</b>		<b>\$1,126</b>	<b>\$1,238</b>
<b>General Liability</b>			
Limit		\$1,000,000	\$1,000,000
Deductible	Preferred	\$100,000	\$100,000
<b>Premium</b>		<b>\$46,712</b>	<b>\$55,445</b>
<b>Auto Liability</b>			
Limit		\$1,000,000	\$1,000,000
Deductible		\$100,000	\$100,000
Vehicles	Preferred	205	205
<b>Premium</b>		<b>\$23,095</b>	<b>\$25,189</b>
<b>Public Officials / Employment Practice</b>			
Limits		\$1,000,000 / \$1,000,000	\$1,000,000 / \$1,000,000
POL / EPL Retention	Ace American	\$100,000	\$100,000
<b>Premium</b>		<b>\$31,815</b>	<b>\$36,890</b>
<b>Cyber Liability</b>			
Limit		\$1,000,000 / \$1,000,000	\$1,000,000 / \$1,000,000
Deductible	Ace American	\$50,000	\$100,000
<b>Premium</b>		<b>\$20,681</b>	<b>\$39,278</b>
<b>Drone Liability</b>			
Limit		\$1,000,000	\$1,000,000
Liability Deductible		\$0	\$0
Drone Values	Global Aerospace	\$16,773	\$16,773
Physical Damage Deductible		5%	5%
<b>Premium</b>		<b>\$2,665</b>	<b>\$2,894</b>
<b>Pollution Liability</b>			
Limit		\$3,000,000 / \$10,750,000	\$3,000,000 / \$10,750,000
Retention	Indian Harbor	\$50,000	\$50,000
<b>Premium</b>		<b>\$38,293</b>	<b>\$40,208</b>
<b>Excess Workers' Compensation</b>			
Payroll		\$20,286,186	\$20,286,186

Retention	Preferred	\$500,000	\$500,000
Premium		\$58,786	\$66,383
<b>Fiduciary Liability - Firefighters Pension</b>			
Limit		\$1,000,000	\$1,000,000
Voluntary Compliance	Market American	\$200,000	\$200,000
Premium		\$5,801	\$5,770
<b>Tulip Policy</b>			
General Liability		\$5,000,000/\$1,000,000	\$5,000,000/\$1,000,000
Premium	Nationwide	\$2,500	\$2,500
<b>Total Annual Premium</b>		<b>\$1,103,516</b>	<b>\$1,236,894</b>

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** October 5, 2021

**DEPARTMENT:** Community Sustainability

**TITLE:**

Resolution No. 71-2021 - Intent to abandon an approximately 40-foot-wide section of public right-of-way known as 9<sup>th</sup> Avenue South located between the alley east of South N Street and west of South Federal Highway

**SUMMARY:**

Resolution No. 71-2021 is the first of a two-step process to abandon the right-of-way. The subject abandonment was requested by Cotleur & Hearing, a land development firm, on behalf of The Lord's Place, Inc. to allow for the construction of a 7-unit multi-family project proposed on the west side of South Federal Highway utilizing the parcel located at 827 South Federal Highway and the adjacent parcel to the north. This project is commonly referred to as "Burckle Place III." The subject right-of-way is approximately +/-137 feet in length by +/- 40 feet wide, half of which would be used for the proposed project.

**BACKGROUND AND JUSTIFICATION:**

The procedure to abandon public rights-of-way is established in Section 19-4 of the City's Code of Ordinances. Section 19-4 states that the City Commission may, by its own initiative or upon request, adopt a resolution declaring the intention of the City Commission to consider the abandonment of rights-of-way.

Staff from Public Works, Water Utilities, and Electric Utilities Departments reviewed the request and identified no issues with the abandonment. However, an utility easement will be required prior to CO being issued.

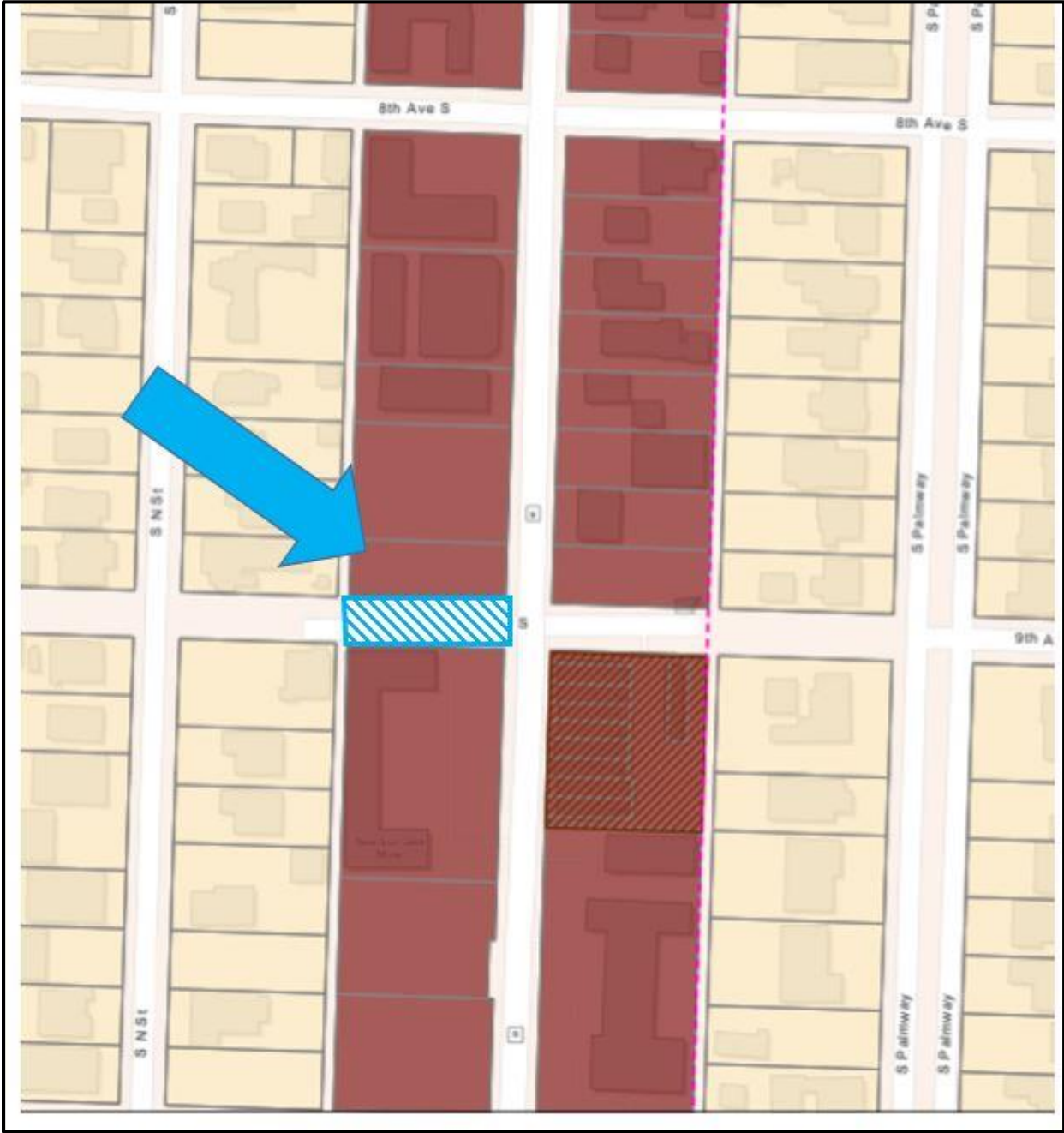
**MOTION:**

Move to approve/disapprove Resolution 71-2021 and to schedule the public hearing for November 2, 2021.

**ATTACHMENT(S):**

Location Map  
Resolution 71-2021

General Location Map of ROW Abandonment



RESOLUTION NO. 71-2021 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, DECLARING THE INTENTION OF THE CITY COMMISSION TO CONSIDER THE ABANDONMENT OF AN APPROXIMATELY 40 FOOT WIDE RIGHT-OF-WAY LOCATED BETWEEN 827 SOUTH FEDERAL HIGHWAY AND 901 SOUTH FEDERAL HIGHWAY AND REVERTING BACK TO THE PROPERTY OWNERS OF SAID ABUTTING PROPERTIES (PCN: 38-43-44-27-01-021-0160 AND 38-43-44-27-01-030-0090) AS DESCRIBED HEREIN; SETTING A PUBLIC HEARING TO HEAR AND CONSIDER PUBLIC COMMENTS TO THE PROPOSED ABANDONMENT; PROVIDING AN EFFECTIVE DATE

WHEREAS, Cotleur & Hearing, a land development firm, on behalf of The Lord's Place, Inc., has requested the right-of-way abandonment in conjunction with the construction of a 7-unit multi-family project proposed on west side of South Federal Highway utilizing the parcel located at 827 South Federal Highway and the adjacent parcel to the north (this project is commonly referred to as "Burckle Place III"); and

WHEREAS, the abutting property owners are The Lord's Place, Inc. (PCN: 38-43-44-27-01-021-0160) hereinafter referred to as "827 S Federal Highway") and Ghodratollah Mahmoudi Revocable Trust, Mahmoudi Ghodratollah Trustee (PCN: 38-43-44-27-01-030-0090) hereinafter referred to as "901 S Federal Highway"; and

WHEREAS, the abutting property owners are The Lord's Place, Inc. (PCN: 38-43-44-27-01-021-0160) hereinafter referred to as "827 S Federal Highway" and Ghodratollah Mahmoudi Revocable Trust, Mahmoudi Ghodratollah Trustee (PCN: 38-43-44-27-01-030-0090) hereinafter referred to as "901 S Federal Highway"; and

WHEREAS, the abutting property owners have each stated their desire to accept the return of half (+/- 20 feet wide) of the approximately +/-137 feet in length by +/- 40 feet wide portion of the abandoned ROW adjacent to their property; and

WHEREAS, a utility easement dedication will be entered into for existing utilities; and

WHEREAS, The Lord's Place, Inc. will prepare the required sketch and legal descriptions for each portion of the right-of-way subject to the proposed abandonment prior to the final approval by the City Commission; and

WHEREAS, the City Commission seeks to hear the proposed abandonment at a public hearing on November 2, 2021 and consider any public comments, objections or protest to the same.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA, that:

Section 1. The foregoing recitals are incorporated into this Resolution as true

statements.

Section 2. The City Commission of the City of Lake Worth Beach, Florida, hereby declares its intention to consider the abandonment of the following described right-of-way which will revert back to the abutting property owners as follows:

THE APPROXIMATELY A 40-FOOT-WIDE RIGHT-OF-WAY LOCATED BETWEEN LOT 16, BLOCK 21 AND LOTS 9 TO 12, BLOCK 30, ACCORDING TO THE PALM BEACH FARMS COMPANY PLAT NO. 4 ADDITION 1 TO THE TOWN OF LAKE WORTH, RECORDED IN PLAT BOOK 5, PAGE 6, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND REVERTING BACK TO THE PROPERTY OWNERS OF SAID ABUTTING PROPERTIES PCN: 38-43-44-27-01-021-0160 AND 38-43-44-27-01-030-0090) LOCATED ALONG THE NORTH AND SOUTH LINES OF THE RIGHT-OF-WAY.

Section 3. A public hearing is to be held at 6:00 pm on November 2, 2021, or as soon thereafter as the matter can be heard, at City Hall, 7 North Dixie Highway, Lake Worth Beach, FL, to hear and consider comments, objections or protests by the public on the abandonment.

Section 4. This resolution shall become effective immediately upon its passage.

The passage of this resolution was moved by \_\_\_\_\_, seconded by \_\_\_\_\_, and upon being put to a vote, the vote was as follows:

- Mayor Betty Resch
- Vice Mayor Herman Robinson
- Commissioner Sarah Malega
- Commissioner Christopher McVoy
- Commissioner Kimberly Stokes

The Mayor thereupon declared this resolution duly passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

LAKE WORTH BEACH CITY COMMISSION

By: \_\_\_\_\_  
Betty Resch, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Ann Coyne, City Clerk



# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** October 5, 2021

**DEPARTMENT:** Community Sustainability &  
CRA

**TITLE:**

Interlocal Agreement with Treasure Coast Regional Planning Council to undertake a Downtown Property Public Outreach and Master Plan Development Study

**SUMMARY:**

Proposed interlocal agreement with the Treasure Coast Regional Planning Council (TCRPC) to undertake downtown property public outreach and master plan development study for the City owned properties along South M, South L and South K Streets. The scope of services was negotiated by the Lake Worth Beach CRA, which will provide the funding for the endeavor.

**BACKGROUND AND JUSTIFICATION:**

Over the course of the past three years, the City and CRA have collaborated on acquiring several sites in the downtown area, proposing them for redevelopment and additional parking. All of the lots are located within the City's downtown historic district and several include contributing structures. In total, 14 parcels are involved and 9 structures.

In February of 2020, a Request for Proposals (RFP) #02-1920 was issued by the CRA from which three (3) responses were received. Rosemurgy Properties was selected and initial conceptual design work ensued. In addition, the City prepared a study of the development potential of the properties along South L and M Street as well as a parking analysis for the properties on South K Street. Following a great deal of public concern, criticism and negative feedback regarding the proposals and the impact on the local historic district and downtown, the CRA initiated a conversation with the TCRPC to undertake a public outreach effort and master planning exercise for the sites and the future of downtown. The attached CRA memo goes into more detail regarding the acquisition history, the RFP process and the proposed TCRPC study.

A formal Scope of Services with activities to be undertaken and deliverables to be completed by TCRPC is provided as part of Interlocal Agreement. All funding for the proposed work will be provided by the CRA.

**MOTION:**

Move to approve/disapprove the Interlocal Agreement with the TCRPC to undertake downtown property public outreach and master plan development study

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Inter-local agreement  
Scope of Services  
CRA Memo



**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF LAKE WORTH BEACH  
AND THE TREASURE COAST REGIONAL PLANNING COUNCIL  
FOR A MASTER PLAN AND WORKSHOP FOR DOWNTOWN SITES**

This Interlocal Agreement (herein referred to as “Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the **City of Lake Worth Beach** (herein referred to as “the City”) and the **Treasure Coast Regional Planning Council** (herein referred to as “Council”), each constituting a public agency as defined in Part I of Chapter 163, Florida Statutes. The City and/or the Council shall be referred to as either a “Party” or the “Parties” in this Agreement.

**WITNESSETH:**

**WHEREAS**, Section 163.01, Florida Statutes, known as the “Florida Interlocal Cooperation Act of 1969,” authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities and public agencies on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the need and development of local communities; and

**WHEREAS**, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into interlocal agreements with each other to exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

**WHEREAS**, the Council is permitted to provide services to the City as the Council is established by the State of Florida and considered a public agency in accordance with state law; and

**WHEREAS**, the City Commission for the City of Lake Worth Beach, Lake Worth Beach, Florida, has determined that an analysis of City and Lake Worth Beach Community Redevelopment Agency (“CRA”) land assemblages in downtown Lake Worth Beach, to include public outreach, a virtual public workshop, design concepts and planning-level pro-formas to assist the City in preparation of a Request for Proposals, to be in the best interests of the residents and businesses of Lake Worth Beach; and

**WHEREAS**, the City Commission and the Council desire to enter into this Agreement to facilitate planning activities related to the subject sites generally located along the south side of Lake Avenue between South K Street and South M Street as depicted in Attachment “C”.

**NOW THEREFORE**, in consideration of the mutual covenants, promises and representations herein, the Parties agree as follows:

**SECTION 1. PURPOSE**

- A. The purpose of this Agreement is to memorialize the terms under which the Council will assist the City with an analysis of potential redevelopment strategies, including public

outreach and a virtual public workshop, for City/CRA land assemblages in downtown Lake Worth Beach.

- B. The City and the Council agree to act in a spirit of mutual cooperation and good faith in the implementation of the Agreement and its purpose.

**SECTION 2. EFFECTIVE DATE**

This Agreement shall become effective upon its approval by the City Commission of the City of Lake Worth Beach on behalf of the City of Lake Worth Beach and the Executive Director of the Treasure Coast Regional Planning Council, the due execution thereof by the proper officer of the City of Lake Worth Beach and the Treasure Coast Regional Planning Council.

**SECTION 3. GENERAL TERMS AND CONDITIONS**

- A. This Agreement shall begin upon execution by both parties and shall end when the deliverables are complete as identified in the Anticipated Project Schedule contained in Attachment “B” unless terminated earlier in accordance with Section 5.
- B. The Council shall fully perform the obligations identified in the Scope of Services contained in Attachment “A” of this Agreement to the satisfaction of the City.
- C. The City and the Council agree to be governed by applicable State and Federal laws, rules, and regulations.
- D. Modifications of this Agreement may be requested by either party. Changes must be mutually agreed upon and are only valid when reduced to writing, duly signed by each party.
- E. The City agrees to:
  - 1. Assist in the development of documents necessary to conduct the analysis;
  - 2. Provide all necessary public notice as required by Florida Statutes;
  - 3. Provide venues for all public workshops and meetings; and
  - 4. Process all requests for reimbursement in a timely manner.

**SECTION 4. RECORD KEEPING**

- A. The Council shall retain all records related to this Agreement for a time period consistent with the State of Florida Public Records Retention Schedule, as may be amended from time to time.
- B. The Council shall allow access to its records during normal business hours and upon reasonable advance requests of the City, its employees and agents.

**SECTION 5. TERMINATION**

This Agreement may be terminated for convenience by either party on thirty (30) days written notice, or for cause if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within five (5) days of written notice and diligently complete the correction thereafter. The City shall be obligated to pay the Council for only its work completed up to the date of termination pursuant to this paragraph.

**SECTION 6. REMEDIES**

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to

every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**SECTION 7. INDEMNIFICATION**

Each party shall be liable for its own actions and negligence and, to the extent permitted by law, the Council shall indemnify, defend and hold harmless the City against any actions, claims or damages arising out of Council's negligence in connection with this Agreement, and the City shall indemnify, defend and hold harmless Council against any actions, claims, or damages arising out of the City's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity and shall be specifically limited by the amounts set forth in Section 768.28, Florida Statutes. Nothing in this Agreement shall be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

**SECTION 8. SEVERABILITY**

Should any provision of this Agreement be declared invalid or unenforceable by a court of competent jurisdiction, the same shall be deemed stricken here from and all other terms and conditions of this Agreement shall continue in full force and effect as if such invalid provision had never been made a part of the Agreement.

**SECTION 9. ENTIRETY OF AGREEMENT**

This Agreement represents the entire understanding between the parties. This Agreement may be modified and amended only by written instrument executed by the parties hereto in accordance with Section 3.

**SECTION 10. NOTICE AND CONTACT**

All notices provided under or pursuant to this Agreement shall be in writing, delivered either by hand, overnight express mail, or by first class, certified mail, return receipt requested, to the representatives identified below at the address set forth below:

**For the City:**

City of Lake Worth Beach  
Attn: City Manager  
7 North Dixie Highway  
Lake Worth Beach, FL 33460

**For the Council:**

Thomas J. Lanahan, Executive Director  
Treasure Coast Regional Planning Council  
421 SW Camden Avenue  
Stuart, FL 34994

**SECTION 11. FUNDING/CONSIDERATION**

- A. This is a fixed fee Agreement based on the Scope of Services as identified in Attachment “A”. As consideration for performance of work rendered under this Agreement, the City agrees to pay the Council a fixed fee not to exceed the fee schedule and allowances provided for in Attachment “A”, including travel, attendance at all required public meetings and workshops, out-of-pocket expenses (printing and reproduction costs), mail, couriers, and other costs related to the services provided.
- B. The satisfactory completion of deliverables by the Council, in accordance with general industry standards and best practices and submission of an invoice to the City, shall be considered the Council’s request for payment according to the project milestone schedule contained in Attachment “A”. The City shall pay the Council within thirty (30) days of receipt of an invoice.

**SECTION 12. CHOICE OF LAW; VENUE**

This Agreement shall be governed by the laws of the State of Florida. Venue for any action arising to enforce the terms of this Agreement shall be in Palm Beach County, Florida.

**SECTION 13. ATTORNEY’S FEES**

Any costs or expense (including reasonable attorney’s fees) associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective parties, however, this clause pertains only to the Parties to this Agreement.

**SECTION 14. DELEGATION OF DUTY**

Nothing contained herein shall deem to authorize the delegation of the constitutional or statutory duties of the officers of the City or the Council.

**SECTION 15. FILING**

This Agreement and any subsequent amendments thereto shall be filed with the Clerk of the Circuit Court of Palm Beach County pursuant to Section 163.01(11), Florida Statutes.

**SECTION 16. EQUAL OPPORTUNITY PROVISION**

The CRA and the Council agree that no person shall, on the grounds of race, color, ancestry, creed, religion, sex, national origin, political affiliation, disability, age, marital status, family status, pregnancy, sexual orientation, or gender identity be excluded from the benefits of, or be subject to any form of discrimination under, any activity carried out in the performance of the Agreement.

**SECTION 17. PUBLIC RECORDS**

In performing services pursuant to this Agreement, the Council shall comply with all applicable provisions of Chapter 119, Florida Statutes. As required by Section 119.0701, Florida Statutes, the Council shall:

- A. Keep and maintain public records required by the City to perform this service.
- B. Upon request from the City’s custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

- 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 the Agreement term and following completion of the Agreement if the Council does not transfer the records to the City.
- D. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Council or keep and maintain public records required by the City to perform the services. If the Council transfers all public records to the City upon completion of the Agreement, the Council shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Council keeps and maintains public records upon completion of the Agreement, the Council shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

**IF THE COUNCIL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COUNCIL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK MELISSA COYNE, RECORDS CUSTODIAN FOR THE CITY, AT: (561) 586-1662; MCOYNE@LAKEWORTHBEACHFL.GOV; OR 7 N. DIXIE HIGHWAY, LAKE WORTH BEACH, FL 33460.**

**SECTION 18. FORCE MAJEURE**

Except as otherwise provided in this Agreement, neither party shall be deemed in default or in breach of this Agreement to the extent it is unable to perform due to an event of Force Majeure. For the purpose of this Agreement, Force Majeure shall mean and include any strike, lockout, civil commotion, war-like operation, natural disaster, invasion, rebellion, pandemic, military power, sabotage, government regulations or controls over which either party has no amendatory powers, inability to obtain any material, utilities, service or financing, through Acts of God or other cause beyond the reasonable control of the party .

**SECTION 19. ANNUAL APPROPRIATIONS**

Each party's performance and obligation to pay under this Agreement is contingent upon an annual budgetary appropriation by its respective governing body for each fiscal year and subject to any budgetary limitations imposed by law.

**SECTION 20. NO BENEFICIARIES**

There are no third party beneficiaries to this Agreement.

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

**IN WITNESS WHEREOF**, the parties have executed this Interlocal Agreement as of the date set forth above.

**City of Lake Worth Beach**

**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: \_\_\_\_\_  
Bruce T. Miller, Financial Services Director

**Treasure Coast Regional Planning Council**

**ATTEST:**

By: \_\_\_\_\_  
Phyllis Castro  
Accounting Manager

By: \_\_\_\_\_  
Thomas J. Lanahan  
Executive Director

**Approved as to form:**

By: \_\_\_\_\_  
Keith W. Davis  
General Counsel



## **ATTACHMENT A**

### **SCOPE OF SERVICES**

#### **VIRTUAL PUBLIC WORKSHOP AND MASTER PLAN FOR DOWNTOWN CRA SITES CITY OF LAKE WORTH BEACH, FLORIDA**

*OCTOBER 5, 2021*

#### **PROJECT DESCRIPTION:**

The City of Lake Worth Beach (City) seeks to engage the Treasure Coast Regional Planning Council (TCRPC) to solicit public input, analyze potential redevelopment strategies, generate planning-level development pro-formas, and provide recommendations to help develop a new Request for Proposals for two CRA-owned assemblages (identified in Attachment C) in downtown Lake Worth Beach. The City requests that TCRPC solicit input from the public on an appropriate scale, intensity, and use(s) for the redevelopment of the sites. The Scope of Services will include the following:

- Undertake due diligence research to assess land use, planning, and physical conditions in and around downtown Lake Worth Beach with particular attention given to the two subject CRA-owned assemblages:
  - Site 1: 1.67 acres south of Lake Avenue between S “L” Street and S “M” Street with approximately 125’ of frontage along Lake Avenue;
  - Site 2: .229 acres at the corner of S “K” Street and 1<sup>st</sup> Avenue South (this site might also include the city-owned parking lot immediately to the north however it must retain the public parking spaces).
- Conduct a structured series of public input activities, including stakeholder interviews (individual and in groups, not to exceed 20 interviews), up to two virtual public input sessions, and up to six virtual presentations/meetings with the City;
- Provide information and materials for the City to create an online presence for the project via either or both websites;
- Develop a series of redevelopment options for Sites 1 and 2 exploring varying densities and intensities), prepare planning-level financial analyses for each design scenario to assist the City in understanding the implications in pursuing any of the scenarios, and provide renderings and data and analysis; and

- Develop an implementation approach, including recommendations for achieving the desired development scenario(s), public and private parking strategies; the approach may include both development incentives and historic preservation strategies.

## **SCOPE OF SERVICES**

### **Task 1: Staff Work Session #1 and Due Diligence Overview**

#### **Staff Work Session #1**

TCRPC will facilitate all staff work sessions and project coordination meetings needed for the project, beginning with Staff Work Session #1, which is to clarify the project schedule and goals; gather background data; review general market, infrastructure and development activity; identify stakeholders for interviews; and refine the project schedule as needed. The City will provide all regulatory information, project development history and activity, and other relevant data and GIS base map data as needed for the project. Additional staff work sessions will be scheduled throughout the course of the project to maintain clarity and consistency among all team members of the project mission and goals. Staff Work Session #1 will be scheduled with the City and CRA staff in the first month of the project following execution of the interlocal agreement. TCRPC will be responsible for logistics, agendas, facilitation, and meeting notes for all staff work sessions.

#### **Due Diligence Overview**

##### **Base Documentation**

The TCRPC team will develop, with assistance from City and CRA staff, necessary base documentation for the project to include GIS databases, aerial photography, ownership maps, permits, utilities, financial and infrastructure documents, and other data as appropriate.

##### **Site Reconnaissance**

The TCRPC team will conduct field work and site reconnaissance to develop a photo database and review on-site conditions. During field visits, TCRPC team members may schedule to meet with City and CRA staff, property owners, residents, and other representatives to tour specific areas to gain a greater understanding of relevant issues.

## Task 1 Deliverables

Specific deliverables will include:

1. Facilitation of Staff Work Session #1 and Documentation (Agenda, Sign-in Sheet, and Meeting Notes)
2. Project Memorandum including:
  - a. Updated Project Schedule
  - b. Due Diligence Components
  - c. Summary of Site Reconnaissance
  - d. Summary of Land Development and Infrastructure Conditions

## **Task 2: Stakeholder Interviews**

### Stakeholder Interviews

To further inform the analysis, the TCRPC team will conduct up to twenty (20) stakeholder interviews either at the City offices or virtually. The interviews will be designed to further inform the TCRPC team as to the opportunities and challenges related to the subject parcels and downtown Lake Worth Beach in general. Interviewees are anticipated to include members of the City Council, CRA Board, City and CRA staff, property owners, investors, and residents as well as representatives of other public agencies as appropriate. City and CRA staff will identify recommended interviewees, and TCRPC will be responsible for interview logistics, scheduling and facilitation.

## Task 2 Deliverables

Specific deliverables will include:

1. Project Memorandum including:
  - a. Listing of Stakeholder Interviewees
  - b. General Summary of Interview Findings

## **Task 3: Virtual Public Workshop**

In order to address the unique characteristics within the City and CRA relative to the study area, and to provide adequate public involvement and engagement, and in light of the continuing effects of COVID-19, TCRPC will conduct a Virtual Public Workshop. The workshop will be accessible to all who are interested. The format of the workshop and its desired outcomes include:

1. Opening Presentation: this presentation will identify the issues, opportunities and constraints of the project sites as well as define the purpose of this effort. The presentation will include the history of the subject sites and their acquisition, policy and

regulatory constraints for development on the sites, and a discussion on the role of the City and the CRA relative to development of the sites.

2. **Public Involvement:** there will be ample opportunity for a question-and-answer period with those in attendance. Various virtual formats will be explored to provide the greatest degree of involvement possible. The workshop will be advertised via the project website, through outreach during the interview process, as well as by email flyers to City/CRA contact lists.
3. **Next Steps:** the workshop will conclude with a summary of next steps. The TCRPC team will begin incorporating the input heard from the community during the Virtual Workshop into design concepts and initial project pro-formas. Over the course of the next three months the team will develop a series of strategies, designs, and support analysis which will be presented back to the community in early 2022.
4. **Work in Progress Presentation:** the TCRPC team will provide a virtual Work in Progress presentation in early 2022 to update the community on the direction of the project and get additional input prior to developing final recommendations.

### Task 3 Deliverables

Specific deliverables will include:

1. Complete Virtual Public Workshop;
2. Deliver the work-in-progress presentation;
3. Develop specific area designs and an overall Master Plan; and
4. Provide Implementation Recommendations and Next Steps.

### **Task 4: Develop Conceptual Redevelopment Masterplan and Strategic Recommendations**

#### Redevelopment Masterplan

Working with City and CRA staff and based on input derived through the Virtual Public Workshop, TCRPC will continue to create redevelopment scenarios for the subject parcels including high, moderate, and low intensity options. Planning-level financial pro-formas will be developed for each of the design scenarios to provide the City/CRA with the economic implications of each scenario. The Masterplan will include design scenarios which identify potential redevelopment quantities, renderings and analysis as needed.

#### Strategic Recommendations

Based upon the different redevelopment scenarios described above, TCRPC will develop recommendations for implementing the preferred scenario(s), which might include development incentives, strategies for historic preservation, public and private parking strategies, and may

include recommendations for revisions/updates to the City’s Comprehensive Plan and Land Development Regulations. The recommendations will consider the preferred mechanism for updating the regulations (i.e. overlay zones, limited-duration incentives, City-initiated re-zoning, etc.).

**Task 4 Deliverables**

Specific deliverables will include:

1. Project Memorandum including:
  - a. Redevelopment Scenarios
  - b. Recommendations and implementation strategies

**Task 5: Project Report and Presentations to City and CRA**

**Project Report**

TCRPC will assemble all project data, findings, and recommendations into a draft Project Report that will include summaries of public input, all design concepts and renderings, and all work products developed in the tasks described above. The draft Project Report will be provided to staff for up-to two (2) rounds of consolidated edits, which will be incorporated into a final Project Report.

**Presentations to City Council and CRA Board**

After the submittal of the Final Report, TCRPC will be available for up to six (6) presentations/meetings to the CRA Board and/or the City Council. TCRPC will coordinate the scheduling and content of the presentations with City/CRA staff. These presentations and/or meetings may be virtual.

**Task 5 Deliverables**

Specific deliverables will include:

1. Project Report (draft and final)
2. City Council/CRA Board Presentations and Documentation

**DELIVERABLES:**

DELIVERABLE	FORMAT
Project Memoranda, Agendas, Sign-In Sheets and Meeting Notes from Staff Work Sessions	Electronic copies in MS Word & PDF formats
GIS Maps and Data Tables	Electronic copies in ArcGIS and PDF formats

Project and Workshop Presentations	Electronic copies in Power Point & PDF formats
Redevelopment Concepts and Fiscal Analyses	Electronic copy in PDF format
Project Report	Electronic copy in PDF format

**FEES AND REIMBURSABLE EXPENSES:**

Professional services described in this Scope of Services will be performed for a fixed fee of **\$100,900.00 (One Hundred Thousand Nine Hundred Dollars and Zero Cents)**. The total fee includes travel, out of pocket expenses (printing and reproduction costs), mail, couriers, subconsultant costs, and all other costs related to the professional services.

TCRPC will provide all work and products, outlined in the scope above, payable per the following schedule. It does not include advertisement costs for any public hearings/workshops, meeting venue costs, or meeting refreshments. Additional presentations, meetings, or work beyond what is stipulated in the Scope of Services section of this Agreement will be billed at a rate of \$200.00 (Two Hundred Dollars and Zero Cents) per hour.

An Economic Market Study is not included in this Scope of Services.

Formal revisions to the City’s Comprehensive Plan, Land Development Regulations, and the writing of ordinances or staff reports are not included in this Scope of Services.

PROJECT MILESTONE	%	PYMT AMT
Notice to Proceed	10%	\$10,090.00
Task 3 Virtual Public Workshop (At completion of the workshop)	50%	\$50,450.00
Task 4 Project Memorandum (Draft Concept Plans and Recommended Implementation Strategies)	25%	\$25,225.00
Task 5 Submittal of Final Report	15%	\$15,135.00
<b>TOTAL</b>	100%	\$100,900.00

**ANTICIPATED SCHEDULE:**

An anticipated project schedule, contingent upon execution of the Interlocal Agreement in October 2021, is included as Attachment B.

**ATTACHMENT B**  
**ANTICIPATED SCHEDULE**  
**Lake Worth Beach CRA Downtown Development Parcels**



**ATTACHMENT C**  
**Lake Worth Beach CRA Downtown Development Parcels**  
**Subject Sites**





# LAKE WORTH BEACH COMMUNITY REDEVELOPMENT AGENCY

1121 Lucerne Avenue | Lake Worth Beach, Florida 33460-3346 | T: 561-493-2550

[www.lakeworthcra.org](http://www.lakeworthcra.org)

VIII.a.

FAX: (561) 586-1750

## MEMORANDUM

**TO:** Chair, Vice Chair and Members of the CRA Board

**FROM:** Joan C. Oliva, Executive Director *JO*

**DATE:** September 14, 2021

**SUBJECT:** **Interlocal Agreement with TCRPC for Downtown Property Public Outreach and Master Plan Development**

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### EXPLANATION

In February of 2020, the CRA advertised Request for Proposals (RFP) #02-1920 for the development of two sites in downtown Lake Worth Beach. The sites currently consist of a mixture of vacant lots, public parking lots and unoccupied residential structures. The combined sites located primarily along South 'K', 'L' & 'M' Streets just south of Lake Avenue, total approximately 2.4 acres (including the City surface lot). Due to the pandemic associated with COVID-19, the submission deadline for responses was extended from early June to August 4<sup>th</sup>, 2020. The CRA received 3 qualified submittals from interested development teams.

The downtown sites were assembled over a three-year period and with ten different transactions, adding to the two lots previously bought in 2005 by the CRA and the old Chamber building, which is still owned by the City although an agreement was signed in November 2019 for its sale to the CRA. The two assemblages consist of 14 separate parcels that are owned outright by either the CRA or City of Lake Worth Beach. The lots were purchased with CRA loan proceeds and/or City funds provided through the County's penny sales tax program. In order to help stimulate the downtown core, this area of the City was identified by our (previous) local officials as being ideal and prime for redevelopment efforts. The future of the downtown, its shops, restaurants and stores hinge on consumers visiting and spending money in the downtown.

In September of 2020, an RFP evaluation committee was setup to review and rank the 3 submittals that were received for #02-1920. The evaluation committee was comprised of CRA Staff, the Director of the Lake Worth Beach Community Sustainability Department, William Waters, and CRA Board members Drew Bartlett and Brent Whitfield. A virtual RFP review meeting, which included all submittal teams and members of the public, was conducted using the *ZOOM* application. The highest rated proposal was received from *Rosemurgy Properties/Stateside Development*. The evaluation committee forwarded the

highest ranked development submittal and the Board approved the selection committee's recommendation in October 2020.

In early 2021, CRA Staff and the developers were asked to host a public meeting to engage the public on the design of the proposed building. In April, Rosemurgy Properties hosted a Zoom meeting to answer questions posted by the public. However, the developer was not given the opportunity to present a redesigned project to the Board due to many reasons including time and lack of direction. An agreement with Rosemurgy/ Stateside was never negotiated or presented to the Board.

The CRA was asked to do a charette and take public feedback before reproducing an RFP, more in line with the new Commissions vision for downtown. Staff's understanding is that any future RFP may have additional restrictions placed on the height, density and design, in addition to the City's land development regulations and design guidelines. At this stage in the process, the CRA Board should decide whether or not to set aside the previous approval given to the selection of Rosemurgy/ Stateside as the chosen developer for this project. If the Board does agree to set aside the previous decision, Staff can then focus on a possible alternative path.

In light of previous discussions, Staff reached out to Treasure Coast Regional Planning Council (TCRPC) to help develop a scope for engaging the community and preparing for a re-advertised RFP with parameters. TCRPC is responsible for constructing the City's Historic Design Guidelines and, previously, the City's Transit Oriented Development Master Plan (TOD Plan) in 2008. The TCRPC is very familiar with the City, its historic districts, character and New Urbanist principles.

After touring the area and meeting with Dana Little, the Urban Design Director, and taking into consideration Covid protocols, the attached scope was created for the Board's review and possible approval. A copy of this scope and Interlocal agreement is attached as Exhibit "A". The scope includes due diligence and the development of a clear understanding of the land purchases and restrictions, site reconnaissance, stakeholder interviews, public workshops, a redevelopment masterplan for the area with strategic recommendations, and reports to both the City and the CRA. Once the public process is complete, Staff will rewrite the RFP, better reflecting the community's vision. Once responsive proposals are received, a new committee will be created to review and score them. All responsive submittals will then be reviewed by the Board.

The Board has several options available. These include:

1. Moving forward with a public process, negotiations and an agreement with the previously chosen developer, Rosemurgy/ Stateside
2. Setting the previously selected proposal aside and approving a contract with TCRPC for a public input process and production of a Master Plan to use in a future RFP
3. Land bank downtown CRA properties and wait for other opportunities to present themselves
4. Develop CRA properties paid for with LOC funds while returning the others to the City (17 S. M and 26-32 S. L Street)
5. A combination of the above or an alternative

If the Scope with TCRPC is approved, the initial payment will be paid from 20/21 Capital Project fund and the remainder will come from next year's Operating budget. Funds from the Business Assistance line item will be transferred into Professional Services to cover the expense.

## **RECOMMENDATION**

Staff suggests the Board review the proposal, consider setting aside the previous selection of a developer and engage the Treasure Coast Regional Planning Council with a public input process and the development of a master plan for the downtown parcels under CRA/ City ownership. Staff further recommends the Board seek approval from the City Commission on this redesigned process so both Boards can work in unison with the public and devise a future redevelopment plan, with implementation, that results in new housing, retail and other needed uses. If the Board chooses to engage TCRPC, an Interlocal must also be approved and executed.

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** October 5, 2021

**DEPARTMENT:** City Clerk

**TITLE:**

Discussion regarding potential ballot questions for the March 2022 municipal election

**SUMMARY:**

Sam Goodstein, Vice Chair of the Charter Review Committee will speak about the ballot questions approved by the committee.

**BACKGROUND AND JUSTIFICATION:**

On January 19, 2021, the City Commission adopted Resolution No. 02-2021, which established a Charter Review Committee, its the composition and duties. Thirteen members were appointed by the Commission on May 25, 2021 (two have since resigned) and the committee held its first meeting on July 6, 2021, and has been meeting twice a month.

The objective of Charter Review Committee is to review the City Charter and provide a recommendation to the City Commission regarding proposed amendments. Directions were that the Charter Review Committee's recommendation be delivered to the City Clerk within 180 days of its first meeting, with the City Clerk placing the recommendation on a City Commission regular meeting agenda. The City Commission is being asked to review the recommendations and determine if any proposed amendments to the City Charter should be pursued by the City. Ultimately, the timing of any proposed amendment(s) to the Charter will be finalized by ordinance no later than late November 2021 in order to be placed on the March 2022 municipal election ballot by the Palm Beach County Supervisor of Elections. The following ballot questions were approved and recommended by a majority of the committee:

- 1) term limits of two consecutive terms for a given seat
- 2) in any election a candidate may concede without forcing a run off
- 3) change to single-member district voting, mayor at large
- 4) allow election by plurality should the leading candidate get 40% plus 1 of the vote

**MOTION:**

N/A

**ATTACHMENT(S):**

Fiscal Impact Analysis - N/A  
Potential Ballot questions

## Potential ballot issues

- 1) term limits of two consecutive terms for a given seat.

### ARTICLE III. - LEGISLATIVE

#### Sec. 2. - Election and terms.

The election of members of the city commission, except the mayor, shall be by districts to be known as Districts 1, 2, 3 and 4. The commissioners from Districts 2 and 4 shall be elected to three-year terms commencing in March 2019. Commissioners from Districts 1 and 3 shall be elected to three-year terms commencing in March 2018. The mayor shall be elected to a three-year term commencing in March 2018. **The mayor and each commissioner shall serve until a successor has been duly qualified, elected and the election results certified by resolution of the city commission, or upon appointment, by resolution of the city commission.**

- 2) in any election a candidate may concede without forcing a run off. - NOT ADDRESSED IN THE CHARTER

- 3) changing to single-member district voting, mayor at large.

### ARTICLE III. - LEGISLATIVE

#### Sec. 1. - City commission; powers and composition.

**There shall be a city commission, with all legislative powers of the city vested therein, consisting of five (5) members who shall be electors of the city, and who shall be elected by the electors of the city-at-large.** Each commissioner shall reside in one of the districts established, and only one commissioner may reside in each district, except for the mayor who shall reside within the city. Candidates of the commission shall reside in the district from which they seek to be elected. Members of the commission shall reside in the district from which they were elected.

- 4) allow election by plurality should the leading candidate get 40% plus 1 of the vote.

### ARTICLE V. - QUALIFICATIONS AND ELECTIONS

#### Sec. 4. - General, special and run-off elections.

Whenever a general or a special election is held to fill any elective office in the city, **the candidate receiving a majority of the votes cast at such election to fill such**

office shall be declared to be duly elected; provided that in the event no candidate for a particular elective office shall receive a majority of the votes cast at such election to fill such office, then a run-off election shall be held two (2) weeks after the original election to elect a candidate to fill such office; provided further that in such event only the names of the two (2) candidates having received the greatest number of votes in the election for such office shall be submitted to the electors and the one receiving the majority number of votes in such run-off election shall be declared to be duly elected to such office; provided further, that should two (2) or more candidates receive an equal number of votes to any such office, so that it cannot be determined which two (2) had received the greatest and the next greatest number of votes, then the names of all such candidates shall be submitted at the run-off election and the candidate receiving the greatest number of votes at such election shall be declared elected to such office, regardless of whether such candidate received a majority of the votes cast to fill such office at such run-off election.

Non-ballot issue:

- 1) adopt a resolution in support of ranked choice voting.



**AGENDA**  
**CITY OF LAKE WORTH BEACH**  
**REGULAR CITY COMMISSION MEETING**  
**CITY HALL COMMISSION CHAMBER**  
**TUESDAY, OCTOBER 19, 2021 - 6:00 PM**

**ROLL CALL:**

**INVOCATION OR MOMENT OF SILENCE:** led by

**PLEDGE OF ALLEGIANCE:** led by

**AGENDA - Additions / Deletions / Reordering:**

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

- A. Proclamation recognizing the week of October 18-24, 2021 as "Florida City Government Week"
- B. Audit Presentation regarding the Annual Comprehensive Financial Report as of September 30, 2020 by RSM US LLP auditors Brett Friedman, Partner and Harris Anil, Senior Manager

**COMMISSION LIAISON REPORTS AND COMMENTS:**

**PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:**

**APPROVAL OF MINUTES:**

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

- A. Change Order 02-final to Globaltech, Inc. for the Utility Radio System Phase 1 Project

**PUBLIC HEARINGS:**

**UNFINISHED BUSINESS:**

**NEW BUSINESS:**

- A. Purchase Order with Atlantic Machinery, Inc. for the procurement of a new RAVO Compact Street Sweeper

**CITY ATTORNEY'S REPORT:**

**CITY MANAGER'S REPORT:**

**UPCOMING MEETINGS AND WORK SESSIONS:**

**ADJOURNMENT:**