



**AGENDA**  
**CITY OF LAKE WORTH BEACH**  
**SPECIAL CITY COMMISSION MEETING**  
**QUASI-JUDICIAL HEARING RE: THE BOHEMIAN**  
**BY TELECONFERENCE**  
**TUESDAY, JUNE 9, 2020 - 6:00 PM**

**ROLL CALL:**

**PLEDGE OF ALLEGIANCE:** led by Commissioner Herman Robinson

**NEW BUSINESS:**

- A. [Ordinance No. 2020-08 - Approve the establishment of a mixed use urban planned development for The Bohemian](#)

**ADJOURNMENT:**

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)

# EXECUTIVE BRIEF SPECIAL MEETING

**AGENDA DATE:** June 9, 2020

**DEPARTMENT:** Community Sustainability

**TITLE:**

Ordinance No. 2020-08 - Approve the establishment of a mixed use urban planned development for The Bohemian

**SUMMARY:**

Ordinance No. 2020-08 provides for the establishment of a mixed use urban planned development including a development of significant impact, a major site plan, a conditional use, sustainable bonus incentive and transfer development rights incentive for the Bohemian.

**BACKGROUND AND JUSTIFICATION:**

The Bohemian is a 200-unit mixed use residential project being proposed by Affiliated Development, the developers of The Mid located at 1601 North Dixie Highway. The Bohemian project will be located at the southwest corner of Lake Avenue and East Coast Street along the FEC tracks. It will be the second major, private investment project in the City by Affiliated Development and will include a variety of one- and two-bedroom apartments as well as an array of amenities, parking garage and a commercial/retail space fronting Lake Avenue. The parking garage will provide 120 spaces on the first two levels for public use (through a City lease). Amenities include a pool, pleasure court, dog park, uber/lyft lounge, fitness center, community area and a public plaza at the intersection of Lake Avenue and East Coast Street.

At its meeting of February 18, 2020, the City Commission approved a formal Letter of Intent (LOI) for the project. The Lake Worth Beach Community Redevelopment Agency (CRA) also supported the project. Subsequently, the project was formally submitted for entitlements and was reviewed by the City's Site Plan Review Team (SPRT). On May 27, 2020, the Planning & Zoning Board reviewed the project and unanimously recommended the project be approved by the City Commission.

If approved, the City's official zoning map will be amended to reflect the establishment of the mixed use urban planned development. Final vesting of entitlements will occur once the City's Future Land Use Element amendment presented to the Commission on June 2, 2020 for first reading has been transmitted to the Florida Department of Economic Opportunity (DEO) and approved by the City Commission on second reading, which should take place in early August, 2020.

**MOTION:**

Move to approve/disapprove Ordinance No. 2020-08 on first reading and to schedule the public hearing and second reading on June 30, 2020.

**ATTACHMENT(S):**

- Ordinance 2020-08
- PZB Staff Report
- Draft Conditions of Approval
  - Attachment A - Zoning Map
  - Attachment B - Site Plan Package
  - Attachment C - Supplemental Supporting Documents
  - Attachment D - Site Photos
- Bohemian Letter of Intent

**FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

<b>Fiscal Years</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
Capital Expenditures	0	\$2,608,958	\$150,000	0	0
Operating Expenditures		0	\$197,066	\$108,000	\$108,000
External Revenues	0	0	\$108,000	\$108,000	\$108,000
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
<b>Net Fiscal Impact</b>	<b>0</b>	<b>\$2,608,958</b>	<b>\$239,066</b>	<b>\$0</b>	<b>\$0</b>
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	FY20 Budget	Current Balance	Agenda Expenditure	Balance

**C. Department Fiscal Review:\_\_\_\_\_**

1  
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3  
4 **ORDINANCE NO. 2020-08 AN ORDINANCE OF THE CITY COMMISSION**  
5 **OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING THE**  
6 **OFFICIAL ZONING MAP BY APPROVING THE CREATION OF A MIXED**  
7 **USE URBAN PLANNED DEVELOPMENT DISTRICT, LOCATED AT 1017**  
8 **LAKE AVENUE, 101 SOUTH EAST COAST STREET, AND A PORTION**  
9 **OF 202 SOUTH EAST COAST STREET CONSISTING OF**  
10 **APPROXIMATELY 2.0359 ACRES AS MORE PARTICULARLY**  
11 **DESCRIBED IN EXHIBIT A, THAT IS LOCATED WITHIN THE TRANSIT**  
12 **ORIENTED DEVELOPMENT – EAST (TOD-E) AND ARTISANAL**  
13 **INDUSTRIAL (AI) ZONING DISTRICTS WITH A FUTURE LAND USE**  
14 **DESIGNATION OF TRANSIT ORIENTED DEVELOPMENT (TOD) THAT**  
15 **INCLUDES THE SPECIFIC DEVELOPMENT STANDARDS DESCRIBED**  
16 **IN EXHIBIT B; APPROVING A DEVELOPMENT OF SIGNIFICANT**  
17 **IMPACT; APPROVING A CONDITIONAL USE PERMIT; APPROVING**  
18 **DENSITY AND HEIGHT BONUS INCENTIVES THROUGH THE CITY'S**  
19 **SUSTAINABLE BONUS INCENTIVE PROGRAM AND TRANSFER OF**  
20 **DEVELOPMENT RIGHTS PROGRAM; APPROVING A MAJOR SITE**  
21 **PLAN FOR THE CONSTRUCTION OF A MIXED USE URBAN PLANNED**  
22 **DEVELOPMENT CONSISTING OF 200 RESIDENTIAL UNITS, A 3,619**  
23 **SQ. FT. COMMERCIAL STRUCTURE, AND A FIVE STORY PARKING**  
24 **GARAGE; PROVIDED FOR SEVERABILITY, CONFLICTS AND AN**  
25 **EFFECTIVE DATE.**

26  
27 WHEREAS, the City Commission of the City of Lake Worth Beach, Florida,  
28 pursuant to the authority granted in Chapters 163 and 166, Florida Statutes, and the Land  
29 Development Regulations, as adopted by the City of Lake Worth Beach, is authorized  
30 and empowered to consider petitions relating to zoning and land development orders;  
31 and  
32

33 WHEREAS, Chapter 23, Article 3, Division 6. – Planned Development of City of  
34 Lake Worth Beach's Land Development Regulations allows for the creation of planned  
35 development districts to incentivize innovative development through the utilization of  
36 incentive programs and flexible dimensional and use requirements that are defined within  
37 and occur in conformity with an approved master development plan; and  
38

39 WHEREAS, the City Commission entered into a Letter of Intent (LOI) agreement  
40 with 1017 Lake Ave, LLC on February 18, 2020. The LOI states that the City intends to  
41 provide the developer certain financial incentives and density bonuses including but not  
42 limited to a mixed use urban planned development density bonus, and a 20.359 unit  
43 transfer development rights incentive; and  
44

45 WHEREAS, 1017 Lake Ave, LLC (the Applicant), has petitioned the City of Lake  
46 Worth Beach (the City) for creation of a Mixed Use Urban Planned Development District

47 to allow for the approval of a mixed use development on a site located at 1017 Lake  
48 Avenue, 101 South East Coast Street, and 202 South East Coast Street (PCNS 38-43-  
49 44-21-15-500-0030; 38-43-44-21-15-500-0010; and 38-43-44-28-44-001-0000) as  
50 further described in Exhibit A (the Property) within the TOD-E and AI Zoning District and  
51 the TOD Future Land Use designation, and if approved, shall constitute an amendment  
52 to the City's official zoning map; and

53  
54 WHEREAS, the Applicant requests use of the City's Sustainable Bonus Incentive  
55 Program and Transfer of Development Rights Program to allow for additional height and  
56 density to be considered in conjunction with the Applicant's request for approval for a  
57 major site plan for the construction of a mixed use urban planned development currently  
58 known as "The Bohemian" that will contain a 200-unit multi-family development, a 3,619  
59 square foot commercial structure, and a five story parking garage to be constructed on  
60 this site, collectively known and after as "The Bohemian";

61  
62 WHEREAS, on May 20, 2020, the Lake Worth Beach Planning and Zoning Board  
63 (P&Z Board) considered the subject application for a Development of Significant Impact,  
64 Mixed Use Urban Planned Development District, Major Site Plan, Conditional Use Permit,  
65 Sustainable Bonus Incentive Program, and Transfer of Development Rights and  
66 recommended that the City Commission approve the creation of this mixed use urban  
67 planned development district; and

68  
69 WHEREAS, the City Commission has considered all of the testimony and evidence  
70 and has determined that the Development of Significant Impact, Mixed Use Urban  
71 Planned Development District, Major Site Plan, Sustainable Bonus Incentive Program,  
72 Conditional Use Permit, and Transfer of Development Rights, including the development  
73 regulations and conditions, meets the requirements of the Land Development  
74 Regulations, Section 23.3.25.

75  
76 NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE  
77 CITY OF LAKE WORTH BEACH, FLORIDA, that:

78  
79 Section 1. Recitals. The foregoing recitals are true and correct and are hereby  
80 affirmed and ratified.

81  
82 Section 2. The Mixed Use Urban Planned Development District located within the  
83 TOD-E and AI Zoning District with a future land use designation of TOD, as described  
84 more particularly in Exhibit A, is hereby approved. This approval includes the approval of  
85 the following elements to be known as the Master Development Plan: (a) Development  
86 of Significant Impact; (b) Mixed Use Urban Planned Development (c) Major Site Plan (d)  
87 Sustainable Bonus Incentive Program (e) Conditional Use Permit (f) Transfer of  
88 Development Rights; (g) district development standards (Exhibit B) (h) conditions of  
89 approval (Exhibit C); (i) required plans (Exhibit D); (j) supplemental supporting documents  
90 (Exhibit E), as well as all agreements, provision and/or covenants (Exhibit F) which shall  
91 govern the use, maintenance, and continued protection of the mixed use urban planned  
92 development and any of its common areas or facilities. The agreements may be approved

93 and amended by resolution. The Applicant is bound to all elements and requirements of  
94 the Master Development Plan.

95  
96 Section 3. The City's zoning maps shall be updated to reflect the changes to the  
97 property described in Exhibit A.

98  
99 Section 4. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict  
100 herewith are hereby repealed to the extent of such conflict.

101  
102 Section 5. Severability. If any provision of this ordinance or the application thereof is  
103 held invalid by a court of competent jurisdiction, the invalidity shall not affect other  
104 provisions of the ordinance which can be given effect without the invalid provision or  
105 application, and to this end the provisions of this ordinance are declared severable.

106  
107 Section 6. Effective Date. This ordinance shall become effective ten (10) days after  
108 its final passage.

109  
110 The passage of this ordinance on first reading was moved by \_\_\_\_\_,  
111 seconded by \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

112  
113  
114 Mayor Pam Triolo  
115 Vice Mayor Andy Amoroso  
116 Commissioner Scott Maxwell  
117 Commissioner Omari Hardy  
118 Commissioner Herman Robinson

119  
120  
121 The Mayor thereupon declared this ordinance duly passed on first reading on the  
122 9<sup>th</sup> day of June, 2020.

123  
124  
125 The passage of this ordinance on second reading was moved by  
126 \_\_\_\_\_, seconded by \_\_\_\_\_, and upon being put to a vote,  
127 the vote was as follows:

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130 Mayor Pam Triolo  
131 Vice Mayor Andy Amoroso  
132 Commissioner Scott Maxwell  
133 Commissioner Omari Hardy  
134 Commissioner Herman Robinson

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The Mayor thereupon declared this ordinance duly passed on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

LAKE WORTH BEACH CITY COMMISSION

By: \_\_\_\_\_  
Pam Triolo, Mayor

ATTEST:

\_\_\_\_\_  
Deborah M. Andrea, City Clerk



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: May 20, 2020  
TO: Members of the Planning and Zoning Board  
FROM: Alexis Rosenberg, Senior Community Planner and Andrew Meyer, Senior Community Planner  
THRU: William Waters, AIA, NCARB, LEED, AP BD+C, ID, SEED, Director for Community Sustainability  
MEETING: May 27, 2020

SUBJECT: **PZB Project Number 20-00900001**: Request by Jeffery Burns of Affiliated Development on behalf of 1017 Lake Ave, LLC for consideration of a Development of Significant Impact, Mixed Use Urban Planned Development, Major Site Plan, Conditional Use Permit, Sustainable Bonus Program Incentive and a Transfer of Development Rights Incentive to construct a transit-oriented, mixed-use, multifamily development within the Transit Oriented Development-East (TOD-E) and Artisanal Industrial (AI) zoning district. The subject properties PCNs are 38-43-44-21-15-500-0030; 38-43-44-21-15-500-0010; and 38-43-44-28-44-001-0000.

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**PROJECT DESCRIPTION:**

The Applicant, Jeffery Burns of Affiliated Development on behalf of 1017 Lake Ave, LLC, is requesting approval of the following:

- 1.) **Development of Significant Impact** to construct a mixed-use development with over 100 residential dwelling units.
- 2.) **Mixed Use Urban Planned Development** to construct a transit-oriented, mixed-use, multifamily development.
- 3.) **Major Site Plan** for the development of a new mixed-use building in excess of 7,500 square feet.
- 4.) **Sustainable Bonus Program Incentive** to meet the requirements of a Mixed Use Urban Planned Development and gain an increase of floor area ratio (FAR) to a maximum of 3.975, an increase in overall density to 90 units per acre (pending Comprehensive Plan Amendment approval), and an increase in height to seven stories and 82.5 ft..
- 5.) **Conditional Use Permit** to establish a mixed-use master plan greater than 7,500 square feet inclusive of a five-story parking garage.
- 6.) **Transfer of Development Rights Incentive** for an additional 10 units per acre. for a maximum density of 100 units per acre (pending Comprehensive Plan Amendment approval)

The subject site is 1017 Lake Avenue, 101 South East Coast Street, and a portion of 201 South East Coast Street. Once replatted, the subject site will be a large lot, of approximately 88,684 square feet. Located at the southwest corner of Lake Avenue and South East Coast Street, the site is currently a vacant parking lot, once licensed for a vehicle storage business. The proposed development, The Bohemian, consists of three main buildings – a 3,619

square foot commercial building, a 200-unit multi-family residential building, and a five-story parking garage. The 3,619 square foot commercial building is located in the northwest corner of the lot, facing Lake Avenue. Of the 3,619 square feet, 2,300 square feet will be enclosed, and 1,300 square feet will be an attached covered outdoor pavilion. The building sits to the west of a pedestrian plaza and is intended to house a general commercial or restaurant use. The residential building, which contains the 200 rental apartment units, is proposed to the south of the commercial building and at seven stories high. The Applicant is utilizing the County's workforce housing program to offer reasonably-priced rental rates that are similar to the current rates of downtown units without amenities. Based on the site plan package, there will be four unit types:

- Unit A1 (76 units) – one bed, one bath, totaling 594 square feet per unit
- Unit A2 (75 units) – one bed, one bath, totaling at 512 square feet per unit
- Unit B1 (35 units) – two bed, two baths, totaling at 975 square feet per unit
- Unit B2 (14 units) – two bed, two baths, totaling at 1035 square feet per unit

All units are accompanied with a +/- 50 square foot balcony. The parking garage is located to the south of the residential building and contains 120 public parking spaces on the first two floors, and 247 parking spaces on the remaining floors for the residential component of the project, totaling 367 parking spaces. The Applicant states that the development will include additional features such as a fitness center, dog park, resort-style pool and pool court, a rooftop observation deck, three electric vehicle charging stations, no-cost bike rentals and a ride-sharing drop-off area to promote alternative modes of transportation.

It is noted that on February 18, 2020, the City of Lake Worth Beach and 1017 Lake Ave, LLC entered into a Letter of Intent (LOI) agreement. The LOI states that the City intends to provide the developer certain financial incentives and density bonuses including but not limited to a mixed use urban planned development density bonus, and a 20.359 unit transfer development rights incentive for the 2.0359 acre site. A copy of the complete LOI is in Attachment C.

**Staff Recommendation:**

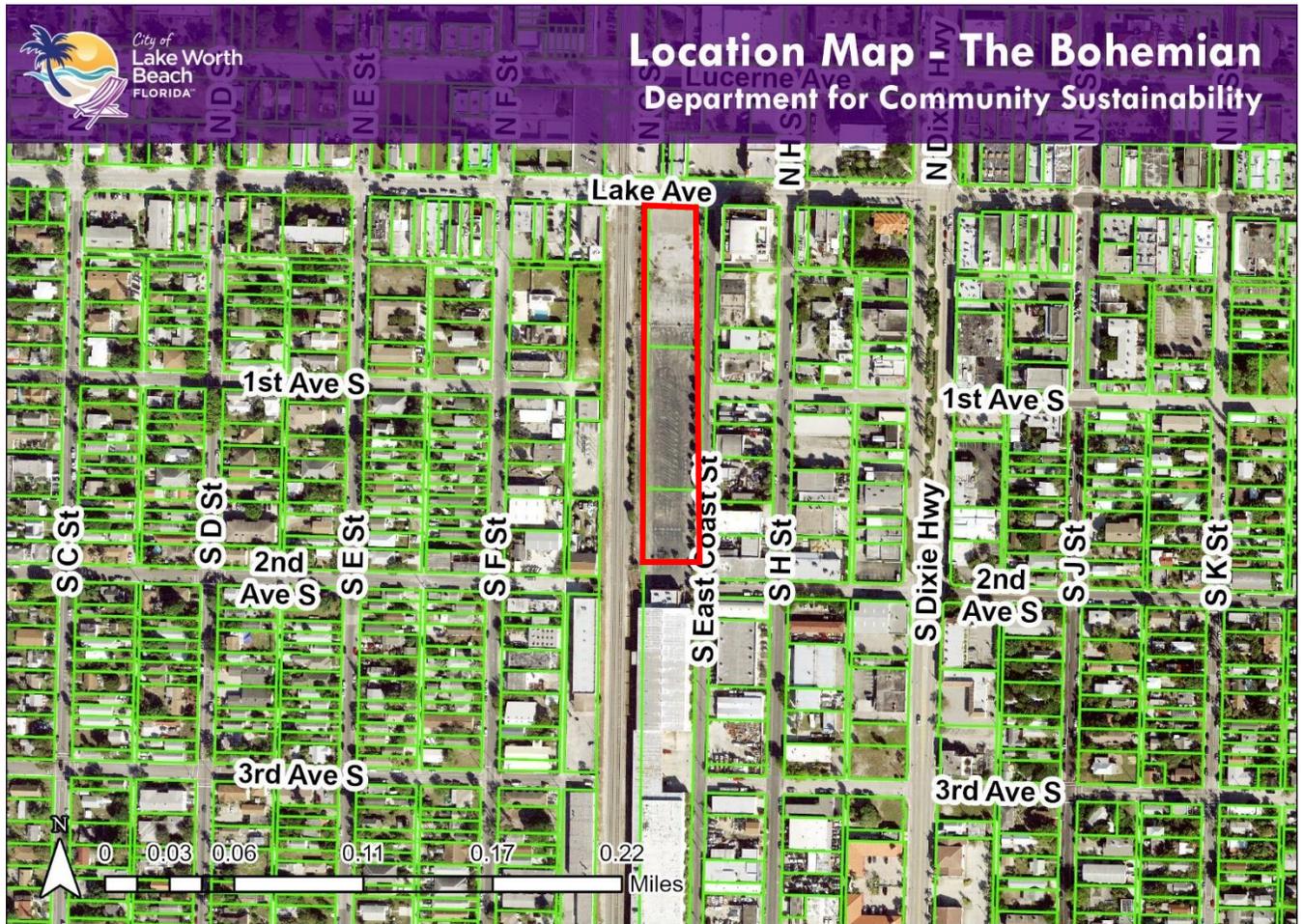
Staff has reviewed the documentation and materials provided, applying the applicable guidelines and standards found in the City of Lake Worth Zoning Code and Comprehensive Plan. The proposed development meets the criteria of the Comprehensive Plan and LDRs. Staff recommends that the Board recommend approval of the Development of Significant Impact, Mixed Use Urban Planned Development, Major Site Plan, Conditional Use Permit, Sustainable Bonus Program Incentive and a Transfer of Development Rights Incentive as conditioned to the City Commission.

**PROPERTY DESCRIPTION:**

<b>Applicant</b>	Jeffery Burns of Affiliated Development on behalf of 1017 Lake Ave, LLC
<b>Owner</b>	Jell, LLC
<b>General Location</b>	Southwest corner of Lake Avenue and South East Coast Street
<b>Existing PCN Numbers</b>	38-43-44-21-15-500-0030; 38-43-44-21-15-500-0010; and 38-43-44-28-44-001-0000

<b>Existing Land Use</b>	Vacant parking lot
<b>Zoning</b>	Transit Oriented Development – East (TOD-E) and Artisanal Industrial (AI)
<b>Future Land Use Designation</b>	Transit Oriented Development (TOD)

**LOCATION MAP:**



**BACKGROUND:**

The project site is located at 1017 Lake Avenue, 101 South East Coast Street, and a portion of 201 South East Coast Street. Below is a timeline summary of the properties' histories based on Palm Beach Property Appraiser's records and City records:

- 1017 Lake Avenue
  - October 14, 2015 to September 30, 2016 – Auto Palace East DBA of Flying held a business license for vehicle, boat, truck, recreational vehicle, and general storage
  - May 14, 2020 – there are no active business licenses at this site
  - May 14, 2020 – there are no active code cases at this site 101
- 101 South East Coast Street
  - October 14, 2015 to September 30, 2016 – Auto Palace East DBA of Flying held a business license for vehicle, boat, truck, recreational vehicle, and general storage
  - May 14, 2020 – there are no active business licenses at this site
  - May 14, 2020 – there are no active code cases at this site 101
- 201 South East Coast Street
  - July 11, 2008 to September 30, 2008 – Gold Coast Beverage Distribution Inc held a business license for a beverage distribution company
  - February 18, 2016 to September 30, 2016 – Padron Inc held a business license for a 12,000 square foot warehouse storage space
  - May 14, 2020 – there are no active business licenses at this site
  - May 14, 2020 – there is one active code case for an abandoned vehicle (Case 19-00003811)
  - May 14, 2020 – there is one active code case for an abandoned vehicle (Case 20-00001482)

**ANALYSIS:**

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

The subject site has a Future Land Use (FLU) designation of Transit-Oriented Development (TOD). Per Policy 1.1.1.8, the TOD FLU is established to promote compact, mixed-use development near proposed or existing transportation infrastructure to encourage diversity in the way people live, work and commute. The proposed mixed-use development provides a live, work, play environment at the gateway of downtown with a future train station component. Therefore, it is consistent with the intent of the TOD FLU. Furthermore, Objective 1.2.2 states that 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 areas. The proposed development takes advantage of the City's Sustainable Bonus Incentive Program and the Transfer Development Rights Program, which granting the development additional height, density, and floor area ratio over what is permitted by right. As mentioned, the project will offer free bike rentals and a ride-sharing drop-off area to promote alternative modes of transportation. Thus, this project is consistent with Objective 1.2.2.

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. Pillars II.A, II.B, and II.E of the Strategic Plan state that the City shall diversify housing options, continue crime reduction and prevention in achieving a safe, livable and friendly community, and deliver

sustainable indoor-outdoor leisure opportunities. The Bohemian is utilizing the County’s workforce housing program to offer reasonably-priced rental rates that are similar to the current rates of downtown units without amenities. In an attempt to reduce the crime potential at this location, the Applicant has included public safety features in the form of mechanical surveillance, natural surveillance, lighting, and access control. A detailed CPTED Plan is included in Attachment C. The Applicant also is providing indoor and outdoor leisure areas such as a pedestrian court in the northeast corner of the lot, a dog park and a fitness center as well as outdoor pool. Therefore, the project is consistent with Pillars II.A, II.B, and II.E of the City’s Strategic Plan. Pillars II.C, II.D, and II.F are not applicable to this project.

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

**Consistency with the City’s Land Development Regulations**

Per Section 23.3-25, planned developments are intended to encourage innovative land planning and development techniques through incentives to create more desirable and attractive development within the City. The Department of Community Sustainability is tasked in the Code to review planned development applications in accordance with the City’s LDRs, to assess compliance with the findings for granting planned developments (analyzed in the following sections) and to provide a recommendation for whether the application should be approved, approved with conditions, or denied.

**Transit Oriented Development – East (TOD - E):** Per LDR Section 23.3-19(a), the TOD-E zoning district is intended to promote compact, mixed-use development, including multiple-family residential, office and retail, near proposed or existing transportation infrastructure. The TOD-E district is also intended to encourage arts, entertainment, and cultural activities in the City. The proposed mixed use urban planned development provides a mixture of residential and commercial uses and is the location of a future train station. As such, the proposal is consistent with the intent of the TOD-E district.

The table below shows the proposed site features and its compliance with the Code, factoring in the Sustainable Bonus incentives, Planned Development incentives, Transfer Development Rights incentives per the Letter of Intent provisions and the Comprehensive Plan maximums. A concurrent Comprehensive Plan amendment to increase density in the TOD future land use designation is also underway:

Development Standard	Base Zoning District	Mixed Use Urban Planned Development with Sustainable Bonus Incentive Program (SBIP)	Mixed Use Urban Planned Development with SBIP and Transfer Development Rights (TDR)	Provided
Lot Size (min) In square feet (sf)	13,000 sf	2.0 acres	13,000 sf	88,684 sf (2.0359 acres)
Lot Width (min)	100’	100’	100’	128’ 9”
Setbacks	Front (min)	5’	5’	5’
	Rear (min)	10’	10’	16’ 8”
	Street Side (min)	10’	10’	<b>1’ 7”</b>
	Interior Side (min)	0’	0’	0’ 1”

Development Standard		Base Zoning District	Mixed Use Urban Planned Development with Sustainable Bonus Incentive Program (SBIP)	Mixed Use Urban Planned Development with SBIP and Transfer Development Rights (TDR)	Provided
Impermeable Surface Coverage (maximum)		65%	65%	65%	79%
Structure Coverage (max)		60%	60%	60%	23%
Living Area (minimum)	One bedroom units	600 sf	600 sf	600 sf	512 sf (Unit A2) and 594 sf (Unit A1)
	Two bedroom units	750 sf	750 sf	750 sf	975 sf (Unit B1) and 1035 sf (Unit B2)
Parking		245	245	245	379
Density (max)		50 du/acre (101 units) With Comp Plan Amend: 60 du/acre (122 units)	75 du/acre (152 units) With Comp Plan Amend: 90 du/acre (183 units)	85 du/acre (173 units) With Com Plan Amend: 100.2 du/acre (204 units)	98.2 du/acre (200 units)
Building Height (max)		30 feet	82.5 feet	97.5 feet	77' 6"
Floor Area Ratio (FAR) (max)		2.2	3.975	4.372	2.43

**Parking:** The proposed development meets the minimum parking requirements in the City’s LDRs. Because the project is located within the City’s downtown core area, the core area parking standards have been applied to the site. Additionally, per LDR Section 23.4-10(h), any land or building used for two or more uses receives a 25% parking reduction to the total number of spaces required. Based on these regulations, the total number of spaces required for this project is 245 spaces. The proposed five-story parking garage provides 367 parking spaces and there are 12 on-street spaces that run along the site’s east property line, adjacent to South East Coast Street, that the Applicant is including in the project’s parking calculation. Of the 367 parking spaces, 120 spaces will be dedicated as public parking spaces. Therefore, a total of 259 parking spaces are proposed for this project, which complies with the minimum parking requirement.

**Landscaping:** Overall, the development proposal complies with the City’s landscape regulations. The project proposes Phoenix Sylvester palms in the northeast corner of the site around the pedestrian plaza. Although Phoenix Sylvester palms do not typically qualify as shade trees adjacent to the right of way, their use around the pedestrian plaza is acceptable due to the project being a planned development and the inclusion of very large maturing trees in the plaza.

**Density:** The proposed development complies with the City’s LDRs and Comprehensive Plan, pending the adoption of a concurrent amendment to the City’s Comprehensive Plan to increase density in the TOD future land use designation from a maximum of 50 dwelling units per acre to a maximum of 60 dwelling units per acre. As

shown in the table above, the base density in the TOD-E zoning district is currently a maximum of 50 dwelling units per acre. Per Policy 1.2.3.4 of the City's Comprehensive Plan, a mixed use urban planned development with a train station and three or more uses may obtain bonus density, intensity (FAR), and height over the base line as outlined in Table 1 of the Comprehensive Plan. The LOI agreement states that the project is being provided a 50% density bonus as permitted per the Comprehensive Plan, and is being provided an additional 10% density of units as a transfer development rights bonus. That being said, the maximum allowed density for this project is 85 dwelling units per acre which equates to 173 units. If a concurrent comprehensive plan text amendment is adopted to increase the density by 10 units per acre in the TOD future land use designation, the project will be allowed to develop up to 203 units (100 du/acre).

**Impermeable Surface Coverage:** The project as proposed exceeds the maximum allowed impermeable surface coverage of 65% outlined in the TOD-E development regulations. As part of the mixed-use planned development application, the Applicant is seeking a waiver from the required maximum impermeable surface coverage and has provided justification for the waiver in Attachment C. The Applicant states that the proposed impermeable surface area is essential to meeting the design intent of the development, which includes outdoor plazas, patios, and pool areas that contribute to the project's urban feel. If approved, this project is conditioned to utilize permeable pavers where possible to reduce the total impervious area by 5%-10% from the original proposed 79%. The final drainage plan, which would include the increase in permeable surface and consistent with all state and city requirements, is required per staff condition to be submitted 10 days prior to second reading / adoption.

**Structure Coverage:** Because this project is a planned development, it is allowed to use the maximum structure coverage requirement for a small lot instead of a large lot. Therefore, the maximum permitted coverage for all structures is 60%. Per LDR Section 23.4-12, structured parking garages shall count towards overall lot coverage, and therefore, are not counted as part of the structure coverage. The project proposes a total structure coverage of 23%, and therefore, is compliant with the maximum structure coverage criterion.

**Setbacks:** The project as proposed does not meet the minimum required setbacks of the base zoning district, TOD-E. As part of the mixed-use planned development application, the Applicant is seeking a waiver from the required minimum setbacks and has provided justification for the waiver in Attachment C. Per LDR Section 23.3-19(d)(3)(B)(1), the minimum side setback on the street is 10 feet. The Applicant is requesting that the City Commission waive Section 23.3-19(d)(3)(B)(1) to allow the parking garage to be setback 1'-7" from the east property line, adjacent to South East Coast Street. The Applicant states that due to the narrowness of the lot, the parking garage needs to be 1'-7" from the east property line to provide safe and efficient vehicle circulation within the garage. The Applicant is also requesting that the City Commission waive Section 23.3-19(d)(3)(B)(1) to allow the covered roof area attached to the Uber Lounge to be setback 9'-7" from the east property line, adjacent to South East Coast Street, which is intended to provide shade and rain shelter.

**Minimum Living Area:** The project as proposed does not meet the minimum required living area for a one-bedroom unit in the base TOD-E zoning district. As part of the mixed-use planned development application, the Applicant is seeking a waiver from LDR Section 23.3-19(b)(2), and has provided justification for the waiver in Attachment C. Per LDR Section 23.3-19(b)(2), a one-bedroom unit shall have a minimum of 600 square feet of living area. The project proposes two types of one-bedroom units, both under 600 square feet. Unit A1 is proposed with 594 square feet of living area, and Unit A2 is proposed with 512 square feet of living area. The Applicant states that in order to preserve space, the unit layout contains no hallways. The design decision allows for the same amount of usable space as a standard-size one-bedroom unit with a smaller total square footage. The Applicant also states that the smaller unit option makes it more feasible financially for potential tenants to live in a "market rate" environment.

**Signage:** This application includes a master sign program, proposing the following signage as part of the mixed-use planned development:

- One 405 square foot painted wall sign on the west façade of the residential building
- One 55 square foot wall sign (channel letters) on the north façade of the commercial building
- One 55 square foot wall sign (channel letters) on the east façade of the commercial building
- One 90 square foot wall sign on the north façade of the residential building
- One 12 square foot wall sign (channel letters) on the east façade of the residential building
- One 12 square foot wall sign (channel letters) on the east façade of the residential building

The application did not include a scaled graphic depiction of the signage on the building façade in the renderings, therefore staff has drafted a condition that the sign program package should include scaled drawings of the signage on the building façades, or the signage should be added to the renderings. As the signage is significant, its scale and proportion could potentially have an impact on the architecture. Further, the proposed painted wall sign is too larger to contain exclusively commercial messaging. Staff is proposing a condition that no more than 20% of the final approved design of the painted wall sign design be allocated for commercial signage. The remaining 80% will be required to be an artistic mural.

**Walls/Fences:** The site plan proposes an eight foot high precast wall along the west property line, facing the FEC Railway. Per LDR Section 23.4-4(e)(1), the maximum height of a wall is six feet. Therefore, the Applicant is seeking a waiver from LDR Section 23.4-4(e)(1), and has provided justification for the waiver in Attachment C. The Applicant states that the wall is intended to reduce as much sound transmission as possible, as it is adjacent to the FEC Railway. The additional height will contribute to reducing the sound transmission and will also serve as a security feature by discourage people from jumping over the wall into the development.

**Lighting and Security:** In attempt to reduce the crime potential at this location, the Applicant has included public safety features in the form of mechanical surveillance, natural surveillance, lighting, and access control. A detailed CPTED Plan is included in Attachment C. In regards to lighting, staff has not received a photometric plan at this time. This project is conditioned that a photometric plan be submitted to staff at least ten working days prior to the second reading at the City Commission.

**Major Thoroughfare Design Guidelines:** The project has been reviewed and found to be compliant with the City's Major Thoroughfare Design Guidelines. Staff will confirm compliance with the Guidelines' LED lighting criteria once a photometric plan is submitted, which will be at least ten working days prior to the second reading at the City Commission.

**Development of Significant Impact:**

A development of significant impact (DSI) is a commercial, office, or industrial development of 100,000 or more gross square feet of enclosed building area, including renovations of existing structures when a change to a more intensive use is anticipated, or a residential development of 100 or more dwelling units, including renovations of existing structures when a change to a more intensive use is anticipated. The project proposed qualifies as a DSI because it exceeds 100,000 square feet and exceeds 100 dwelling units.

Per LDR Section 23.2-35, a proposed DSI and any amendments to an approved DSI shall be reviewed and approved in accordance with the procedures and requirements for a conditional use permit except that the city commission shall be the decision maker and not the planning and zoning board or the historic resources preservation board. The conditional use permit criteria is outlined in the conditional use analysis within this report on page 16.

**Mixed Use Urban Planned Development:**

The intent of this section 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 mixed use urban planned development, including a mixture of residential and commercial uses. The sections of the Code the Applicant is requesting a waiver from as part of the mixed use urban planned development are outlined under the “Consistency with the City’s LDR Requirements” analysis section above. The criteria below are requirements of all 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. **Meets Criterion.**

2. *Minimum area required.* The minimum area required for a mixed use residential planned development district east of I-95 with the 50% density bonus shall be 2.0 acres.

**Staff Analysis:** This mixed-use planned development will be situated on a lot of 88,684 square feet, or approximately 2.0359 acres, which is over the required minimum area. **Meets Criterion.**

3. *Permitted uses.* Permitted uses within a mixed use residential planned development are shown in Article 3 of these LDRs. An mixed use residential planned development must be residential as well as two other uses including, retail, commercial, office, personal services, institutional, and cultural and artisanal arts or other uses specifically listed with the use tables of section 23.3-6 for the districts where the planned development is to be located.

**Staff Analysis:** The project will contain 3,619 square foot of commercial space, a public parking garage component, as well as 200 dwelling 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 as proposed does not meet the minimum required setbacks of the base zoning district, TOD-E. As part of the mixed-use planned development application, the Applicant is requesting setback reduction as part of their mixed use urban planned development request and has provided justification for the waiver in Attachment C.

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

**Staff Analysis:** Parking is being provided in the 367-space parking garage proposed as part of the project, as well as in part with 12 parking spaces located on East Coast Street adjacent to the project. A rideshare pick-up/drop-off space is being proposed on East Coast Street as part of the project between the residential building and the parking garage. **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:** At this time, the Applicant has not provided a photometric plan. This project is conditioned that a photometric plan with architecturally appropriate fixtures be submitted to staff at least ten working days prior to the second reading at the City Commission.

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, City of Lake Worth Sustainable Bonus Incentive Program.

**Staff Analysis:** Provisions for sustainability features and design excellence have been provided as part of this requirement to participate in the Sustainable Bonus Incentive Program; staff analysis regarding these sustainable features can be found below. **Meets Criterion.**

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

A master site plan is required in conjunction with a mixed use urban planned development. The review criteria below is 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 applicant has stated that the site plan has been organized in relation to the site and surrounding lots, and goes on to state that the Bohemian will be a catalyst in the community to bring in similar development. The commercial uses of the site are oriented to face Lake Avenue to continue the commercial corridor, and are at a height consistent with surrounding commercial buildings along the corridor. Residential

uses are buffered from Lake Avenue by the commercial building. The most intense use of the parking garage is oriented toward the rear of the site and away from the pedestrian circulation of Lake Avenue. **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:** This section is not applicable. The lots as they exist today are nearly completely paved, with no natural landscape and little vegetation. The applicant states that the proposed landscaping will be an environmental and aesthetic improvement to the site. **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:** An eight-foot wall is proposed along the west edge of the property, which will protect residents and users of the property from noise and impacts of the adjacent railroad. An 8-foot wall exceeds the allowed wall height by 2 feet. The Applicant is seeking a waiver from LDR Section 23.4-4(e)(1), and has provided justification for the waiver in Attachment C. The Applicant states that the wall is intended to reduce as much sound transmission as possible, as it is adjacent to the FEC Railway. The additional height will contribute to reducing the sound transmission and will also serve as a security feature by discourage people from jumping over the wall into the development. **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:** The applicant states that the development will include impact resistant windows that will reduce the transmissibility of noise and provide security and privacy. The commercial portion of the site as well as the amenity and leasing lobby for the development buffers the residential from the public space, and the open lawn and pool court is shielded from public space by using the main residential building as a buffer from the street and providing a wall along the west edge of the site. **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:** The applicant states that emergency vehicles will access the development by using the existing roadways that are adjacent to the site. Each of the three buildings on the site are oriented toward the street and have multiple points of access directly from the right of way. **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:** As stated above, all three buildings are oriented toward the street and have direct access to public streets and walkways. The vehicular access to the site is in the rear of the site and is far from the railroad crossing. In addition, two public plazas are proposed and each have direct access to public ways. **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:** As stated above, all three buildings are oriented toward the street. Both the commercial and residential building have no vehicular access; pedestrian circulation is prioritized and encouraged. The parking garage is the only building with vehicular access, and is situated at the rear of the site so that vehicular traffic interference with pedestrian circulation between the site and Lake Avenue is minimized. **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:** Ingress and egress access points will be provided on South East Coast Street, in and out of the parking garage. As part of the project development and per the roadway improvement project, East Coast Street will be reconfigured as a one-way street going northbound, and South H Street will serve as the means to travel south. The vehicular ingress and egress are placed on the site to minimize any interaction of vehicles with pedestrian circulation. **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 pattern. Aside from the parking garage, no on-site circulation will exist, and therefore this criterion does not apply. **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:** As stated above, no on-site circulation will exist, therefore this criterion does not apply. **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:** The off-street parking will be entirely enclosed within the structured parking garage, resulting in parking and loading areas being screened from adjacent property. A ride-share loading area is provided along East Coast Street between the residential building and the parking garage. This ride-share loading area is in a location which is optimal for the residents of the site as well as having direct access to the plaza adjacent to the future train station. **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 applicant states that the refuse will be accessed from East Coast Street and will be located in the main building to eliminate the need for garbage trucks to circulate through the parking garage. This location is far from adjacent property lines, and will be screened due to being contained within the trash room located on the first floor, minimizing impacts to adjacent properties. **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 applicant states that the development will spur nearby development, thus improving property values. The project will provide residential units downtown which will increase the number of available customers for local businesses. This increase of customers can increase the desirability of downtown properties, which has the potential to increase property values. **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 applicant states that this criterion is not applicable. The project is located in the TOD-E and AI zoning districts, both of which are commercial in nature. The parking garage is arranged closest to the AI zoning district, which has the potential for uses that contain an industrial element, however the intent of the AI zoning district is to create an industrial district more artisanal and commercial in nature in which more interaction with the public is encouraged. **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 applicant states that the development is consistent with Major Thoroughfare Design Guideline principles, including prioritization of compact and sustainable design, enhance the public realm, and create a healthy and safe community. The development places a priority on pedestrian circulation, and provides a public plaza which creates direct access to a future train station planned west of the site. A condition has been added which will require the applicant to work with staff to provide direct access to the train station from Lake Avenue. **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 applicant states that the development will incorporate tasteful design elements that will contribute to the positive image of the City. The buildings appear to use a mix of different materials and colors, and are designed with large windows and balconies for the residential units. **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 project provides for a mix of materials that are neutral and generally compatible with the local environment. The applicant states that the project will be Florida Green Building Certified, and that the project will cause an appreciation in terms of appearance and value. **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 applicant states that, by providing commercial space facing Lake Avenue, the development will drive foot traffic and encourage additional commercial development along the Lake Avenue corridor. The project has been reviewed for harmony with site plan development standards, signage, landscaping, and the City's comprehensive plan, and staff's findings pertaining to such have been included in this staff report. **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.**

**Sustainable Bonus Incentive Program:**

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

As mentioned, the proposed development complies with the City's LDRs and Comprehensive Plan, pending the adoption of a concurrent amendment to the City's Comprehensive Plan to increase density in the TOD future land use designation from a maximum of 50 dwelling units per acre to a maximum of 60 dwelling units per acre. The base density in the TOD-E zoning district is currently a maximum of 50 dwelling units per acre. Per Policy 1.2.3.4 of the City's Comprehensive Plan, a mixed use urban planned development west of Dixie Highway with three or more uses may obtain a 50% bonus on density, intensity (FAR), and height over the base line as outlined in Table

1 of the Comprehensive Plan. The LOI agreement states that the project is being provided the maximum density bonus, and is being provided an additional 20.359 units as a transfer development right bonus. That being said, the maximum allowed density for this project is 85.4 dwelling units per acre which equates to 173 units. If the concurrent amendment to increase the density for the TOD future land use designation by 10 units per acre is adopted, the maximum allowable density would be 203 units (100 du/acre). The subject application is for 200 total units.

Based on the calculation of the additional height and FAR proposed as part of the SBIP, the Applicant is asking for a bonus height of three stories, which includes the additional 15 feet requested as part of the SBIP and 15 feet granted as part of the transfer of development rights program, and an additional 0.45 in FAR. The total square footage of bonus area is 68,628 square feet (22,876 square feet per story). Therefore, the total value of required improvements is \$343,140 (\$5 per square foot). Below is the Applicant’s SBIP chart, which outlines the total value of improvements as part of the SBIP request which exceed the requirement.

<b>Improvement Detail</b>	<b>Valuation Amount</b>	<b>Calculation Details</b>
Florida Green Building Certification	\$57,190	\$114,380 x 0.5
Higher quality or additional landscaping beyond the requirements of the code.	\$30,000	Value of additional buffer material
Public amenity such as a law enforcement substation, cultural gallery, public, community meeting space, library, or garden. Uber Lounge, Fitness Area & - Pool Area	Uber Lounge: \$87,600 Fitness Area: \$275,265 Pool area: \$375,000	Uber Lounge: 150/sf *584 sf Fitness Area: \$135/sf * 2,039 sf Pool Area: \$200,000 pool, \$100,000 hardscape, \$75,000 Softscape
Other project components open to the public, or offering a direct community benefit meeting the intent of the comprehensive plan, which are similar to those listed as part of the USGBC's LEED for neighborhood development program, or which include elements of sustainable design such as: vii. Character and aesthetic excellence. - Public Art xii. Bicycle mobility systems. - Bike Racks xiii. Pedestrian mobility systems. - Lake Avenue Pedestrian Plaza	Public Art: \$20,000 Bike Racks: \$5,000 Pedestrian Plaza: \$75,000	Public Art: Allowance Bike Racks: Allowance Pedestrian Plaza: \$50,000 paver/brick hardscape, \$25,000 softscape
<b>Total Value of Improvements/Design Excellence Required: \$343,140</b>	<b>Total Value of Improvements/Design Excellence Provided: \$925,055</b>	

**Section 23.2-33(c)(2): Review/decision**

(a) Is the award calculated correctly, consistent with the square footage and height requested and the value of the features and improvements included in the development proposal?

**Staff Analysis:** The development proposal is consistent with the square footage and height requested. The Applicant is asking for a bonus height of three stories, which includes the additional 15 feet requested as part of the SBIP and 15 feet granted as part of the transfer of development rights program, and an additional 0.45 in FAR. The total square footage of bonus area is 68,628 square feet (22,876 square feet per story). Therefore, the total value of required improvements is \$343,140 (\$5 per square foot). The Applicant will be providing community based improvements and design excellence equivalent to \$925,055. **Meets Criterion.**

(b) Do the proposed on-site features or improvements adequately provide sustainable project enhancements beyond those otherwise required by these LDRs for the development proposal that are attainable and reasonable in the context of the proposed project?

**Staff Analysis:** The proposed on-site features and improvements provide enhancements that exceed the base requirements of the LDRs. The project will have Florida Green Building certification, additional landscaping that what is required by the Code, public amenities, and public art, and security features. **Meets Criterion.**

(c) Do the proposed off-site improvements meet the priorities of the City for community sustainability?

**Staff Analysis:** The project is not including off-site improvements toward the SBIP credit. However, the Applicant will be performing right-of-way improvements to South East Coast Street. **Meets Criterion**

(d) Do the proposed features, improvements or fees-in-lieu meet the intent of the SBIP?

**Staff Analysis:** As identified by the criteria above, the proposed features and improvements incorporated into the development proposal are beyond the base requirements of the LDRs, providing sustainable features and activating the space for public usability. Thus, the proposed development meets the intent of the SBIP. **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 mixed-use master plan greater than 7,500 square feet inclusive of a five-story parking garage. Further the conditional use criteria were also analyzed for the project as it is a Development of Significant Impact.

**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 TOD-E and AI. Once replatted, the zoning district with the majority of land will become the base zoning district. In this case, the base zoning district will become TOD-E. The Applicant states that the site is surrounded by TOD-E and AI zoned properties. Based on the intent of the TOD-E zoning district, uses most likely to occur in this district are compact mixed-use development. The use this project, which is a mixed-use development and parking garage, is consistent with the types of uses anticipated to occur within the TOD-E district. Therefore, the proposed mixed-use 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 (across Lake Ave)	TOD	TOD-E	Office
South (adjacent)	TOD and Artisanal Mixed Use (AMU)	AI	Warehouse
East (across S East Coast St)	TOD	TOD-E and AI	Office and Warehouse
West (adjacent)	N/A	TOD-E	FEC Railway

Per the Palm Beach County Property Appraiser, the site is surrounded by a mixture of commercial, office, and light warehouse uses. The mixed-use development is in harmony with the existing mixture of uses in the immediate area. Additionally, the proposed parking garage will help remedy the parking deficit identified in the downtown area. **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 Applicant states that the approval of this conditional use will bring more residents and visitors to the City, and provide more parking to the downtown area. The increase of foot traffic will patronize local businesses and add to the vibrance of the community. Therefore, the public benefit is anticipated to increase from this development. **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:** The proposed mixed use urban planned development is utilizing the City's SBIP, mixed-use planned development bonuses, and transfer of development rights program. These programs are intended to promote a compact, urban development that facilitates a live, work, play environment. The project is consistent

with the goals, objectives, and polices of the City of Lake Worth Beach's Comprehensive Plan and will not result in a more intensive development than what the 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 Palm Beach County Traffic Division has determined that the residential component of the proposed development is within the Coastal Residential Exception Area. Therefore, the residential portion of the project is exempt from Traffic Performance Standards (TPS). The non-residential component of the project has been found to be insignificant to the roadway network and thus meets the TPS of Palm Beach County. **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:** Per the Palm Beach County Traffic Concurrency Letter, the project is determined to be insignificant to the roadway network. Therefore, the traffic generated from the proposed development appears to be consistent with adjacent uses as well as the anticipated uses in this area. **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:** The Applicant has stated that the project is not anticipated to produce significant air pollution emissions that are greater than that of a development permitted by right. The proposed uses –commercial, residential, and a parking garage do 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 Applicant states that 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 the existing City utility lines adjacent to the project with boosters to alleviate any unnecessary size increases. Additionally, utility impact fees will be paid to the City to add additional capacity to the treatment plants and offset any impacts by the proposed development. Drainage infrastructure will be designed to meet the City's Code and the requirements of the Florida Department of Environmental Protection (FDEP). 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 included public safety features in the form of mechanical surveillance, natural surveillance, lighting, and access control. A detailed CPTED Plan is included in Attachment X. **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 Applicant states that the proposed mixed-use project with the parking garage will not generate significant noise. Based on the uses being proposed, the mixed-use 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 Applicant states that the proposed mixed-use project and parking garage will not generate light or glare that would negatively impact the surrounding properties. The Applicant also states that the site will remain in compliance with LDR Section 23.4-3 in regards to exterior lighting. **Meets Criterion.**

**Transfer of Development Rights (TDR) Incentive:**

The City's Transfer of Development Rights Incentives allow developers to buy development rights, such as height and density. The development rights are banked by transferring unused entitlement from City properties and allowing those rights to be purchased or used as an incentive for private development. The proposed project has gained an additional 15 feet of height and 20.359 units as part of the transfer of development rights bonus.

**Public Support/Opposition:**

Staff has not received any letters of support or opposition.

**CONCLUSION:**

The proposed request for a Development of Significant Impact, Mixed Use Urban Planned Development, Major Site Plan, Conditional Use Permit, Sustainable Bonus Program Incentive and a Transfer of Development Rights Incentive is consistent with the purpose, intent and requirements of the Comprehensive Plan, underlying zoning district, and surrounding areas, subject to compliance with staff's proposed conditions of approval. Therefore, staff recommends that the Board recommend approval of the proposed request with the conditions below:

**PB County Fire:**

1. Prior to the issuance of a building permit, ensure proper fire access is provided to all of the buildings.

**Electric Utilities:**

1. Prior to the issuance of a building permit, the following shall be completed:
  - a. Extend the 10-foot utility easement from the parking garage transformer to the power pole located at the northeast corner of South G Street and 1<sup>st</sup> Avenue South.
  - b. On the site plan, add notes to identify the easement width along the east side of the property and west side of the road on South G Street.
  - c. Provide a conduit and pull string.
  - d. Complete payment for the City's Electric Utilities Department to bury the overhead lines and furnish all transformers and pads.

**Planning:**

1. Prior to the issuance of a building permit, the following shall be completed:
  - a. Replat the project site in accordance with the procedures and regulations outlined in LDR Section 23.5-2. Per LDR Section 23.3-5(h)(4)(D), *"if a zoning change is involved, certification from the department for community sustainability shall be furnished to the city clerk indicating that the change requested has been approved and is in effect, and that the size of lots and other features shown on the plat conform to all zoning requirements. Signing of the final plat by the city clerk shall constitute such certification."*
  - b. Incorporate wayfinding signage to improve safety through accessibility, connectivity of spaces and functions and orientation (page 30 of the Major Thoroughfare Design Guidelines).
  - c. Relabel the "pool court" on page A-2.0 to "open lawn," as that is the correct label for this area per page SP-1.
2. The proposed density for this project of 98.2 dwelling units per acre will not be effective and cannot be constructed until the transmittal to DEO for review and the adoption by the City Commission of the proposed concurrent amendment to the City's Comprehensive Plan to raise the base density in the TOD-E zoning district from a maximum of 50 dwelling units per acre to a maximum of 60 dwelling units per acre.
3. The project shall continuously meet all of the requirements and stipulations outlined in the Letter of Intent, the Economic Investment Incentive Agreement and Parking Garage Master lease.
4. Once the future train station is developed on the project site, a pedestrian access path shall be constructed on the site to connect the train station to the public right of way (Lake Avenue and South East Coast Street)
5. Pavers or decorative concrete shall be used in the pedestrian plazas to enhance the aesthetic of the project.
6. Utilize permeable pavers where possible to decrease the total impermeable lot coverage by 5%-10 % prior to building permit. Note that permeable pavers may obtain a 50% lot coverage credit.
7. The parking garage shall have 120 parking spaces assigned for public parking.
8. A photometric plan shall be submitted to the City at least working ten days prior to the second reading at City Commission.
9. Rendering or scaled drawing depicting the proposed signage on each façade where signage is propose shall be submitted to the City at least five days prior to the first reading at City Commission.

10. A maximum of 20% of the final approved design of the painted wall sign design shall be allocated to commercial signage. The remaining 80% will be an artistic mural.

**Public Works:**

1. The issuance of any permits shall comply with all provisions of the Lake Worth Municipal Code and all other applicable standards including but not limited to the Florida Department of Transportation (FDOT), Manual on Uniform Traffic Control Devices (MUTCD), and City of Lake Worth Public Services Construction Standards and Policy and Procedure Manual.
2. No Certificate of Occupancy shall be granted until all conditions of approval have been satisfied under jurisdiction of the Department of Public Services.
3. Prior to the issuance of a building permit, the following shall be completed:
  - a. Contact the Lake Worth Drainage (LWDD) District's Engineering Department and obtain any required permit(s), if necessary, and furnish to the City. Prior to the issuance of a building permit, the applicant shall contact the South Florida Water Management District's (SFWMD) Engineering Department and obtain any required permit(s), if necessary.
  - b. Submit an Erosion Control plan and indicate the BMP's and NPDES compliance practices.
  - c. The applicant and the City shall agree on the required right of way improvements on East Coast Street to be designed and constructed by the developer. The City has agreed to contribute \$250,000 to the developer for the construction of related "Streets" improvements. The City is currently in the process of working with the Transportation Planning Authority on a grant to fund the full roadway improvements on East Coast St and South H Street. If awarded the grant, the funds will be available for construction in 2023. Improvements shall be inclusive of roadway reconstruction, on-street parking, sidewalks, street lighting, bulb outs, and site furniture.
  - d. Identify the trash and recycling area dimensions and provide a statement regarding the intended collection method (front load dumpster service, compactor service, rolloff box, etc.). City Solid Waste collection services via front load dumpster require the ability to access the site without having to exit the truck and maneuver dumpsters or containers.
4. Prior to the issuance of a certificate of occupancy (CO), the following shall be completed:
  - a. Ensure the entire surrounding off-site infrastructure inclusive of the roadway, sidewalk, curbing, stormwater system piping and structures, valve boxes, manholes, landscaping, striping, signage, and other improvements are in the same condition as prior to construction.
  - b. Fine grade and sod all disturbed areas 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 damages to pavement, curbing, striping, sidewalks or other areas shall be restored in kind.
5. Prior to performing work in the right of way, the applicant shall apply for and receive issuance of a "Right of Way/Utility Permit" application.

**Utilities Water & Sewer:**

1. A minimum of 10 working days prior to the scheduled adoption hearing, the applicant shall submit revised engineering plans that shall be amended as follows:
  - a. Watermain tap sizes for the fire suppression systems need shall be called out (size identified) in the civil set. This will ensure that the site has the adequately sized mains on site for use.
2. Prior to building permit approval, The Engineering submittal shall include the following:

- a. The drainage calculations have an error in the exfiltration trench equation for volume. Also, please review the soil storage calculations. Identify the 100-year flood elevation. Submittal should include the geotech data required to support these drainage calculations.
  - b. Show existing Stormwater mains that cross the property east to west at 1<sup>st</sup> Ave S. Design of the foot bridge shall provide sufficient clearance between the support piles and these existing utilities. The easements over these utilities shall be shown on the plans, if not present then an easement must be recorded with this project.
  - c. The City will review the ability to abandon the existing utility easement and establish new. The survey may require revision based on the location of the stormwater mains and infrastructure.
  - d. Provide an Erosion Control plan and with the BMPs and NPDES compliance practices for the project site.
  - e. Applicant will need to clean and add an internal liner to the sewer main from MH 396 to MH 398 approximately 430 LF in East Coast Ave. Laterals not in use, that would be associated with this property, must be capped at the main. Sewer report attached.
  - f. At time of engineering submittal provide a full drawing set the proposed drainage, Calculations, and any permits or permitting information from SFWMD and LWDD.
  - g. Add all structure and conflict information on the plans.
  - h. Complete water, sewer and drainage plans showing proposed pipe sizes, materials, structure sizes, utility crossing elevations, hydrants, manholes, as well as all pertinent site elevations.
  - i. Proposed watermains shall have a minimum depth of 36 inches.
  - j. Show potable and irrigation service line/s up the meter and backflow RPZ device/s.
  - k. Show water & sewer services, drainage structures, and stormmains on landscape plan. Confirm minimum spacing between landscape and services per Public Services Detail 23, Typical Tree with Root Barrier.
  - l. Fireflow calculations based on a recent hydrant test. Contact Pedro Segovia with Palm Beach County at [psegovia@pbcgov.com](mailto:psegovia@pbcgov.com)
  - m. On site Water and/or Sewer utilities will require a dedicated 15-foot utility easement.
  - n. Provide a copy of FDOT utility permit for any work within Lake Ave.
  - o. Signed and sealed Drainage Calculations including statement regarding floodplain management provisions for water quality and quantity shall be provided to the City.
  - p. Provide geotechnical information for the determination of the hydraulic conductivity of the soil, and groundwater elevation.
  - q. An Erosion Control plan and with the BMPs and NPDES compliance practices shall be provided for the project site.
  - r. Engineering plans shall include cross-sections along each property line and with grading showing the design storm (3-year, 1-hour (2.6")) runoff being maintained on site.
  - s. Provide existing and proposed site grades.
  - t. Indicate vertical datum on all plan drawings with grades.
  - u. All applicable City of Lake Worth details.
3. Prior to the issuance of a building permit, capacity fees for water and sewer shall be paid in full in accordance with the current City Ordinance.
  4. Prior to a Certificate of Occupancy (CO), a Bill of Sale for the pubic water and sewer mains shall be recorded.

**Board Actions:**

I MOVE TO RECOMMEND APPROVAL OF PZB PROJECT NUMBER 20-00900001 with staff recommended **conditions** for a Development of Significant Impact, Mixed Use Urban Planned Development, Major Site Plan, Conditional

Use Permit, Sustainable Bonus Program Incentive and a Transfer of Development Rights Incentive to construct a transit-oriented, mixed-use, 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 20-00900001 for a Development of Significant Impact, Mixed Use Urban Planned Development, Major Site Plan, Conditional Use Permit, Sustainable Bonus Program Incentive and a Transfer of Development Rights Incentive to construct a transit-oriented, mixed-use, 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 Development of Significant Impact, Mixed Use Urban Planned Development, Major Site Plan, Conditional Use Permit, Sustainable Bonus Program Incentive and a Transfer of Development Rights Incentive.

**ATTACHMENTS:**

- A. Zoning Map
- B. Site Plan Package
- C. Supplemental Supporting Documents
- D. Site Photos



## Conditions of Approval for PZB Project 20-00900001

---

### **PB County Fire:**

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**Utilities Water & Sewer:**

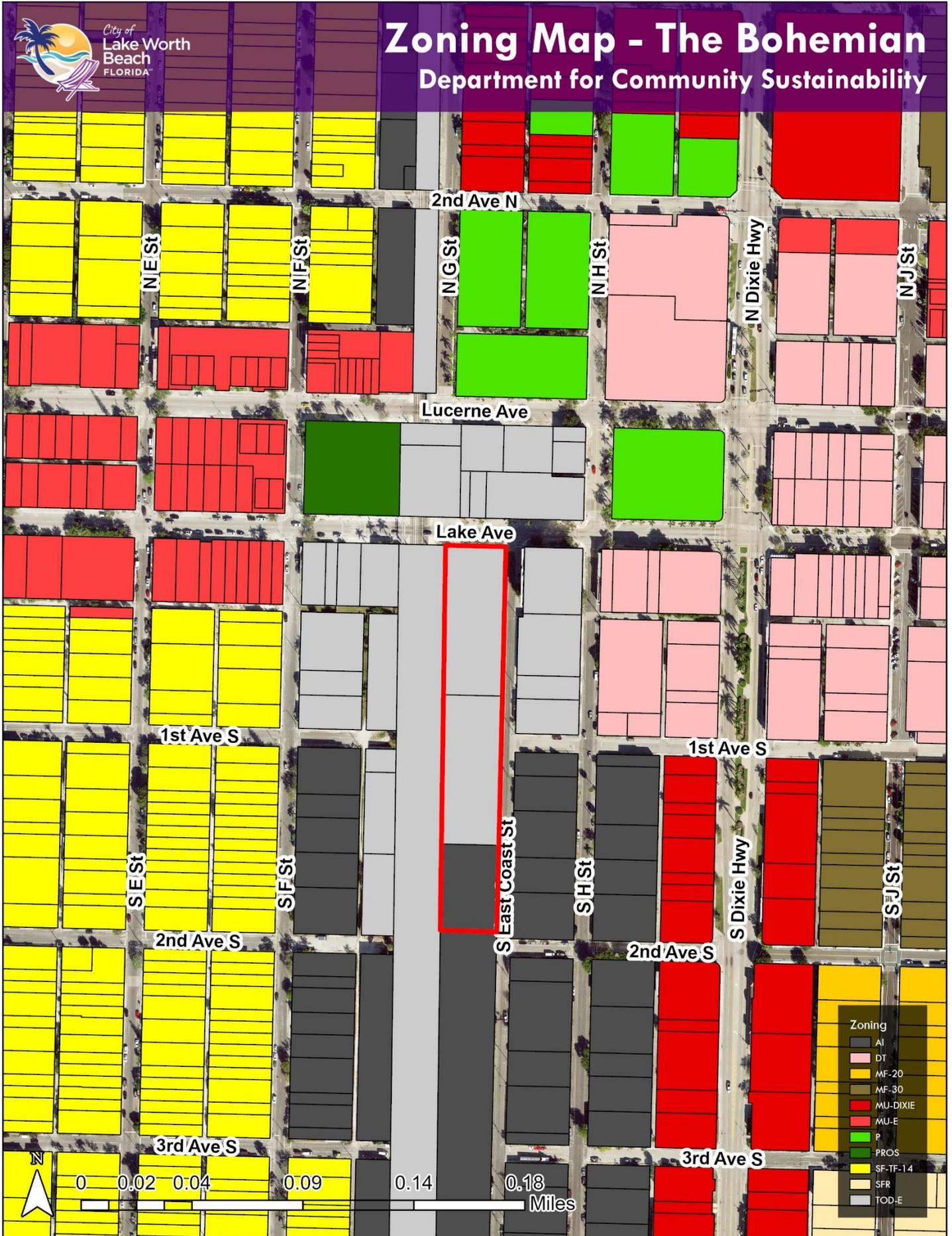
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  4. Prior to a Certificate of Occupancy (CO), a Bill of Sale for the public water and sewer mains shall be recorded.



# Zoning Map - The Bohemian

Department for Community Sustainability

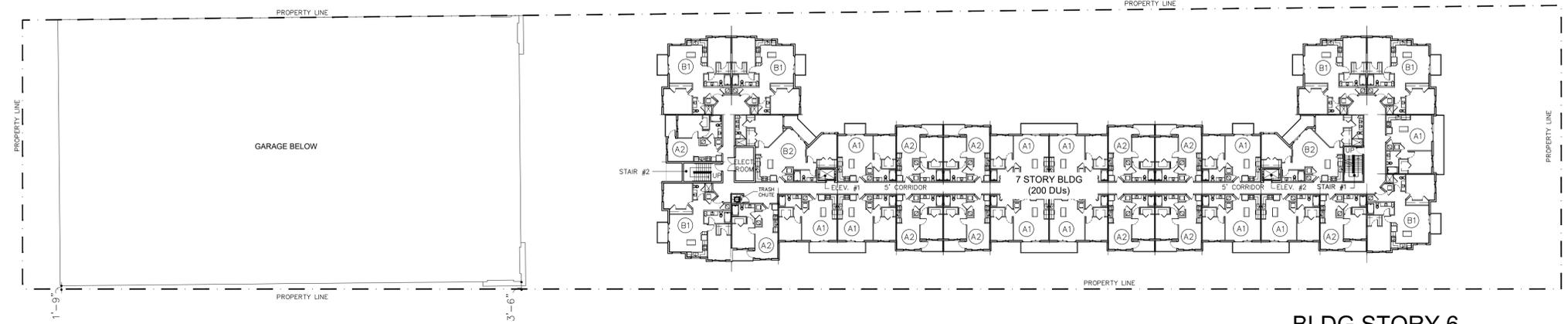




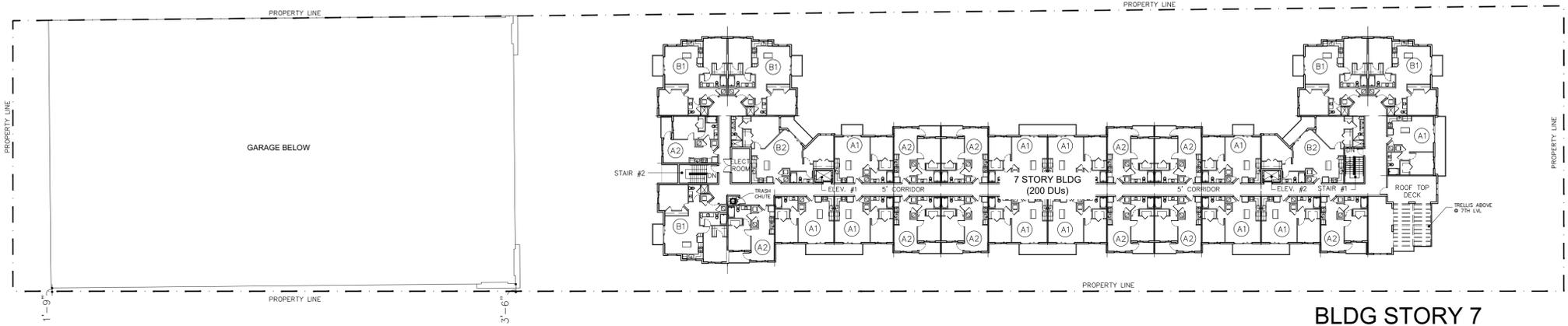




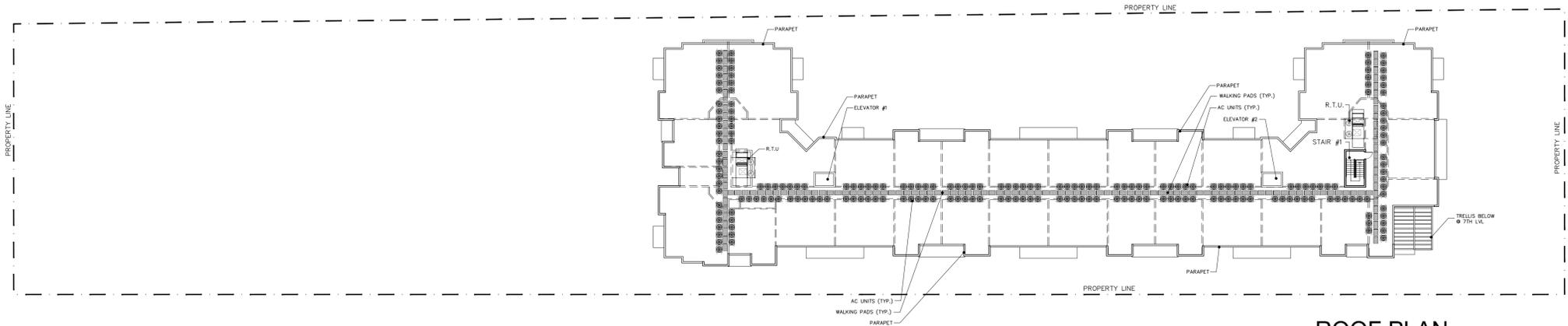




**BLDG STORY 6**  
30 DU's



**BLDG STORY 7**  
29 DU's



**ROOF PLAN**  
ALL ROOFTOP EQUIPMENT SHALL BE  
SCREENED FROM PUBLIC VIEW

	BY

**THE BOHEMIAN**  
FOR:  
AFFILIATED DEVELOPMENT  
LOCATED AT:  
LAKE WORTH BEACH, FLORIDA



BEATRIZ M. HERNANDEZ  
AR0094576

MSA ARCHITECTS, INC.  
A40000895  
8950 SW 74th COURT  
SUITE 1513  
MIAMI, FLORIDA 33156  
(305) 273-9911

**MSA ARCHITECTS**  
ARCHITECTURE & PLANNING

**DRAWN** 10/15/2019  
**DATE**  
**SCALE** AS SHOWN  
**JOB NO.** 1930.PRJ

**SHEET TITLE:**  
BUILDING PLANS  
**SHEET NUMBER:**  
A-2.3

**BUILDING PLANS**  
NORTH

SCALE: 1"=30'-0"

MAJOR SITE PLAN RESUBMITTAL 05/04/2020

ARCHITECT'S BUILDING CODE STATEMENT: TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SIXTH EDITION (2017) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633, FLORIDA STATUTES.

FOR THIS BUILDING AND/OR OVERALL PROJECT ARE THE LEGAL PROPERTY OF AND ALL RIGHTS ARE RESERVED BY THE ARCHITECT. THEIR USE FOR REPRODUCTION, CONSTRUCTION, OR DISTRIBUTION IS PROHIBITED UNLESS AUTHORIZED IN WRITING BY THE ARCHITECT.





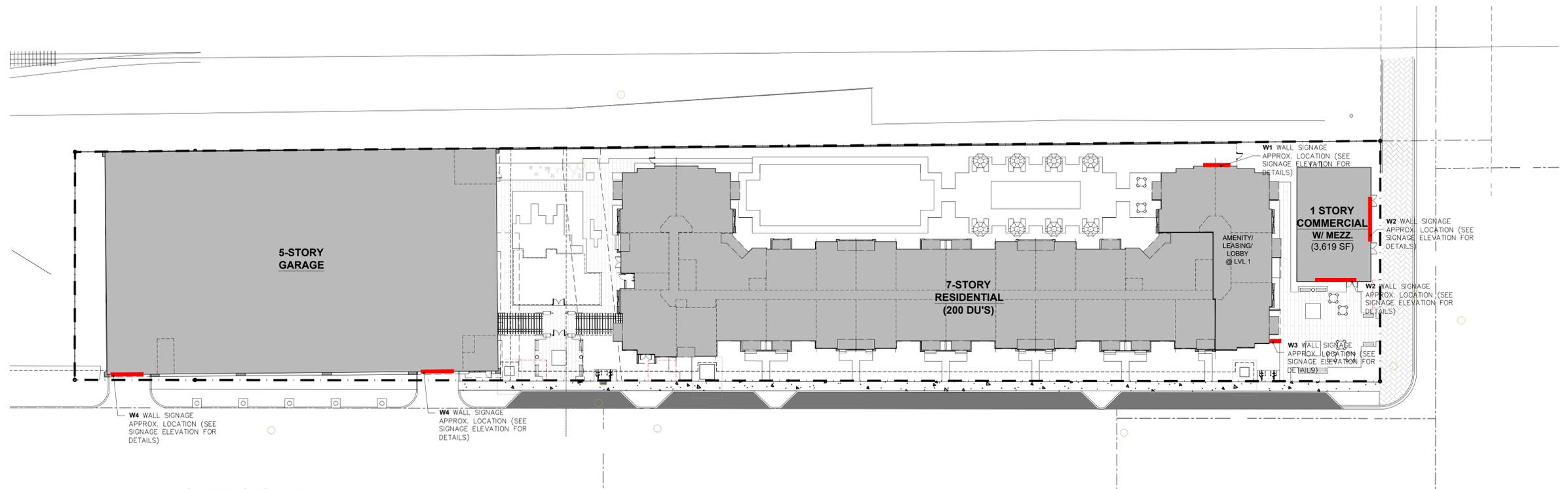




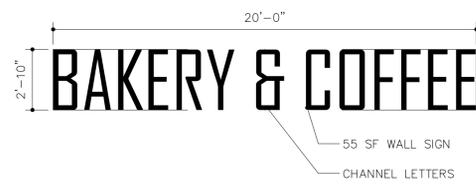




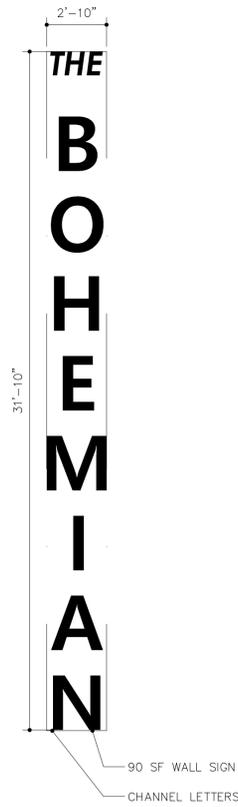
W1-ELEVATION



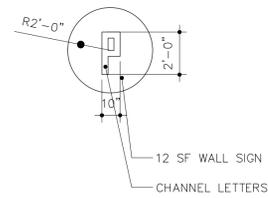
1 MASTER SIGN PLAN  
SCALE 1"=30'



W2-ELEVATION



W3-ELEVATION



W4-ELEVATION

2 WALL SIGN ELEVATIONS  
SCALE 1/4"=1'-0"



FOR:  
AFFILIATED DEVELOPMENT  
LOCATED AT:  
LAKE WORTH BEACH, FLORIDA



MSA ARCHITECTS, INC.  
A.A.C.000895  
8850 SW 74th COURT  
SUITE 1513  
DADE COUNTY, FL 33156  
(305) 273-9911



DRAWN	
DATE	10/15/2019
SCALE	AS SHOWN
JOB NO.	1930.PRJ

SHEET TITLE:  
MASTER SIGN PLAN

SHEET NUMBER:  
A-3.3

ARCHITECT'S BUILDING CODE STATEMENT/ TO THE BEST OF THE ARCHITECT'S KNOWLEDGE, THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SIXTH EDITION (2017) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

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# The Bohemian

PROJECT LOCATED IN:  
LAKE WORTH BEACH, FLORIDA  
FOR:  
AFFILIATED DEVELOPMENT



ARTISTIC RENDERING  
CREATIVE INTERPRETATION OF DESIGN INTENT

## INDEX OF DRAWINGS

SHEET	REV. NO.	DATE	DESCRIPTION
CS-1			COVER SHEET: INDEX OF DRAWINGS
<b>ARCHITECTURAL</b>			
SP-1			SITE PLAN
A-2.0			BUILDING PLANS
A-2.1			BUILDING PLANS
A-2.2			BUILDING PLANS
A-2.3			BUILDING PLANS
A-3.1			ELEVATIONS
A-3.2			ELEVATIONS
A-3.3			MASTER SIGNAGE PLAN
A-4.1			UNIT PLANS
<b>LANDSCAPE</b>			
L1			TREE SURVEY & DISPOSITION PLAN
L2			TREE & PALM PLAN
L3			SHRUB & UNDERSTORY PLAN
<b>CIVIL</b>			
C-1			COVER
C-2			EXISTING CONDITIONS
C-3			STORMWATER POLLUTION PREVENTION PLAN
C-4			PRELIMINARY ENGINEERING PLAN
C-5			PERIMETER SECTIONS

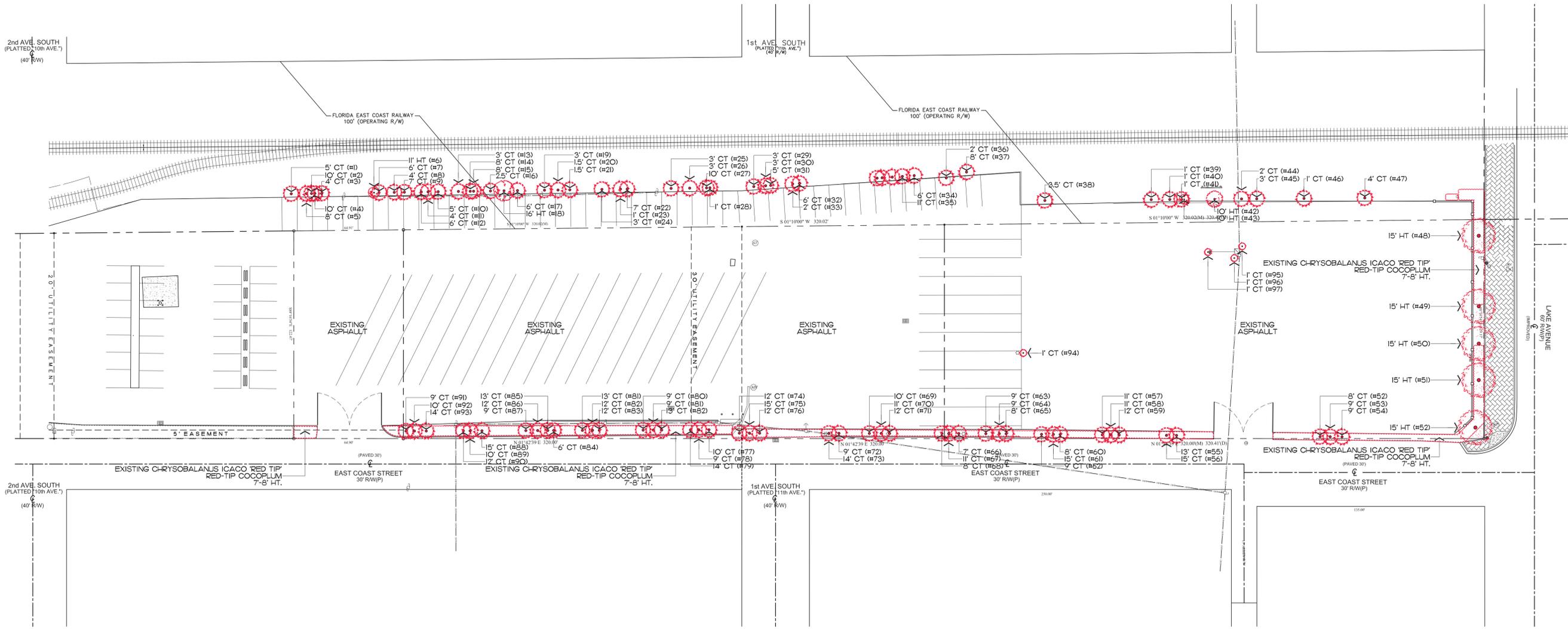
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<ul style="list-style-type: none"> <li>OWNER/DEVELOPER</li> </ul> <p>AFFILIATED DEVELOPMENT JEFFREY BURNS (954) 451-5252</p>	<ul style="list-style-type: none"> <li>ARCHITECT:</li> </ul> <p><b>MSA ARCHITECTS</b> MSA ARCHITECTS INC. ARCHITECTS &amp; PLANNERS 8950 SW 74th COURT SUITE 1513 MIAMI, FL. 33156 (305) 273-9911 FL. AA C000895</p> 	<ul style="list-style-type: none"> <li>LANDSCAPE</li> </ul> <p>ENVIRONMENTAL DESIGN GROUP 139 NORTH COUNTY RD SUITE 20-B PALM BEACH, FL 33480 (561) 832-4600</p>	<ul style="list-style-type: none"> <li>CIVIL</li> </ul> <p>WGI 11401 SW 40TH ST SUITE 455 MIAMI, FL 33165 (305) 553-0500</p>	<ul style="list-style-type: none"> <li>LAND USE</li> </ul> <p>SACHS SAX CAPLAN 6111 BROKEN SOUND PARKWAY NW SUITE 200 BOCA RATON, FL 33487 (561) 994-4499</p>	<ul style="list-style-type: none"> <li>SUBMITTAL DATES:</li> </ul> <p>MAJOR SITE PLAN SUBMITTAL 03/06/2020 MAJOR SITE PLAN RE-SUBMITTAL 05/04/2020</p>
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**Dustin M. Mizell**  
 Digitally signed by Dustin M. Mizell  
 Date: 2020.05.04 12:15:25 -04'00'

**The Bohemian Affiliated Development Lake Worth Beach**

L O R I D A



TREE NO.	DBH	SPECIES	ACTION	CONDITION	REPLACEMENTS REQUIRED
6	2'	UNIDENTIFIED	REMOVE	POOR	2' DBH
18	3'	UNIDENTIFIED	REMOVE	POOR	3' DBH
42	4'	MANGO TREE	REMOVE	POOR	4' DBH
43	2'	UNIDENTIFIED	REMOVE	POOR	2' DBH
48	8'	LIVE OAK	REMOVE	FAIR	8' DBH
49	10'	LIVE OAK	REMOVE	FAIR	10' DBH
50	7'	LIVE OAK	REMOVE	FAIR	7' DBH
51	12'	LIVE OAK	REMOVE	FAIR	12' DBH
52	8'	LIVE OAK	REMOVE	FAIR	8' DBH

**Palm Disposition**

PALM NO.	CT	SPECIES	ACTION	CONDITION	REPLACEMENTS REQUIRED
34	6'	SABAL PALM	REMOVE	FAIR	1 PALM
35	11'	SABAL PALM	REMOVE	FAIR	1 PALM
36	7'	SABAL PALM	REMOVE	FAIR	1 PALM
37	8'	SABAL PALM	REMOVE	FAIR	1 PALM
38	3.5'	SABAL PALM	REMOVE	FAIR	1 PALM
39	1'	SABAL PALM	REMOVE	FAIR	1 PALM
40	1'	SABAL PALM	REMOVE	FAIR	1 PALM
41	1'	SABAL PALM	REMOVE	FAIR	1 PALM
44	2'	SABAL PALM	REMOVE	FAIR	1 PALM
45	3'	SABAL PALM	REMOVE	FAIR	1 PALM
46	1'	SABAL PALM	REMOVE	FAIR	1 PALM
47	4'	SABAL PALM	REMOVE	FAIR	1 PALM
52	8'	SABAL PALM	REMOVE	FAIR	1 PALM
53	9'	SABAL PALM	REMOVE	FAIR	1 PALM
54	9'	SABAL PALM	REMOVE	FAIR	1 PALM
55	13'	SABAL PALM	REMOVE	FAIR	1 PALM
56	13'	SABAL PALM	REMOVE	FAIR	1 PALM
57	11'	SABAL PALM	REMOVE	FAIR	1 PALM
58	11'	SABAL PALM	REMOVE	FAIR	1 PALM
59	12'	SABAL PALM	REMOVE	FAIR	1 PALM
60	8'	SABAL PALM	REMOVE	FAIR	1 PALM
61	15'	SABAL PALM	REMOVE	FAIR	1 PALM
62	9'	SABAL PALM	REMOVE	FAIR	1 PALM
63	9'	SABAL PALM	REMOVE	FAIR	1 PALM
64	9'	SABAL PALM	REMOVE	FAIR	1 PALM
65	8'	SABAL PALM	REMOVE	FAIR	1 PALM
66	7'	SABAL PALM	REMOVE	FAIR	1 PALM
67	11'	SABAL PALM	REMOVE	FAIR	1 PALM
68	8'	SABAL PALM	REMOVE	FAIR	1 PALM
69	10'	SABAL PALM	REMOVE	FAIR	1 PALM
70	11'	SABAL PALM	REMOVE	FAIR	1 PALM
71	12'	SABAL PALM	REMOVE	FAIR	1 PALM
72	9'	SABAL PALM	REMOVE	FAIR	1 PALM
73	14'	SABAL PALM	REMOVE	FAIR	1 PALM
74	12'	SABAL PALM	REMOVE	FAIR	1 PALM
75	15'	SABAL PALM	REMOVE	FAIR	1 PALM
76	12'	SABAL PALM	REMOVE	FAIR	1 PALM
77	10'	SABAL PALM	REMOVE	FAIR	1 PALM
78	9'	SABAL PALM	REMOVE	FAIR	1 PALM
79	14'	SABAL PALM	REMOVE	FAIR	1 PALM
80	9'	SABAL PALM	REMOVE	FAIR	1 PALM
81	9'	SABAL PALM	REMOVE	FAIR	1 PALM
82	13'	SABAL PALM	REMOVE	FAIR	1 PALM
83	12'	SABAL PALM	REMOVE	FAIR	1 PALM
84	6'	SABAL PALM	REMOVE	FAIR	1 PALM
85	13'	SABAL PALM	REMOVE	FAIR	1 PALM

**Palm Disposition**

PALM NO.	CT	SPECIES	ACTION	CONDITION	REPLACEMENTS REQUIRED
86	12'	SABAL PALM	REMOVE	FAIR	1 PALM
87	9'	SABAL PALM	REMOVE	FAIR	1 PALM
88	15'	SABAL PALM	REMOVE	FAIR	1 PALM
89	10'	SABAL PALM	REMOVE	FAIR	1 PALM
90	12'	SABAL PALM	REMOVE	FAIR	1 PALM
91	9'	SABAL PALM	REMOVE	FAIR	1 PALM
92	10'	SABAL PALM	REMOVE	FAIR	1 PALM
93	14'	SABAL PALM	REMOVE	FAIR	1 PALM
94	1'	SABAL PALM	REMOVE	FAIR	1 PALM
95	1'	SABAL PALM	REMOVE	FAIR	1 PALM
96	1'	SABAL PALM	REMOVE	FAIR	1 PALM
97	1'	SABAL PALM	REMOVE	FAIR	1 PALM

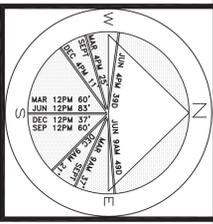
NOTE: REQUIRED COMBINED DBH OF REPLACEMENT TREES REQUIRED = 56' DBH  
 PALMS REQUIRED = 88 PALMS, 650' OF TOTAL CT.  
 TOTAL DBH PROPOSED = 56' DBH  
 TOTAL PALMS PROPOSED = 88 PALMS, 650' CT

THE NEW TREES TO BE PLANTED WILL ACCOUNT FOR THE REPLACEMENT TREE REQUIREMENTS. REPLACEMENT TREES DBH IS GREATER THAN THE COMBINED DBH OF ALL REMOVED TREES. SEE TREE AND PALM PLAN FOR DETAILS.

TREES LISTED IN POOR CONDITION ARE EITHER DISEASED, INJURED, INVASIVE, IN DANGER OF FALLING, CREATE UNSAFE VISION CLEARANCE, OR ARE LOCATED IN AN AREA WHERE A STRUCTURE OR IMPROVEMENT WILL BE PLACED, AND RETENTION OF THE TREES IS SUCH THAT NO REASONABLE ECONOMIC USE CAN BE MADE OF THE PROPERTY WITHOUT THE REMOVAL OF THE TREES.

**Tree Action Legend**

- EXISTING SABAL PALM TO BE REMOVED
- EXISTING LIVE OAK TO BE REMOVED
- EXISTING UNIDENTIFIED TREE TO BE REMOVED
- EXISTING MANGO TREE TO BE REMOVED



JOB NUMBER: # 202018.00 LA  
 DRAWN BY: John Marston  
 DATE: 02.24.2020  
 03.06.2020

**2020**  
 The following drawings are instruments of service to the Landscape Architect. They are not products of design. All ideas, designs, arrangements and plans indicated or represented by this/these drawings are owned by and the property of the designer, and were created, evolved and developed for use on and in connection with this project. None of such ideas, designs, arrangements or plans shall be used by or disclosed to any person, firm or corporation without the written permission of the Landscape Architect.

**2020**  
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148 HOURS BEFORE DIGGING  
 CALL TOLL FREE  
**1-800-432-4770**  
 SUNSHINE STATE ONE CALL  
 OF FLORIDA, INC.

**Tree Survey & Disposition Plan**

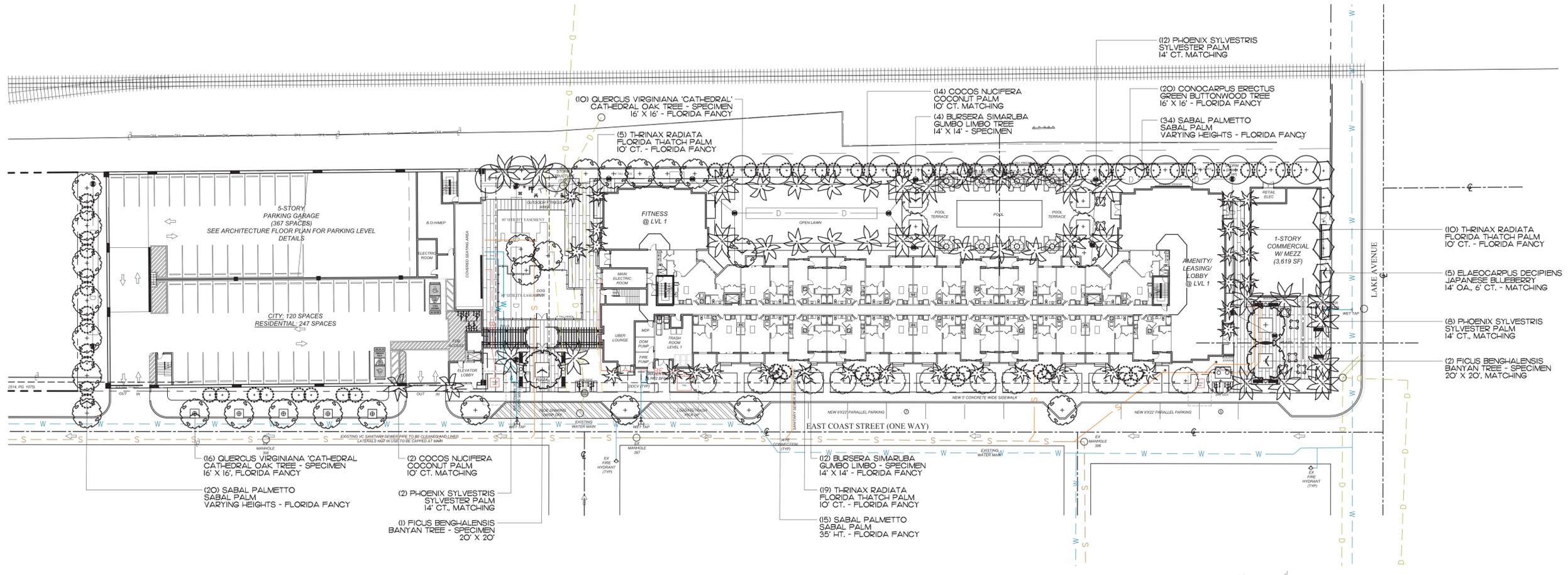
SCALE IN FEET 0' 30' 60' 90'

**SHEET L1**  
 900 sf.  
 AREA IN SQ. FT.

**Dustin M. Mizell**  
 Digitally signed by Dustin M. Mizell  
 Date: 2020.05.04 12:16:08 -04'00'

**The Bohemian Affiliated Development Lake Worth Beach**

F L O R I D A



**Perimeter Landscape Requirements - Trees**

	MIN. LANDSCAPE REQUIREMENTS	TREES PROPOSED
PERIMETER ADJACENT TO R.O.W. (LAKE AVENUE) 129 LINEAR FEET	ONE (1) LARGE TREE FOR EVERY 25 LINEAR FEET (6 LARGE TREES)	5 LARGE TREES (0% NATIVE) 4 PALMS + 1 LARGE TREE (0% OF REQUIRED TREES ARE NATIVE)
PERIMETER ADJACENT TO R.O.W. (EAST COAST ST.) 705 LINEAR FEET	ONE (1) LARGE TREE FOR EVERY 25 LINEAR FEET (29 LARGE TREES) 3 PALMS + 1 LARGE TREE	22 LARGE TREES (100% NATIVE) 41 PALMS + 14 LARGE TREES (100% OF REQUIRED TREES ARE NATIVE)
PERIMETER ADJACENT TO R.O.W. (F.E.C. RAILROAD) 705 LINEAR FEET	ONE (1) LARGE TREE FOR EVERY 25 LINEAR FEET (29 LARGE TREES) 3 PALMS + 1 LARGE TREE	25 LARGE TREES (100% NATIVE) 48 PALMS + 16 LARGE TREES (100% OF REQUIRED TREES ARE NATIVE)
PERIMETER ADJACENT TO NEIGHBORING PROPERTY 129 LINEAR FEET	ONE (1) LARGE TREE FOR EVERY 25 LINEAR FEET (6 LARGE TREES)	6 LARGE TREES (100% NATIVE) 12 PALMS + 4 LARGE TREES (100% OF REQUIRED TREES ARE NATIVE)
TOTAL PERIMETER TREES	70 LARGE TREES (MAXIMUM 20% PALMS)	92 LARGE TREES INCLUDING PALMS (91.4% OF REQUIRED TREES ARE NATIVE)

**Interior Landscape Requirements - Trees**

	LANDSCAPE REQUIREMENTS	TREES PROPOSED
ALL PERVIOUS AREAS OF A SITE NOT ASSOCIATED WITH REQUIRED WATER RETENTION (8,019 SF.)	ONE (1) LARGE TREE FOR EVERY 625 SQUARE FEET (13 LARGE TREES) 3 PALMS + 1 LARGE TREE	12 LARGE TREES (100% NATIVE) 31 PALMS + 10 TREES (100% OF REQUIRED TREES ARE NATIVE)

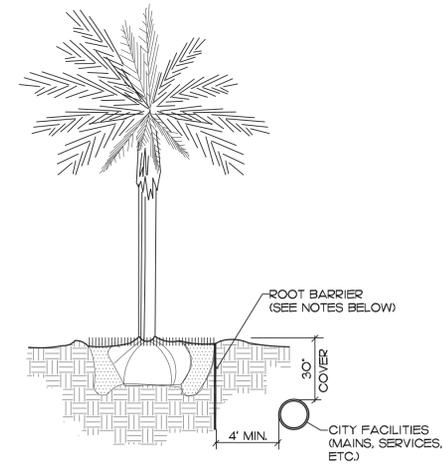
**Planting Material/Specifications**

LEGEND/KEY	PLANT NAME	QUANTITY	TYPE	SIZE/SPECIFICATIONS
	BURSERIA SIMARUBA GUMBO LIMO	16	LARGE TREE (NATIVE)	14' X 14' FLORIDA FANCY, SPECIMEN
	COCOS NUCIFERA COCONUT PALM	16	PALM TREE (NON-NATIVE)	10' CT. FLORIDA FANCY, MATCHING
	CONOCARPUS ERECTUS GREEN BUTTONWOOD TREE	20	LARGE TREE (NATIVE)	16' X 16' FLORIDA FANCY, SPECIMEN
	ELAEOCARPUS DECIPIENS JAPANESE BLUEBERRY	5	LARGE TREE (NON-NATIVE)	14' OA, 6' CT. FLORIDA FANCY, MATCHING
	FICUS BENGHALENSIS BANYAN TREE	3	LARGE TREE (NON-NATIVE)	20' X 20' SPECIMEN MATCHING
	PHOENIX SYLVESTRIS SYLVESTER PALM	22	PALM TREE (NON-NATIVE)	14' CT. FLORIDA FANCY, MATCHING
	QUERCUS VIRGINIANA 'CATHEDRAL' CATH-EDRAL OAK TREE	26	LARGE TREE (NATIVE)	16' X 16' FLORIDA FANCY, SPECIMEN
	SABAL PALMETTO SABAL PALM	69	PALM TREE (NATIVE)	VARYING HEIGHTS FLORIDA FANCY
	THRINAX RADIATA FLORIDA THATCH PALM	29	PALM TREE (NATIVE)	10' CT. FLORIDA FANCY

TOTAL SITE AREA: 88,684.35 SF.  
 OPEN LANDSCAPE SPACE PROVIDED: 21,093.5 SF. (23.7 PERCENT)  
 INTERIOR L.O.S PROVIDED: 8,019 SF. (9 PERCENT)  
 TOTAL LARGE TREES REQUIRED: 83  
 LARGE TREES PROVIDED: 70 (88.5% NATIVE AND 84.3% OF REQUIRED TREES)  
 PALM TREES PROVIDED (3% RATIO): 136 + 45 LARGE TREES (72% NATIVE AND 15.7% OF REQUIRED TREES)  
 TOTAL LARGE TREES PROVIDED: 115 (100% OF REQUIRED TREES ARE NATIVE)

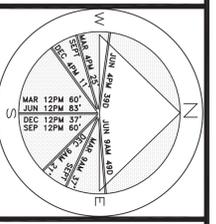
NATIVE REQUIREMENTS			
TREES	TOTAL	NON-NATIVE	NATIVE
REQUIRED	83	20 (25% MAX)	63 (75% MIN)
PROVIDED	70 TREES (93 PALMS)	8 TREES (148 PALMS (27.9%))	62 TREES (88.68 PALMS (72.9%))

\* CONTRACTOR SHALL FINE GRADE AND SOD ALL DISTURBED AREAS WITH BAHIA SOD.



- NOTES:
- ALL ROOT BARRIERS SHALL BE 4" MINIMUM FROM ALL CITY FACILITIES.
  - THE INSTALLATION OF ROOT BARRIERS SHALL BE COORDINATED WITH CITY AND INSPECTED BY CITY PRIOR TO BACKFILLING. ALL ROOT BARRIERS SHALL EXTEND UP TO FINISH GRADE.
  - ROOT BARRIERS SHALL BE MINIMUM 36" DEEP. APPROVED PRODUCTS INCLUDE "DEEP ROOT" AND "ROOT SOLUTIONS". FLEXIBLE BARRIERS SHALL BE 36" PANELS MANUFACTURED BY BIOBARRIER.
  - ALL ROOT BARRIERS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURERS WRITTEN INSTRUCTIONS.
  - ROOT BARRIERS SHALL BE USED FOR ALL PLANTINGS THAT ARE WITHIN FIVE (5) FEET OF A UTILITY EASEMENT OR ANY OTHER UNDERGROUND UTILITY.

**CITY OF LAKE WORTH PUBLIC SERVICES DEPARTMENT** TYPICAL TREE WITH ROOT BARRIER



JOB NUMBER: # 202018.00 LA  
 DRAWN BY: Jean Twomey  
 DATE: 02.26.2020  
 03.06.2020  
 05.04.2020

SHEET L2

**2020**  
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**2020**  
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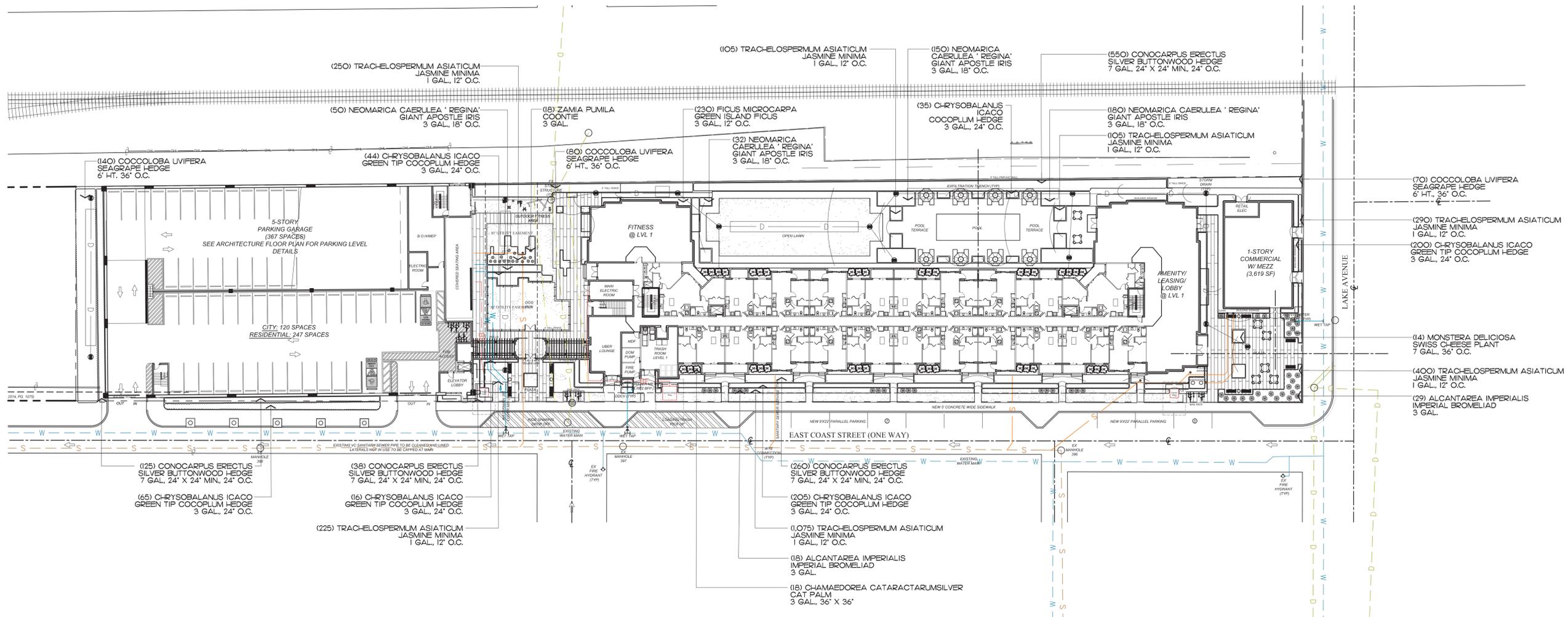
48 HOURS BEFORE DIGGING  
 CALL TOLL FREE  
**1-800-432-4770**  
 SUNSHINE STATE ONE CALL  
 OF FLORIDA, INC.

**Tree & Palm Plan**  
 SCALE IN FEET 0' 30' 60' 90'

900 sf.  
 AREA IN SQ. FT.

**Dustin M. Mizell**  
 Digitally signed by Dustin M. Mizell  
 Date: 2020.05.04 12:16:46 -04'00'

**The Bohemian Affiliated Development Lake Worth Beach**  
 F L O R I D A



**Planting Material/Specifications**

SHRUBS, GROUNDCOVERS, & VINES

SYM/KEY	PLANT NAME	QTY. / AREA	TYPE	SIZE/REMARKS
	ALCANTAREA IMPERIALIS IMPERIAL BROMELIAD	47 / 47 S.F.	DROUGHT TOLERANT	3 GAL, 12' O.C.
	CONOCARPUS ERECTUS 'SILVER' SILVER BUTTONWOOD	963 / 3,852 S.F.	NATIVE / DROUGHT TOLERANT	7 GAL, 24' X 24' MIN, 24' O.C. FULL TO BASE TO FORM HEDGE UPON INSTALLATION. HEDGE TO EVENTUALLY GROW & BE MAINTAINED AT A HEIGHT OF 36' - 42'
	CHAMAEDOREA CATARACTARUM CAT PALM	38 / 342 S.F.	DROUGHT TOLERANT	7 GAL, 36' X 36'
	COCCOLOBA UVIFERA SEAGRAPE HEDGE	290 / 2,610 S.F.	NATIVE / DROUGHT TOLERANT	6' HT, 36' O.C.
	CHRYSOBALANUS ICACO GREEN TIP COCOPLUM HEDGE	500 / 2,000 S.F.	NATIVE / DROUGHT TOLERANT	3 GAL, 24' O.C. TO BE MAINTAINED AT A HEIGHT OF 24'
	MONSTERA DELICIOSA SWISS CHEESE PLANT	14 / 126 S.F.	DROUGHT TOLERANT	7 GAL, 36' O.C.
	NEOMARICA CAERULEA 'REGINA' GIANT APOSTLE IRIS	362 / 543 S.F.	DROUGHT TOLERANT	3 GAL, 18' O.C.
	TRACHELOSPERMUM ASIATICUM JASMINE MINIMA	2,450 / 612 S.F.	DROUGHT TOLERANT	1 GAL, 12' O.C.
	ZAMIA PUMILA COONTIE	18 / 72 S.F.	NATIVE / DROUGHT TOLERANT	3 GAL.

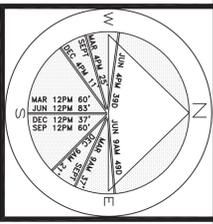
LAWN AND MULCH

SYM/KEY	MATERIAL	QTY	SIZE/REMARKS
	LAWN	EMPIRE ZOYSIA LAWN	SEE SITE SOD PALLETS
	PLANTING BED	SH-REDDED EUCALYPTUS MULCH	AS NEEDED MULCH ALL BEDS 3' DEPTH

NATIVE REQUIREMENTS

SHRUBS	NON-NATIVE	NATIVE
QUANTITY / AREA	2,911 / 1,670 S.F.	1,771 / 8,532 S.F.
PERCENTAGE	16.4%	83.6%

\* CONTRACTOR SHALL FINE GRADE AND SOD ALL DISTURBED AREAS WITH BAHIA SOD.



JOB NUMBER: # 202018.00 LA  
 DRAWN BY: Jean Twomey  
 DATE: 03.05.2020 05.04.2020

**SHEET L3**

**2020**  
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48 HOURS BEFORE DIGGING CALL TOLL FREE 1-800-432-4770 SUNSHINE STATE ONE CALL OF FLORIDA, INC.

**Shrub & Understory Plan**  
 SCALE IN FEET 0' 30' 60' 90'  
 900 sf.  
 AREA IN SQ.FT.











PZB# 20-009A0001



# 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  \_\_\_\_\_

RECEIVED  
MAR 3 2020

### 2. Project Information

- a. Project Name: The Bohemian PZHP
- b. Project Location / Address: 1017 Lake Ave, LWB, FL; 101 S East Coast St, LWB, FL; pt of 201 S East Coast St, LWB, FL
- c. Legal Description: Lake Worth Town of NLY 320.42 FT of BLK 500; Town of Lake Worth in 320 FT of S 1840 FT of BLK 500 in Sec 28; Approx 8000 sq ft of Palm Beach Farms CO PL NO 2 Repeat of PT of BLK 500 all of PLAT
- d. Property Control Number (PCN): 38-43-44-21-15-500-0030; 38-43-44-21-15-500-0010; 38-43-44-28-44-001-0000
- e. Zoning: Existing: TOD-E, AI Proposed: MPD
- f. Future Land Use: Existing: TOD Proposed: TOD
- g. Proposed Use:  Residential; Units 200  Commercial; 2,300 S.F.  Industrial; \_\_\_\_\_ S.F.
- h. Total Estimated Project Cost: \$47,092,343
- i. Description of Work: New Construction

### 3. Contact Information

- a. Project Manager / Contact Person: Jeffrey Burns  
Company: Affiliated Development  
Address: 414 N. Andrews Avenue City: Fort Lauderdale St: FL Zip: 33301  
Phone Number: 954-451-5252 E-Mail Address: JBurns@AffiliatedDevelopment.com
- b. Applicant Name (if different from Project Manager): 1017 Lake Ave, LLC  
Company: \_\_\_\_\_  
Address: 414 N. Andrews Avenue City: Fort Lauderdale St: FL Zip: 33301  
Phone Number: 954-451-5252 E-Mail Address: JBurns@AffiliatedDevelopment.com
- c. Owner Name: Jell, LLC  
Company: \_\_\_\_\_  
Address: 3223 Lake Worth Rd City: Lake Worth St: FL Zip: 33461  
Phone Number: 561-969-3393 E-Mail Address: padronmarta@gmail.com

4. Owner's Consent

Jell, LLC

\_\_\_\_\_ ("Owner") certifies that it is the owner of the property located at 1017 Lake Ave, Lake Worth, FL; 101 S East Coast St, Lake Worth, FL; ("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, Jeffrey R. Burns as agent, to file this application and represent Owner at any and all meetings and hearings required for the approval of this application.

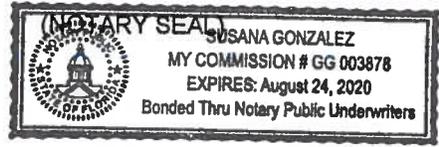
Owner's Signature: \* [Signature] Date: 3/3/20

Name/Title of Signatory: Marta Padron, Owner

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 3 day of March, 2020, by Marta Padron who is personally known to me or who produced a \_\_\_\_\_ as identification. He/she did not take an oath.



\* [Signature]  
(Signature of Notary Public)  
Susana Gonzalez  
(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: The Bohemian Submittal Date: 03/06/2020

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.

Jeffrey R. Burns  
\_\_\_\_\_  
(Name - type, stamp, or print clearly)  
1017 Lake Ave, LLC

\_\_\_\_\_  
(Name of Firm)

STATE OF Florida

COUNTY OF Broward

\* [Signature]  
(Signature)  
414 N. Andrews Ave Ft Lauderdale FL  
(Address, City, State, Zip) 33301

The foregoing instrument was acknowledged before me this 4th day of March, 2020, by Jeffrey Burns who is personally known to me or who produced a N/A as identification. He/she did not take an oath.

(NOTARY SEAL)



\* [Signature]  
(Signature of Notary Public)  
Michelle A Rice  
(Name of Notary)

# Sign Posting Agreement



This form is required for all Historic Applications and Public Hearing Items.

- 1. Applicant: 1017 Lake Ave, LLC / The Bohemian
- 2. Property Owner: Jell, LLC
- 3. Contact Phone Number: Jeffrey Burns, 954-451-5252
- 4. Property Location: 1017 Lake Avenue, 101 S East Coast Street, 201 S East Coast Street, Lake Worth Beach, FL  
Jeffrey Burns
- 5. I, \_\_\_\_\_, hereby affirm that I will post the notification sign(s) provided to me

for a minimum of ten calendar days before the scheduled date of the hearing of Planning and Zoning Case No. \_\_\_\_\_

Signature: [Handwritten Signature] Date: 3-5-2020

Name/Title of Signatory: Jeffrey Burns, President, Mgr

STATE OF Florida )  
COUNTY OF Broward )

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of March 2020, by Jeffrey Burns who is personally known to me or who produced a N/A as identification. He/she did not take an oath.

(NOTARY SEAL)



[Handwritten Signature]

Signature of Notary Public

Michelle A Rice

Name of Notary

CFN 20100073201  
DR BK 28137 PG 1971  
RECORDED 03/02/2016 15:08:25  
Palm Beach County, Florida  
AMT 4,850,000.00  
DEED DOC 33,950.00  
Sharon R. Bock  
CLERK & COMPTROLLER  
Pgs 1971-1976; (6Pgs)

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PZHP

Prepared by:  
Record and Return to:  
Michael B. Shapiro, Esq.  
Preferred Title, Inc.  
7777 Glades Road, Suite 400  
Boca Raton, Florida 33434  
File # PT-3271

Parcel Identification Number: 38-43-44-21-15-500-0020

Parcel Identification Number: 38-43-44-21-15-500-0010 ✕

Parcel Identification Number: 38-43-44-28-44-001-0000 ✕

Parcel Identification Number: 38-43-44-21-15-500-0030 ✕

### SPECIAL WARRANTY DEED

This Special Warranty Deed made this <sup>23<sup>rd</sup></sup> day of February, 2016, between FLYING COLORS GROUP, L.P., a California limited partnership, as to an undivided 19.19% interest and VILLA GARDENS INVESTMENTS LLC, a California limited liability company, as to an undivided 80.81% interest, being all of their interest, whose post office address is 400 W. 5<sup>th</sup> Street, San Pedro, CA 90731, Grantor, and JELL LLC, a Florida limited liability company, whose post office address is 3223 Lake Worth Road, Lake Worth, FL 33461, Grantee.

(Whenever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration, the receipt and sufficiency of which does Grant, Sell, and Convey to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee all that real property situated in the County of Palm Beach, State of Florida, and more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes together with any appurtenances pertaining to such real property (the "Property").

TO HAVE AND TO HOLD the Property in fee simple forever, together with all and singular the rights and appurtenances belonging in any way to the Property, unto the said Grantee, its successors and assigns forever, and Grantor binds itself and its successors and assigns to warrant and forever defend all and singular the Property, to Grantee, its successors and assigns against every person lawfully claiming or to claim all or any part of the Property, by through, or under Grantor, but not otherwise.

Subject to taxes for 2016 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any, provided that this shall not serve to reimpose the same; and all applicable building and zoning regulations and ordinances imposed by applicable governmental authorities.

[SIGNATURE PAGES TO FOLLOW]

This is not a certified copy

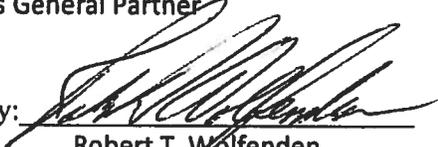
In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness:

FLYING COLORS GROUP, L.P.  
a California limited partnership

By: Wampanoag, Inc.  
a California corporation  
its General Partner

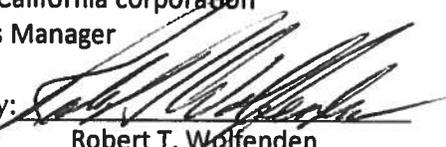
By:   
Robert T. Wolfenden  
President

Print Name: Michael Shapiro

Print Name: Linda Costo

VILLA GARDENS INVESTMENTS LLC  
a California limited liability company

By: VGA, Inc.  
a California corporation  
its Manager

By:   
Robert T. Wolfenden  
President

Print Name: Michael Shapiro

Print Name: Linda Costo

Witness is  
Certified copy

STATE OF FLORIDA            )  
  )  
  )        SS  
COUNTY OF PALM BEACH    )

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of February, 2016 by ROBERT T. WOLFENDEN, President of Wampanoag, Inc., a California corporation, as General Partner of Flying Colors Group, L.P., a California limited partnership and as President of VGA, INC., a California corporation, Manager of Villa Gardens Investments LLC, a California limited liability company, on behalf of the corporation and company, who [  ] is personally known to me or who [  ] has produced \_\_\_\_\_ as identification.

*Not a certified copy*



*Linda Cotto*  
Notary Public  
Notary Print Name: Linda Cotto  
Commission Number: EE 176949  
My Commission Expires: July 1, 2016

EXHIBIT "A"

PARCEL A:

That part of Block 500, The Palm Beach Farms Co Plat No. 2, Lucerne Townsite (now known as the City of Lake Worth) according to the plat thereof, recorded in Plat Book 2, Page 29, Public Records of Palm Beach County, Florida, described as follows.

Parcel A-1:

Beginning at the point of intersection of the right-of-way of East Coast Street and the Westerly extension of the South right-of-way of 4th Avenue South, (shown on the recorded plat as 8th Ave.); thence South  $01^{\circ}42'39''$  West along said Westerly right-of-way of East Coast Street, a distance of 400.0 feet to the intersection of the right-of-way of East Coast Street and the Westerly extension of the North right-of-way of 5th Avenue South, (shown on the recorded plat as 7th Avenue); thence North  $88^{\circ}16'54''$  West along said Westerly extension of the North right-of-way of 5th Avenue South, a distance of 108.73 feet to the East line of a 100 foot operating right-of-way of the Florida East Coast Railway, L.L.C.; thence North  $01^{\circ}10'00''$  East along the said East line of right-of-way of the Florida East Coast Railway, L.L.C., a distance of 400.0 feet to the Westerly extension of the South right-of-way of said 4th Avenue South; thence South  $88^{\circ}16'54''$  East along said Westerly extension of 4th Avenue South, a distance of 112.54 feet to the Point Of Beginning.

Parcel A-2:

The North one half of vacated 5th Avenue South (as vacated and abandoned by Resolution No. 19-73, recorded in O. R. Book 2144, page 1099) adjacent and South of Parcel 1 described above

Parcel A-3:

That part of Block 500, The Palm Beach Farms Co Plat No. 2, Lucerne Townsite (now known as the City of Lake Worth) according to the plat thereof, recorded in Plat Book 2, Page 29, Public Records of Palm Beach County, Florida bounded as follows: On the North by the South line of the Replat of a Portion of Block 500, recorded in Plat Book 32, Page 14, Public Records of Palm Beach County, Florida, said South line also being the westerly extension of the North right of way line of 4th Ave. South; On the South by a line 40 feet South of and parallel with said South line of the Replat of a Portion of Block 500, also being the westerly extension of the South right of way line of 4th Ave. South.

PARCEL B

A portion of Block 500 of the Palm Beach Farms Co. Plat No 2, Lucerne Townsite (now known as the City of Lake Worth) according to the plat thereof, as recorded in Plat Book 2, Page 29 through 40, of the Public Records of Palm Beach County, Florida, bounded as follows:

On the South by the Northerly boundary of the Replat of a Portion of Block 500, Palm Beach Farms Co. Plat No. 2, Lucerne Townsite according to the plat thereof, as recorded in Plat Book 32, Page 14, of the Public Records of Palm Beach County, Florida; on the West by the West boundary of said Block 500; on the East by the East boundary of said Block 500; and on the North by a line 320 feet North of and parallel with the North boundary of said Replat of a Portion of Block 500.

PARCEL C

Replat of a Portion of Block 500, Palm Beach Farms Co. Plat No. 2 Lucerne Townsite, according to the plat thereof, as recorded in Plat Book 32, Page 14, Public Records of Palm Beach County, Florida.

PARCEL D

That part of Block 500, Palm Beach Farms Company, Plat No. 2, Lucerne Townsite (now known as the City of Lake Worth) Plat Book 2, Pages 29-40, Public Records of Palm Beach County, Florida being more particularly described as follows:

Commence at the Northeast corner of the Replat of a Portion of Block 500, as recorded in Plat Book 32, Page 14, Public Records of Palm Beach County, Florida, said point being on the West right-of-way line of East Coast Street; thence North along said right-of-way, a distance of 320 feet to the Northeast corner of that parcel described in Official Record Book 3662, Page 1611, Public Records of Palm Beach County, Florida and the Point of Beginning of the hereinafter described parcel; thence continue North, along said right-of-way, a distance of 320.41 feet to a point on the South right-of-way line of Lake Avenue and the North line of said Block 500; thence West, along said South right-of-way and North block line, a distance of 129.17 feet, to a point on the East right-of-way line of a 100 feet operating right-of-way of the Florida East Coast Railway right-of-way; thence South, along said East right-of-way line, a distance of 320.42 feet, to the Northwest corner of said parcel described in Official Record Book 3662, Page 1611; thence East, parallel with the North line of said Replat and along the North line of said parcel described in Official Record Book 3662, Page 1611, a distance of 126.13 feet to the Point of Beginning.

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Exhibit "A-1"

Physical Addresses and Folio Numbers

1. Parcel A:
  - i. Physical Address: 1017 Lake Avenue, Lake Worth, FL
  - ii. Folio #: 38-43-44-21-15-500-0030
2. Parcel B:
  - i. Physical Address: 101 South East Coast Street, Lake Worth, FL
  - ii. Folio #: 38-43-44-21-15-500-0010
3. A portion of Parcel C comprised of approximately 8,000 sq. ft:
  - i. Physical Address: 201 South East Coast Street, Lake Worth, FL
  - ii. Folio #: 38-43-44-28-44-001-0000

Search by Owner, Address or Parcel



**View Property Record**

**Owners**

PT, LLC

**Property Detail**

Location 1017 LAKE AVE  
 Municipality LAKE WORTH BEACH  
 Parcel No. 38434421155000030  
 Subdivision LAKE WORTH TOWN OF  
 Book 28137 Page 1971  
 Sale Date FEB-2016

Mailing Address 3223 LAKE WORTH RD  
 LAKE WORTH FL 33461 3635

Use Type 4800 - WAREH/DIST TERM  
 Total Square Feet 0

**Sales Information**

Sales Date	Price
8-2016	1
3-2016	4850000
APR-2014	2885000
JUN-2008	60000000
JUN-2008	10

**Appraisals**



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Search by Owner, Address or Parcel



View Property Record

**Owners**

JFL LLC

**Property Detail**

Location 101 S EAST COAST ST  
 Municipality LAKE WORTH BEACH  
 Parcel No. 38434421155000010  
 Subdivision LAKE WORTH TOWN OF  
 Book 28137 Page 1971  
 Sale Date FEB-2016

Mailing Address 3223 LAKE WORTH RD  
 LAKE WORTH FL 33461 3635

Use Type 4800 - WAREH/DIST TERM  
 Total Square Feet 0

**Sales Information**

Sales Date	1	Price
FEB-2016		4850000
APR-2014		2885000
JUN-2008		6000000
JUN-2008	10	

**Appraisals**



Search by Owner, Address or Parcel



[View Property Record](#)

**Owners**

IFLL LLC

**Property Detail**

Location 201 S EAST COAST ST  
 Municipality LAKE WORTH BEACH  
 Parcel No. 38434428440010000  
 Subdivision PALM BCH FARMS CO PL NO 2 REPLAT  
 OF PT OF BLK 500  
 Book 28137 Page 1971  
 Sale Date FEB-2016  
 Mailing Address 3223 LAKE WORTH RD  
 LAKE WORTH FL 33461 3635  
 Use Type 4800 - WAREH/DIST TERM  
 Total Square Feet 66724

**Sales Information**

Sales Date	1	Price
FEB-2016	1	4850000
APR-2014		2885000
JUN-2008		6000000
JUN-2008	10	



Palm Beach County | None

**I. Introduction; Project Background; Justification**

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The Bohemian is a transit-oriented, mixed-use, multifamily rental development located in the heart of downtown Lake Worth Beach. The development occupies a rectangular parcel beginning at the corner of Lake Avenue and East Coast Street and heading south. This site provides a major redevelopment opportunity that will add to the vibrant community of Lake Worth Beach. Activity will be encouraged through implementation of the Sustainable Incentive Density Program regulations.

The Bohemian will be downtown Lake Worth Beach's first urban infill residential development. The development will consist of two-hundred (200) apartment rentals in one multi-story structure with amenity space, street-level retail, a common-area pedestrian plaza, and a three hundred and sixty (360) space parking structure containing one hundred and twenty (120) public parking spaces. Amenities include a lobby of approximately 5,800 SF, a resort-style pool of approximately 720 SF, a state-of-the-art fitness center of approximately 2,000 SF, commercial space of approximately 2,300 SF, and an outdoor pavilion of approximately 1,300 SF. The design will serve as a catalyst to spur additional development in this corridor.

Residents of The Bohemian will include highly educated professionals and families who prefer to live in a walkable, urban environment. The development will offer no-cost bike rental and will provide a ride-sharing drop-off area to promote alternative modes of transportation. It will include high-end luxury finishes and a rooftop observation deck.

The planned two hundred (200) residential units will be a mix of one- and two- bedroom apartments so there are opportunities for young couples and those starting a family. Specifically, The Bohemian will contain one hundred and fifty-two (152) one-bedroom units that are approximately 611 SF and forty-eight (48) two-bedroom units that are approximately 991 SF. The overall project density is 83.94 dwelling units per gross acre.

**II. Project Location; Zoning and Land Use Designation**

The project is referred to as The Bohemian. It is located along East Coast Street extending south from Lake Avenue within the municipal boundaries of the City of Lake Worth Beach, Florida. The current zoning for most of the property is Transit Oriented Development- East (TOD-E). A small portion of the property is zoned Artisanal Industrial- AI. The Future Land Use Designation for the property is Transit Oriented Development- TOD. The Bonus Incentive Program pursuant to Section 23.2.33, City of Lake Worth and Development Regulations does apply to The Bohemian.

**III. Existing Use; Site Characteristics**

The site consists of 2.0359 acres east of the railroad tracks plus 0.3468 acres west of the railroad tracks, which is a total 2.3827 total acres. The land east of the railroad tracks is currently vacant. The land west of the railroad tracks has an existing transformer site.

#### IV. Surrounding Property Information

To the immediate south of the property is a tile warehouse, with a street address of 201 S East Coast Street. The architectural style is a warehouse building. The building is 29,916 SF.

To the immediate west of the property are the railroad tracks. Beyond the railroad tracks, there is a funeral home with a street address of 1107 Lake Avenue. The funeral home property has a building size of 1,520 SF. The lot size is 5,286 SF/0.2529 acres. South of the funeral home, there is a vacant lot (1108 1<sup>st</sup> Avenue S) that is 0.3648 acres. Below 1<sup>st</sup> Ave S. there is a vacant lot with an empty industrial building. The lot is 0.0751 acres.

To the immediate east of the property are a variety of lots. Starting from Lake Avenue and heading south along East Coast Street, there is first an office building (1005 Lake Avenue). The architectural style of the office building is an eclectic office building with a mix of industrial and contemporary and with the use of shutters and brick. The lot size is 0.4091 acres. The building is 30,461 SF. Below that is a vacant industrial warehouse (14 S East Coast St) with and a size of 0.4091 acres. The style is a rundown warehouse. Next there are two industrial structures, one of which is a roofing contractor and one of which is a pre-owned merchandise store. The lots have a size of 0.2324 acres each and an architectural style of industrial buildings. The addresses are 23 S H St. and 29 S H St. Below these is another industrial use at 110 S East Coast St., with a size of 0.2324 acres and then American Roofing Co., an auto parts lot, and an auto and tire salvage.

To the north is Lake Avenue. Across Lake Avenue at 1030 Lake Avenue is a one-story office of 1818 SF, 0.0466 acres. To the East of that office, at 1014 Lake Avenue, is a commercial building of 4,725 SF with a lot size of 0.0804 acres.

#### V. Compliance with Site Design Qualitative Standards in Section 23.2-31

1. **Harmonious and efficient organization:** The site plan has been designed in a manner that will create a harmonious and efficient organization in relation to the topography, plot, character of adjoining property, and type and size of buildings. As discussed above, The Bohemian will be a catalyst to similar development of surrounding property in order to create a community.
2. **Preservation of natural conditions:** The existing site has been previously cleared and developed. There is minimal existing vegetation on site and there are no significant trees that should be preserved or relocated. The proposed landscaping will be a significant environmental and aesthetic improvement to the site.
3. **Screening and buffering:** Fences, walls, and vegetation screening are being provided to protect residents and users from undesirable view, lighting, noise, odors or other adverse off-site effects, and will protect residents and users of off-site development from on-site adverse effects.
4. **Enhancement of residential privacy:** The development will include acoustically sound windows that are fully-rated and impact resistant, thus providing security and privacy.

5. **Emergency access:** The project has been designed to utilize existing infrastructure with structured parking for residential and commercial parking needs. Emergency access will utilize the existing roadways to gain necessary access to the development in those cases.
6. **Access to public ways:** The design of the development will ensure safe and convenient access to public streets.
7. **Pedestrian circulation:** Proper and sufficient pedestrian circulation has been provided to insulate individuals, as reasonably as possible, from the vehicular circulation system in the parking garage.
8. **Design of ingress and egress drives:** The provision of ingress and egress at the parking garage will serve to promote easy access to the development from East Coast Street, the primary frontage.
9. **Coordination of on-site circulation with off-site circulation:** Vehicular and pedestrian circulation will be coordinated with the existing pattern.
10. **Design of on-site public right-of-way:** Not applicable.
11. **Off-street parking, loading and vehicular circulation areas:** Parking, loading, and vehicular circulation will be set up in a way that minimizes impact on adjacent property. There will be 12 parallel parking spots on East Coast Street.
12. **Refuse and service areas:** The design and placement of the refuse and service areas will minimize the impact on adjacent property. Trash rooms will be placed strategically for access from East Coast Street so that garbage trucks can pull over on the public right of way instead of entering the parking garage.
13. **Protection of property values:** The development will spur nearby development, thus improving property values.
14. **Transitional development:** Not applicable.
15. **Consideration of future development:** The development is in alignment with numerous key principles of the City of Lake Worth Beach as detailed in the Major Thoroughfares Design Guidelines. Specifically, the development will support the following principles: prioritize sustainable design; prioritize compact design; enhance the public realm; and create a healthy and safe community. The Bohemian offers benefits to the community, promotes walkability, increases taxable revenue, and adds an appealing aesthetic design.

In addition, the development is in alignment with numerous goals detailed in the Future Land Use Element of the Comprehensive Plan. Among other goals, the development will enhance the character of Lake Worth Beach and quality of life of its residents (Goal 1.1); strive to foster the City of Lake Worth Beach as a livable community where live, work, play and learn become part of the daily life of residents and visitors (Goal 1.2); and preserve and enhance the City's character as a quality residential community (Goal 1.3).

**VI. Compliance with Community Appearance Criteria, Section 23.2-31(I)**

1. The development incorporates tasteful design elements that will contribute to the positive image of the City. The development will be Green Building Certified. NGBS: Bronze.
2. The exterior design and appearance of the development will be of a superior quality to the existing neighboring structures. It will cause an appreciation, not depreciation, in terms of appearance and value.
3. The development is in harmony with proposed developments in the general area. By adding commercial frontage along Lake Ave, the development will drive foot traffic and encourage additional commercial development along the corridor. The project will pave the way for future commercial development and future residential development. It will provide a new client base for existing and future businesses.
4. The development is in compliance with this section and 23.2-29.

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**I. General Description of the Proposed Development**

The Bohemian is a transit-oriented, mixed-use, multifamily rental development located in the heart of downtown Lake Worth Beach. The development occupies a rectangular parcel beginning at the corner of Lake Avenue and East Coast Street and heading south. This site provides a major redevelopment opportunity that will add to the vibrant community of Lake Worth Beach.

The Bohemian will be downtown Lake Worth Beach's first urban infill residential development. The development will consist of two-hundred (200) apartment rentals in one multi-story structure with amenity space, street-level retail, a common-area pedestrian plaza, and a three hundred and sixty (360) space parking structure containing one hundred and twenty (120) public parking spaces. Amenities include a lobby of approximately 5,800 SF, a resort-style pool of approximately 720 SF, a state-of-the-art fitness center of approximately 2,000 SF, commercial space of approximately 2,300 SF, and an outdoor pavilion of approximately 1,300 SF. The design will serve as a catalyst to spur additional development in this corridor.

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The planned two hundred (200) residential units will be a mix of one- and two- bedroom apartments so there are opportunities for young couples and those starting a family. Specifically, The Bohemian will contain one hundred and fifty-two (152) one-bedroom units that are approximately 611 SF and forty-eight (48) two-bedroom units that are approximately 991 SF.

The proposed development consists of 2.3827 acres. The overall project density is 83.94 dwelling units per gross acre.

Below are the site design standards in the proposed development:

Lot Area: 88,684 SF

Lot Width: 128'-9"

Building Height: 75'-4" / 7 stories

Setbacks: 5' Front, 3' Side Street, 0' Interior Side, 17' Rear

Residential Density: 83.94 du/ac

Multifamily Dwelling Living Areas: 512 SF Efficiency; 594 SF 1 BR; 959 SF 2 BR

Parking: 383 spaces

MAR 3 2020

PZHP

## II. Compliance with Comprehensive Plan

The Bohemian complies with the Comprehensive Plan. Specifically, the development is in alignment with numerous goals detailed in the Future Land Use Element of the Comprehensive Plan. Among other goals, the development will enhance the character of Lake Worth Beach and quality of life of its residents (Goal 1.1); strive to foster the City of Lake Worth Beach as a livable community where live, work, play and learn become part of the daily life of residents and visitors (Goal 1.2); and preserve and enhance the City's character as a quality residential community (Goal 1.3).

## III. Proposed Schedule of Development

The anticipated project start date is May 1, 2021 and the anticipated project completion date is May 1, 2022.

## IV. Compliance with the General Provisions and Requirements in Section 23.3-25(b)

The Bohemian complies with the general provisions and requirements in Section 23.3-25(b):

1. Compliance with Sections 23.2-27, 23.2-28, and 23.2-29.
2. Compliance with the provisions of Section 23.3-25(b) in the case of conflict with other sections.
3. Dedication of public facilities.
4. Development to be in conformity with the master development plan.
5. Utilities.
6. Visibility Triangle.
7. Open space.
8. Planned development District.
9. Unified Control.
10. Master development plan.
11. Documentation.
12. Professional services.
13. Application fees.

## V. Compliance with the Mixed Use Planned Development Special Requirements

The Bohemian complies with the Mixed Use Planned Development Special Requirements, as applicable. Specifically, the development is located in a Mixed Use District (TOD-E) and will comply with the applicable requirements related to location, size, permitted uses, setbacks, parking, landscaping, illumination, and outdoor storage once the development has obtained the approvals applied for as part of the simultaneous applications for a major site plan, planned development, conditional use, and the sustainable bonus incentive program.

MAR 3 2020



# Sustainable Bonus Incentive Program

All development proposals seeking increased height above two stories, or additional FAR, as each may be allowed in a zoning district, shall submit this Sustainable Bonus Incentive Program Application. The application shall accompany the standard City of Lake Worth Universal Development Application for the development proposal.

Two hard copies and one electronic copy of the following materials are required in order for a Sustainable Bonus Incentive Program Application to be deemed complete and sufficient to present to the decision making board.

The Sustainable Bonus Incentive calculations are based on the gross square footage of the bonus height or intensity requested. The additional gross square footage amount is multiplied by \$5 per square foot ("Value Multiplier") in order to determine the value of the additional improvements to be provided for the project.

## 1. Please indicate whether the development proposal includes bonus height or bonus intensity:

### a. Bonus Height

i. No. of Additional Stories: 3 ("Bonus Height")

ii. Additional Gross Floor Area: 22,876 ("Bonus Area")

### b. Bonus Intensity

i. Additional Floor Area Ratio: \_\_\_\_\_ ("Bonus Intensity")

ii. Additional Gross Floor Area: \_\_\_\_\_ ("Bonus Area")

## 2. Multiply the Bonus Area by the Value Multiplier to determine the value of required improvements.

a. 22,876 square feet × \$5 = \$ 114380  
Bonus Area Value of Required Improvements

## 3. Indicate the type and value of the community benefit proposed to qualify for the Bonus Area:

a.  On-Site Features and Improvements; Value: \$ see attached

b.  Off-Site Features and Improvements; Value: \$ \_\_\_\_\_

c.  Fee In Lieu; Amount: \$ \_\_\_\_\_

## 4. Attach to this application a separate sheet with a detailed description of the proposed improvement and valuation of the same.

Detailed Description of the proposed improvement and valuation.

Note: This calculation addresses the sustainable bonus incentive program for the additional height. The other values were dealt with as part of the LOI as approved by the City Commission on February 18, 2020.

In addition to the items described on this table, the building is also Green Building Certified and provides workforce housing. The values added by the green building certification and by the percentage of the building made up of workforce housing are additional values that do not appear in the calculations below.

Improvement Detail	Valuation Amount	Calculation Details
Fitness Center	\$275,265	\$135/sf * 2,039 sf
Amenity/Leasing/Lobby/Uber Lounge	\$771,750	\$150/sf * 5,145 sf
Pool Amenity Area	\$375,000	\$200,000 pool, \$100,000 hardscape, \$75,000 softscape
Lake Ave Pedestrian Plaza (dog park/game lawn/pkg connection)	\$75,000	\$50,000 paver/brick hardscape, \$25,000 softscape
Future Pedestrian Plaza	\$100,000	\$50,000 hardscape, \$50,000 softscape
Retail	\$542,850	\$150/sf * 3,619 sf
Streets Improvement	\$250,000	Per City LOI
Stormwater Improvement	\$50,000	Per City LOI
Public Art	\$20,000	Allowance
Bike Racks	\$5,000	Allowance
Landscaping in excess of code requirements	\$30,000	Value of additional buffer material
	<b>Total: \$2,494,865</b>	

## LETTER OF INTENT

This Letter of Intent (the “**LOI**”) is entered into as of the 18th day of February 2020 (the “**Effective Date**”) between the **City of Lake Worth Beach**, a municipality duly constituted under Florida law, and having its offices at 7 North Dixie Highway, Lake Worth Beach, Florida 33460 (“**City**”) and **1017 Lake Ave, LLC**, a limited liability company authorized to do business in the State of Florida (“**Developer**”) with an address of 414 North Andrews Avenue, Ft. Lauderdale, Florida 33301. The City and Developer are jointly referred to as the “**Parties**” and individually as a “**Party**”.

The purpose of this LOI is to set forth provisions pertaining to the conceptualization, planning, entitlement, funding, development, implementation, construction and operation of The Bohemian, a proposed residential rental unit project containing approximately 200 apartment units with commercial space and a parking garage with 120 dedicated public parking spaces in downtown Lake Worth Beach (the “**Project Transaction**”), and any activities ancillary to these opportunities that may be agreed upon by the Parties (collectively, the “**Work**”).

### PART I

The following paragraphs reflect the Parties’ current understanding of the matters described to be included in the Definitive Agreements, but are not legally binding until such time the Definitive Agreements are final. Each Party will work in good faith to negotiate or conclude the Project Transaction on such terms. This is not a complete statement of all terms and conditions of the Project Transaction, but provides a basis for further discussions and negotiations.

**A. Project Transaction.** The City and Developer are considering the Project Transaction whereby the City would provide financial incentives, density bonuses and other legal considerations in exchange for the Developer to develop, construct and operate the project to be known as The Bohemian to be located at 1017 Lake Avenue, Lake Worth Beach, Florida. The Parties understand that additional discussions and negotiations with respect to the Project Transaction will be required, and that neither Party will be bound to proceed with the Project Transaction unless and until the City and the Developer negotiate, approve and execute mutually acceptable definitive agreements and related documentation (the “**Definitive Agreements**”) and related documents and terms and conditions that are negotiated, approved and executed and certain other conditions precedent as described in this LOI (including, without limitation, city commission and other governing body approvals) are obtained. However, to facilitate further such discussions and negotiations, the Parties desire to set forth the basic proposed terms of the Project Transaction and their understandings with respect thereto:

1. The Parties acknowledge and agree that the City intends to provide to the Developer certain financial incentives and density bonuses, which shall include:
  - A. Providing a 50.8975 unit planned development density bonus and a 20.359 unit transfer development right bonus for the original 2.0359 acre site located at 1017 Lake Avenue, Lake Worth Beach, Florida.

- B. Providing for the legal transfer through sale to the Developer and grant of an easement by the Developer to the City for City's perpetual use of and access to the City's Electric Utility ("Electric Utility") site of 0.3468 acre located at 1109 1<sup>st</sup> Avenue South, Lake Worth Beach, Florida ("East Switching Station"), which will provide a total of 27 residential units through a combination of by right density, planned development density bonus and transfer development right bonus (land value \$390,150, transfer development right value \$9,102). Notwithstanding anything contained herein, should another form of conveyance be required for tax or liability purposes, or as a requirement of the Developer's Lender, the Parties will work in good faith to accommodate a different structure that accomplishes the same mutual benefit to each Party. If the East Switching Station site is conveyed to the Developer, the Developer will be required to provide a unity of title for the East Switching Station site and the property at 1017 Lake Avenue. The Parties understand that the City's Electric Utility may need to make improvements to the East Switching Station site in the future and the finalized structure related to the East Switching Station site must ensure the Electric Utility's ability to make such future improvements above, below and within the site. Any improvements to the East Switching Station site by the Developer will be subject to City Commission review and approval.
- C. Providing an economic investment incentive of at least \$89,066.48 requiring a performance bond and payable at time of Certificate of Occupancy based on 200 residential units averaging 620 sq. ft. and 2,455 sq. ft. of commercial space with the following rates (final amount may be adjusted based on final unit number, sizes, and commercial space).
1. Electric – \$0.55 per sq. ft. (based on projected Electric Utility revenues from the Project Transaction of \$92,450 annually or \$277,350 in aggregate for the first three years, each beginning on the date of issue of Certificate of Occupancy of the residential unit project and commercial unit).
  2. Water/Sewer – \$0.12 per sq. ft. (based on the projected revenues from the Project Transaction with the minimum annual or aggregate for the first three years, each beginning on the date of issue of Certificate of Occupancy of the residential unit project and commercial unit, to be set forth in the Definitive Agreement(s)).
  3. Stormwater - \$0.12 per sq. ft. (based on the projected revenues from the Project Transaction with the minimum annual or aggregate for the first three years, each beginning on the date of issue of Certificate of Occupancy of the residential unit project and commercial unit, to be set forth in the Definitive Agreement(s)).
- ).

- D. Providing an infrastructure investment incentive of \$300,000 payable via two payments requiring the Developer to provide a section 255.05, Florida Statutes, compliant performance and payment bond (or letter of credit) (“Bond”) to insure and protect the City’s investment of funds for public infrastructure. The first half payment will be paid after the City approves the construction documents and issuance of permits. The second half payment will be paid after the issuance of a certificate(s) of completion for the infrastructure improvements. Alternatively, if the Bond cannot be provided by the Developer, the Developer may have its construction contractor provide the Bond with the City named as a dual obligee on the Bond. However, payment of the infrastructure investment incentive of \$300,000 will be after issuance of the certificate(s) of completion, or such other form agreed by the Parties evidencing completion, for the infrastructure improvements.
1. Streets - \$250,000
  2. Stormwater - \$50,000.
- E. Signing a Parking Garage Master Lease (the “Lease Agreement”) for 120 parking spaces for public use in the parking garage, under the following terms and conditions:
1. **Landlord:** Developer (1017 Lake Ave, LLC)
  2. **Tenant:** City (City of Lake Worth Beach)
  3. **Parking Garage:** Approximate six (6) levels precast parking garage structure consisting of approximately 360 parking spaces with 120 public parking spaces to be leased to the City and approximately 240 to be for Developer’s use. The City’s 120 parking spaces will be located on the first two levels of the parking garage structure. The Developer’s parking levels will be exclusively for its other tenants and the Developer will refer all others in need of parking in the Parking Garage to the City.
  4. **Tenant Demised Premises:** 120 parking spaces and shared common areas as further detailed in a parking garage plan to be attached to the Lease Agreement.
  5. **Lease Term:** 35 years
  6. **Renewal Option:** 1 30-year option at the end of the initial Lease Term, years 36-65 (the “First Option Term), 1 30-year option at the end of the First Option Term, years 66-95 (the “Second Option Term”). Together the Lease Term, First Option Term and Second Option Term shall be referred to as the “Lease Term”.
  7. **Effective Date:** Date the Lease Agreement is signed by all parties (prior to Financial Closing).
  8. **Construction Commencement Date:** The date a notice of commencement has been filed with the appropriate governing authority allowing work to begin pursuant to a building permit to construct the Parking Garage, which shall occur within 720 days from the Effective Date. The City Manager may elect to

approve any extensions of the Construction Commencement Date for a period of time up to 180 days. Any extensions of time beyond 180 days shall require the approval of the City Commission.

9. **Substantial Completion Date:** The date that the following have all been achieved: a temporary certificate of occupancy (or its equivalent) has been issued by the appropriate governing authority for the Parking Garage; a notice of commencement has been filed with the appropriate governing authority allowing work to begin pursuant to a building permit(s) to construct the residential rental unit project containing approximately 200 apartment units with commercial space; and, the improved access to the Parking Garage is completed.
10. **Commencement Date:** The term of this Lease shall commence on the Substantial Completion Date, which shall occur on or before 24 months from the Construction Commencement Date. Year 1 Annual Base Rent shall become immediately due and payable to Developer within 10 days from written notice to City demonstrating the Substantial Completion Date.
11. **Base Building Improvements:** The Parking Garage shall be constructed in accordance with the permitted set of plans, which shall be in accordance with the Parking Garage floor plan to be attached to the Lease Agreement as Exhibit A
12. **Landlord Work:** Developer shall be responsible for completing the Base Building Improvements, which will be defined in the Lease Agreement.
13. **Tenant Work:** City shall be responsible for completing any improvements to the Tenant Demised Premises that exceed the Base Building Improvements, such as parking meters, signage and safety monitoring. All such City improvements, including all subsequent alterations or additions, shall require the express written approval from Developer, which shall not be unreasonably delayed or withheld and shall be at City's sole cost.
14. **Annual Base Rent:**  
Year 1 = \$2,458,958  
Year 2 - Year 8 = \$72,000/yr  
Year 9 - Year 35 = \$144,000/yr  
First Option Term = CAM only (not to exceed \$72,000/yr.).  
Second Option Term = CAM only (not to exceed \$72,000/yr.).
15. **Annual Base Rent Increases:** None, other than as provided for herein.
16. **CAM & Operating Costs:** In addition to Annual Base Rent, City shall be responsible for the payment of common area maintenance and operating expenses, which shall include but not be limited to: security, general parking systems, cleaning,

utilities, maintenance and repairs, elevator maintenance, pest control, fire safety, insurance, management fees, licenses and fees, supplies, general signage, landscaping, administrative and professional costs, industry standard repair and replacement reserves (“Reserves” herein), and applicable real estate taxes (“CAM” herein). CAM shall not include costs and expenses directly related to the parking provided to Developer’s other tenants including but not limited to: parking meters or system, signage and safety monitoring. CAM is anticipated to be \$21,000 per year. At no time shall City be responsible for CAM that exceeds 50% of the Annual Base Rent). CAM will be based on actual costs, but may grow concurrently with the Consumer Price Index.

17. **Tenant’s Percentage Share:** The City’s Percentage Share in CAM shall be based upon the total number of spaces in the Demised Premises divided by the total number of spaces in the Parking Garage (i.e.,  $120/360 = 33.33\%$ , Total CAM = \$50,000 \* 33.33% = \$16,666.66 (Tenant’s Percentage Share).
18. **Management & Operations:** Developer, or the Developer’s designee and/or management company, shall be responsible to manage, operate and maintain the Parking Garage and Tenant Demised Premises for the Lease Term in a manner comparable to other similar parking garages in Palm Beach County, Florida.

2. The Parties acknowledge and agree that the Developer intends to pursue the requisite approvals to develop The Bohemian at 1017 Lake Avenue, Lake Worth Beach, Florida, which at a minimum will include the approval of a Planned Mixed-Use Development order by the City’s City Commission. The Parties understand that all such Definitive Agreements will need to be final no later than April 10, 2020, except for Part I, Section (A)(1)(A) and (B) of this LOI, which shall be finalized at the conclusion of the land use entitlement process and requisite approvals, which shall be no later than September 30, 2020. Approval of all such development is an independent legal process that is not governed by this LOI nor guaranteed by this LOI.

## **ARTICLE 1. GOOD FAITH NEGOTIATIONS**

**Section 1.1 Good Faith Negotiations.** Subject to the conditions set forth in this LOI, the City and the Developer agree to coordinate and negotiate in good faith through April 10, 2020 (the “**Negotiation Period**”), unless this LOI is earlier terminated pursuant to Article 2, below, to attempt to execute and deliver the Definitive Agreements with respect to the Project Transaction. The Negotiation Period may be extended pursuant to Section 11.6.

## ARTICLE 2. TERMINATION

**Section 2.1** This LOI shall terminate on the earlier of: (i) execution of the Definitive Agreements including those related to Part I, Section (A)(1)(A) of this LOI, (ii) the expiration of the Negotiation Period, unless Parties are still actively involved in negotiations and pursuing final Definitive Agreements, which shall cause for the Negotiation Period to be extended pursuant to Section 11.6, or (iii) termination by a Party by written notice to the other Party.

**Section 2.2** Upon the termination of this LOI, the Parties shall have no further obligation hereunder; provided, however, that the terms and provisions set forth in Articles 3 through 10 shall survive the termination of this LOI.

## ARTICLE 3. EFFECT OF THIS LOI

**Section 3.1** This LOI:

- (a) does not constitute a legally binding agreement;
- (b) does not constitute an exclusive agreement and the City of Lake Worth Beach reserves the right to enter similar LOIs with other private and public entities and persons;
- (c) does not contain all of the material terms of the Proposed Transactions, including those to be set forth in the Definitive Agreements; and
- (d) shall not constitute the basis for an agreement by estoppel or otherwise.

Rather, the Parties hereby agree that this LOI is intended as a statement of the Parties' good faith, mutual intent and understanding as of the date hereof to proceed with the negotiation of the terms of the Project Transaction and the Definitive Agreement during the Negotiation Period. Any actions taken by a Party or any other person in reliance on the terms expressed in this LOI or statements made (whether orally or in writing) during the negotiations between the Parties shall be at that Party's own risk. Unless and until the Definitive Agreements have been duly authorized, executed and delivered by the Parties, no Party shall have any legal obligations to the other, expressed or implied, or arising in any other manner under this LOI or in the course of negotiations as contemplated by this LOI.

Any transaction which might arise from the activities of the Parties as contemplated by this LOI shall be contingent upon the due authorization, execution and delivery by the Parties of the Definitive Agreements, including without limitation the obtaining by each Party of all management or applicable governing board approvals and all other authorizing actions required to be taken by each Party under its organizational documents and consistent with this LOI. No binding commitment shall arise prior to then even if the Parties reach some understanding(s) or agreement(s) in principle.

## ARTICLE 4. COSTS AND EXPENSES

**Section 4.1** Each Party shall bear its own costs and expenses (including fees of counsel and outside advisors) in connection with the preparation, negotiation and execution of this LOI (whether or not the Project Transaction is consummated), in connection with the Project Transaction, and in connection with the negotiation, authorization, execution and delivery of the Definitive Agreements.

## ARTICLE 5. CONFIDENTIALITY

**Section 5.1** The Parties acknowledge and agree that the City of Lake Worth Beach is subject to Florida's Public Records Act, Chapter 119, Florida Statutes. Except for the City's City Commission approval of this LOI, the Parties further acknowledge and agree that the Parties do not intend to make a public announcement (whether in the form of a press release or otherwise) directly or indirectly with respect to the subject matter of this LOI until such time as the Project Transaction has been more thoroughly vetted by each Party. Once the Project Transaction is more thoroughly vetted by each Party (or at such other time agreed to by the Parties), then the Parties may agree in writing to permit such public announcement to be made, which permission shall not be unreasonably withheld. Any public announcement made as permitted under this Section 5.1 shall be made only in accordance with a mutually agreed upon press release or other public communication by the Parties. At a minimum, the subject matter shall not be deemed to have been thoroughly vetted as contemplated hereby until Definitive Agreements have been entered into by the Parties relating thereto.

**Section 5.2** In the course of this LOI it may be necessary for one Party ("**Disclosing Party**") to release certain Confidential Information (as defined below) to the other Party ("**Receiving Party**"). All Confidential Information must be marked as "Confidential" in order to avoid any arguments that the confidentiality of such information has been waived.

**Section 5.3** "**Confidential Information**" shall mean all information, regardless of the form in which it is communicated or maintained (whether oral, written, electronic or visual) and whether prepared by Disclosing Party or otherwise, which is disclosed to Receiving Party, regardless of whether such information is disclosed intentionally or inadvertently, before, during or after the execution of the LOI, in connection with discussions and negotiations surrounding the Work that is the subject of the Project Transaction and including all reports, analyses, notes or other information that are based on, contain or reflect any such Confidential Information; however, Confidential Information shall not include: (i) information which is or becomes publicly available other than as a result of a violation of this Agreement; (ii) information which is or becomes available on a non-confidential basis from a source which is not known to the Receiving Party to be prohibited from disclosing such information pursuant to a legal, contractual or fiduciary obligation to the Disclosing Party; or (iii) information which the Receiving Party can demonstrate was legally in its possession prior to disclosure by the Disclosing Party.

**Section 5.4** Confidential Information shall not be used for any purpose other than to analyze, implement or complete the Project Transaction or necessary for a party to fulfill its obligations hereunder, which includes, without limitation, the Parties' applications for governmental grants. Confidential Information shall be held in strict confidence by Receiving

Party and shall not be disclosed without prior written consent of the Disclosing Party, except to those advisors, affiliates, agents, assigns, attorneys, employees, directors, officers and/or members (“**Agents**”) with a need-to-know the Confidential Information for the purposes of analyzing, implementing or completing the Project Transaction or a Party’s obligations hereunder. The Receiving Party shall require all recipients of the Confidential Information to be bound by the terms of the LOI. The Receiving Party shall be responsible for any breach of the LOI by the Receiving Party or its Agents. The Receiving Party shall use the same degree of care to protect the Confidential Information as the Receiving Party employs to protect its own information of like importance, but in no event less than a reasonable degree of care based on industry standard.

**Section 5.5** In the event that Receiving Party is requested or required by legal or regulatory authority to disclose any Confidential Information, the Receiving Party shall promptly notify the Disclosing Party of such request or requirement prior to disclosure, if permitted by law, so that Disclosing Party may seek an appropriate protective order and/or waive compliance with the terms of the LOI. In the event that a protective order or other remedy is not obtained, or the Disclosing Party waives compliance with the provisions hereof, the Receiving Party agrees to furnish only that portion of the Confidential Information that it reasonably determines, in consultation with its counsel, is consistent with the scope of the subpoena or demand, and to exercise reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information.

**Section 5.6** The Receiving Party agrees that monetary damages would not be a sufficient remedy for any breach of the LOI and that the Disclosing Party shall be entitled to injunctive or other equitable relief to remedy or prevent any breach or threatened breach of the LOI. Such remedy shall not be the exclusive remedy for any breach of the LOI, but shall be in addition to all other rights and remedies available at law or in equity.

**Section 5.7** It is understood that nothing contained in the LOI shall be construed as granting or conferring rights by license or otherwise in any Confidential Information disclosed to the Receiving Party hereunder.

**Section 5.8** Promptly following any decision by the Receiving Party to terminate or suspend the Negotiation Period, in whole or in part, terminate this LOI as permitted hereunder, or at any other time upon the Disclosing Party’s written request, the Receiving Party shall return or destroy, at the Receiving Party’s option, all written Confidential Information of the Disclosing Party, including that portion of such Confidential Information that may be found in analyses, compilations, studies or other documents prepared by, or for, the Receiving Party, and the Receiving Party and its Agents shall not retain any copies of such written Confidential Information. At any time after which the Receiving Party has been required to return or destroy the Confidential Information in its possession in accordance with the preceding sentence, the Receiving Party shall, upon written request of the Disclosing Party, cause one of its duly authorized representatives or officers to certify in writing to the Disclosing Party that the requirements of the preceding sentence have been satisfied in full.

## **ARTICLE 6. LIMITATION ON LIABILITY.**

**Section 6.1** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ITS REPRESENTATIVES FOR ANY SPECIAL, INDIRECT, NON-COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY TYPE OR ANY LOST PROFITS, LOSS OF BUSINESS OPPORTUNITY OR BUSINESS INTERRUPTIONS WHETHER ARISING IN CONTRACT OR TORT (INCLUDING NEGLIGENCE, WHETHER SOLE, JOINT OR CONCURRENT OR STRICT LIABILITY) OR OTHERWISE, ARISING OUT OF THIS LOI.

## **ARTICLE 7. NO THIRD-PARTY BENEFICIARIES**

**Section 7.1** This LOI is intended for the benefit of the Parties hereto and is not intended to and does not confer any benefit on third parties.

## **ARTICLE 8. CHOICE OF LAW**

**Section 8.1** This LOI shall be governed by the laws of the State of Florida without regard to its conflicts of laws principles. Any disputes resulting in litigation between the Parties shall be conducted in the state or federal courts of the State of Florida located in West Palm Beach, Florida.

**Section 8.2** IN ANY LITIGATION ARISING FROM OR RELATED TO THIS LOI, THE PARTIES HERETO EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EACH MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LOI, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY TO THIS LOI. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS LOI.

## **ARTICLE 9. ASSIGNMENT**

**Section 9.1** No assignment or transfer hereunder shall be made by either Party without the prior written consent of the other Party.

## **ARTICLE 10. COUNTERPARTS**

**Section 10.1** This LOI may be executed in counterparts, each of which shall have the effect of and be considered as an original of this LOI.

## **ARTICLE 11. MISCELLANEOUS**

**Section 11.1** The Parties acknowledge that the consummation of the Project Transaction, completion of any associated Work, and the effectiveness of the Definitive Agreements may be contingent upon obtaining any necessary approvals from local, state and federal agencies. Nothing herein is intended to create obligations on the part of either Party that would require it to take actions that are inconsistent with such regulatory compliance.

**Section 11.2** This LOI constitutes the entire agreement between the Parties with respect to the subject matter hereof. There are no other oral understandings, terms or conditions with respect to the subject matter of this LOI, and neither Party has relied upon any representation, express or implied, not contained in this LOI.

**Section 11.3** If any one or more of the provisions of this LOI should be ruled illegal, wholly or partly invalid or unenforceable by a court or other government body of competent jurisdiction under present or future laws, then: (i) the validity and enforceability of all provisions of this LOI not ruled to be invalid or unenforceable shall be unaffected and remain in full force and effect; (ii) the effect of the ruling shall be limited to the jurisdiction of the court or other government body making the ruling; (iii) the provision(s) held illegal, wholly or partly invalid or unenforceable shall be deemed amended, and the court or other government body is authorized to reform the provision(s), to the minimum extent necessary to render them valid and enforceable in conformity with the Parties' intent as manifested herein.

**Section 11.4** Each Party acknowledges that it has actively participated in the negotiation and preparation of this LOI, and that accordingly this LOI and any uncertainty or ambiguity contained herein shall not be construed against any one Party as drafter. The descriptive headings of this LOI are inserted for convenience only and do not constitute a substantive part of this LOI.

**Section 11.5** The obligations of the Parties hereunder which by their nature survive the termination of the LOI, shall survive and inure to the benefit of the Parties. Those provisions of the LOI which provide for the limitation of or protection against liability shall apply to the full extent permitted by law and shall survive termination of the LOI.

**Section 11.6** This LOI may be amended only by a writing signed by each Party hereto. The City's City Manager is authorized to extend the timeframes set forth herein without City Commission approval for no more than 120 days. The failure of a Party to enforce, insist upon, or comply with any of the terms, conditions or covenants of this LOI, or a Party's waiver of the same in any instance or instances shall not be construed as a general waiver or relinquishment of any such terms, conditions or covenants, but the same shall be and remain at all times in full force and effect.

**Section 11.7** This LOI sets forth the mutual understandings and intentions relating to the Project Transaction based upon the terms and conditions set forth herein.

**Section 11.8** The City Commission has delegated the authority to the City Manager to execute the Definitive Agreements, if agreeable in consultation with the City Attorney and the City Financial Services Director. However, if in the City Manager's opinion, the Definitive Agreement(s) involves a material or adverse change to the terms and conditions of this LOI, the City Manager reserves the right to bring the matter before the City Commission for its review.

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SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have caused this LOI to be executed by their duly authorized representatives on the first date written above.

1017 Lake Avenue, LLC  
a Florida Limited Liability Corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

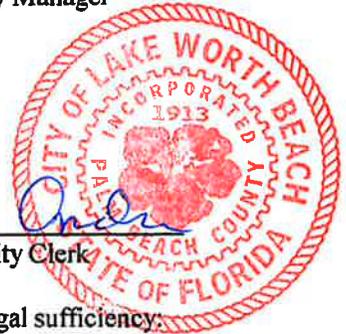
Title: \_\_\_\_\_

[Corporate Seal]

City of Lake Worth Beach  
By: \_\_\_\_\_  
Michael Bornstein, City Manager

ATTEST:

By: \_\_\_\_\_  
Deborah M. Andrea, City Clerk



Approved as to form and legal sufficiency:

By: \_\_\_\_\_ FOR  
Glen J. Torcivia, City Attorney

Approved for financial sufficiency:

By: \_\_\_\_\_  
Bruce T. Miller,  
Financial Services Director



March 26, 2020

Robert Frederick Rennebaum, P.E.  
Simmons & White  
2581 Metrocentre Boulevard, 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: The Bohemian  
Project #: 200314  
Traffic Performance Standards Review**

Dear Mr. Rennebaum:

The Palm Beach County Traffic Division has reviewed the **Bohemian** Insignificant Traffic Impact Statement, dated March 4, 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  
**Location:** West of S. East Coast Street, south of Lake Avenue  
**PCN:** 38-43-44-21-15-500-0010 (*others on file*)  
**Access:** Full access driveway connections onto S. East Coast Street (*as proposed in the study, but not approved by the County through this letter*)  
**Existing Uses:** Vacant  
**Proposed Uses:** Multifamily Mid-Rise Housing 3-10 Story (Apartment/Condo/TH) = 200 DUs  
 General Commercial = 3,619 SF

**Residential**

**New Daily Trips:** 1,088  
**New Peak Hour Trips:** 72 (19/53) AM; 88 (54/34) PM

**Non-Residential**

**New Daily Trips:** 155  
**New Peak Hour Trips:** 1 (1/0) AM; 12 (6/6) PM

**Residential & Non-Residential**

**Total Daily Trips:** 1,243  
**Total Peak Hour Trips:** 73 (20/53) AM; 100 (60/40) PM  
**Build-out:** December 31, 2023

Based on the review, the Traffic Division has determined the residential component of the proposed development is within the Coastal Residential Exception Areas, and therefore, **exempt** from Traffic Performance Standards (TPS). However, the non-residential component of the development, being insignificant on the roadway network, **meets** the Traffic Performance Standards of Palm Beach County.

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

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Affirmative Action Employer"



Robert Frederick Rennebaum, P.E.

March 26, 2020

Page 2

R/W permit application. The project is required to comply with all Palm Beach County standards and may include R/W dedication. A discussion with Palm Beach County, involving at a minimum Traffic Division, Land Development Division, and Roadway Production Division, is advisable for access related issues of the site plan on County maintained roadways before a site plan is submitted to the municipality for consideration.

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

The approval letter shall be valid no longer than one year from date of issuance, unless an application for a Site Specific Development Order has been approved, an application for a Site Specific Development Order has been submitted, or the 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 [DSimeus@pbcgov.org](mailto:DSimeus@pbcgov.org).

Sincerely,

A handwritten signature in blue ink, appearing to read "DS", is written over the typed name.

Dominique Simeus, P.E.  
Professional Engineer  
Traffic Division

DS/rb

cc: Addressee

Mark E. Stivers, AICP, Assistant Director, Planning, Zoning & Preservation, City of Lake Worth  
Quazi Bari, P.E., PTOE, Manager – Growth Management, Traffic Division  
Steve Bohovsky, Technical Assistant III, Traffic Division

File: General - TPS - Mun - Traffic Study Review  
N:\TRAFFIC\DS\MUNICIPALITIES\APPROVALS\2020\200314 - THE BOHEMIAN.DOC

The Bohemian requests waivers from the following sections of the City of Lake Worth Beach Land Development Regulations:

- Section 23.3-19(b)(2)
- Section 23.3-19(d)(3)(B)(1)
- Section 23.3-19(d)(9)
- Section 23.4-4(e)(1)
- Section 23.3-19(d)(6)
- Section 23.3-19(d)(7)

Below is a justification statement for each requested waiver.

### **Section 23.3-19(b)(2), Minimum Living Area**

Per LDR Section 23.3-19(b)(2), the minimum living area for a one-bedroom unit in a multifamily development in the Transit Oriented Development East (TOD-E) zoning district is 600 square feet. The Bohemian proposes to offer junior one-bedroom units at a size of 512 SF.

As depicted the unit plan, the junior one-bedroom units are designed to make efficient use of space. All necessary living, sleeping, and bathing facilities needed for a one-bedroom unit to function as such are provided in the junior one-bedroom units.

In order to preserve space, the unit layout contains no hallways. This design decision allows for the same amount of usable space with a smaller total square footage. In a larger unit, some of the square footage would be attributable to hallway space.

In addition, these junior one-bedroom units have kitchens that are intended to be functional and compact while still providing all necessary elements that are provided in a kitchen. The living area also is efficient in size and function. The anticipated resident for this development is someone who lives very "light" and does not use dedicated dining areas.

With a smaller unit available, it is more feasible for the end user to live in this "market rate" lifestyle environment. Despite the smaller space, the presence of all necessary facilities and the compact design allow for a fully functional one-bedroom unit.

It is worth noting that Per LDR Section 23.3-19(b)(1), the minimum living area for an efficiency would be 400 SF. The Bohemian has opted to have all units at one-bedroom or larger. As compared to an efficiency, the junior one-bedroom unit contains a bedroom separated from the living area by a door, and this bedroom contains a closet and a window. The junior one-bedroom unit type has been successfully utilized in other local markets.

Instead of offering efficiency units at a minimum of 400 SF, the Bohemian will instead offer junior one-bedroom units that are slightly larger than an efficiency and that have the added benefit of the privacy of a separate bedroom. The price to residents will be comparable to the price of an efficiency unit.

Given all of the above, a waiver to Section 23.3-19(b)(1) is justified under the proposed plans. The proposed design for the junior one-bedroom units is such that 512 SF is enough space to provide for a fully functional one-bedroom unit. The junior one-bedrooms will be available at a similar cost to residents as an efficiency, and they will greatly exceed the 400 SF minimum living area required of efficiencies in the zoning district. Instead of offering efficiencies, The Bohemian will be able to provide residents the upgraded living environment of a junior one-bedroom.

### **Section 23.3-19(d)(3)(B)(1), Side Setback**

Per LDR Section 23.3-19(d)(3)(B)(1), the required side setback for properties in the TOD-E zoning district is 10 feet from the street side lot line. The Bohemian's parking garage and the covered area east of the "Uber Lounge" are less than ten feet from the side street. Specifically, the parking garage is 3 feet from the East property line along East Coast Street.

A waiver of Section 23.3-19(d)(3)(B)(1) is justified in this situation due to the nature of the site. Specifically, the depth of the site is too narrow to accommodate a parking garage that circulate efficiently and safely while maintaining a side setback of 10 feet. In order to provide for safe maneuvering of vehicles in the garage, we needed to position the location of the parking garage to be 3 feet from the East property line.

The waiver is necessary due to the site characteristics and, as described above, it will provide the benefit of a safer garage.

### **Section 23.3-19(d)(9), Accessory structure**

Per LDR Section 23.3-19(d)(9), Accessory structures shall not exceed forty percent of the gross floor area. Additionally, the definition of an accessory building in Section 23.1-12 states that such buildings must maintain the same setback or greater from public streets as the principal structure and may not be constructed between any principal structure and a public street right-of-way.

The design for The Bohemian includes a parking garage and north commercial building that are accessory structures. The accessory structures exceed forty percent of the gross floor area. In addition, the parking garage has a smaller setback than the principal building and the north commercial building is located between the principal building and a public street right-of-way (Lake Avenue).

We request a waiver of the accessory structure definition as it relates to the setback for the parking garage. In order to comply with the height limitations while maximizing the amount of parking provided, it became necessary to detach the garage from the residential building. Despite this technical detachment, we are linking the structures through a covered walkway/trellis that leads from the garage to the residential building. Accordingly, the appearance will not be that of a strictly separated building. The placement will not cause any safety or aesthetic issues. Granting the waiver will allow for an increase in parking spaces, which will provide a public benefit.

Additionally, we request a waiver of the accessory structure definitions as it relates to the placement of the north commercial building. The decision to make the north commercial building a stand-alone accessory structure was based on the future use of this building for retail purposes. From a rent perspective, it will be easier to rent that space clear of obstructions. This is a desirable alternative to placing the retail space under the building where the columns for the residential structure may present inefficiencies for future tenants. The placement allows for a flexibility of uses for the commercial space. The waiver is justified in that it will allow the best allocation and use of space in a mixed-use development. As the development is in a district designed to accommodate such uses, the waiver is appropriate.

We also request a waiver of the requirement in Section 23.3-19(d)(9) that accessory structures not exceed forty percent of the gross floor area. For the same reasons described above, the design of the accessory structures maximizes the parking spaces and provides for a linking of the structures. The grant of the waiver will allow for additional parking, which will benefit the public.

#### **Section 23.4-4(e)(1), Wall Height**

Per LDR Section 23.4-4(e)(1), the maximum fence height is six feet. The wall proposed for the west property line is eight feet high. This section of the property is adjacent to the Florida East Coast Railway tracks. The wall will separate the proposed developed from the railway tracks.

Given the location, the intent of this wall is to reduce as much sound transmission as possible. The additional height of the wall will allow for a greater reduction in sound transmission. The additional height will also have the benefit of impeding people from jumping over the wall into the courtyards of the proposed development from the area surrounding the railway tracks.

Accordingly, we request a waiver of the limitation to six feet for the height of this wall. Due to the specific location along the tracks, the additional height is necessary to prevent excess sound transmission and to discourage people from jumping over the wall.

#### **Section 23.3-19(d)(6), Maximum Impermeable Surface**

Per LDR Section 23.3-19(d)(6), the maximum impermeable surface for a lot of this size is sixty-five percent. The proposed design for The Bohemian provides for sixty-seven percent impermeable surface.

We request a waiver of this maximum amount of impermeable surface area. Specifically, we request an additional two percent of impermeable surface area. The Bohemian's design includes outdoor plazas and patio/pool spaces that are designed to provide an urban feel.

The additional impermeable surface area is essential to meeting the design intent of the development. In addition, the additional amenity areas and plazas that the waiver will allow will provide benefits to the residents and the public and will provide an aesthetic upgrade.

**Section 23.3-19(d)(7), Maximum Impermeable Surface for all Structures**

Per LDR Section 23.3-19(d)(7), for a lot of this size, the maximum impermeable surface for all structures is fifty percent. The proposed design for The Bohemian provides for fifty-seven percent impermeable surface for structures.

We request a waiver to allow for an additional seven percent structure coverage beyond the stated maximum. The development will provide parking for both the residents of The Bohemian and for the public. In order to provide this desired amount of parking while keeping the height at seven stories, the parking and residential building have been separated into two structures versus a podium design. This is also the most cost-effective solution that fits within the goals of incorporating a workforce product. In order to allow for this design on the site, we require a waiver of the maximum amount of impermeable surface for all structures. As mentioned above, the grant of the waiver will allow for additional parking, which provides a public benefit.

# THE BOHEMIAN

## Market Analysis Study

Located on the eastside of the FEC railway along Lake Avenue, the Site is well positioned as the keyhole to the City. The Bohemian is anticipated to be an approximately 200-unit transit-orientated, mixed use development located in Lake Worth Beach, FL. It is envisioned to be a seven-story building with amenity space, street-level retail, a pedestrian plaza and a five-story parking garage. The project will include a ground-floor, stand-alone retail building and amenities, including a resort-style pool with lounge area, coffee bar, rooftop observation deck, community room, lobby/leasing office, outdoor plaza facing Lake Avenue, fitness center, and co-workspace.

Situated in downtown Lake Worth Beach, the Bohemian sits on the eastside of the FEC railway, along Lake Avenue, adjacent to City Hall, and within walking distance of all the restaurants, bars, shops and amenities downtown Lake Worth Beach has to offer. The Project will fill a void in downtown Lake Worth Beach where available land is supply constrained and sites that can accommodate an institutional apartment project are extremely challenging to assemble. Hence the downtown has experienced no meaningful multifamily development.

In analyzing the local market, it became apparent that studio and small one-bedroom apartments were popular in the downtown area and that tenants were willing to sacrifice square footage for convenience. The current unit mix is comprised of 75% one bedrooms, of which roughly half of the one bedrooms (75 units) are junior one bedrooms averaging 512 SF. The rental product comparables in the immediate downtown area are aged, fractured units with no amenities that average nearly the same square footage as the Project's junior one bedroom. These properties have experienced low vacancy rates and are located adjacent to the downtown, however not directly downtown (on Lake Ave or Lucerne) and leasing at rates in line with the Bohemian's projected Project rents. Essentially tenants will have the option in paying the same for a 1970s vintage duplex or live in a fully amenitized new construction building that is walkable to the entire downtown.

The Lake Worth MSA has historically seen extremely low vacancy rates. The city and surrounding area ranks second in Palm Beach County. Additionally, the households renting within the one-mile radius of the project comprise over 30% of all the renters within the City of Lake Worth where a mere 10.8%, 442 units, of the conventional inventory within the five-mile radius was built within the last five years. Overall, the vast majority of conventional inventory in the local market, over 70%, was built over 26 years ago, underscoring the submarket's need for more Class A inventory.

Occupancy Ranking		
		Forecast
Submarket	Rank	2018-2021
Boca Raton West	1	95.6%
Green Acres City/Palm Spgs/Lake Worth	2	95.5%
Boynton Beach/Delray Beach	3	94.7%
North Palm Beach	4	94.7%
Boca Raton East	5	94.7%
Century Village	6	94.1%
West Palm Beach/Palm Beach	7	93.4%
<b>Market Average</b>		94.7%

# **SACHS SAX CAPLAN**

ATTORNEYS AT LAW

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BOCA RATON, FLORIDA 33487

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REBECCA ZISSEL  
RZISSEL@SSCLAWFIRM.COM

May 4, 2020

**Via: Hand Delivery**

Alexis Rosenberg and Andrew Meyer  
City of Lake Worth Beach  
Department for Community Sustainability  
1900 2<sup>nd</sup> Avenue North  
Lake Worth Beach, FL 33461

Subject: PZB Project Number: 20-00900001  
Response to Site Plan Review Team Comments

Dear Alexis and Andrew:

Enclosed are the revised plans for The Bohemian prepared in response to the Site Plan Review Team Comments dated April 14, 2020. In addition to two copies of the revised plans, we are enclosing the following documents with our submittal:

1. Narrative Response to SPRT Comments
2. Revised Conditional Use Narrative
3. Revised Sustainable Bonus Narrative
4. Justification Statements for Requested Waivers
5. Market Analysis Study
6. Drainage Statement
7. Traffic Concurrency Letter from Palm Beach County
8. Public Safety/CPTED Plan Narrative
9. Letter from Trash Chute Consultant

Also enclosed is an electronic copy of all documents. If I can provide any additional information, please let me know.

Very truly yours,

**SACHS SAX CAPLAN**

*/s/ Rebecca Zissel*

Rebecca Zissel

**MSA ARCHITECTS, INC.**  
ARCHITECTURE & PLANNING  
8950 S.W. 74TH COURT  
SUITE 1513  
MIAMI, FLORIDA 33156  
305/273-9911  
AAA C000895

May 4, 2020

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

**Attn:** Alexis Rosenberg and Andrew Meyer

**PZB Project:** 20-009000001 Site Plan Review Team Comment Response: for project located at  
1017 Lave Avenue, 101 S East Coast Street; 201 S East Coast Street

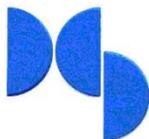
**RE:** Response Letter to Staff Comments

**Electric Utilities:**

Jean St. Simon | (561) 586-1699 | [jssimon@lakeworthbeachfl.gov](mailto:jssimon@lakeworthbeachfl.gov)

1. We need the customer's electrical load plans, electrical riser diagram and proposed transformer locations before we can design a job that will involve relocating the existing overhead electric line that is running through the property. Also, how many different meters will be needed in addition to the 200-units?  
**Response:** *Please see enclosed site plan and preliminary engineering plan showing the proposed transformer locations.*
  
2. The customer will be responsible for the cost to relocate this existing overhead line plus the cost for the new installation of electric lines to serve the new project.  
**Response:** *The owner is planning to follow the same protocol as done on The Mid project as outlined below:*
  - a. *Public utility company LWBEU shall remove existing overhead lines, poles and transformers.*
  - b. *Public utility company LWBEU shall provide termination point for temporary and permanent power.*
  - c. *Owner shall provide all electrical trenching and prep for conduit install.*
  - d. *Public utility company LWBEU shall furnish conduit and pull string.*
  - e. *Owner shall install conduit and backfill trenches.*

**MSA  
ARCHITECTS**



**The Bohemian**  
**Site Plan Review Team Comments**  
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- f. *Public utility company LWBEU shall furnish all transformers and pads.*
  - g. *Owner shall install all transformer pads.*
  - h. *Public utility company LWBEU shall install all transformers.*
  - i. *Public utility company LWBEU shall pull all electrical wires from termination point to transformers.*
  - j. *Public utility company LWBEU shall energize the lines.*
3. Provide room for additional electrical equipment may be needed on the property site in accessible locations for possible switch cabinets and large splice boxes.  
**Response:** *Main electric rooms are sufficient-sized: main electric rooms are provided for garage, residential building, and retail building. Transformer pads are identified on the site plan for each of the 3 uses. Further coordination with utilities shall be during time of building permit.*
4. A 10-ft-wide electric easements will be needed for our facilities that will be on the property and along the east side of the development, starting from the proposed transformer location and ending near the café/retail store.  
**Response:** *Acknowledged, please see enclosed preliminary engineering plan for the requested electrical easements.*
5. The easement shall be clear of any permanent structure.  
**Response:** *Acknowledged*
6. Numbers 1 and 3 must be received before a building permit can be issued.  
**Response:** *Acknowledged.*
7. A final electrical inspection must be done before issuing a Certificate of Occupancy (CO).  
**Response:** *Acknowledged.*
8. We need 10-ft clearance in front of the transformer and 4-ft on the remaining sides  
**Response:** *Noted and clearances have been identified on the site plan.*

**Community Services Landscaping:**

David McGrew | (561) 586-7433 | [dmcgrew@lakeworthbeachfl.gov](mailto:dmcgrew@lakeworthbeachfl.gov)

1. Per LDR Section 23.6-1(j)(5), 75% of all required trees must be South Florida Native and 75% of all other required plants must be S. Florida Naïve.  
**Response:** *Requirements have been met, 'Native Requirement' Table showing calculations has been added to L2 and L3*

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2. Per LDR Section 23.6(j)(7), Alexander Palms do not qualify as substitutes for required trees along Lake Ave of East Coast Street.  
**Response:** *All Alexander Palms have been removed from L2 and replaced with Date Palms, Date Palm is an acceptable palm Tree in the Lake Worth Beach Major Thoroughfares Design Guidelines.*
3. Cassia Surattensis is not a Florida Native.  
**Response:** *All Cassia Surattensis Trees have been removed from L2 and replaced with Gumbo Limbo Trees, Gumbo Limbo is an acceptable Native tree in the Lake Worth Beach Major Thoroughfares Design Guidelines.*
4. Per LDR Section 23.6(j)(7), Palms shall contribute no more than 20% of required trees. Provide table showing that this requirement is met.  
**Response:** *Palms do not contribute more than 20% of required trees. Table showing that this requirement is met has been added to L2.*
5. Per LDR Section 23.6(j)(5), provide complete plant counts for shrubs, groundcovers and vines. Provide table showing that 75% native requirements are met.  
**Response:** *75% Native requirements of shrubs has been met, table showing calculations has been added to L3*
6. Per LDR Section 2.6.1(d)12), approved native street trees shall be installed at a minimum of 25' of frontage.  
**Response:** *Live oaks and Gumbo Limbos have been selected as street trees, they are acceptable native trees in the Lake Worth Beach Major Thoroughfares Design Guidelines and planted 25' apart.*

**Planning:**

Alexis Rosenberg | (561) 586-1705 | [arosenberg@lakeworthbeachfl.gov](mailto:arosenberg@lakeworthbeachfl.gov) and Andrew Meyer | (561) 586-1673 | [ameyer@lakeworthbeachfl.gov](mailto:ameyer@lakeworthbeachfl.gov)

1. General:
  - a. The site plan, landscape, elevations, and renderings are not consisted with the each other,  
for instance:
    - i. Page SP-1 shows a trellis connecting the main mixed-use building to the parking garage, but SP-2 mentions a pedestrian bridge above trellis. The elevations and the floor plan do not show a pedestrian bridge, and the renderings show a concrete covered walkway where the trellis would be located.  
**Response:** *No pedestrian bridge is contemplated for this project. All notations have been removed and a covered trellis walkway is being proposed connecting the garage elevator lobby to the residential building lobby at the ground floor*

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- ii. Page SP1 and SP-2 reference a pool court to the west of the main building. This same area is labeled as “open lawn” on the landscape plan.  
**Response:** *Labels have been coordinated.*
- iii. {age Sp-1 and SP2 label open area to the south of the main building “future pedestrian plaza.” However, the landscape plan labels a portion of that area as a fenced-in dog park.  
**Response:** *The future pedestrian plaza next to parking garage has been removed from this application*
- iv. The landscape plan has an area to the south of the main building labeled as a “smoothie bar.” This is not shown on the site plan.  
**Response:** *Smoothie Bar note has been removed from the plan*
- v. The elevations do not match the renderings (e.g. different windows).  
**Response:** *Renderings have been removed from the submittal. Please refer to elevations for design intent.*

b. Update plans and renderings for internal consistency across all documents.  
**Response:** *Plans and elevations have been updated. Renderings were an artistic representation of the design intent and not intended to be an exact representation of the plans and elevations submitted. Renderings not representing the latest site layout have been removed from this resubmittal.*

c. Provide a summary of security features for the project, including lighting and walls & fencing.  
**Response:** *Please see attached CEPTD narrative*

d. Update the General Description of the proposed project to indicate the total units and broken down by units per the base density, planned development density and TDR density. Put this table format similar to the table below:

	Base Zoning District per the City’s Comprehensive Plan	With Sustainable Bonus Incentive Program (SIBP)	With SBIP and Mixed-use Urban Planned Unit Development (PUD)	With SBIP, PUD, and Letter of Intent (LOI) Agreement	With SBIP, PUD,LOI Agreement, Transfer Development Rights (TDR)
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Density	50 du/acre (101 units)	50 du/acre (101 units)	75 du/acre (152 units)	87.9 du/acre (178 units)	97.9 du/acre (199 units)
Height	30 feet	55 feet	82.5 feet	82.5 feet	97.5 feet
Floor Area Ration	2.2	2.65	3.975	3.975	4.372

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**Response:** *See revised table.*

- e. The site data listed on the site data table do not appear to accurately reflect the physical characteristics of the drawings.

**Response:** *Data table has been updated.*

- f. Indicate on the site plan all potential uses for the non-residential café/retail structure to allow for future flexibility of uses. Refer to the City's Use Table, LDR Section 23.3-6, for a list of use categories.

**Response:** *List of uses have been provided on the site data table*

- g. Due to construction over multiple parcels, this project is required to replatted in Accordance with the procedures and regulations outlined in LDR Section 23.5-2. All platting shall be finalized prior to construction. Note that per LDR Section 23.3-5(h)(4)(D), "if a zoning change is involved, certification from the department for community sustainability shall be furnished to the city clerk indicating that the change requested has been approved and is in effect, and that the size of lots and other features shown on plat conform to all zoning requirements. Signing of the final plat by the city clerk shall constitute such certification."

**Response:** *Acknowledged.*

- h. Provide a photometric plan that shows the location, dimensions, and intensity of all outdoor illumination. Note that per LDR Section 23.49(c)(4) lighting shall be shielded and located to not allow light trespass upon neighboring residential properties or districts in excess of 12.57 lumens when measured from the property line. The photometric plan should reflect adequate security lighting for area with public access. Also refer to page 52 of the City's Major Thoroughfare Design Guidelines to view the City's design criteria for lighting. LED lighting should have a warm tone.

**Response:** *See attached lighting plan*

- i. Per LDRS Section 23.3-19(c), the minimum living area for one-bedroom unit is 600 square feet. The plans propose the one-bedroom units 512 square feet. Please either make the one-bedroom units at least 600 square feet or provide justification as to why the 512 square is sufficient.

**Response:** *See enclosed justification statement.*

- j. Show the setbacks for all buildings on the site plan.

**Response:** *All setbacks have been shown. See Sheet SP-1*

- k. The key plan does not match the site plan.

**Response:** *Key plans have been updated*

- l. Is this project going to be phased?

**Response:** *The project is expected to be completed in one phase.*

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- m. Per page 42 of the Major Thoroughfare Design Guidelines, litter bins should be placed near each intersection corner and be easily accessible and identifiable for pedestrians.  
**Response:** *Litter bins have been located at the plaza and the widened sidewalk next to the ride share drop off area*
  
- n. Per page 54 of the City's Major Thoroughfare Design Guidelines, consider placing electric vehicle charging stations and bike racks in parking areas, near the entrances of buildings, and close to transit stops.  
**Response:** *4 EVSE ready spaces (2 stations) have been identified at the ground floor parking area for the City Parking and 2 spaces (1 stations) have been provided for the resident parking on the upper floors.*
  
- 2. Conditional Use:
  - a. The justification statement for the Conditional Use Permit should include the requested conditional use and a more detailed justification as to how each criteria is being met, not simply that the criteria will be met.  
**Response:** *See enclosed justification statement.*
  
- 3. Mural:
  - a. The application includes a proposal for a mural. Include the proposed location of the mural on the elevations, provide a colored rendering of the mural, and provide a complete mural removal agreement, found here:  
<https://lakeworthbeachfl.gov/download/mural-removal-agreement/>  
**Response:** *Acknowledged. Agreement shall be provided once mural has been fully designed and after the transfer of ownership. A placeholder location has been identified on the master sign plan and depicted on west building elevation.*
  
- 4. Sustainable Bonus Incentive Program:
  - a. Each benefit counted towards the Sustainable Bonus Incentive Program (SBIP) should be a listed benefit from LDR Section 23.2-33(d)(1). Within the SBIP improvement valuation table, list the category of each benefit being provided.  
**Response:** *See revised table on SP-1.*
  
- 5. Site Plan:
  - a. Indicate the portion of ROW that will be included in the project and label the utility easement. Reflect the new calculations in the site data table (include the portion of ROW in the lot area).  
**Response:** *This area has been cross hatched and noted on the site plan. And approximate area has been provided in the site data table. The site calculations are based on the actual lot area exclusive of the ROW improvements being proposed by Applicant.*

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- b. Per LDR Section 23.3-19(d)(3)(B)(1), the required side setback for properties in the TOD-E zoning district is 10 feet from the street. The parking garage is shown to be three feet from the east property line along East Coast Street. Additionally, the covered area to the east of the "Uber Lounge" appears to encroach into the side setback. Provide justification for a waiver to that section of the Code as part of the PUD application.  
**Response:** *See enclosed justification statement.*
- c. The north commercial building and the parking garage appear to be accessory structures, as they do not share a roofline with the primary building. LDR Section 23.3-19(d)(9) states that all accessory structures shall not exceed forty 40% of the gross floor area of the principal structure. Additionally, the definition of an accessory building states that such buildings must maintain the same setback or greater from public streets as the principal structure and may not be constructed between any principal structure and a public street right-of-way. The parking garage has a smaller setback than the principal building, and the north commercial building is located between the principal building and Lake Avenue. Provide justification for a waiver to all applicable sections of the Code as part of the PUD application.  
**Response:** *See enclosed justification statement.*
- d. Update the site plan to show building footprints and general use areas. The site plan should not include the first floor interior plans of the building.  
**Response:** *Site plan revised as noted in comment. See Sht SP-1*
- e. Are you proposing any perimeter treatment such as fences or walls? If so, show the proposed location, height, and material on the site plan.  
**Response:** *Yes..See SP-1 for proposed locations and respective heights and materials*
- f. Show the location of a sound wall and/or security walls and fencing on the site plan, include in the resubmittal height, location, and material of all proposed walls and fencing.  
**Response:** *Noted. See response in comment 5e above*
- g. Show the location and setbacks of all mechanical equipment. Note that per LDR Section 23.4-21, all roof mounted mechanical systems shall be screened from adjacent properties. Therefore, if the mechanical equipment is on the roof, a roof plan will need to be submitted and show details of how the proposed rooftop equipment will be screened.  
**Response:** *see roof plan for proposed locations of rooftop equipment. A note has been added to all elevations sheets stating that all rooftop equipment shall be screened by public view. The equipment is located towards the center of the building and with the use of the varying parapet heights and tower elements, they will provide sufficient screening of rooftop condensing units and R.T.U (roof top units).*

**The Bohemian  
Site Plan Review Team Comments  
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- h. Provide a specific breakdown of the lot coverage (e.g. lot coverage for walkways, parking area, buildings, etc.)  
**Response:** *a breakdown has been provided*
- i. Clearly delineate open space versus impermeable surface on the site plan. Show all proposed and future lot coverage. It appears that both the proposed building and total impervious surfaces (including buildings) may exceed the maximum allowance of 50% and 65% coverage respectively.  
**Response:** *see revised data table*
- j. Is any impervious surface being proposed within the future pedestrian plaza?  
**Response:** *Future pedestrian plaza has been removed from this application until the train stop is built, the applicant will use it as private programmed outdoor amenity space such as outdoor fitness area and dog park.*
- k. Show the location of all existing and proposed fire hydrants on the site plan.  
**Response:** *Existing fire hydrants are shown on the site plan and preliminary engineering plan. There are no proposed fire hydrants as we anticipate the existing fire hydrants satisfactory for structure coverage.*
- l. Height appears to be inaccurately measured and labeled on the elevations.  
**Response:** *Building height has been labeled correctly. See revised elevations.*
- m. Adjust site data table to reflect the accurate parking requirements. Per LDR Section 23.4-10, one-bedroom units require 1.5 spaces per unit, two-bedroom units require 1.75 spaces per unit, retail requires one space per 500 net square feet of space, and restaurant requires one space per 250 net square feet of space (including kitchen and seating areas). Regardless, it appears the parking requirement is met.  
**Response:** *parking table has been updated*
- n. The rendering shows a sidewalk café. Indicate the location of sidewalk café on the site plan.  
**Response:** *The applicant has not yet determined the commercial use; the rendering was merely a graphic representation of one potential use for that space. If a sidewalk cafe will be integrated by a future retail tenant, applicant shall provide such details on the site plan at that time.*

**The Bohemian  
Site Plan Review Team Comments  
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6. Urban Design:

- a. Per page 26 of the Major Thoroughfare Design Guidelines, parking structures shall be designed to be aesthetically important elements that blend in the surrounding context. Additionally, per page 27 of the Major Thoroughfare Design Guidelines, all structure parking garages must minimize the appearance of expansive blank walls along the ground floor through architectural features and landscaping. Therefore, consider a living wall or another design element on the east façade of the parking garage, facing South East Coast Street.

**Response:** *Please refer to revised garage elevation of garage facing South East Coast Street. Additional accent colors have been added to the garage facade. Elevations also show cathedral oaks along the whole facade of the garage that will screen the garage for at least 2 1/2 floors.*

- b. Renderings should reflect the existing built condition on adjacent sites with a second rendering showing the future built condition on the adjacent site (train station).

**Response:** *Renderings have been removed from this resubmittal.*

7. Landscape:

- a. Per page 32 of the Major Thoroughfare Design Guidelines, new street tree shall be of sufficient size and scale to surrounding buildings and the Major Thoroughfares.

**Response:** *Street Trees are acceptable under the Lake Worth Major Thoroughfare Design Guidelines.*

- b. Refer to the City's recommended tree palette on page 88 of the Major Thoroughfare Design Guidelines. The tree palette is intended to provide guidance for tree species for planting areas adjacent to the City's thoroughfare corridors. In the planting areas along Lake Avenue, incorporate trees from the City's tree palette. A minimum of one (1) of the preferred shade trees from the tree palette should be included in the planting area adjacent to the Lake Avenue right-of-way. The preferred shade tree for the corridor is the Japanese Blueberry (ELAEOCARPUS DECIPIENS).

**Response:** *(5) Japanese Blueberry trees have been added along Lake Ave. Date Palms along Lake Avenue are also on the recommended tree palette on page 88 of the Major Thoroughfare Design Guidelines*

- c. Per page 43 of the Major Thoroughfare Design Guidelines, pedestrian walkways should be protected from excessive sunlight through use of recommended shade trees.

**Response:** *Pedestrian walkways are protected from excessive sunlight through the use of recommended shade trees*

**The Bohemian  
Site Plan Review Team Comments  
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8. Signage:
- a. Per LDR Section 23.5-1(9), all proposed mixed use project must include a unified master sign plan. Please submit details on the size, color, and style of all proposed signage on the building. Please note that per page 50 of the Major Thoroughfare Design Guidelines, a master sign program shall provide a standard size, color, material and placement of signage to ensure a unified aesthetic. Letter-type signs with individual letters that are affixed to the building exterior are encouraged over “boxy” signs. Additionally, per page 30 of the Major Thoroughfare Design Guidelines, incorporate wayfinding signage to improve safety through accessibility, connectivity of spaces and functions and orientation.  
***Response:** refer to SP’1 for location of building signage. Way finding signage shall be permitted separately and style shall compliment the font style presented in this submittal*

**Urban Design:**

William Waters (561) 586-1634 | [wwaters@lakeworthbeachfl.gov](mailto:wwaters@lakeworthbeachfl.gov)

1. Architecture is a clean contemporary example of a mid-rise residential building.
2. Building appears to meet Major Thoroughfare Design Guidelines.
3. Location and sizes of murals will need to be established.  
***Response:** Acknowledged*
4. Sustainable bonus requirements and values will need to be verified.  
***Response:** Acknowledged. See revised sustainable bonus table.*
5. Number of workforce units and types needs to be verified.  
***Response:** The number of workforce units shall be in accordance with the agreements of the CRA, county and the city.*
6. Landscaping appears to be a little thin but likely meets code.  
***Response:** Landscaping might appear thin because Tree and shrub plans are separate, but much more landscaping is provided than required.*
7. Proposed building comes into the formerly abandoned right of way of 1st Avenue South. Need to verify exact location of any underground utilities.  
***Response:** Additional survey was performed and is included in this resubmittal. The only known existing utility is the existing drainage line which is connected to surveyed inlets. Per the survey, record drawings, and atlases it does not appear there will be a conflict between existing utilities and proposed buildings.*

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8. Parking garage architecture requires some decorative attention. Needs a colorful paint scheme.  
**Response:** *Garage design has been enhanced.*
  
9. Accessory commercial building location along Lake Avenue presents a nice street face, but would be well served to have awnings. Entrances to the building must have overhead protection from weather per Major Thoroughfare Design Guidelines.  
**Response:** *Eyebrows and/or awnings have been added to commercial building along Lake Avenue as well as an entry canopy over the entry points into each of the buildings (residential and commercial)*
  
10. Pedestrian plaza on corner is a solid design feature. **NOTED**
  
11. Covered trellis between apartment building and garage appears too light and delicate architecturally to serve as the connection between the structures. It also should be wider by 18". Columns appear in elevation that are too close together to adequately allow access to pedestrian plaza. What is the overall height of the trellis? Could a mobile food truck access the plaza for a special event?  
**Response:** *Covered trellis design has been redesigned. Height has been depicted on elevation.*
  
12. Unit mix, sizes and floor plans are very marketable. Washer/Dryer closets could be a bit wider to allow for mops, brooms, vacuum or other items.  
**Response:** *Acknowledged. Applicant is still fine-tuning interior layouts.*
  
13. Colors on building could be more bright lively and artsy. Beige brown and tan are not exactly complimentary of the Lake Worth Beach artsy vibe and culture.  
**Response:** *See revised elevation color palette. The beige brown has been eliminated.*
  
14. Renderings do not all match site plan and architectural plans.  
**Response:** *Renderings were meant to be an artistic representation of the intended design to provide a look and feel for the project. The applicant is still fine-tuning the details but will maintain the "look and feel" presented in this application. Please refer to the elevations as the most current design.*
  
15. First floor shown on site plan does not match first floor plan page. Some areas have conflicting labels.  
**Response:** *Labeling has been coordinated.*
  
16. 7th Floor open terrace has a poorly design trellis. Column spacing is odd.  
**Response:** *Column spacing is aligned with structure of building below. The intent of the trellis was to keep it light and "airy" and to provide an opportunity hang cafe lights and partial screening from the elements.*

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17. Vertical massing elements on main façade could be a couple of feet higher.  
**Response:** *applicant has provided multiple parapet heights to provide a varying roofline. The highest a parapet can project with having to provide additional structure to support it, is 8'; there applicant respectfully declines increasing parapet heights due to cost implications.*
18. Height datums on elevations are incorrect. Is the top of the parapet really at 94'-0"?"  
**Response:** *elevation tags have been updated. The height to the top of the highest parapet is 77'-6" as measure from the finished floor.*

**Public Works:**

Felipe Lofaso | (561) 586-1720 | [flofaso@lakeworthbeachfl.gov](mailto:flofaso@lakeworthbeachfl.gov)

1. The issuance of any permits shall comply with all provisions of the Lake Worth Municipal Code and all other applicable standards including but not limited to the Florida Department of Transportation (FDOT), Manual on Uniform Traffic Control Devices (MUTCD), and City of Lake Worth Public Services Construction Standards and Policy and Procedure Manual.
2. No Certificate of Occupancy shall be granted until all conditions of approval have been satisfied under jurisdiction of the Department of Public Services.
3. Prior to the issuance of a building permit, the following shall be addressed:
  - a. The applicant shall contact the Lake Worth Drainage (LWDD) District's Engineering Department and obtain any required permit(s), if necessary, and furnish to the City. Prior to the issuance of a building permit, the applicant shall contact the South Florida Water Management District's (SFWMD) Engineering Department and obtain any required permit(s), if necessary.  
**Response:** *Acknowledged. There are no anticipated permits required for LWDD. A SFWMD Environmental Resource Permit or a FDEP 10-2 Certification will be obtained.*
  - b. The applicant shall submit an Erosion Control plan and indicate the BMP's and NPDES compliance practices.  
**Response:** *Noted and shall be provided at time of building permit*
  - c. The applicant and the City shall agree on the required right of way improvements on East Coast Street to be designed and constructed by the developer. The City has agreed to contribute \$250,000 to the developer for the construction of related "Streets" improvements. The City is currently in the process of working with the Transportation Planning Authority on a grant to fund the full roadway improvements on East Coast St and South H Street. If awarded the grant, the funds will be available for construction in 2023. Improvements shall be inclusive of roadway reconstruction, on-street parking, sidewalks, street lighting, bulb outs, and site furniture.  
**Response:** *Acknowledged*

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- d. The applicant shall identify the trash and recycling area dimensions and provide a statement regarding the intended collection method (front load dumpster service, compactor service, rolloff box, etc.). City Solid Waste collection services via front load dumpster require the ability to access the site without having to exit the truck and maneuver dumpsters or containers.

***Response:** Solid Waste is provided at the ground floor loading area where the air-conditioned trash room is located. A small compactor at the trash chute will store compacted trash in multiple 3 cu. yd. containers that will be wheeled out the pull off area by building maintenance for City Solid Waste services to front load onto truck.*

4. Prior to the issuance of a certificate of occupancy (CO), the following shall be addressed:
- a. The Applicant shall ensure the entire surrounding off-site infrastructure inclusive of the roadway, sidewalk, curbing, stormwater system piping and structures, valve boxes, manholes, landscaping, striping, signage, and other improvements are in the same condition as prior to construction.
  - b. The applicant shall fine grade and sod all disturbed areas with Bahia sod.
  - c. The applicant shall broom sweep all areas of the affected right of way and remove of all silt and debris collected as a result of construction activity.
  - d. The applicant shall restore the right of way to a like or better condition. Any damages to pavement, curbing, striping, sidewalks or other areas shall be restored in kind.  
***Response:** Acknowledged for a. through d. Contractor shall fine grade and sod disturbed areas with Bahia sod. Note has been added to L2 and L3.*
5. Prior to performing work in the right of way, the applicant shall apply for and receive issuance of a "Right of Way/Utility Permit" application.  
***Response:** Acknowledged.*

**Utilities Water & Sewer:**

Giles Rhoads | (561) 586-1640 | [grhoads@lakeworthbeachfl.gov](mailto:grhoads@lakeworthbeachfl.gov)

1. Prior to site plan approval, the Engineering plans shall be amended as follows:
- a. The submittal needs to include the stormwater management system. The development shall ensure on-site containment of stormwater based on the three-year, one hour design storm event or 2.6 inches of precipitation. Submittal should include the geotech data required to support these drainage calculations.  
***Response:** Please see enclosed preliminary drainage calculations to supplement the drainage system in the preliminary engineering plan. A geotechnical report has not been prepared for the site at this time.*
  - b. Provide a drainage statement from a registered FL engineer regarding floodplain management provisions for water quality and quantity.  
***Response:** Please see enclosed drainage statement regarding floodplain management provisions for water quality and quantity.*

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- c. Show existing Stormwater mains that cross the property east to west at 1<sup>st</sup> Ave S. Design of the foot bridge shall provide sufficient clearance between the support piles and these existing utilities. The easements over these utilities shall be shown on the plans, if not present then an easement must be recorded with this project.  
*Response: The existing City maintained stormwater main that crosses the property is shown in the preliminary engineering plans. The foot bridge has been removed, however a trellis is proposed. Since the existing stormwater main is not located in the existing 30' utility easement, a 20' drainage easement is proposed centered over the existing stormwater main. The existing 30' utility easement is proposed to be abandoned since no known utilities are located within it. A minimum of 16 feet of clearance between support piles, centered over the existing drainage pipe, will be provided.*
- d. Provide a section detail at each property line from back to of building or curb to property line. Please ensure that these open spaces are meeting the City's policy of containing the 3 year – 1 hour storm event.  
*Response: Please see enclosed section details on the preliminary engineering plan set*
- e. Provide an Erosion Control plan and with the BMPs and NPDES compliance practices for the project site.  
*Response: Please see enclosed erosion control plan.*
- f. Submittal needs to include a conceptual sewer plan. Plan should incorporate grease traps and sized per the F.A.C 64E.  
*Response: Please see enclosed conceptual sewer design as part of the preliminary engineering plan*
- g. Provide a conceptual layout of the fire protection mains and hydrants.  
*Response: Please see enclosed conceptual fire protection design as part of the preliminary engineering plan. The parking garage and 7 story building each depict a fire line and double detector check valve.*
- h. Applicant will need to clean and add an internal liner to the sewer main from MH 396 to MH 398 approximately 430 LF in East Coast Ave. Laterals not in use, that would be associated with this property, must be capped at the main. Sewer report attached.  
*Response: Acknowledged. A label was added on the existing sewer main to be cleaned and lined.*
2. Prior to building permit approval, The Engineering submittal shall include the following:
- a. At time of engineering submittal provide a full drawing set the proposed drainage, Calculations, and any permits or permitting information from SFWMD and LWDD.  
*Response: Acknowledged, calculations and permits from the requested entities will be provided during the Engineering review process.*

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- b. Add all structure and conflict information on the plans.  
**Response:** *Acknowledged, will be provided for the Engineering submittal.*
- c. Complete water, sewer and drainage plans showing proposed pipe sizes, materials, structure sizes, utility crossing elevations, hydrants, manholes, as well as all pertinent site elevations.  
**Response:** *Acknowledged, preliminary information is currently depicted.*
- d. Proposed water mains shall have a minimum depth of 36 inches.  
**Response:** *Acknowledged, a label for this was added to the preliminary engineering plans and will also be provided for the Engineering submittal.*
- e. Show potable and irrigation service line/s up the meter and backflow RPZ device/s.  
**Response:** *Acknowledged, will be provided for the Engineering submittal.*
- f. Show water & sewer services, drainage structures, and storm-mains on landscape plan. Confirm minimum spacing between landscape and services per Public Services Detail 23, Typical Tree with Root Barrier.  
**Response:** *Utilities were added to the landscape plan with appropriate spacing. Water & Sewer Services, drainage structures, and storm-mains have been added to the landscape plan.*
- g. Fire-flow calculations based on a recent hydrant test. Contact Pedro Segovia with Palm Beach County at [psegovia@pbcgov.com](mailto:psegovia@pbcgov.com)  
**Response:** *Acknowledged, will be provided for the Engineering submittal.*
- h. On site Water and/or Sewer utilities will require a dedicated 15-foot utility easement.  
**Response:** *A 15' easement will be added for City maintained water. There are no proposed sanitary mains, just laterals, therefore no easements are provided for sewer.*
- i. Provide a copy of FDOT utility permit for any work within Lake Ave.  
**Response:** *Acknowledged, if applicable.*
- j. Signed and sealed Drainage Calculations including statement regarding floodplain management provisions for water quality and quantity shall be provided to the City.  
**Response:** *Acknowledged, will be provide for the Engineering submittal.*
- k. Provide geotechnical information for the determination of the hydraulic conductivity of the soil, and groundwater elevation.  
**Response:** *No geotechnical report prepared to date. Currently, the water table and hydraulic conductivity used in the drainage calculations is from SFWMD permit 11126-E, a neighboring site.*
- l. An Erosion Control plan and with the BMPs and NPDES compliance practices shall be provided for the project site.  
**Response:** *Acknowledged, will be provided for the Engineering submittal.*

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- m. Engineering plans shall include cross-sections along each property line and with grading showing the design storm (3 yr, 1 hour (2.6")) runoff being maintained on site.  
**Response:** *Acknowledged, will be provided for the Engineering submittal.*
  - n. Provide existing and proposed site grades.  
**Response:** *Acknowledged, will be provide for the Engineering submittal.*
  - o. Indicate vertical datum on all plan drawings with grades.  
**Response:** *Acknowledged, the vertical datum (NAVD88) is listed on the preliminary engineering plan and will also will be provided for the Engineering submittal.*
  - p. All applicable City of Lake Worth details.  
**Response:** *Acknowledged, will be provide for the Engineering submittal.*
3. Prior to the issuance of a building permit, capacity fees for water and sewer shall be paid in full in accordance with the current City Ordinance.  
**Response:** *Acknowledged.*
4. Prior to a Certificate of Occupancy (CO), a Bill of Sale for the pubic water and sewer mains shall be recorded.  
**Response:** *Acknowledged.*

**Lake Worth Beach Community Redevelopment Agency (CRA):**

Chris Dabros | (561) 493-2250 | [cdabros@lakeworthbeachfl.gov](mailto:cdabros@lakeworthbeachfl.gov)

- 1. Only a portion of PCN:38434428440010000 is being used. Project site would need to be replatted appropriately.  
**Response:** *Acknowledged.*
- 2. Are the pool and amenities (fitness room) are on the ground level?  
**Response:** *Yes*
- 3. Will there be a security wall or fence with vegetation between the property and the FEC RR ROW?  
**Response:** *yes, see sheet SP-1 for notations*
- 4. Please consider some sort of short overhangs or awnings on the retail building along Lake Avenue to protect patrons from the weather.  
**Response:** *see revised elevations of commercial. Canopies and/or awnings have been added where appropriate*
- 5. Site plan shows the Lake Avenue retail building on west side nearer to the RR tracks but the renderings show the retail building on the east side and the plaza closer to the RR tracks.  
**Response:** *rendering has been updated to show the commercial building as depicted on the site plan.*

**MSA ARCHITECTS, INC.**  
ARCHITECTURE & PLANNING  
8950 S.W. 74TH COURT  
SUITE 1513  
MIAMI, FLORIDA 33156  
305/273-9911  
AAA C000895

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6. It may be quite a long time before we get a train station. What is being built/placed in the 'future pedestrian plaza' between the garage and the apartments prior to the construction of any railroad station?

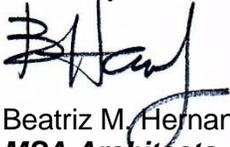
***Response:** Outdoor amenity green open space to include an outdoor fitness area and dog park for residents.*

7. The building plans do not include the first story of the apartment building or the parking garage.

***Response:** See Sheet A2.0*

Should you have any questions or comments please do not hesitate to call me.

Sincerely,



Beatriz M. Hernandez, Partner & Director of Design  
**MSA Architects, Inc.**

enclosures

## **The Bohemian Public Safety / CPTED Plan**

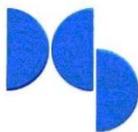
**May 1, 2020**

### **Description of Public Safety Report/CPTED Principles as they apply to this project:**

#### **CPTED PRINCIPLE #1 NATURAL / MECHANICAL SURVEILLANCE**

- There are windows and glazing in the retail/commercial spaces and apartment building on all four sides. Residents, customers, and employees, and guests can observe visitors entering from the street into the lobby entrances and parking garage.
- The lighting plan is providing excellent illumination to the exterior of the buildings, the under building garage, the exterior walkways and public spaces, and vehicular entrance for good visibility and accountability.
- Video surveillance, and smart video analytics will be placed around the entranceways into the garage, stairwells, and lobby foyer. The video surveillance system will be recorded and announced with warning signage that the property is under video surveillance.
- Design out any potential landscaping and lighting conflicts in order to avoid existing or future obstructions to natural or mechanical surveillance.
- Design out existing or potential concealment ambush points.
- Ensure electronic surveillance cameras and monitors are strategically located for maximum active and passive observation. Sight “cones” are indicating comprehensive coverage.
- Ensure all cameras are strategically placed so they will not be obstructed by the growth of existing, or installation of future landscaping.
- All exterior building entrances, exits including service doors must have surveillance camera coverage.
- Strategically plan the monitoring system to avoid obstructing the clear surveillance sight lines of front desk employees, or management staff that are passively monitoring, or security personnel operating the surveillance cameras. Place the monitors in the most advantageous location for maximum viewing such as in the front desk area, rather than locked away in an office, where they are not usually viewable or of any help in an immediate emergency.
- Any potentially vulnerable areas that cannot be covered by electronic monitoring, should be either viewable via natural surveillance, or checked frequently by employees/staff.
- All management/ security office doors must have a surveillance monitor, reinforced security glazing, or a 180 degree wide angle ‘peephole’ door viewer, enabling the occupants to view who is outside the security safe room door.

**MSA  
ARCHITECTS**



## **The Bohemian Public Safety / CPTED Plan**

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#### **Trash Rooms/ Dumpster: Natural Surveillance and Security Strengthening**

- To deter loitering by trespassers, illegal dumping and a concealment/ ambush point for criminals, dumpster enclosures that also have a pedestrian access entry passageway in addition to swing gates must include all of the following on both the swing and pedestrian gates:
- Provide a robust locking mechanism such as a throw bolt with a padlock for example rather than only a vulnerable chain and padlock.
- Bottom gate clearances must be 8" above the ground, for viewing a persons underneath.
- If there is a pedestrian passageway into the dumpster enclosure, it must have the lockable gate.
- Dumpster area must have a vandal resistant/ proof motion-sensor security light to illuminate the area when in use between sunset and sunrise.
- Dumpster should have bollards at the corners to protect the enclosure from a garbage truck backing into it and damaging the dumpster.

#### **CPTED Lighting Standards: Natural Surveillance**

- The lighting plan includes a comprehensive detailed description in Narrative Plan of how CPTED lighting standards will be addressed at this specific site.
- All Structures shall have installed vandal proof/ resistant motion-sensor security alert lights over all exterior doors and overhangs including main, garage, storage doors, sheds, etc.
- Security motion sensors are very effective in capturing an intrusion and creating the perception by the intruder of being discovered, therefore these should be utilized in strategically targeted areas after careful consideration, especially any building design feature area that has an overhang that would attract loiters and trespassers who use these areas for concealment, ambush, sleeping, urinating, etc.
- Lighting should usually be primarily concentrated at gateways, doorways and windows; it should not over-illuminate or create shadows or sky glow/light pollution.
- To enhance security, use carefully focused bright soft lights with shielded fixtures to eliminate glare and undesirable light pollution trespass.
- Adequate soft lighting is preferable to spotlights so as not to 'blind 'desirable users and make them prone to surprise hazards such as an ambush. With soft bright lighting the field of vision is greatly extended.

#### **Doors, Windows, Overhangs, Fences, Etc.: Security Strengthening, Natural Surveillance and Access Control, Burglar Alarms**

- Install either a reinforced security window or a 180-degree wide-angle door viewer on all exterior doors including garage, service doors, etc., to provide opportunity to monitor and observe exterior and also to avoid being ambushed upon exiting. This also provides an opportunity to visually identify and screen visitors in the event of an attempted criminal ruse entry.
- Any future fencing/gating should be CPTED oriented such as metal railing 'see-through 'to maintain critical Natural Surveillance.

## **The Bohemian Public Safety / CPTED Plan**

### **Page three**

- Fences should limit or not have easily accessible horizontal bars, that could be used for climbing, and breaching any security fencing. Use narrow spacing to prevent footholds.
- Do not block the Natural Surveillance benefit of 'see-through' fencing by placing high hedges in front of it. Any landscaping in front of fencing should be low ground cover with a maximum height of 2 'to 2.5 'feet.
- Burglar/ Security Alarms must be installed at any facility offices, wherever sensitive identification documents or electronic files, including tenant or association financial information are stored. Alarms must be activated whenever all personnel are out of the building offices.
- Costly equipment such as ground floor exterior air conditioning units, must be clearly and permanently marked, and serial numbers and photos stored, for criminal investigation. This identification information must be readily available in the event of a theft or burglary, to help law enforcement try to quickly track and recover the stolen items.

### **CPTED PRINCIPLE #2 NATURAL ACCESS CONTROL**

- Accomplished by having attractive fencing, and low concrete walls on the boundaries as per the site plan. The East boundary will have a precast wall and parking garage shielding the project from the railway. The West boundary will have a decorative Fencing between the garage and residential building. The North and South boundaries of the residential courtyard will have a 6' high aluminum picket fence.
- A vehicular gate entrance into the parking garage on level 2 will create access control for residents from the City parking levels, and will be under video surveillance.
- There will be video surveillance at the building entrances and at public "city" parking levels. A video intercom and resident call system will be used at pedestrian entries. The front doors will be electronically locked and functionally integrated with the intercom system. Residents will have electronic access control to the front doors, the garage entrance door, the stairwells, and the trash/ garbage room.
- Motion activated sensors and surveillance cameras may be used on the perimeter boundaries, and the parking areas, and activity areas to detect movement and record any activity, in what should otherwise quiet, except building residents and their guests.
- Note: Video surveillance system should be a fixed lens, and preferably not pan, tilt and zoom, that have weather proof and vandal resistant covers.

### **Key Security: Access Control and Security Strengthening**

- Key control security system – A secured key control container used by management and security staff. Avoid identification of specific location of key storage safe to the public.
- A camera should monitor this key storage area.

### **Parking Lot and adjacent access perimeters:**

- Comprehensive parking garage area surveillance camera coverage/ capture. Sight "cones" of camera views will be studied.
- Post signage in parking areas forbidding vehicles, other than owner's/ authorized guests/ employees, to park and loiter in private parking lot.

## **The Bohemian Public Safety / CPTED Plan**

### **Page four**

- Post towing sign, and enforce tow away policy consistently, concerning non-resident/ non-authorized guests, and abandoned vehicles.

Access Control for Multi- Family Properties: Limit property and building access points, and entrances. Public access points should channel guests through the fewest entry points possible. For required fire exits, make them emergency 'exit-only' alarmed doors whenever possible.

### **CPTED PRINCIPLE #3 TERRITORIAL REINFORCEMENT/BOUNDARY DEFINITION**

· Ground planting and hedges should be less than 2'-6" feet, and tree canopies over 8 feet to allow clear zone of natural surveillance for police to be able to have un-obscured sight around the perimeter and into the property.

- Design in Dense, low-profile and/or harsh thorny like non-obstructive (maximum height 2'-2'-6" feet) landscaping plantings in any vulnerable areas, such as under windows, around fencing or walls, and remote property lines. These climb resistant plantings serve as a deterrent to loitering activity, trespassing, and to deny any concealed staging, and ambush opportunity for potential criminal activity.

### **CPTED PRINCIPLE #4 MAINTENANCE**

- Tree canopies should be maintained clear under 8 feet, with a tree trunk that is six inches in diameter or greater.
- The exterior border wall along the building perimeter, and public path of travel, should be treated with a graffiti resistant resin to prevent vandalism.
- Lighting luminaires will be energy efficient LED fixtures that require little or no maintenance.
- Maintain 2 – '2'-6" foot maximum height for all hedges, bushes, low plants, and ground cover.

### **CPTED PRINCIPLE #5 ACTIVITY SUPPORT**

- This apartment building will be operating 24 hours a day and have residents using the building on a continual basis, and provide eyes on the street.
- Ground rules will be clear and visible and spell out clearly the rules of legitimate activities on the property, as well as having the required posted signage for unauthorized access and trespass.
- The activity support from having a number of residents living on the site around the clock is the strongest deterrent to crime on and around the property.
- The residents serve as capable guardians of the property and can challenge trespassers and call police for quick response.

### **GENERAL DEFENSIBLE SPACE NOTES:**

- The site plan is proposing vehicular parking gates, and lobby pedestrian access control, warning and ground rule signage, site video surveillance, LED site and garage lighting, which will provide for a safe and secure living environment for the property.

## **The Bohemian Public Safety / CPTED Plan**

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#### GENERAL PROPERTY NOTES:

- 18"x24" Sign – Lake Worth Beach/Palm Beach County – No Trespassing signs to be used with proper State Statute references, and enforced by the appropriate law enforcement agency.
- Security Cameras are recommended to fully view all parking areas and building entrances and pedestrian paths of travel.
- The building Wi-Fi system, will be encrypted and password protected. An open Wi-Fi system will attract non-legitimate users to loiter and use the open free Wi-Fi.
- All exterior water sprockets shall have a locking device on it, in order to prevent unauthorized users from using the water and or hoses for inappropriate or illegitimate uses. Ensure all exterior water outlet spigots have a secure locking cap to deny unauthorized use by vagrants, etc. who loiter and trespass to wash there bodies and clothes.
- All exterior electrical sockets shall have a locking device places on a closable cover to prevent unauthorized use by illegitimate users. Ensure all exterior electrical power outlets have a lock or power secure internal cutoff switch to deny unauthorized use by vagrants, etc. who loiter and trespass to charge their mobile phones, etc.
  - Any publicly accessible seating benches or platforms shall be designed with intermittent railings to deter loitering/ sleeping by vagrants/ trespassers. An example would be to incorporate individual seating on a bench by including arm bars between designated single seating positions. Large horizontal platforms should incorporate an anti-loitering/ sleeping design feature.
  - Bike storage racks are placed close to the main access doors providing convenience and maximum natural and electronic security surveillance.
  - Exterior A/C condenser equipment must have enhanced security-strengthening features such as an A/C In-line alarm, One-Way Tamper Resistant Screws, A/C Security Cage or other adequate protection if located at grade.
  - Anti-vehicular impact traffic safety bollards and large heavy planters shall be ‘scattered ’along entranceways and sidewalks in an irregular pattern in an effort to prevent vehicle intrusion in higher volume pedestrian areas. A large heavy obstacle such as these can help to disable and take out a vehicle and secondary obstacles can help impede it from continuing to roll on and causing continuing damage.
  - Address Emergency Radio Signal Ordinance to ensure Law Enforcement can operate unimpeded within the structure if deemed necessary.
  - ShallProvide an Emergency Access Method/ System to Law Enforcement, as we do not have access to a Fire Rescue Knox Box in the event of a law enforcement/ criminal incident inside the facility. To ensure unimpeded emergency access to a Sheriff’s Office Emergency Response, the entry access system must be able to dial 911 for emergency alert and access. Install a telephone/ video intercom paging safety and security access control system at the normal entry/ exit doors/ or security gate. Include an emergency alert/ alarm in the event of any emergency for example a forced entry intruder/ robber/ or a walk or drive up medical emergency event just outside the door.

End of the Bohemian Public Safety /CPTED plan.



## Wilkinson Hi-Rise

*A WHR Holdings Company*

3/5/2020

**VALERIA MASTRAPA**  
**DESIGN MANAGER**



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OFFICE 305.273.9911 I FAX 305.273.9424  
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**Re:** The Bohemian - Lake Worth

The project has 200 units and will incorporate the use of one waste chute with Qty.1 Wilkinson Hi-Rise 400- C5 Compactor for waste and Qty. 1 Wilkinson Hi-Rise 400- C5 ground floor thru-wall compactor for use by ground floor residents. Recycling will be address using a ground floor recycling area using thru-wall doors with 50 gallon recycling containers. Residents will bring their recycling via elevator to ground floor recycling area for drop off. The building is designed around the equipment and will accommodate the 400-C5 Compactors with 2-yard containers for waste. The building will be service 5 days a week for waste. Waste pick up Qty.4 2yd compaction containers, Recycling will be service 2 per week, pick up Qty.4 2yd containers.

The equipment will meet the city recycling ordinance as well as handle the volume of solid waste for the project. (See attached drawings).

If you have any questions or concerns, please give me a call at (954) 342-4400.

*Michael F. Bracken*

Michael F. Bracken  
President

The Bohemian will require Conditional Use approval due to the additional height of the building as part of the Sustainable Bonus Incentive Program. Pursuant to Section 23.2-29 of the Land Development Regulations of the City of Lake Worth Beach (the "LDRs"), conditional uses are uses that are generally compatible with the permitted uses in a zoning district, but that require review to ensure appropriateness and compatibility, as well as to prevent or minimize potential adverse impacts to the surrounding area.

With respect to the proposed development, the approval of the conditional use would be in harmony with the LDRs and compatible with the neighborhood. Specifically, the development meets the requirements of Section 23.2-29.d of the LDRs related to harmony and protection of the 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.

The property is in an area with many properties zoned Transit Oriented Development- East (TOD-E). The property is surrounded on three sides by the TOD-E zoning district. It is also on the edge of the Artisanal Industrial (AI) zoning district. The Future Land Use designation for the surrounding area is Transit Oriented Development- TOD.

The uses most likely to occur in the area under these zoning and future land use designations are mixed use developments, low intensity commercial, retail, office, and commercial uses, as well as uses that encourage arts, entertainment, and cultural activities.

The proposed development will be in harmony with these uses that are likely to occur. It will be a mixed-use development that fits into the neighborhood currently and will fit within the planned future uses as well. The Conditional Use will allow for greater height, but the development itself would otherwise be a permitted use. The additional height does not change the fact that the development is in harmony with the uses most likely to occur in the future in this area.

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.

The proposed mixed-use development will bring new residents to an area where the existing neighboring uses include offices, industrial structures, and commercial buildings. Specifically, neighboring uses include several office buildings, a tile warehouse, a funeral home, some vacant land, a roofing contractor, a pre-owned merchandise store, an auto parts lot, and a commercial building.

With the addition of this mixed-use development, the existing uses will be able to continue without harm from the proposed development and will also be encouraged toward improvements on their own sites.

The Conditional Use will allow for greater height. The development with the added height remains in harmony with the existing uses to the same extent as the development that would be permitted by right.

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

Uses permitted by right include mixed use developments and the type of uses that make up the proposed development. The conditional use approval will allow additional residents and additional parking. This will benefit the public by bringing additional people to the area who will patronize local businesses and add to the vibrant community. The neighborhood will benefit from this change.

Specifically, the addition of the extra three stories will allow for up to eighty-nine (89) additional units and up to one hundred and forty-four (144) accompanying additional parking spaces, which will be within the allowed density.

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.

As discussed above, the proposed development is a mixed-use development of the type permitted by right under the zoning and future land use classifications. The Conditional Use approval would allow for additional height of the property. The Future Land Use Element provides for additional height in TOD-E under the Sustainable Incentive Bonus Program.

The proposed development is in harmony with Objective 1.2.2 of the Future Land Use Element, which details the objective of compact, sustainable urban development. Specifically, this objective calls for concentrating more intensive growth within areas such as TOD districts.

Likewise, the proposed development fits within Objective 1.2.3, which discusses the establishment of incentives to support compact, sustainable, community oriented development such as The Bohemian. These programs are in place in order to encourage this type of development at the present time. Accordingly, the proposed Conditional Use does not result in more intensive development than what is approved under the Future Land Use Element.

The development also meets the specific findings requirements for conditional uses detailed in Section 23.2-29.e of the LDRs as follows:

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.

As discussed above, the Conditional Use is required due to the additional height permitted by the Sustainable Bonus Incentive Program. The difference between the development permitted by right and the development permitted under the Conditional Use approval through the Sustainable Bonus Incentive Program will not be significant. Please see the enclosed Traffic Concurrency Letter from Palm Beach County.

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.

The Conditional Use approval will allow for additional height. The changes will not cause a significant impact on traffic as compared to the development which would be permitted by right.

3. The proposed conditional use will not produce significant air pollution emissions.
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.
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 than would result from development permitted by right.

The development will utilize existing Lake Worth Beach Utility lines adjacent to the project with boosters to alleviate any unnecessary size increases. In addition, Utility Impact fees are paid to the City to add additional capacity to the treatment plants and offset any impacts by the proposed development. Drainage infrastructure will be designed to meet the City's code criteria and the requirements of the Florida Department of Environmental Protection.

6. The proposed Conditional Use will not place a demand on municipal police or fire protection service beyond the capacity of those services.
7. The proposed Conditional Use will not generate significant noise. It will meet all the requirements and stipulations set forth in Section 15.24 – Noise Control.
8. The proposed Conditional Use will not generate light or glare which encroaches onto any residential property in excess of that allowed in Section 23.4-10 – Exterior Lighting.

Additional requirements.

1. Any outstanding code enforcement fees and fines related to the project site will be paid.
2. Any previously imposed conditions of approval for the use at the site will be met.

The Bohemian requests waivers from the following sections of the City of Lake Worth Beach Land Development Regulations:

- Section 23.3-19(b)(2)
- Section 23.3-19(d)(3)(B)(1)
- Section 23.3-19(d)(9)
- Section 23.4-4(e)(1)
- Section 23.3-19(d)(6)
- Section 23.3-19(d)(7)

Below is a justification statement for each requested waiver.

### **Section 23.3-19(b)(2), Minimum Living Area**

Per LDR Section 23.3-19(b)(2), the minimum living area for a one-bedroom unit in a multifamily development in the Transit Oriented Development East (TOD-E) zoning district is 600 square feet. The Bohemian proposes to offer junior one-bedroom units at a size of 512 SF.

As depicted the unit plan, the junior one-bedroom units are designed to make efficient use of space. All necessary living, sleeping, and bathing facilities needed for a one-bedroom unit to function as such are provided in the junior one-bedroom units.

In order to preserve space, the unit layout contains no hallways. This design decision allows for the same amount of usable space with a smaller total square footage. In a larger unit, some of the square footage would be attributable to hallway space.

In addition, these junior one-bedroom units have kitchens that are intended to be functional and compact while still providing all necessary elements that are provided in a kitchen. The living area also is efficient in size and function. The anticipated resident for this development is someone who lives very "light" and does not use dedicated dining areas.

With a smaller unit available, it is more feasible for the end user to live in this "market rate" lifestyle environment. Despite the smaller space, the presence of all necessary facilities and the compact design allow for a fully functional one-bedroom unit.

It is worth noting that Per LDR Section 23.3-19(b)(1), the minimum living area for an efficiency would be 400 SF. The Bohemian has opted to have all units at one-bedroom or larger. As compared to an efficiency, the junior one-bedroom unit contains a bedroom separated from the living area by a door, and this bedroom contains a closet and a window. The junior one-bedroom unit type has been successfully utilized in other local markets.

Instead of offering efficiency units at a minimum of 400 SF, the Bohemian will instead offer junior one-bedroom units that are slightly larger than an efficiency and that have the added benefit of the privacy of a separate bedroom. The price to residents will be comparable to the price of an efficiency unit.

Given all of the above, a waiver to Section 23.3-19(b)(1) is justified under the proposed plans. The proposed design for the junior one-bedroom units is such that 512 SF is enough space to provide for a fully functional one-bedroom unit. The junior one-bedrooms will be available at a similar cost to residents as an efficiency, and they will greatly exceed the 400 SF minimum living area required of efficiencies in the zoning district. Instead of offering efficiencies, The Bohemian will be able to provide residents the upgraded living environment of a junior one-bedroom.

### **Section 23.3-19(d)(3)(B)(1), Side Setback**

Per LDR Section 23.3-19(d)(3)(B)(1), the required side setback for properties in the TOD-E zoning district is 10 feet from the street side lot line. The Bohemian's parking garage and the covered area east of the "Uber Lounge" are less than ten feet from the side street. Specifically, the parking garage is 3 feet from the East property line along East Coast Street.

A waiver of Section 23.3-19(d)(3)(B)(1) is justified in this situation due to the nature of the site. Specifically, the depth of the site is too narrow to accommodate a parking garage that circulate efficiently and safely while maintaining a side setback of 10 feet. In order to provide for safe maneuvering of vehicles in the garage, we needed to position the location of the parking garage to be 3 feet from the East property line.

The waiver is necessary due to the site characteristics and, as described above, it will provide the benefit of a safer garage.

### **Section 23.3-19(d)(9), Accessory structure**

Per LDR Section 23.3-19(d)(9), Accessory structures shall not exceed forty percent of the gross floor area. Additionally, the definition of an accessory building in Section 23.1-12 states that such buildings must maintain the same setback or greater from public streets as the principal structure and may not be constructed between any principal structure and a public street right-of-way.

The design for The Bohemian includes a parking garage and north commercial building that are accessory structures. The accessory structures exceed forty percent of the gross floor area. In addition, the parking garage has a smaller setback than the principal building and the north commercial building is located between the principal building and a public street right-of-way (Lake Avenue).

We request a waiver of the accessory structure definition as it relates to the setback for the parking garage. In order to comply with the height limitations while maximizing the amount of parking provided, it became necessary to detach the garage from the residential building. Despite this technical detachment, we are linking the structures through a covered walkway/trellis that leads from the garage to the residential building. Accordingly, the appearance will not be that of a strictly separated building. The placement will not cause any safety or aesthetic issues. Granting the waiver will allow for an increase in parking spaces, which will provide a public benefit.

Additionally, we request a waiver of the accessory structure definitions as it relates to the placement of the north commercial building. The decision to make the north commercial building a stand-alone accessory structure was based on the future use of this building for retail purposes. From a rent perspective, it will be easier to rent that space clear of obstructions. This is a desirable alternative to placing the retail space under the building where the columns for the residential structure may present inefficiencies for future tenants. The placement allows for a flexibility of uses for the commercial space. The waiver is justified in that it will allow the best allocation and use of space in a mixed-use development. As the development is in a district designed to accommodate such uses, the waiver is appropriate.

We also request a waiver of the requirement in Section 23.3-19(d)(9) that accessory structures not exceed forty percent of the gross floor area. For the same reasons described above, the design of the accessory structures maximizes the parking spaces and provides for a linking of the structures. The grant of the waiver will allow for additional parking, which will benefit the public.

#### **Section 23.4-4(e)(1), Wall Height**

Per LDR Section 23.4-4(e)(1), the maximum fence height is six feet. The wall proposed for the west property line is eight feet high. This section of the property is adjacent to the Florida East Coast Railway tracks. The wall will separate the proposed developed from the railway tracks.

Given the location, the intent of this wall is to reduce as much sound transmission as possible. The additional height of the wall will allow for a greater reduction in sound transmission. The additional height will also have the benefit of impeding people from jumping over the wall into the courtyards of the proposed development from the area surrounding the railway tracks.

Accordingly, we request a waiver of the limitation to six feet for the height of this wall. Due to the specific location along the tracks, the additional height is necessary to prevent excess sound transmission and to discourage people from jumping over the wall.

#### **Section 23.3-19(d)(6), Maximum Impermeable Surface**

Per LDR Section 23.3-19(d)(6), the maximum impermeable surface for a lot of this size is sixty-five percent. The proposed design for The Bohemian provides for sixty-seven percent impermeable surface.

We request a waiver of this maximum amount of impermeable surface area. Specifically, we request an additional two percent of impermeable surface area. The Bohemian's design includes outdoor plazas and patio/pool spaces that are designed to provide an urban feel.

The additional impermeable surface area is essential to meeting the design intent of the development. In addition, the additional amenity areas and plazas that the waiver will allow will provide benefits to the residents and the public and will provide an aesthetic upgrade.

**Section 23.3-19(d)(7), Maximum Impermeable Surface for all Structures**

Per LDR Section 23.3-19(d)(7), for a lot of this size, the maximum impermeable surface for all structures is fifty percent. The proposed design for The Bohemian provides for fifty-seven percent impermeable surface for structures.

We request a waiver to allow for an additional seven percent structure coverage beyond the stated maximum. The development will provide parking for both the residents of The Bohemian and for the public. In order to provide this desired amount of parking while keeping the height at seven stories, the parking and residential building have been separated into two structures versus a podium design. This is also the most cost-effective solution that fits within the goals of incorporating a workforce product. In order to allow for this design on the site, we require a waiver of the maximum amount of impermeable surface for all structures. As mentioned above, the grant of the waiver will allow for additional parking, which provides a public benefit.

## ATTACHMENT D

**DEPARTMENT FOR COMMUNITY SUSTAINABILITY  
PLANNING, ZONING AND HISTORIC PRESERVATION DIVISION  
SITE PHOTOS FOR  
PZB CASE No. 20-00900001**

Images of the east view from South East Coast Street:







## LETTER OF INTENT

This Letter of Intent (the “**LOI**”) is entered into as of the 18th day of February 2020 (the “**Effective Date**”) between the **City of Lake Worth Beach**, a municipality duly constituted under Florida law, and having its offices at 7 North Dixie Highway, Lake Worth Beach, Florida 33460 (“**City**”) and **1017 Lake Ave, LLC**, a limited liability company authorized to do business in the State of Florida (“**Developer**”) with an address of 414 North Andrews Avenue, Ft. Lauderdale, Florida 33301. The City and Developer are jointly referred to as the “**Parties**” and individually as a “**Party**”.

The purpose of this LOI is to set forth provisions pertaining to the conceptualization, planning, entitlement, funding, development, implementation, construction and operation of The Bohemian, a proposed residential rental unit project containing approximately 200 apartment units with commercial space and a parking garage with 120 dedicated public parking spaces in downtown Lake Worth Beach (the “**Project Transaction**”), and any activities ancillary to these opportunities that may be agreed upon by the Parties (collectively, the “**Work**”).

### PART I

The following paragraphs reflect the Parties’ current understanding of the matters described to be included in the Definitive Agreements, but are not legally binding until such time the Definitive Agreements are final. Each Party will work in good faith to negotiate or conclude the Project Transaction on such terms. This is not a complete statement of all terms and conditions of the Project Transaction, but provides a basis for further discussions and negotiations.

A. **Project Transaction**. The City and Developer are considering the Project Transaction whereby the City would provide financial incentives, density bonuses and other legal considerations in exchange for the Developer to develop, construct and operate the project to be known as The Bohemian to be located at 1017 Lake Avenue, Lake Worth Beach, Florida. The Parties understand that additional discussions and negotiations with respect to the Project Transaction will be required, and that neither Party will be bound to proceed with the Project Transaction unless and until the City and the Developer negotiate, approve and execute mutually acceptable definitive agreements and related documentation (the “**Definitive Agreements**”) and related documents and terms and conditions that are negotiated, approved and executed and certain other conditions precedent as described in this LOI (including, without limitation, city commission and other governing body approvals) are obtained. However, to facilitate further such discussions and negotiations, the Parties desire to set forth the basic proposed terms of the Project Transaction and their understandings with respect thereto:

1. The Parties acknowledge and agree that the City intends to provide to the Developer certain financial incentives and density bonuses, which shall include:
  - A. Providing a 50.8975 unit planned development density bonus and a 20.359 unit transfer development right bonus for the original 2.0359 acre site located at 1017 Lake Avenue, Lake Worth Beach, Florida.

- B. Providing for the legal transfer through sale to the Developer and grant of an easement by the Developer to the City for City's perpetual use of and access to the City's Electric Utility ("Electric Utility") site of 0.3468 acre located at 1109 1<sup>st</sup> Avenue South, Lake Worth Beach, Florida ("East Switching Station"), which will provide a total of 27 residential units through a combination of by right density, planned development density bonus and transfer development right bonus (land value \$390,150, transfer development right value \$9,102). Notwithstanding anything contained herein, should another form of conveyance be required for tax or liability purposes, or as a requirement of the Developer's Lender, the Parties will work in good faith to accommodate a different structure that accomplishes the same mutual benefit to each Party. If the East Switching Station site is conveyed to the Developer, the Developer will be required to provide a unity of title for the East Switching Station site and the property at 1017 Lake Avenue. The Parties understand that the City's Electric Utility may need to make improvements to the East Switching Station site in the future and the finalized structure related to the East Switching Station site must ensure the Electric Utility's ability to make such future improvements above, below and within the site. Any improvements to the East Switching Station site by the Developer will be subject to City Commission review and approval.
- C. Providing an economic investment incentive of at least \$89,066.48 requiring a performance bond and payable at time of Certificate of Occupancy based on 200 residential units averaging 620 sq. ft. and 2,455 sq. ft. of commercial space with the following rates (final amount may be adjusted based on final unit number, sizes, and commercial space).
1. Electric – \$0.55 per sq. ft. (based on projected Electric Utility revenues from the Project Transaction of \$92,450 annually or \$277,350 in aggregate for the first three years, each beginning on the date of issue of Certificate of Occupancy of the residential unit project and commercial unit).
  2. Water/Sewer – \$0.12 per sq. ft. (based on the projected revenues from the Project Transaction with the minimum annual or aggregate for the first three years, each beginning on the date of issue of Certificate of Occupancy of the residential unit project and commercial unit, to be set forth in the Definitive Agreement(s)).
  3. Stormwater - \$0.12 per sq. ft. (based on the projected revenues from the Project Transaction with the minimum annual or aggregate for the first three years, each beginning on the date of issue of Certificate of Occupancy of the residential unit project and commercial unit, to be set forth in the Definitive Agreement(s)).
- ).

- D. Providing an infrastructure investment incentive of \$300,000 payable via two payments requiring the Developer to provide a section 255.05, Florida Statutes, compliant performance and payment bond (or letter of credit) (“Bond”) to insure and protect the City’s investment of funds for public infrastructure. The first half payment will be paid after the City approves the construction documents and issuance of permits. The second half payment will be paid after the issuance of a certificate(s) of completion for the infrastructure improvements. Alternatively, if the Bond cannot be provided by the Developer, the Developer may have its construction contractor provide the Bond with the City named as a dual obligee on the Bond. However, payment of the infrastructure investment incentive of \$300,000 will be after issuance of the certificate(s) of completion, or such other form agreed by the Parties evidencing completion, for the infrastructure improvements.
1. Streets - \$250,000
  2. Stormwater - \$50,000.
- E. Signing a Parking Garage Master Lease (the “Lease Agreement”) for 120 parking spaces for public use in the parking garage, under the following terms and conditions:
1. **Landlord:** Developer (1017 Lake Ave, LLC)
  2. **Tenant:** City (City of Lake Worth Beach)
  3. **Parking Garage:** Approximate six (6) levels precast parking garage structure consisting of approximately 360 parking spaces with 120 public parking spaces to be leased to the City and approximately 240 to be for Developer’s use. The City’s 120 parking spaces will be located on the first two levels of the parking garage structure. The Developer’s parking levels will be exclusively for its other tenants and the Developer will refer all others in need of parking in the Parking Garage to the City.
  4. **Tenant Demised Premises:** 120 parking spaces and shared common areas as further detailed in a parking garage plan to be attached to the Lease Agreement.
  5. **Lease Term:** 35 years
  6. **Renewal Option:** 1 30-year option at the end of the initial Lease Term, years 36-65 (the “First Option Term), 1 30-year option at the end of the First Option Term, years 66-95 (the “Second Option Term”). Together the Lease Term, First Option Term and Second Option Term shall be referred to as the “Lease Term”.
  7. **Effective Date:** Date the Lease Agreement is signed by all parties (prior to Financial Closing).
  8. **Construction Commencement Date:** The date a notice of commencement has been filed with the appropriate governing authority allowing work to begin pursuant to a building permit to construct the Parking Garage, which shall occur within 720 days from the Effective Date. The City Manager may elect to

approve any extensions of the Construction Commencement Date for a period of time up to 180 days. Any extensions of time beyond 180 days shall require the approval of the City Commission.

9. **Substantial Completion Date:** The date that the following have all been achieved: a temporary certificate of occupancy (or its equivalent) has been issued by the appropriate governing authority for the Parking Garage; a notice of commencement has been filed with the appropriate governing authority allowing work to begin pursuant to a building permit(s) to construct the residential rental unit project containing approximately 200 apartment units with commercial space; and, the improved access to the Parking Garage is completed.
10. **Commencement Date:** The term of this Lease shall commence on the Substantial Completion Date, which shall occur on or before 24 months from the Construction Commencement Date. Year 1 Annual Base Rent shall become immediately due and payable to Developer within 10 days from written notice to City demonstrating the Substantial Completion Date.
11. **Base Building Improvements:** The Parking Garage shall be constructed in accordance with the permitted set of plans, which shall be in accordance with the Parking Garage floor plan to be attached to the Lease Agreement as Exhibit A
12. **Landlord Work:** Developer shall be responsible for completing the Base Building Improvements, which will be defined in the Lease Agreement.
13. **Tenant Work:** City shall be responsible for completing any improvements to the Tenant Demised Premises that exceed the Base Building Improvements, such as parking meters, signage and safety monitoring. All such City improvements, including all subsequent alterations or additions, shall require the express written approval from Developer, which shall not be unreasonably delayed or withheld and shall be at City's sole cost.
14. **Annual Base Rent:**  
Year 1 = \$2,458,958  
Year 2 - Year 8 = \$72,000/yr  
Year 9 - Year 35 = \$144,000/yr  
First Option Term = CAM only (not to exceed \$72,000/yr.).  
Second Option Term = CAM only (not to exceed \$72,000/yr.).
15. **Annual Base Rent Increases:** None, other than as provided for herein.
16. **CAM & Operating Costs:** In addition to Annual Base Rent, City shall be responsible for the payment of common area maintenance and operating expenses, which shall include but not be limited to: security, general parking systems, cleaning,

utilities, maintenance and repairs, elevator maintenance, pest control, fire safety, insurance, management fees, licenses and fees, supplies, general signage, landscaping, administrative and professional costs, industry standard repair and replacement reserves (“Reserves” herein), and applicable real estate taxes (“CAM” herein). CAM shall not include costs and expenses directly related to the parking provided to Developer’s other tenants including but not limited to: parking meters or system, signage and safety monitoring. CAM is anticipated to be \$21,000 per year. At no time shall City be responsible for CAM that exceeds 50% of the Annual Base Rent). CAM will be based on actual costs, but may grow concurrently with the Consumer Price Index.

17. **Tenant’s Percentage Share:** The City’s Percentage Share in CAM shall be based upon the total number of spaces in the Demised Premises divided by the total number of spaces in the Parking Garage (i.e.,  $120/360 = 33.33\%$ , Total CAM = \$50,000 \* 33.33% = \$16,666.66 (Tenant’s Percentage Share).
18. **Management & Operations:** Developer, or the Developer’s designee and/or management company, shall be responsible to manage, operate and maintain the Parking Garage and Tenant Demised Premises for the Lease Term in a manner comparable to other similar parking garages in Palm Beach County, Florida.

2. The Parties acknowledge and agree that the Developer intends to pursue the requisite approvals to develop The Bohemian at 1017 Lake Avenue, Lake Worth Beach, Florida, which at a minimum will include the approval of a Planned Mixed-Use Development order by the City’s City Commission. The Parties understand that all such Definitive Agreements will need to be final no later than April 10, 2020, except for Part I, Section (A)(1)(A) and (B) of this LOI, which shall be finalized at the conclusion of the land use entitlement process and requisite approvals, which shall be no later than September 30, 2020. Approval of all such development is an independent legal process that is not governed by this LOI nor guaranteed by this LOI.

## **ARTICLE 1. GOOD FAITH NEGOTIATIONS**

**Section 1.1** **Good Faith Negotiations.** Subject to the conditions set forth in this LOI, the City and the Developer agree to coordinate and negotiate in good faith through April 10, 2020 (the “**Negotiation Period**”), unless this LOI is earlier terminated pursuant to Article 2, below, to attempt to execute and deliver the Definitive Agreements with respect to the Project Transaction. The Negotiation Period may be extended pursuant to Section 11.6.

## ARTICLE 2. TERMINATION

**Section 2.1** This LOI shall terminate on the earlier of: (i) execution of the Definitive Agreements including those related to Part I, Section (A)(1)(A) of this LOI, (ii) the expiration of the Negotiation Period, unless Parties are still actively involved in negotiations and pursuing final Definitive Agreements, which shall cause for the Negotiation Period to be extended pursuant to Section 11.6, or (iii) termination by a Party by written notice to the other Party.

**Section 2.2** Upon the termination of this LOI, the Parties shall have no further obligation hereunder; provided, however, that the terms and provisions set forth in Articles 3 through 10 shall survive the termination of this LOI.

## ARTICLE 3. EFFECT OF THIS LOI

**Section 3.1** This LOI:

- (a) does not constitute a legally binding agreement;
- (b) does not constitute an exclusive agreement and the City of Lake Worth Beach reserves the right to enter similar LOIs with other private and public entities and persons;
- (c) does not contain all of the material terms of the Proposed Transactions, including those to be set forth in the Definitive Agreements; and
- (d) shall not constitute the basis for an agreement by estoppel or otherwise.

Rather, the Parties hereby agree that this LOI is intended as a statement of the Parties' good faith, mutual intent and understanding as of the date hereof to proceed with the negotiation of the terms of the Project Transaction and the Definitive Agreement during the Negotiation Period. Any actions taken by a Party or any other person in reliance on the terms expressed in this LOI or statements made (whether orally or in writing) during the negotiations between the Parties shall be at that Party's own risk. Unless and until the Definitive Agreements have been duly authorized, executed and delivered by the Parties, no Party shall have any legal obligations to the other, expressed or implied, or arising in any other manner under this LOI or in the course of negotiations as contemplated by this LOI.

Any transaction which might arise from the activities of the Parties as contemplated by this LOI shall be contingent upon the due authorization, execution and delivery by the Parties of the Definitive Agreements, including without limitation the obtaining by each Party of all management or applicable governing board approvals and all other authorizing actions required to be taken by each Party under its organizational documents and consistent with this LOI. No binding commitment shall arise prior to then even if the Parties reach some understanding(s) or agreement(s) in principle.

## ARTICLE 4. COSTS AND EXPENSES

**Section 4.1** Each Party shall bear its own costs and expenses (including fees of counsel and outside advisors) in connection with the preparation, negotiation and execution of this LOI (whether or not the Project Transaction is consummated), in connection with the Project Transaction, and in connection with the negotiation, authorization, execution and delivery of the Definitive Agreements.

## ARTICLE 5. CONFIDENTIALITY

**Section 5.1** The Parties acknowledge and agree that the City of Lake Worth Beach is subject to Florida's Public Records Act, Chapter 119, Florida Statutes. Except for the City's City Commission approval of this LOI, the Parties further acknowledge and agree that the Parties do not intend to make a public announcement (whether in the form of a press release or otherwise) directly or indirectly with respect to the subject matter of this LOI until such time as the Project Transaction has been more thoroughly vetted by each Party. Once the Project Transaction is more thoroughly vetted by each Party (or at such other time agreed to by the Parties), then the Parties may agree in writing to permit such public announcement to be made, which permission shall not be unreasonably withheld. Any public announcement made as permitted under this Section 5.1 shall be made only in accordance with a mutually agreed upon press release or other public communication by the Parties. At a minimum, the subject matter shall not be deemed to have been thoroughly vetted as contemplated hereby until Definitive Agreements have been entered into by the Parties relating thereto.

**Section 5.2** In the course of this LOI it may be necessary for one Party ("**Disclosing Party**") to release certain Confidential Information (as defined below) to the other Party ("**Receiving Party**"). All Confidential Information must be marked as "Confidential" in order to avoid any arguments that the confidentiality of such information has been waived.

**Section 5.3** "**Confidential Information**" shall mean all information, regardless of the form in which it is communicated or maintained (whether oral, written, electronic or visual) and whether prepared by Disclosing Party or otherwise, which is disclosed to Receiving Party, regardless of whether such information is disclosed intentionally or inadvertently, before, during or after the execution of the LOI, in connection with discussions and negotiations surrounding the Work that is the subject of the Project Transaction and including all reports, analyses, notes or other information that are based on, contain or reflect any such Confidential Information; however, Confidential Information shall not include: (i) information which is or becomes publicly available other than as a result of a violation of this Agreement; (ii) information which is or becomes available on a non-confidential basis from a source which is not known to the Receiving Party to be prohibited from disclosing such information pursuant to a legal, contractual or fiduciary obligation to the Disclosing Party; or (iii) information which the Receiving Party can demonstrate was legally in its possession prior to disclosure by the Disclosing Party.

**Section 5.4** Confidential Information shall not be used for any purpose other than to analyze, implement or complete the Project Transaction or necessary for a party to fulfill its obligations hereunder, which includes, without limitation, the Parties' applications for governmental grants. Confidential Information shall be held in strict confidence by Receiving

Party and shall not be disclosed without prior written consent of the Disclosing Party, except to those advisors, affiliates, agents, assigns, attorneys, employees, directors, officers and/or members (“**Agents**”) with a need-to-know the Confidential Information for the purposes of analyzing, implementing or completing the Project Transaction or a Party’s obligations hereunder. The Receiving Party shall require all recipients of the Confidential Information to be bound by the terms of the LOI. The Receiving Party shall be responsible for any breach of the LOI by the Receiving Party or its Agents. The Receiving Party shall use the same degree of care to protect the Confidential Information as the Receiving Party employs to protect its own information of like importance, but in no event less than a reasonable degree of care based on industry standard.

**Section 5.5** In the event that Receiving Party is requested or required by legal or regulatory authority to disclose any Confidential Information, the Receiving Party shall promptly notify the Disclosing Party of such request or requirement prior to disclosure, if permitted by law, so that Disclosing Party may seek an appropriate protective order and/or waive compliance with the terms of the LOI. In the event that a protective order or other remedy is not obtained, or the Disclosing Party waives compliance with the provisions hereof, the Receiving Party agrees to furnish only that portion of the Confidential Information that it reasonably determines, in consultation with its counsel, is consistent with the scope of the subpoena or demand, and to exercise reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information.

**Section 5.6** The Receiving Party agrees that monetary damages would not be a sufficient remedy for any breach of the LOI and that the Disclosing Party shall be entitled to injunctive or other equitable relief to remedy or prevent any breach or threatened breach of the LOI. Such remedy shall not be the exclusive remedy for any breach of the LOI, but shall be in addition to all other rights and remedies available at law or in equity.

**Section 5.7** It is understood that nothing contained in the LOI shall be construed as granting or conferring rights by license or otherwise in any Confidential Information disclosed to the Receiving Party hereunder.

**Section 5.8** Promptly following any decision by the Receiving Party to terminate or suspend the Negotiation Period, in whole or in part, terminate this LOI as permitted hereunder, or at any other time upon the Disclosing Party’s written request, the Receiving Party shall return or destroy, at the Receiving Party’s option, all written Confidential Information of the Disclosing Party, including that portion of such Confidential Information that may be found in analyses, compilations, studies or other documents prepared by, or for, the Receiving Party, and the Receiving Party and its Agents shall not retain any copies of such written Confidential Information. At any time after which the Receiving Party has been required to return or destroy the Confidential Information in its possession in accordance with the preceding sentence, the Receiving Party shall, upon written request of the Disclosing Party, cause one of its duly authorized representatives or officers to certify in writing to the Disclosing Party that the requirements of the preceding sentence have been satisfied in full.

## **ARTICLE 6. LIMITATION ON LIABILITY.**

**Section 6.1** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ITS REPRESENTATIVES FOR ANY SPECIAL, INDIRECT, NON-COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY TYPE OR ANY LOST PROFITS, LOSS OF BUSINESS OPPORTUNITY OR BUSINESS INTERRUPTIONS WHETHER ARISING IN CONTRACT OR TORT (INCLUDING NEGLIGENCE, WHETHER SOLE, JOINT OR CONCURRENT OR STRICT LIABILITY) OR OTHERWISE, ARISING OUT OF THIS LOI.

## **ARTICLE 7. NO THIRD-PARTY BENEFICIARIES**

**Section 7.1** This LOI is intended for the benefit of the Parties hereto and is not intended to and does not confer any benefit on third parties.

## **ARTICLE 8. CHOICE OF LAW**

**Section 8.1** This LOI shall be governed by the laws of the State of Florida without regard to its conflicts of laws principles. Any disputes resulting in litigation between the Parties shall be conducted in the state or federal courts of the State of Florida located in West Palm Beach, Florida.

**Section 8.2** IN ANY LITIGATION ARISING FROM OR RELATED TO THIS LOI, THE PARTIES HERETO EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EACH MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LOI, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY TO THIS LOI. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS LOI.

## **ARTICLE 9. ASSIGNMENT**

**Section 9.1** No assignment or transfer hereunder shall be made by either Party without the prior written consent of the other Party.

## **ARTICLE 10. COUNTERPARTS**

**Section 10.1** This LOI may be executed in counterparts, each of which shall have the effect of and be considered as an original of this LOI.

## **ARTICLE 11. MISCELLANEOUS**

**Section 11.1** The Parties acknowledge that the consummation of the Project Transaction, completion of any associated Work, and the effectiveness of the Definitive Agreements may be contingent upon obtaining any necessary approvals from local, state and federal agencies. Nothing herein is intended to create obligations on the part of either Party that would require it to take actions that are inconsistent with such regulatory compliance.

**Section 11.2** This LOI constitutes the entire agreement between the Parties with respect to the subject matter hereof. There are no other oral understandings, terms or conditions with respect to the subject matter of this LOI, and neither Party has relied upon any representation, express or implied, not contained in this LOI.

**Section 11.3** If any one or more of the provisions of this LOI should be ruled illegal, wholly or partly invalid or unenforceable by a court or other government body of competent jurisdiction under present or future laws, then: (i) the validity and enforceability of all provisions of this LOI not ruled to be invalid or unenforceable shall be unaffected and remain in full force and effect; (ii) the effect of the ruling shall be limited to the jurisdiction of the court or other government body making the ruling; (iii) the provision(s) held illegal, wholly or partly invalid or unenforceable shall be deemed amended, and the court or other government body is authorized to reform the provision(s), to the minimum extent necessary to render them valid and enforceable in conformity with the Parties' intent as manifested herein.

**Section 11.4** Each Party acknowledges that it has actively participated in the negotiation and preparation of this LOI, and that accordingly this LOI and any uncertainty or ambiguity contained herein shall not be construed against any one Party as drafter. The descriptive headings of this LOI are inserted for convenience only and do not constitute a substantive part of this LOI.

**Section 11.5** The obligations of the Parties hereunder which by their nature survive the termination of the LOI, shall survive and inure to the benefit of the Parties. Those provisions of the LOI which provide for the limitation of or protection against liability shall apply to the full extent permitted by law and shall survive termination of the LOI.

**Section 11.6** This LOI may be amended only by a writing signed by each Party hereto. The City's City Manager is authorized to extend the timeframes set forth herein without City Commission approval for no more than 120 days. The failure of a Party to enforce, insist upon, or comply with any of the terms, conditions or covenants of this LOI, or a Party's waiver of the same in any instance or instances shall not be construed as a general waiver or relinquishment of any such terms, conditions or covenants, but the same shall be and remain at all times in full force and effect.

**Section 11.7** This LOI sets forth the mutual understandings and intentions relating to the Project Transaction based upon the terms and conditions set forth herein.

**Section 11.8** The City Commission has delegated the authority to the City Manager to execute the Definitive Agreements, if agreeable in consultation with the City Attorney and the City Financial Services Director. However, if in the City Manager's opinion, the Definitive Agreement(s) involves a material or adverse change to the terms and conditions of this LOI, the City Manager reserves the right to bring the matter before the City Commission for its review.

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SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have caused this LOI to be executed by their duly authorized representatives on the first date written above.

1017 Lake Avenue, LLC  
a Florida Limited Liability Corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

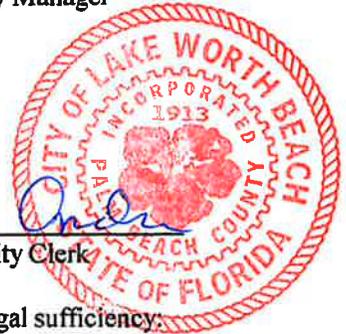
Title: \_\_\_\_\_

[Corporate Seal]

City of Lake Worth Beach  
By: \_\_\_\_\_  
Michael Bornstein, City Manager

ATTEST:

By: \_\_\_\_\_  
Deborah M. Andrea, City Clerk



Approved as to form and legal sufficiency:

By: \_\_\_\_\_ FOR  
Glen J. Torcivia, City Attorney

Approved for financial sufficiency:

By: \_\_\_\_\_  
Bruce T. Miller,  
Financial Services Director