



AGENDA
CITY OF LAKE WORTH BEACH
REGULAR CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, AUGUST 17, 2021 - 6:00 PM

ROLL CALL:

INVOCATION OR MOMENT OF SILENCE: led by Commissioner Kimberly Stokes

PLEDGE OF ALLEGIANCE: led by Commissioner Sarah Malega

AGENDA - Additions / Deletions / Reordering:

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

- A. Election Presentation by Wendy Sartory Link, PBC Supervisor of Elections
- B. [Lake Worth Lagoon Management Plan Presentation by Palm Beach County Environmental Resources Management](#)
- C. [Presentation by Valentina Sustaita, Assistant Finance Director-Purchasing, regarding Procurement Procedure](#)

COMMISSION LIAISON REPORTS AND COMMENTS:

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:

APPROVAL OF MINUTES:

- A. [Regular Meeting - June 1, 2021](#)
- B. [Budget Work Session #1 - June 3, 2021](#)
- C. [Special Meeting - June 15, 2021](#)
- D. [Regular Meeting - June 15, 2021](#)
- E. [Special Meeting - June 29, 2021](#)
- F. [Budget Work Session #2 - June 30, 2021](#)

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

- A. [Ratification of the agreement with the Legal Aid Society of PBC, Inc. for legal aid eviction support to benefit of Lake Worth Beach residents](#)

PUBLIC HEARINGS:

- A. [Ordinance No. 2021-04 – Second Reading – possible Quasi-judicial – amending the Official Zoning Map by approving the creation of a Mixed Use Planned Development \(Deco Green Apartments\) located at 1715 North Dixie Highway](#)

NEW BUSINESS:

- A. [Ordinance No. 2021-11 – First Reading – amending the candidate qualifying period](#)
- B. [Resolution No. 52-2021 – Adoption of the 2021 Lake Worth Lagoon Management Plan](#)
- C. [Resolution No. 53-2021 - authorizing the submission of an application for funding assistance under the Lake Worth Lagoon Initiative](#)
- D. [Resolution No. 54-2021 – FY 2021-2022 CDBG Agreement for Memorial Park](#)
- E. [Resolution No. 55-2021 -- authorizing the submission of an application for funding under the Florida Recreation Development Assistance Program for the Phase 1 of the replacement of playground equipment in South Bryant Park](#)
- F. [Work Order #7 with the Paving Lady](#)
- G. [Agreement with BrightView Maintenance, Inc. for golf course maintenance services for the Lake Worth Beach Golf Club](#)
- H. [Discussion regarding updating the City's Procurement Code](#)
- I. [Ratification of First Amendment to Work Order No. 2 with Service Electric Company for additional construction services for the 138kV Transmission Static Line Project](#)
- J. Discussion regarding candidates for City Manager

CITY ATTORNEY'S REPORT:

CITY MANAGER'S REPORT:

UPCOMING MEETINGS AND WORK SESSIONS:

August 19 - Work Session
August 30 - Budget Work Session #4
August 31 - Electric Utility
September 7 - Regular

[Draft Agenda - September 7, 2021](#)

ADJOURNMENT:

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

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

2021 Lake Worth Lagoon Management Plan

August 17, 2021



Mayra Ashton, Ph.D., Environmental Analyst
Palm Beach County Environmental Resources Management (ERM)
561-233-2400



lake worth
LAGOON



LAKE WORTH LAGOON **MANAGEMENT PLAN**

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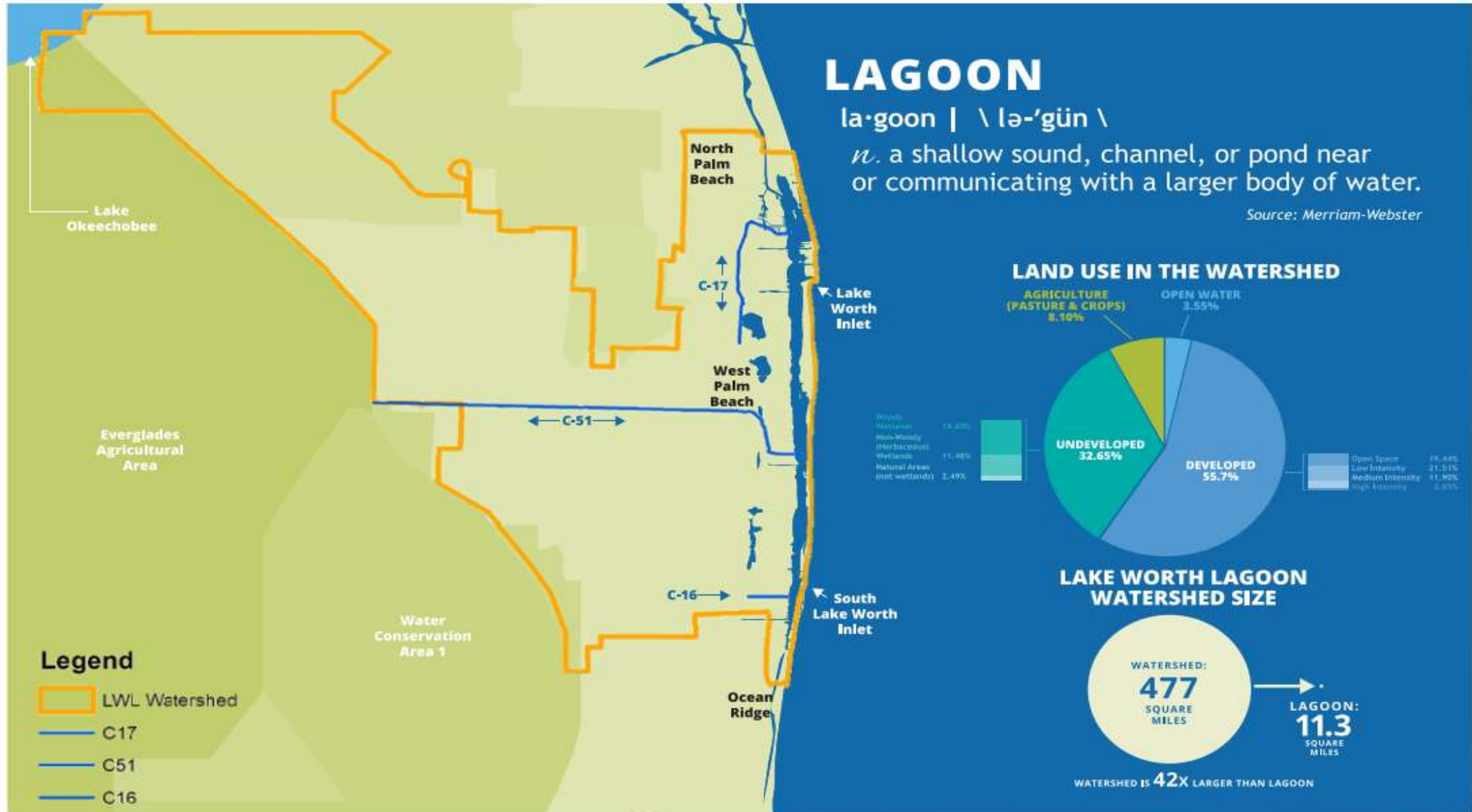
Green sea turtle swimming in Lake Worth Lagoon (Photo credit: PBC-ERM)

Cover photo: Sunset view from Singer Island (Photo credit: Kim Seng)

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LAKE WORTH LAGOON WATERSHED MAP

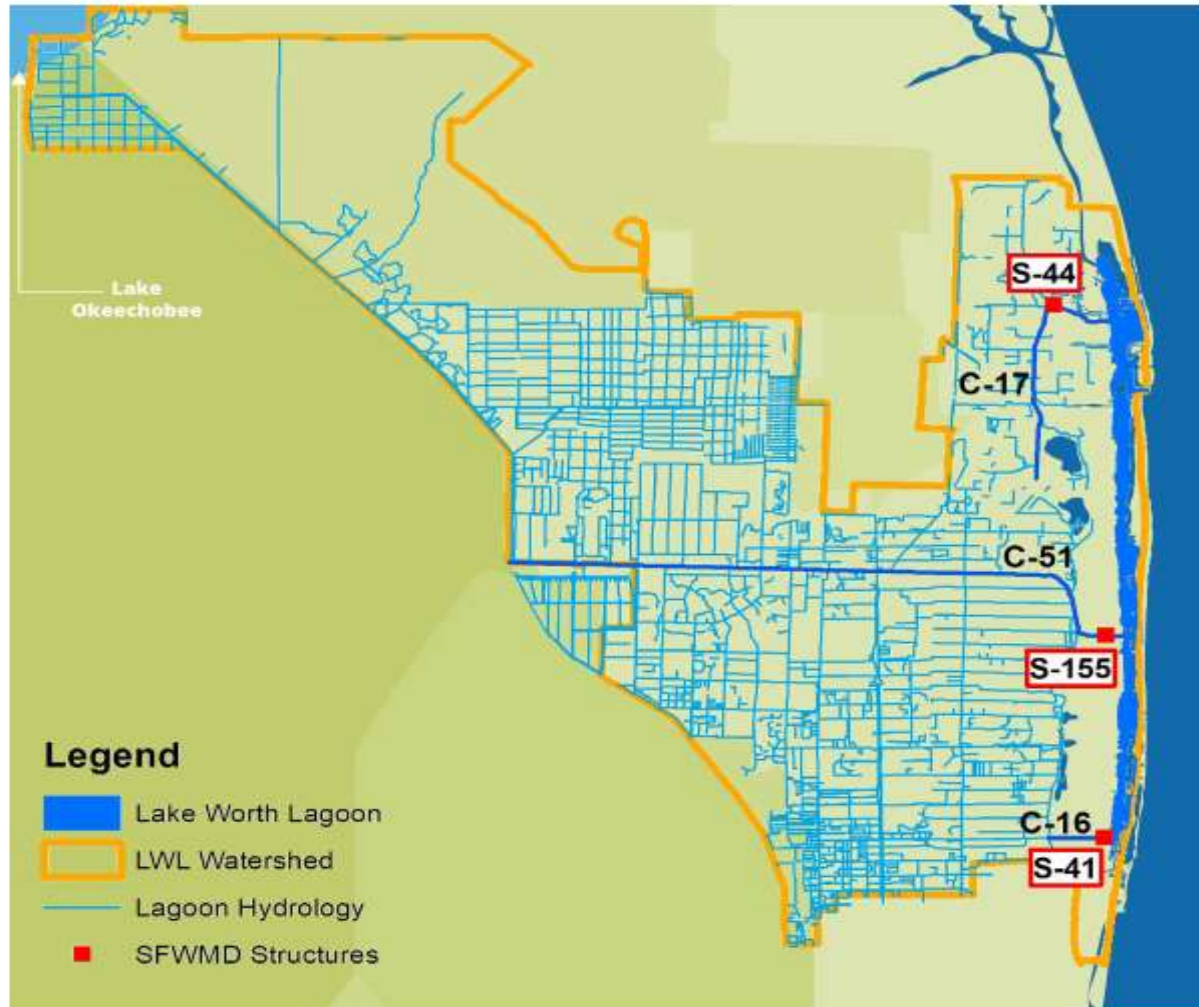


Click to toggle between Lake Worth Lagoon watershed map and LWL hydrology map.

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LAKE WORTH LAGOON WATERSHED MAP



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Click to toggle between Lake Worth Lagoon watershed map and LWL hydrology map.

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MILESTONES IN LAGOON MANAGEMENT



1877

Pioneer Augustus Lang creates the first inlet to the sea in Lake Worth

1915

Lake Worth Inlet is excavated; dredge material used to create Peanut Island

1925

West Palm Beach Canal is dredged; freshwater from Lake Okeechobee sent to Lake Worth

1990

LWL Natural Resources Inventory and Resource Enhancement Study completed

1998

First Lake Worth Lagoon Management Plan approved

2013

LWL Management Plan updated, First Lake Worth Lagoon Science Symposium held

1912

Construction of Intracoastal Waterway in Palm Beach County is completed

1917

South Lake Worth Inlet (Boynton Inlet) is created, completing Lake Worth's transition from a freshwater lake to the Lake Worth Lagoon estuary

1972

With population surging to 400,000 Palm Beach County adopts its first Land Use Plan

1992

Florida Estuarine Natural Resources Inventory and Resource Enhancement Study completed

2008

LWL Management Plan Updated; Lake Worth Lagoon Initiative established to coordinate management

2021

LWL Management Plan updated



Palm Beach Shores in Northern Lagoon, 1945

Photos courtesy of Historical Society of Palm Beach County



Peanut Island and Lake Worth Inlet ca. 1947



Dredging the Lake Worth Inlet ca. 1918



Cocoanut Grove House front dock ca. 1880-1893



Lake Worth Inlet, Peanut Island and Part of Palm Beach ca. 1918





EXECUTIVE SUMMARY

For the first time, the 2021 Lake Worth Lagoon Management Plan strategically embraces watershed management as a central theme, acknowledging that the health of the Lagoon is inextricably connected to the activities and inputs occurring across a voluminous watershed that is 42 times the size of the Lagoon itself.

This approach elevates the importance of expanded monitoring to better understand and respond to the myriad factors that influence Lagoon health. The County and LWLI partners have initiated long-term biological monitoring for oysters, seagrass, fisheries, birds and turtles, all linked to assessing the health and productivity of the Lagoon. Additional monitoring includes water quality parameters (nutrients and salinity) as well as success of intertidal vegetation (mangroves/cordgrass) at restoration projects and throughout the Lagoon. Where possible, future monitoring should be consistent with existing regional or statewide monitoring protocols so that meaningful comparisons can be made, and data on the Lagoon can contribute to statewide knowledge of estuarine systems.

Despite unexpected challenges from the Covid-19 pandemic, Palm Beach County's Environmental Resources Management (ERM) staff adjusted monitoring, management and outreach activities to sustain progress. Contracted monitoring programs experienced minor interruptions. The long-term economic reverberations

from the Covid-19 crisis may result in diminished funding in the near term for many government services, including environmental initiatives. However, funding already is secured for the Tarpon Cove Phase II, Bonefish Cove, and Monceaux Park Living Shoreline restoration projects, supported by state, federal and local matching funds.

Overall, significant progress has been made in improving scientific understanding and management of the Lagoon. Following are key accomplishments in Lagoon research, restoration and public outreach since 2013:

WATER AND SEDIMENT QUALITY

- Two high-frequency salinity sondes were deployed and maintained in partnership with the South Florida Water Management District (SFWMD) in November 2019 to augment monitoring and document salinity in the Central Lagoon. The stations are located to the north and south of the C-51 canal. The County maintains its own salinity probes at John's Island Natural Area across from the C-51 canal, and at Munyon Cove.

- A nutrient autosampler installed in 2019 at the S-155 structure enables analysis for total nitrogen and phosphorus discharged from the C-51 canal into the Lagoon and calculations of nutrient loading into the Lagoon. Water quality analysis is completed by the SFWMD in addition to maintaining and servicing the equipment.
- An assessment of the sediment trap excavated on C-51 to prevent sediments from entering the Lagoon indicates the trap's efficiency decreases as flow increases, particularly for flows higher than 850 cfs at S-155. The range of sediment



A hermit crab peers out from the safety of his shell sanctuary (Photo credit: PBC-ERM)



The spotted eagle ray is an iconic symbol of the Lake Worth Lagoon. (Photo Credit: PBC-ERM)

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STATE OF THE LAGOON

Highly urbanized and altered by more than a century of human activities to facilitate navigation, flood control and development, the Lake Worth Lagoon is an underappreciated asset. Asked to suggest adjectives that best describe it, participants in a 2020 Lagoon Perceptions and Priorities survey offered words like “forgotten,” “misunderstood,” and “taken for granted.” In a nod to its inherent value, they also noted the Lagoon is “stunning,” “accessible” and “a treasure.”

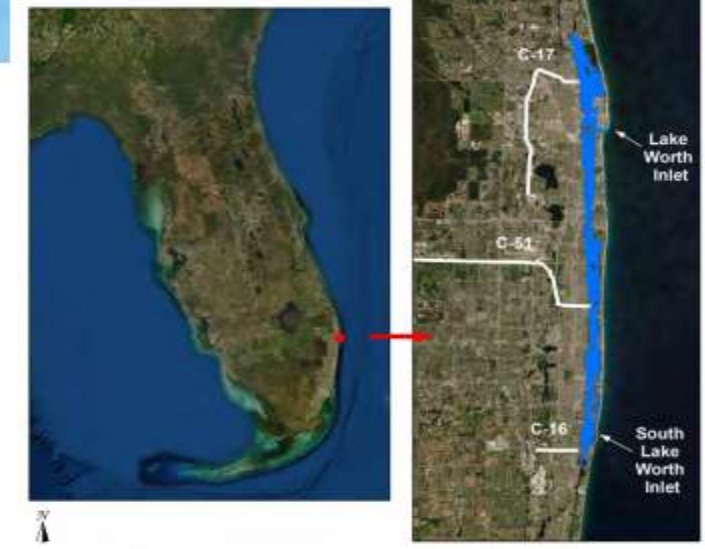
Originally a freshwater lake, early pioneers followed by colonists transformed Lake Worth into an estuary. Saltwater from the Atlantic Ocean enters through the Lake Worth and South Lake Worth Inlets. Freshwater is funneled to the Lagoon from three major drainage canals (C-17, C-51, and C-16), which together collect runoff from more than 305,000 acres of land. The C-51 canal alone delivers nearly 60% of the Lagoon’s freshwater flows.² In addition, the Atlantic Intracoastal Waterway carves a nautical highway through the entire length of the Lagoon as it traverses the East Coast.

These features have in effect created three sub-Lagoons. The highest ecological diversity and most intense recreational usage occurs in the Northern Lagoon, where the Lake Worth Inlet brings salty and cleansing tides that support large seagrass beds. The Southern Lagoon also benefits from proximity to the ocean, albeit through a smaller, more constricted inlet. Markedly diminished water quality, biodiversity and recreational activities characterize the Central Lagoon, located farthest away from tidal flushing and on the receiving end of most canal freshwater discharges.

The sprawling watershed - 42 times the size of the Lagoon itself, with a 2020 population estimated at more than 1 million - has an enormous impact on the Lagoon’s health, and complicates efforts to manage it holistically. The presence of 30 local municipalities, a large unincorporated area, and multiple federal, state and local water management districts, all contributing runoff to the Lagoon, compound the enormous challenges confronting Lagoon managers.

For decades, water management of the Lagoon watershed has largely focused on its role in flood control rather than its intrinsic ecological value. Dramatic fluctuations in the timing and volume of freshwater discharges result in water that is too salty for some living resources, and not salty enough for

LAKE WORTH LAGOON BY THE NUMBERS



INTRODUCTION

Just 20 miles long, the Lagoon punches above its weight in ecological and economic value. A 2019 Economic Valuation study estimated the value of recreational uses and business activities related to the Lagoon at \$813.9 million per year. The total value of tangible and intangible benefits associated with the Lagoon is estimated at \$5.37 billion.¹

The Lagoon is an aquatic playground for fishing, diving, paddle sports and birdwatching enthusiasts, with a world-renowned SCUBA destination, the Phil Foster Park Snorkel Trail, just steps from shore. It is a nursery and foraging area for threatened and endangered fish and wildlife as diverse as sea turtles, goliath groupers, American oystercatchers and manatees. And it is home to the bustling Port of Palm Beach, ranked among the state’s top five ports in cargo value. The successful co-existence of these distinctly differing personalities in a compact estuary of just 11.3 square miles is a testament to the Lagoon’s resilience.

LAKE WORTH LAGOON BY THE NUMBERS



INDEX OF ACTIONS AND ACTION PLANS



WATER AND SEDIMENT QUALITY

WATER QUALITY	WASTEWATER
WQ-1 Expand Water Quality Monitoring <i>*Renamed from 2013 Plan</i>	WW-1 Assess and Reduce Occurrence of Sewer Overflows <i>*Renamed from 2013 Plan</i>
WQ-2 Develop a Watershed-Based Modeling Program <i>*NEW</i>	WW-2 Identify Priority Areas for Conversion of Septic Systems to Central Sewer <i>*Renamed from 2013 Plan</i>
WQ-3 Implement Best Management Practices for Drainage Canals <i>*NEW</i>	
WQ-4 Monitor and Assess Ways to Reduce Bacterial Contamination and Harmful Algal Blooms <i>*NEW</i>	STORMWATER
WQ-5 Identify and Assess the Impacts of Emerging Contaminants <i>*NEW</i>	SW-1 Reduce Stormwater Runoff from Urban Landscapes <i>*NEW</i>
WQ-6 Manage Freshwater Inflows to Optimize Environmental Benefits <i>*NEW</i>	SW-2 Expand Use of Green Infrastructure and Low Impact Development Practices <i>*Renamed from 2013 Plan</i>
	SEDIMENT MANAGEMENT
	SE-1 Assess and Manage Sediment Loading <i>*Renamed from 2013 Plan</i>



HABITAT ENHANCEMENT AND PROTECTION

- HE-1 Create, Protect and Monitor Hardbottom Habitats **NEW*
- HE-2 Restore, Create and Protect Intertidal Habitats **Renamed from 2013 Plan*
- HE-3 Maintain and Expand Seagrass Habitats **Renamed from 2013 Plan*
- HE-4 Acquire Ecologically Significant Submerged and Intertidal Lands **Renamed from 2013 Plan*



FISH AND WILDLIFE MONITORING AND PROTECTION

- FW-1 Continue Implementing Palm Beach County's Manatee Protection Plan **Renamed from 2013 Plan*
- FW-2 Continue Sea Turtle Monitoring **Renamed from 2013 Plan*
- FW-3 Continue Fisheries Monitoring **Renamed from 2013 Plan*
- FW-4 Manage and Monitor Shorebird Habitat **Renamed from 2013 Plan*
- FW-5 Implement Remote Tracking Technologies for Fish and Wildlife Monitoring **NEW*



CLIMATE CHANGE AND SEA LEVEL RISE

- CC-1 Conduct a Vulnerability Analysis of Resources at Risk from Climate Change **NEW*
- CC-2 Improve Resiliency of Critical Habitats to Climate Change and SLR **NEW*



PUBLIC OUTREACH AND ENGAGEMENT

- PO-1 Foster Public Awareness and Engagement **NEW*
- PO-2 Promote Youth Education and Engagement **NEW*



PUBLIC USES OF THE LAGOON

- PU-1 Ensure Adequate and Appropriate Public Access to the Lagoon **NEW*

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WATER AND SEDIMENT QUALITY ACCOMPLISHMENTS AT A GLANCE



Two sampling units were installed in 2019 in the Central Lagoon near the C-51 Canal to transmit near-continuous data about salinity and other water quality parameters.

SEE ACTION WQ-1



A nutrient autosampler installed in 2019 at the S-155 structure will facilitate calculations of nutrient loading from the C-51 canal into the Lagoon.

SEE ACTION WQ-1



Health advisories due to bacterial contamination were posted at Phil Foster Park 16 times from 2016-2020—9.9% of the time that samples were taken.

SEE ACTION WQ-4



A 2020 study by a Palm Beach Atlantic University student on the abundance and variation of microplastics in surface waters of the Lagoon found an average of 8.6 microplastic pieces per liter.

SEE ACTION WQ-5



Initial mapping of areas with high density septic systems throughout the County was conducted in 2019.

SEE ACTION WW-2



21 projects incorporating Green Infrastructure design elements were completed or underway in Palm Beach County as of 2020.

SEE ACTION SW-2

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WQ-6 MANAGE FRESHWATER INFLOWS TO OPTIMIZE ENVIRONMENTAL BENEFITS

ACTION: Evaluate and implement strategies to balance freshwater flows to achieve optimal salinities for oysters and seagrasses, and decrease nutrients and sediments entering the Lagoon.

IMPORTANCE:

The delivery and timing of freshwater to the Lagoon is critical to maintaining the health of the Lagoon’s living resources and to boosting their resiliency to climate change and sea level rise.

RELATED ACTIONS:

WQ-1, WQ-2

BACKGROUND:

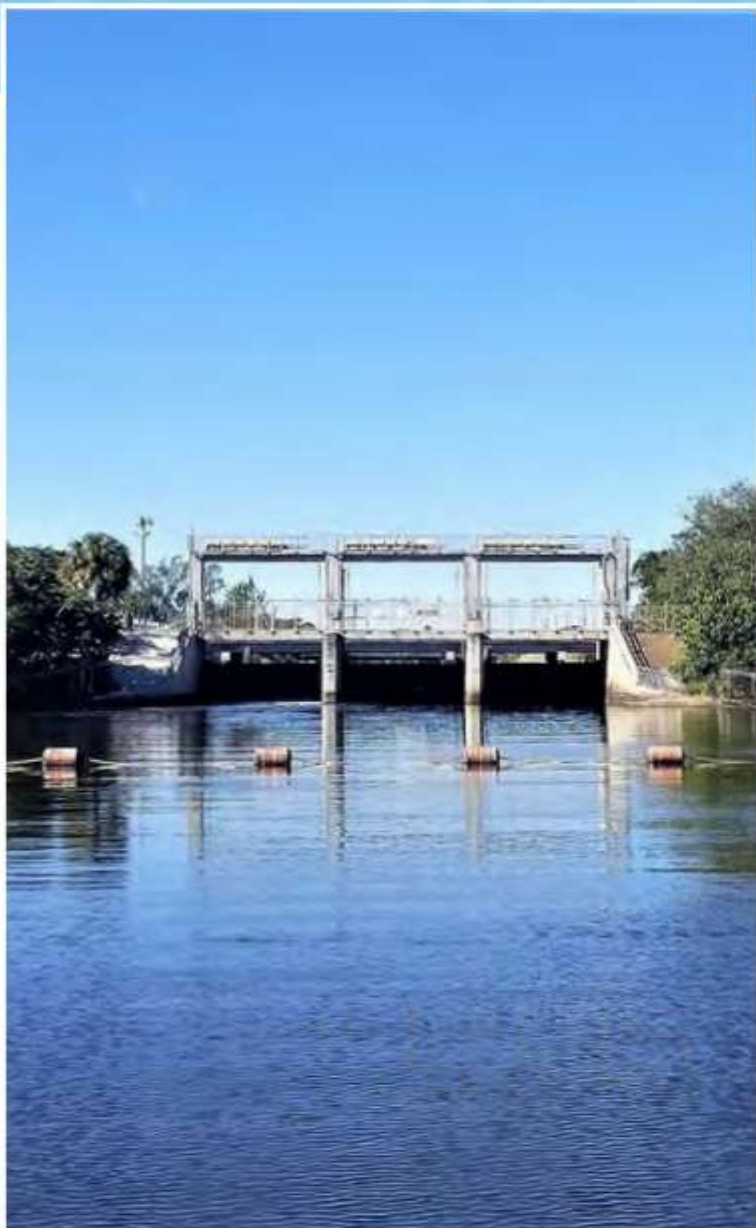
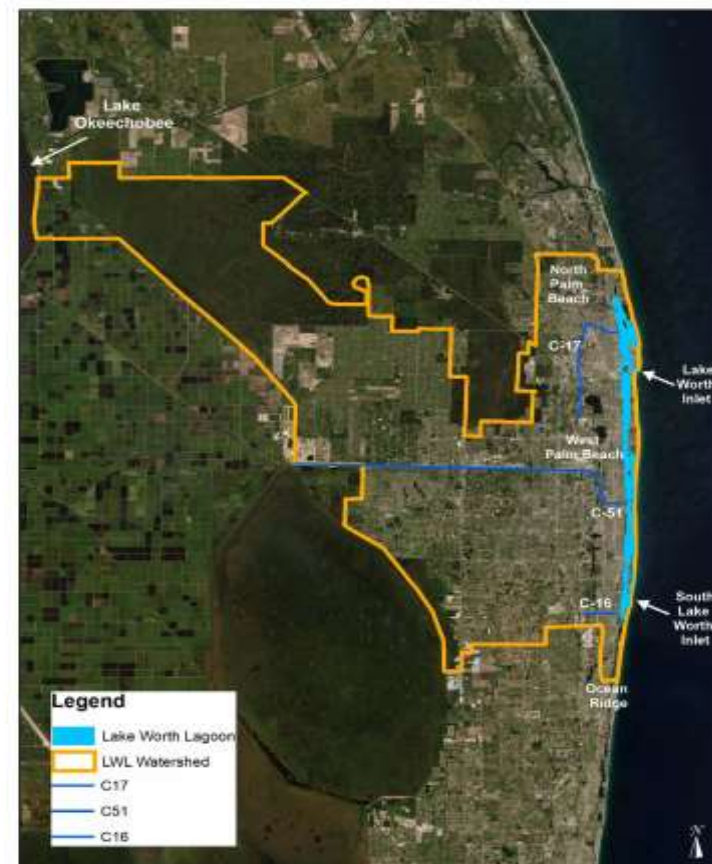
Almost all of the freshwater entering the Lake Worth Lagoon is transported via three major drainage canals - the C-51, C-16 and C-17 (see Figure 1.1). They receive water from more than 850 miles of smaller canals that, combined, drain a watershed 42 times the size of the Lagoon itself. Responsibility for management of this vast network is shared by the South Florida Water Management District (SFWMD), eight additional water improvement

agencies and water control districts, Palm Beach County and 30 municipalities within the watershed.

The C-51, C-16 and C-17 canals and associated water control structures are managed by the South Florida Water Management District for the primary purpose of flood control. They are not as a matter of principle or practice operated to deliver freshwater in volumes or on schedules that meet the ecological needs of the Lagoon’s key indicators of ecosystem health: the American oyster (*Crassostrea virginica*) and three species of seagrass: paddle grass (*Halophila decipiens*), shoal grass (*Halodule wrightii*) and Johnson’s seagrass (*Halophila johnsonii*), a federally threatened species.

The optimal salinity range for oysters in the Lake Worth Lagoon is 12-20 parts per thousand (ppt).^{2,3} The optimal

FIGURE 1.1 WATERSHED MAP



Water control structure on the C-51 Canal (Photo credit: PBC-ERM)



salinity range for seagrasses is 22-35 ppt.⁵ Current operational protocols for the canal network mean that Lagoon oysters are exposed to higher salinities than they prefer during the dry winter months, while seagrasses, especially within the Central Lagoon, are often subjected to lower salinities than optimal for sustained growth and/or survival.

Nine years of data collected from a salinity sonde at John's Island, located directly east of the C-51 canal, show that salinity fell below 10 ppt on 180 of 620 days recorded, or 30% of the time (see Table 1.1). Adverse effects to paddle, shoal and Johnson's seagrass can occur when salinity falls below 15 ppt for prolonged periods¹ (see Action HE-3). Additionally, oyster reproduction is impaired at salinity levels below 8 ppt⁵ (see Action HE-1).

Conversely, oysters experience higher prevalence of predation

and disease at salinities greater than 32 ppt.⁵ Average salinities for the Lagoon from 2005 to April 2019 exceeded the optimal range for oysters 70% of the sampled months and were in the optimal range only 26% of the time sampled.²

Freshwater flows to the Lagoon are frequently characterized by extreme highs and lows which subsequently impact salinity. The most recent oyster monitoring report from the Florida Fish and Wildlife Conservation Commission shows that salinity varied significantly month to month (from a low of 8 ppt to a high of 36 ppt), corresponding with variable flows from the C-51 Canal (see Figure 1.2). The lowest flow rates were measured in March 2020 when the monthly mean was 0 cubic feet per second. Highest flows were in March 2019, at 743 cfs.³ Additionally, analysis of high frequency salinity data recorded in the Central Lagoon at John's Island revealed several distinct events, both in duration and severity (low salinity), that could severely stress seagrass species.⁶ These extended periods of no flows and extremely high flows are the main culprit in salinity fluctuations that are damaging to oysters and seagrass.

This action seeks to modulate freshwater inflows to maximize environmental benefits, especially in the Central Lagoon. This segment is a priority because it receives a disproportionate amount of freshwater via the C-51 Canal, it has the largest population of oysters, and the longest water residence time (up to 13 days).⁴ The desired salinity envelope within the Central Lagoon is 12-20 ppt.

Progress in addressing freshwater inflows has been hampered by the exclusion of the Lagoon from the Northern Estuaries management area of the Comprehensive Everglades Restoration Plan since 2007. However, a pending update of the Lake Okeechobee Standard Operating Manual (LOSOM) has provided an opportunity for Palm Beach County to request that salinity standards, or Performance Indicators, be established for discharges from Lake Okeechobee to the Lagoon.

Although discharges from the Lake are historically a small fraction of the total freshwater coming from the Lagoon watershed, development of Performance Indicators would facilitate use of a predictive model to evaluate ways to maintain optimal salinities for oysters and seagrasses. The model could serve as a pilot for subsequent adaptation and expansion to address the timing and quantity of freshwater runoff from the entire Lagoon drainage basin (see Action WQ-2). In addition to seagrasses and oysters, Lagoon fisheries also would benefit from more dependable and consistent freshwater flows, as several species require predictable salinities, especially in juvenile and sub-adult life stages (see Action FW-3).

Deployment of the model would also help system operators and Lagoon managers evaluate options for achieving optimal salinities, among them:

- Modifications to existing Stormwater Treatment Areas (STAs) to increase capacity and reduce nutrient and sediment loads to the Lake Worth Lagoon.
- Identification of new STAs and alternate water storage options, potentially within urban stormwater systems.
- Modifications to water control structures to release water from the top rather than the bottom of floodgates and weirs, to slow water movement. This option would require ongoing removal of sediments that build up behind the structures.

APPROACH:

- STEP 1 Evaluate and implement modifications to operational protocols for drainage canals and water control structures to reduce damaging freshwater pulses and velocities, as well as nutrient and sediment loading (See Action WQ-3).
- STEP 2 Evaluate and implement improvements to canal operations to reduce dramatic fluctuations in freshwater flows that contribute to salinity extremes.

TABLE 1.1 ACTUAL VS. OPTIMAL SALINITY FOR CENTRAL LAGOON (JOHN'S ISLAND SONDE)

	Minimum Salinity Target (ppt)	Optimal Salinity	Central LWL Salinity (ppt)	References for Optimal Salinity
Oyster Tolerance (Adult)	15	10-28	22.7	Loosanoff, 1965 in Rudolph 1998
Oyster Growth (Adult)	15	8-22	22.75	Mote Marine Laboratory, 1990 in Rudolph, 1998
Oyster Growth (Spat)	15	15-22	22.7	Sellers and Stanley, 1984
Oyster Spawning	15	>7.5	22.7	Sellers and Stanley, 1984
Seagrass Growth (<i>Halodule wrightii</i>)	20	23-37	22.7	McMahan, 1968 in Rudolph 1998
Seagrass Flowering (<i>Halodule wrightii</i>)	20	26-36	22.7	McMahan, 1968 in Rudolph 1998

Optimum target range: WITHIN ABOVE BELOW

Salinity ranges contained in the Northern Estuaries Performance Measure Salinity Envelopes.²

SOURCE: PBC-ERM



Develop a long-term water management plan to maintain optimal salinity ranges for oysters and seagrasses.

STEP 3 Support modifications to existing STAs to improve storage capacity, nutrient reduction and sediment containment.

STEP 4 Identify potential new Stormwater Treatment and Water Conservation Areas in the western C-51 basin to capture, treat and gradually release freshwater downstream. Identify potential STAs in the eastern C-51 basin, including small-scale sites of 1 acre or more within neighborhoods and golf courses.

TIMEFRAME:

STEP 1 can begin in 2021 with initial consideration of operational modifications, and development of a framework for hydrodynamic modeling. Development of the model itself is dependent upon funding through grants or other mechanisms.

STEPS 2, 3 and 4 can begin in FY 2021, with evaluation of effectiveness of techniques in FY 2022-2023 and beyond.

COST ESTIMATE:

\$\$-\$\$\$\$

EVALUATING PROGRESS:

Water quality monitoring combined with data from salinity sondes will document salinities in relation to flows from C-51, rainfall, and other parameters.

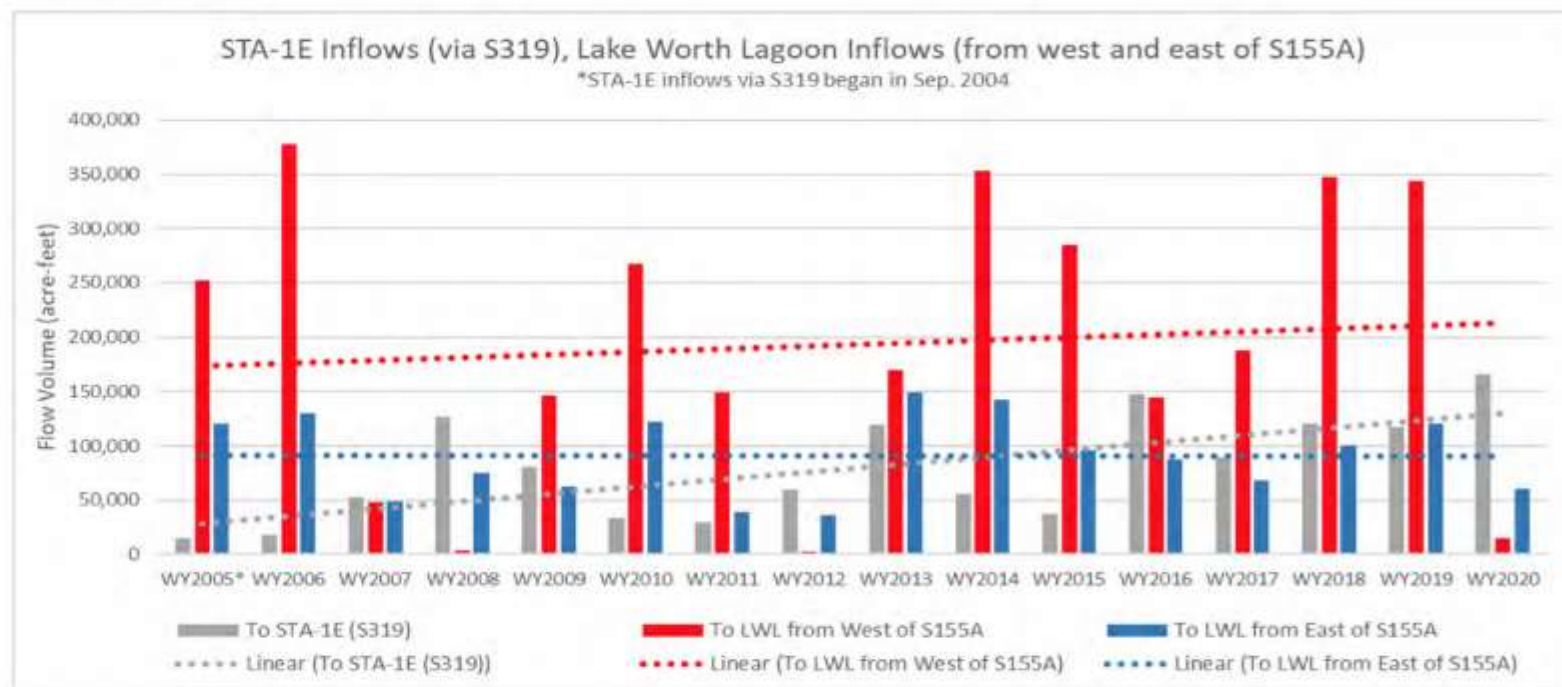
REGULATORY NEEDS:

None

FUNDING:

To be determined, depending on management steps to be implemented and land acquisition needs identified.

FIGURE 1.2 FRESHWATER FLOWS TO LAKE WORTH LAGOON FROM EAST AND WEST OF S155A 2005-2020



SOURCE: PBC

POTENTIAL PARTNERS:*

ERM, SFWMD, USACOE, Local Municipalities

**Listed Agencies have not committed funds and are subject to Agencies' budget approvals*

¹ Northern Estuaries Performance Measure Salinity Envelopes. CERP System-Wide Performance Measure Documentation Sheet. 2007 and 2020.
² LWL Oyster Monitoring Program Summary. Parker, M. Florida Fish and Wildlife

Conservation Commission. 2020.
³ Oyster monitoring in Lake Worth Lagoon Final Report April 2019 - June 2020. Geiger, S and Maloney, N. Florida Fish and Wildlife Conservation Commission. 2020.
⁴ Assessment of Freshwater Inflow and Water Quality for an Urbanized, Subtropical Estuary (Lake Worth Lagoon, Florida, USA). Buzzelli, C., et al. Marine Technology Society Journal. 2018.
⁵ LOSOM Performance Measure Documentation Sheet. 2020.
⁶ 2020 Lake Worth Lagoon Fixed Transect Seagrass Monitoring. CSA Ocean Sciences Inc. 2021.





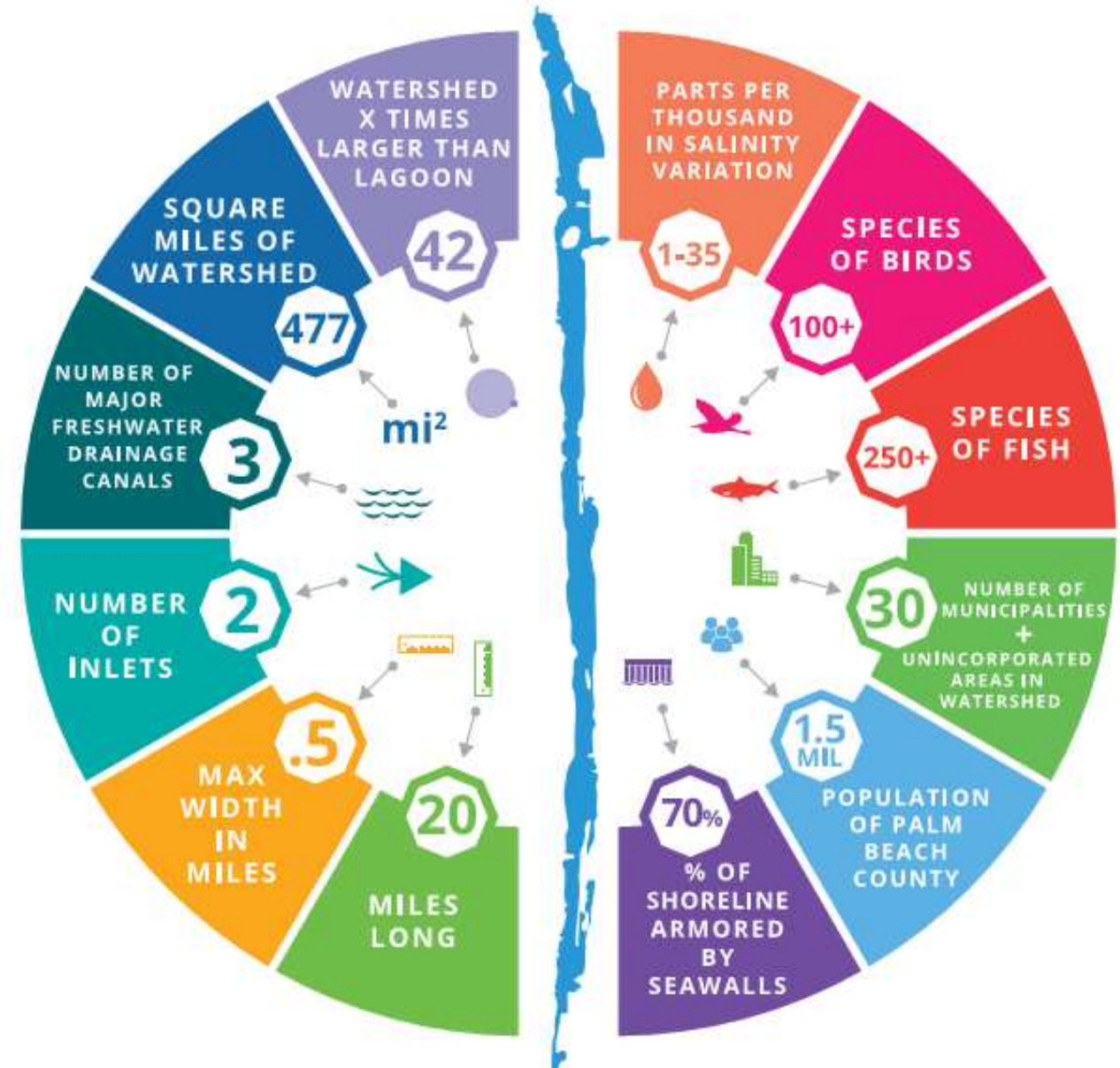
Resource managers and citizens who took a 2020 online survey about Lagoon perceptions and management priorities were asked to list adjectives that best describe the Lagoon. This Word Cloud shows the words they submitted, in the form of a spotted eagle ray—the mascot of the Lake Worth Lagoon Initiative.

ACCESS 2021 PLAN @
LWLI.ORG

Questions
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561-233-2400

LAKE WORTH LAGOON BY THE NUMBERS





City of
Lake Worth
Beach
FLORIDA

The Art of Florida Living.SM

PROCUREMENT PROCESS



PROCUREMENT DIVISION RESPONSIBILITIES

As part of the Financial Services Department, the Procurement Division is responsible for the procurement of all goods and services (including construction) in accordance with the Procurement code, Procurement Policy and the Contracts Management Policy

- Procurement provides direction, guidance, and oversight in all phases of the procurement cycle for each user department
- Procurement also provides direction, assistance, and oversight for contracts negotiations, contracts development, and execution



PROCUREMENT CODE & POLICY

- City's Procurement code is located in the City's Code Of Ordinances, Chapter 2, Article XIV – Purchasing (most recently amended on October 15, 2019)
- Procurement Policy was adopted by the City Commission on October 15, 2019 (effective October 25, 2019)
- Procurement Policy provides the operational detail necessary to implement the Procurement Code
 - Also provides the tools to make the best-value procurements and provides guidance for internal and external users involved in procurement activities
- Uniform procurement procedures promote fair competition, transparency, saves money, and promotes integrity and public confidence in the City



CONTRACTS MANAGEMENT POLICY

- Adopted by the City Commission on October 1, 2019
- Developed to define the process of contract planning, formation, execution, and administration
- All contracts are issued in compliance with the Procurement Code, Section 2-114, regarding the Contracting Authority
- Applies to:
 - Any contract that binds the City and/or obligates the City to provide payment, services, goods, or use of City's property, facilities or other resources
 - Any amendment, alteration, change, change order, correction, extension, modification, work or task order, of an existing City contract



CITY'S PROCUREMENT PRACTICE

- The City maintains a decentralized procurement function (small procurements are executed by the user departments and overseen by the Procurement Division)
- Procurement Division, in coordination with the user departments, manages the Competitive Selection Process
- All City employees are required to be familiar with and comply with the Procurement Code and Policy



USER DEPARTMENT RESPONSIBILITIES

- Ensure funds are availability PRIOR to initiating any procurement
- Obtain quotations for informal procurements/small procurement
- Develop specifications/scopes of work for formal procurements
- Work in partnership with Procurement during solicitation process
- Evaluate bid/proposal responses or participate in evaluation committee
- Prepare agenda items for City Commission (if required)
- Serve as designated contract representative for the City



PROCUREMENT DIVISION RESPONSIBILITIES

- Review ALL City procurements and contracts to ensure compliance with the Procurement Code and Policy
- Issue, process, and maintain all Purchase Orders for the City
- Manage all formal solicitations and coordinate between the vendors and the user departments
- Draft contract documents using standard templates, assist in contract negotiations, and coordinate with the City Attorney for the review of all contracts
- Assist User departments in contract management and compliance



PROCUREMENT PROCESS THRESHOLDS

- SMALL PURCHASES (single procurement with a total contract value not to exceed \$50,000 for goods and/or services)

Small purchases are made according to the small purchase procedures by obtaining informal vendor quotations

- COMPETITIVE SELECTION PURCHASES (single procurement with a total contract value exceeding \$50,000 for goods and/or services)

Competitive selection purchases are made according to the competitive selection procedures and are publicly advertised



SOLICITATION AWARDS

- All contracts or purchase orders resulting from a solicitation process shall be awarded consistent with the solicitation and approved as follows:
 - The **City Manager** or designee shall have the authority to approve the award of contracts and purchase orders for single procurements with a total contract value of **\$50,000 or less**.
 - The **City Commission** shall have the authority to approve the award of contracts and purchase orders for single procurements with a total contract value **exceeding \$50,000**.



COMPETITIVE SELECTION PROCEDURE

- Invitation for Bid (IFB)
 - The procurement has a total contract value estimated to exceed \$50,000;
 - Precise specifications of the needed goods and/or services are known and can be described in the IFB;
 - Adequate number of vendors are available for multiple bids to be received; and,
 - The City Commission awards the IFB consistent with the terms of the IFB (generally the lowest, responsible and responsive bidder providing a compliant bid)



COMPETITIVE SELECTION PROCEDURE

- Request for Proposals (RFP)
 - The procurement has total contract value estimated to exceed \$50,000;
 - The use of an IFB is not applicable or practicable;
 - The City is seeking a solution for the goods and/or services where the potential vendors can provide different options for the City's consideration
 - The City establishes criteria for selection (e.g., qualifications, responsiveness, experience with similar projects, quality requirements, certifications, specific project requirements, etc.)
 - Proposals in response are normally evaluated by the Evaluation Committee consisting of City staff and subject matter experts (internal and external)
 - RFP process allows City to negotiate terms with the goal for getting the "Best Value" for the City
 - The City Commission shall award the RFP consistent with the recommendation of the Evaluation Committee and terms of the RFP (generally the highest ranking, responsible and responsive respondent)



COMPETITIVE SELECTION PROCEDURE

- Request for Qualifications (RFQ)
 - used to obtain statements of qualifications from potential vendors when qualifications is the basis for award (e.g., for the selection of architects and engineers under the Consultants Competitive Negotiations Act (CCNA)).
- Request for Information (RFI)
 - an informal solicitation for the purpose of seeking information, comments, or reactions from a given industry, which can be used in conjunction with more formal solicitation methods



SPECIFIC TYPES OF PROCUREMENTS

- CCNA
 - The Consultants Competitive Negotiation Act (CCNA) (section 287.055, Florida Statutes) governs the qualifications-based solicitation process required for procurement of design services for public projects
 - Design services involved are professional architectural, engineering, landscape architectural, and survey and mapping services, and design-build projects;
 - The CCNA applies if a construction project is anticipated to exceed \$325,000 or professional study is anticipated to exceed \$35,000
 - CCNA involves a competitive selection process where the qualifications of the design firms are evaluated and rates are negotiated once the highest qualified design firm is determined



SPECIFIC TYPES OF PROCUREMENTS

- External Financial Auditor Services (must be procured in accordance with section 218.391, Florida Statutes)
- Construction (must be public advertised and bid if anticipated to cost more than \$200,000)
- Insurance coverage (competitively procured through broker)
- Professional Consulting Services (CM may select consultant with a distinctive field of expertise without competitive selection if anticipated cost does not exceed \$50,000)



PROCUREMENTS EXEMPT FROM COMPETITION

- Single/Sole Source Purchase – goods and/or services can only be provided by one vendor
- Cooperative Purchase – City participates in State, Federal, or other cooperatively based purchasing efforts
- Other Governmental Contracts (Piggyback) Purchase – must meet Procurement Code and Policy requirements for competitive process and must have separate agreement with the City
- Emergency Purchase - authorized by CM or Commission due to a true emergency as set forth in the Procurement Code
- Waiver - City Manager or City Commission may authorize a waiver of competitive selection procedure in exceptional situations



ASSISTANCE TO LOCAL BUSINESSES

- Local preference is provided under the Procurement Code to a local business with a physical address within the City (per a valid Business License)
 - The codified preference is provided in an IFB if the local business is determined to be a responsible and responsive bidder and the local business' bid is determined to be within five (5) percent or fifteen thousand dollars (\$15,000.00), whichever is less, of the lowest, responsible and responsive bid
 - Does not apply where prohibited by law, contract or other regulation
 - Staff is encouraged to use local businesses for small purchases



ASSISTANCE TO SMALL BUSINESSES

- Small business preference is provided under the Procurement Code to a small business as certified with the County or another municipality
 - The codified preference is provided in an IFB where the small business is determined to be a responsible and responsive bidder and the small business' bid is determined to be within five (5) percent or fifteen thousand dollars (\$15,000.00), whichever is less, of the lowest, responsible and responsive bid
 - Does not apply where prohibited by law, contract or other regulation
 - Staff is encouraged to use small businesses for small purchases
 - Local preference takes precedence over small business preference in a best value determination



QUESTIONS

**MINUTES
CITY OF LAKE WORTH BEACH
REGULAR CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, JUNE 1, 2021 - 6:00 PM**

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

ROLL CALL: (0:17) Present were Mayor Betty Resch; Vice Mayor Herman Robinson and Commissioners Sarah Malega, Christopher McVoy and Kimberly Stokes. Also present were City Manager Michael Bornstein, City Attorney Glen Torcivia and City Clerk Deborah M. Andrea.

INVOCATION OR MOMENT OF SILENCE: (0:38) led by Vice Mayor Herman Robinson.

PLEDGE OF ALLEGIANCE: (1:02) led by Commissioner Sarah Malega.

AGENDA - Additions/Deletions/Reordering: (1:27)

New Business Item E was moved to the June 15, 2021 regular city commission meeting and New Business Item D was reordered to New Business Item A, thereby reordering New Business A to B, B to C and C to D.

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

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

PRESENTATIONS: (2:27) (there is no public comment on Presentation items)

- A. PBSO update by Captain Todd Baer (2:33)
- B. Recognition of Lake Worth High School graduates (25:00)
- C. Proclamation declaring June 2021 as Pride Month (33:09)
- D. Proclamation declaring June 1-5, 2021 as Code Enforcement Week (35:08)
- E. Proclamation declaring June 2021 as Gun Violence Awareness Month (40:01)

COMMISSION LIAISON REPORTS AND COMMENTS: (47:00)

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA: (1:02:06)

APPROVAL OF MINUTES: (1:16:09)

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

- A. Work Session - May 11, 2021

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

CONSENT AGENDA: (1:16:35) (public comment allowed during Public Participation of Non-Agendaed items)

Action: Motion made by Commissioner Malega and seconded by Commissioner McVoy to approve the Consent Agenda.

- A. Task Order No. 7 with RADISE International, LC for geotechnical engineer services for Test Wells 17B and 18B Project
- B. Change Order 03 to R&D Paving, LLC for the Park of Commerce Phase 2 Project
- C. Standard Insurance Policies for FY 2021/22 Employee Health and Welfare Benefits
- D. Ratification of appointments and reappointments to various Advisory Boards

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

PUBLIC HEARINGS:
There were no Public Hearings on the agenda.

UNFINISHED BUSINESS: (1:17:05)

- A. Temporary Downtown Sidewalk Cafés

Action: Motion made by Commissioner Malega and seconded by Commissioner Stokes to close the downtown temporary outdoor dining on July 9, 2021.

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

NEW BUSINESS: (1:24:20)

- A. (moved from New Business D) Approval of Interim City Manager Contract (1:24:52)

Action: Motion made by Vice Mayor Robinson and seconded by Commissioner Malega to approve Approval of Interim City Manager Contract.

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

- B. (reordered from New Business A) US-1 Multimodal Corridor Study (1:26:00)

Action: Motion made by Commissioner McVoy and seconded by Commissioner Stokes to approve proceeding with the traffic study process by allowing staff to begin FDOT coordination to further illustrate the impacts of lane repurposing on current and future vehicle congestion with the understanding that staff will be bringing the final study results back to the Commission in the form of a presentation at a later date.

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

- C. (reordered from New Business B) Resolution No. 29-2021 and Subordination of Utility Interests with Florida Department of Transportation (FDOT) for I-95 at 6th Avenue South Interchange roadway project (2:02:21)

City Attorney Torcivia did not read the resolution.

RESOLUTION NO. 29-2021, A RESOLUTION OF THE CITY OF LAKE WORTH BEACH, FLORIDA, SUBORDINATING THE CITY'S UTILITY INTERESTS IN CERTAIN LANDS NECESSARY FOR HIGHWAY PURPOSES TO THE INTERESTS OF THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE SUBORDINATION OF CITY UTILITY INTERESTS AGREEMENT ON BEHALF OF THE CITY; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES

Action: Motion made by Vice Mayor Robinson and seconded by Commissioner Malega to approve Resolution 29-2021 and Subordination of Utility Interests with Florida Department of Transportation (FDOT) for I-95 at 6th Avenue South roadway project.

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

- D. (reordered from New Business C) Resolution No. 30-2021 for the purchase and sale of City property to the Florida Department of Transportation (FDOT) for the 6th Avenue South Interchange roadway project (2:04:57)

City Attorney Torcivia did not read the resolution.

RESOLUTION NO. 30-2021 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE PURCHASE AGREEMENT, DEED, RESERVATION OF UTILITY EASEMENT AND SUBORDINATION OF CITY UTILITY INTERESTS AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION; PROVIDING FOR AUTHORIZATION TO EXECUTE OTHER DOCUMENTS REASONABLY NECESSARY TO EFFECTUATE THE PURPOSE OF THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES

Action: Motion made by Commissioner Malega and seconded by Vice Mayor Robinson to approve Resolution No. 30-2021 for the purchase and sale of City property to the Florida Department of Transportation (FDOT) for the 6th Avenue South Interchange roadway project.

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

- E. (moved to June 15, 2021) Ordinance No. 2021-04 – First Reading – An ordinance of the City Commission of the City of Lake Worth Beach, FL, amending the Official Zoning Map

by approving the creation of a Mixed Use Planned Development, located at 1715 North Dixie Highway

- F. Ordinance No. 2021-03 – First Reading – An ordinance of the City Commission of the City of Lake Worth Beach, Florida, amending the Official Zoning Map by approving the creation of a Residential Urban Planned Development District, located at 3300 Boutwell Road (2:17:30)

City Attorney Torcivia read the ordinance by title only.

ORDINANCE NO. 2021-03 AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING THE OFFICIAL ZONING MAP BY APPROVING THE CREATION OF A RESIDENTIAL URBAN PLANNED DEVELOPMENT DISTRICT, LOCATED AT 3300 BOUTWELL ROAD CONSISTING OF APPROXIMATELY 4.746 ACRES AS MORE PARTICULARLY DESCRIBED IN EXHIBIT A, LOCATED WITHIN THE MIXED USE – WEST (MU-W) ZONING DISTRICT WITH A FUTURE LAND USE DESIGNATION OF MIXED USE – WEST (MU-W) SUBJECT TO SPECIFIC DEVELOPMENT STANDARDS SET FORTH IN EXHIBIT B AND CONDITIONS OF APPROVAL SET FORTH IN EXHIBIT C; APPROVING A DEVELOPMENT OF SIGNIFICANT IMPACT; APPROVING A CONDITIONAL USE PERMIT; APPROVING DENSITY AND HEIGHT BONUS INCENTIVES THROUGH THE CITY’S SUSTAINABLE BONUS INCENTIVE PROGRAM; APPROVING THE TRANSFER OF DEVELOPMENT RIGHTS TO OBTAIN AN ADDITIONAL 4.7 UNITS PER ACRE; APPROVING A MAJOR SITE PLAN FOR THE CONSTRUCTION OF A 200-UNIT RESIDENTIAL URBAN PLANNED DEVELOPMENT; PROVIDED FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE

Action: Motion made by Commissioner Malega and seconded by Commissioner Stokes to approve Ordinance No. 2021-03 on first reading and to schedule the second reading and public hearing for June 15, 2021.

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

- G. Discussion regarding the city commission's priorities brought forth by Vice Mayor Herman Robinson (3:35:38)

Action: Motion made by Commissioner McVoy and seconded by Commissioner Malega to extend the meeting.

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

CITY ATTORNEY'S REPORT: (4:00:00)

CITY MANAGER'S REPORT: (4:01:22)

UPCOMING MEETINGS AND WORK SESSIONS:

ADJOURNMENT: (4:17:24)

Action: Motion made by Commissioner Malega and seconded by Vice Mayor Robinson to adjourn the meeting at 10:17 PM.

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

ATTEST:

Betty Resch, Mayor

Melissa Ann Coyne, City Clerk

Minutes Approved: August 17, 2021

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

**MINUTES
CITY OF LAKE WORTH BEACH
CITY COMMISSION BUDGET WORK SESSION #1
CITY HALL COMMISSION CHAMBER
THURSDAY, JUNE 3, 2021 - 6:00 PM**

The meeting was called to order by Mayor Resch on the above date at 6:00 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

ROLL CALL: (0:37) Present were Mayor Betty Resch; Vice Mayor Herman Robinson and Commissioners Sarah Malega, Christopher McVoy and Kimberly Stokes. Also present were City Manager Michael Bornstein and City Clerk Deborah M. Andrea.

UPDATES / FUTURE ACTION / DIRECTION: (3:53)

A. FY 2022 Budget Work Session # 1 Capital Plan Presentation

ADJOURNMENT: (3:06:20)
The meeting adjourned at 7:35 PM.

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

Minutes Approved: August 17, 2021

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

**MINUTES
CITY OF LAKE WORTH BEACH
SPECIAL CITY COMMISSION MEETING
CHARTER REVIEW COMMITTEE INTERVIEWS
CITY HALL COMMISSION CHAMBER
TUESDAY, JUNE 15, 2021 - 5:00 PM**

The meeting was called to order by Mayor Resch on the above date at 5:04 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

ROLL CALL: (00:21) Present were Mayor Betty Resch; Vice Mayor Robinson and Commissioners Sarah Malega, Christopher McVoy and Kimberly Stokes. Also present were Interim City Manager Juan Ruiz, City Attorney Christy L. Goddeau and City Clerk Deborah M. Andrea.

PLEDGE OF ALLEGIANCE: (00:39) led by Commissioner Kimberly Stokes.

UNFINISHED BUSINESS: (1:00)

A. Appointments to the Charter Review Committee

ADJOURNMENT: (43:20)

The meeting adjourned at 5:48 PM.

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

Minutes Approved: August 17, 2021

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

**MINUTES
CITY OF LAKE WORTH BEACH
REGULAR CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, JUNE 15, 2021 - 6:00 PM**

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

ROLL CALL: (56:48) Present were Mayor Betty Resch; Vice Mayor Herman Robinson and Commissioners Sarah Malega, Christopher McVoy and Kimberly Stokes. Also present were Interim City Manager Juan Ruiz, City Attorney Glen Torcivia and City Clerk Deborah M. Andrea.

INVOCATION OR MOMENT OF SILENCE: (57:07) led by Commissioner Sarah Malega.

PLEDGE OF ALLEGIANCE: (57:37) led by Vice Mayor Herman Robinson.

AGENDA - Additions/Deletions/Reordering: (57:53)

Consent Agenda A, Proclamation declaring June 27, 2021 as HIV Testing Day, was moved to Presentation G. Commission Liaison Reports and Comments was moved to the end of the meeting before City Attorney's Report and New Business J was reordered to New Business A; all subsequent New Business items were reordered by one letter.

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

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

PRESENTATIONS: (59:49) (there is no public comment on Presentation items)

- A. Legislative update by Senator Lori Berman, Rep. Mike Caruso and Rep. Omari Hardy (59:54)
- B. Presentation by Dan Burden of Blue Zones, LLC regarding mini roundabouts on Federal Highway (1:29:27)
- C. Final Update on the Climate Change Vulnerability Assessment (1:37:39)
- D. Presentation on evictions by Daniel Morgan of Lake Worth 4 All (1:57:27)
- E. Proclamation declaring June 2021 as PTSD Awareness Month (2:08:15)
- F. Proclamation recognizing June 19, 2021 as Juneteenth (2:15:13)
- G. (moved from Consent A) Proclamation declaring June 27, 2021 as HIV Testing Day (2:17:54)

(moved to follow New Business) **COMMISSION LIAISON REPORTS AND COMMENTS:**

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA: (2:22:50)

APPROVAL OF MINUTES:

There were no minutes on the agenda.

CONSENT AGENDA: (2:39:54) (public comment allowed during Public Participation of Non-Agendaed items)

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

- A. (moved to Presentation G) Proclamation declaring June 27, 2021 as HIV Testing Day
- B. Resolution No. 32-2021 - directing the development of a preliminary assessment roll for non-ad valorem assessments for lot clearing and boarding and securing costs
- C. Ratification of appointment to the Library Advisory Board
- D. Resolution No. 36-2021 - approving the submission of an application for the Institute of Museum and Library Services American Rescue Plan Grant (ARP-FY21)

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

PUBLIC HEARINGS:

- A. Ordinance No. 2021-03 – Second Reading (Quasi-judicial) – amending the Official Zoning Map by approving the creation of a Residential Urban Planned Development District, located at 3300 Boutwell Road (2:40:49)

City Attorney Torcivia read the ordinance by title only.

ORDINANCE NO. 2021-03 AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING THE OFFICIAL ZONING MAP BY APPROVING THE CREATION OF A RESIDENTIAL URBAN PLANNED DEVELOPMENT DISTRICT, LOCATED AT 3300 BOUTWELL ROAD CONSISTING OF APPROXIMATELY 4.746 ACRES AS MORE PARTICULARLY DESCRIBED IN EXHIBIT A, LOCATED WITHIN THE MIXED USE – WEST (MU-W) ZONING DISTRICT WITH A FUTURE LAND USE DESIGNATION OF MIXED USE – WEST (MU-W) SUBJECT TO SPECIFIC DEVELOPMENT STANDARDS SET FORTH IN EXHIBIT B AND CONDITIONS OF APPROVAL SET FORTH IN EXHIBIT C; APPROVING A DEVELOPMENT OF SIGNIFICANT IMPACT; APPROVING A CONDITIONAL USE PERMIT; APPROVING DENSITY AND HEIGHT BONUS INCENTIVES THROUGH THE CITY’S SUSTAINABLE BONUS INCENTIVE PROGRAM; APPROVING THE TRANSFER OF DEVELOPMENT RIGHTS TO OBTAIN AN ADDITIONAL 4.7 UNITS PER ACRE; APPROVING A MAJOR SITE PLAN FOR THE CONSTRUCTION OF A 200-UNIT RESIDENTIAL URBAN PLANNED DEVELOPMENT; PROVIDED FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE

Action: Motion made by Commissioner Malega and seconded by Mayor Resch (passed the gavel to Vice Mayor Robinson) to approve Ordinance No. 2021-03 amending the Official Zoning Map by approving the creation of a Residential Urban Planned Development District, located at 3300 Boutwell Road.

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

UNFINISHED BUSINESS: (3:35:40)

A. Resolution No. 34-2021 – Amending the Charter Review Committee Resolution (3:35:47)

City Attorney Torcivia did not read the resolution.

RESOLUTION NO. 34-2021 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING THE CHARTER REVIEW COMMITTEE TO PROVIDE FOR AN INCREASE IN COMMITTEE MEMBERSHIP AND FOR OTHER PURPOSES; AND PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS AND FOR AN EFFECTIVE DATE

Action: Motion made by Commissioner McVoy and seconded by Commissioner Malega to approve Resolution No. 34-2021 – amending the Charter Review Committee Resolution to change section 3 from 5 members to 13 members and change the deadlines in section 4 to April 15, 2022 for the November 2022 election.

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

B. Appointment of Charter Review Committee Members (3:48:23)

Action: Motion made by Commissioner Malega and seconded by Vice Mayor Robinson to approve Wes Blackman, Joyce Brown, Jerri LeAnn Clairday, Anthony Gallegos, Sam Goodstein, Daniel Morgan, William Munro, Debra Robert, Upendo Shabazz, Zade Shamsi-Basha, Ramsay Stevens, Barbara White and Dave Wilson as the members of the Charter Review Committee.

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

C. City of Lake Worth Beach Food Drive (3:50:08)

Action: Motion made by Commissioner Malega and seconded by Commissioner McVoy to approve ending the food drive as of June 30, 2021.

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

NEW BUSINESS: (4:10:05)

A. (reordered from New Business J) Resolution No. 35-2021 requesting that the U.S. Army Corps of Engineers take a number of planning and operational steps to reduce the likelihood of HAB toxins reaching the Lake Worth Lagoon (4:10:22)

City Attorney Torcivia did not read the resolution.

RESOLUTION NO. 35-2021 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, REQUESTING THE U.S. ARMY CORPS OF ENGINEERS TO EXPLICITLY INCLUDE THE LAKE WORTH LAGOON AS A “NORTHERN ESTUARY” IN THEIR PLANNING; TO EXPLICITLY CONSIDER THE HEALTH AND SAFETY RISKS OF ALL SPECIES OF HARMFUL ALGAE BLOOMS, INCLUDING MICROCYSTIS AND CYLINDROSPERMOPSIS, TO THE NORTHERN ESTUARIES OF THE CALOOSAHATCHEE, ST. LUCIE AND THE LAKE WORTH LAGOON; AND, TO EXPEDITE STEPS NEEDED TO INCREASE SOUTHWARD FLOW OF APPROPRIATELY CLEANED LAKE OKEECHOBEE WATER TO THE EVERGLADES; PROVIDING FOR THE POSTING OF WARNING SIGNS ALONG THE LAKE WORTH LAGOON WITHIN THE CITY; PROVIDING FOR THE CALL FOR ADDITIONAL RESEARCH AND A RECOMMENDATION OF REGIONAL REDUCTION IN GLYPHOSATE USAGE; AND PROVIDING FOR AN EFFECTIVE DATE

Action: Motion made by Vice Mayor Robinson and seconded by Commissioner Malega to approve Resolution No. 35-2021 requesting that the U.S. Army Corps of Engineers take a number of planning and operational steps to reduce the likelihood of HAB toxins reaching the Lake Worth Lagoon.

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

B. Agreement with B&B Underground Construction, Inc. for construction of the District 1 Year 4 Construction Project of the Neighborhood Road Program (4:12:49)

Action: Motion made by Commissioner Malega and seconded by Commissioner McVoy to approve the Agreement with B&B Underground Construction, Inc. for construction of the District 1 Year 4 Construction Project of the Neighborhood Road Program.

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

C. Task Order No. 11 with Mock-Roos and Associates, Inc. for construction phase services in District 1 Year 4 Construction Project of the Neighborhood Road Program (4:16:19)

Action: Motion made by Commissioner McVoy and seconded by Vice Mayor Robinson to approve Task Order No. 11 with Mock-Roos and Associates, Inc. for construction phase services in District 1 Year 4 Construction Project of the Neighborhood Road Program.

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

D. Ordinance No. 2021-04 – First Reading (Quasi-judicial) – amending the Official Zoning Map by approving the creation of a Mixed Use Planned Development, located at 1715 North Dixie Highway (4:17:14)

City Attorney Torcivia read the ordinance by title only.

ORDINANCE NO. 2021-04 – AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING THE OFFICIAL ZONING MAP BY APPROVING THE CREATION OF A MIXED USE URBAN PLANNED DEVELOPMENT DISTRICT, LOCATED AT 1715 NORTH DIXIE HIGHWAY CONSISTING OF APPROXIMATELY 2.29 ACRES AS MORE PARTICULARLY DESCRIBED IN EXHIBIT A, LOCATED WITHIN THE MIXED USE – DIXIE HIGHWAY (MU-DH) ZONING DISTRICT WITH A FUTURE LAND USE DESIGNATION OF MIXED USE – EAST (MU-E) SUBJECT TO SPECIFIC DEVELOPMENT STANDARDS SET FORTH IN EXHIBIT B AND CONDITIONS OF APPROVAL SET FORTH IN EXHIBIT C; APPROVING A DEVELOPMENT OF SIGNIFICANT IMPACT; APPROVING A CONDITIONAL USE PERMIT; APPROVING DENSITY AND HEIGHT BONUS INCENTIVES THROUGH THE CITY’S SUSTAINABLE BONUS INCENTIVE PROGRAM; APPROVING THE TRANSFER OF DEVELOPMENT RIGHTS TO OBTAIN AN ADDITIONAL 10 UNITS PER ACRE; APPROVING A MAJOR SITE PLAN FOR THE CONSTRUCTION OF A 127-UNIT MIXED USE URBAN PLANNED DEVELOPMENT; PROVIDED FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE

Action: Motion made by Vice Mayor Robinson and seconded by Commissioner Malega to extend the meeting until 11 PM.

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

Action: Motion made by Commissioner Malega and seconded by Vice Mayor Robinson to continue the item to the July 20, 2021 regular meeting.

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

- E. Ordinance No. 2021-07 – First Reading (Quasi-judicial) – amending the Official Zoning Map by approving the creation of a Residential Urban Planned Development on 10th Avenue North, between North E Street and North F Street (6:15:36)

City Attorney Torcivia read the ordinance by title only.

ORDINANCE NO. 2021-07 – AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING THE OFFICIAL ZONING MAP BY APPROVING THE CREATION OF A RESIDENTIAL URBAN PLANNED DEVELOPMENT DISTRICT, LOCATED ON THE NORTH SIDE OF 10TH AVENUE NORTH BETWEEN NORTH E STREET AND NORTH F STREET, CONSISTING OF APPROXIMATELY 0.71 ACRES AS MORE PARTICULARLY DESCRIBED IN EXHIBIT A, LOCATED WITHIN THE MIXED USE - EAST (MU-E) ZONING DISTRICT WITH A FUTURE LAND USE DESIGNATION OF MIXED USE – EAST (MU-E) SUBJECT TO SPECIFIC DEVELOPMENT STANDARDS SET FORTH IN EXHIBIT B AND CONDITIONS OF APPROVAL SET FORTH IN EXHIBIT C; APPROVING A CONDITIONAL USE PERMIT; APPROVING DENSITY BONUS

INCENTIVES THROUGH THE CITY'S SUSTAINABLE BONUS INCENTIVE PROGRAM; APPROVING A MAJOR SITE PLAN FOR THE CONSTRUCTION OF A 24-UNIT RESIDENTIAL URBAN PLANNED DEVELOPMENT; APPROVING A RIGHT-OF-WAY ABANDONMENT; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE

Action: Motion made by Commissioner McVoy and seconded by Vice Mayor Robinson to approve Ordinance No. 2021-07 on first reading with an added fence and hedge, modified lighting, looking at the dumpster enclosures, the addition of security cameras and doorbells and to schedule the second reading and public hearing for July 20, 2021.

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

F. Resolution No. 33-2021 - Intent to abandon an approximately 10-foot-wide section of public right-of-way (alley) located on the north side of 10th Avenue North between North E Street and North F Street (6:40:50)

City Attorney Torcivia did not read the resolution.

RESOLUTION NO. 33-2021 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, DECLARING THE INTENTION OF THE CITY COMMISSION TO CONSIDER THE ABANDONMENT OF AN APPROXIMATELY 10 FOOT WIDE RIGHT-OF-WAY LAYING BETWEEN LOTS 1, 2, 3, 14, 15, & 16, BLOCK 318 IN THE TOWNSITE OF LUCERNE, (N/K/A LAKE WORTH BEACH) ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGES 29 TO 40 INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND REVERTING BACK TO THE PROPERTY OWNER OF SAID ABUTTING PROPERTIES (PCN: 38-43-44-21-15-318-0010, 38-43-44-21-15-318-0150, 38-43-44-21-15-318-0140, AND 38-43-44-21-15-318-0160) LOCATED ALONG THE EAST AND WEST LINES OF THE RIGHT-OF-WAY, AS DESCRIBED HEREIN; SETTING A PUBLIC HEARING TO HEAR AND CONSIDER OBJECTIONS TO AND PROTESTS AGAINST THE PROPOSED ABANDONMENT; PROVIDING AN EFFECTIVE DATE

Action: Motion made by Commissioner McVoy and seconded by Commissioner Malega to approve Resolution No. 33-2021 - Intent to abandon an approximately 10-foot-wide section of public right-of-way (alley) located on the north side of 10th Avenue North between North E Street and North F Street.

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

G. Resolution No. 31-2021 - amending page 198 of the City's Historic Preservation Design Guidelines to allow Low-E coatings with a minimum visible light transmittance (VLT) of 60% for glazing in the historic districts (6:41:55)

City Attorney Torcivia did not read the resolution.

RESOLUTION NO. 31-2021 OF THE CITY OF LAKE WORTH BEACH, FLORIDA,

AMENDING HISTORIC PRESERVATION DESIGN GUIDELINES AS A SUPPLEMENT TO THE HISTORIC PRESERVATION ORDINANCE AND PROVIDING FOR AN EFFECTIVE DATE

Action: Motion made by Commissioner Malega and seconded by Vice Mayor Robinson to continue the item to the July 20, 2021 regular meeting.

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

H. Task Order No.4 with Power Engineers, Inc., to provide engineering design and construction support services for the City's 26kV distribution under-build circuit on the new 138kV FP&L Tie-Line (6:42:42)

Action: Motion made by Commissioner Malega and seconded by Commissioner McVoy to approve Task Order No.4 with Power Engineers, Inc., to provide engineering design and construction support services for the City's 26kV distribution under-build circuit on the new 138kV FP&L Tie-Line.

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

I. Second Amendment to Task Order No. 1 with E.C. Fennell, PA to complete relay, protection and controls engineering design services for the 7th Ave North Substation (6:42:56)

Action: Motion made by Vice Mayor Robinson and seconded by Commissioner McVoy to approve the Second Amendment to Task Order No. 1 with E.C. Fennell, PA to complete relay, protection and controls engineering design services for the 7th Ave North Substation.

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

J. Discussion by Commissioner Stokes on creating an Education Committee (6:43:38)

Action: Motion made by Commissioner Malega and seconded by Commissioner McVoy to open the applications online for the Education Task Force with a deadline for submission of July 15, 2021 and interviews to be held at a special meeting at 5 PM on July 20, 2021.

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

J. (moved to New Business A) Resolution No. 35-2021 requesting that the U.S. Army Corps of Engineers take a number of planning and operational steps to reduce the likelihood of HAB toxins reaching the Lake Worth Lagoon

(moved from earlier in the meeting) **COMMISSION LIAISON REPORTS AND COMMENTS:** (6:49:25)

CITY ATTORNEY'S REPORT: (6:49:29)

City Attorney Torcivia did not provide a report.

CITY MANAGER'S REPORT: (6:49:37)

Interim City Manager Ruiz did not provide a report.

UPCOMING MEETINGS AND WORK SESSIONS:

ADJOURNMENT: (6:49:42)

Action: Motion made by Commissioner Stokes and seconded by Commissioner Malega to adjourn the meeting at 11:54 PM.

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

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

Minutes Approved: August 17, 2021

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

**MINUTES
CITY OF LAKE WORTH BEACH
SPECIAL CITY COMMISSION MEETING - EVICTIONS
CITY HALL COMMISSION CHAMBER
TUESDAY, JUNE 29, 2021 - 5:30 PM**

The meeting was called to order by Mayor Resch on the above date at 5:34 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

ROLL CALL: (0:01) Present were Mayor Betty Resch; Vice Mayor Robinson and Commissioners Sarah Malega, Christopher McVoy (via Zoom) and Kimberly Stokes. Also present were Interim City Manager Juan Ruiz, City Attorney Glen Torcivia and Deputy City Clerk Melissa Ann Coyne.

PLEDGE OF ALLEGIANCE: (0:18) led by Commissioner Sarah Malega who also asked for a moment of silence for the victims and rescuers of the condo in Surfside.

NEW BUSINESS: (1:18)

A. Discussion regarding ending of eviction moratorium brought forth by Commissioner Stokes

ADJOURNMENT: (42:17)

Action: Motion made by Commissioner Malega and seconded by Vice Mayor Robinson to adjourn the meeting at 5:55 PM.

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

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

Minutes Approved: August 17, 2021

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

**MINUTES
CITY OF LAKE WORTH BEACH
CITY COMMISSION BUDGET WORK SESSION #2
CITY HALL COMMISSION CHAMBER
WEDNESDAY, JUNE 30, 2021 - 5:00 PM**

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

ROLL CALL: (0:05) Present were Mayor Betty Resch; Vice Mayor Herman Robinson and Commissioners Sarah Malega, Christopher McVoy (via Zoom) and Kimberly Stokes. Also present were Interim City Manager Juan Ruiz and Deputy City Clerk Melissa Ann Coyne.

UPDATES / FUTURE ACTION / DIRECTION: (1:08)

A. Fiscal Year 2022 Budget - General Fund and Governmental Fund Budgets

ADJOURNMENT: (3:46:09)
The meeting adjourned at 8:49 PM.

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

Minutes Approved: August 17, 2021

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

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: August 17, 2021

DEPARTMENT: Commission

TITLE:

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

SUMMARY:

As part of the American Rescue Plan Act of 2021, the City will be receiving Coronavirus State and Local Fiscal Recovery Funds. The initial deposit of the funds is expected before the end of Fiscal Year 2021. The eviction moratorium sunseted on July 31, 2021. The City would like to enter into a contract for legal aid eviction support to benefit of Lake Worth Beach residents using a portion of these funds.

BACKGROUND AND JUSTIFICATION:

The Federal Centers for Disease Control and Prevention (CDC) issued an order that went into effect September 4, 2020. The final extension expired on July 31, 2021.

The City is seeking to engage in a contractual partnership to benefit Lake Worth Beach residents in need of legal representation and services for eviction prevention. The use of funds was approved unanimously at the August 3, 2021 commission meeting. The item is to ratify the contract with the Legal Aid Society of PBC, Inc. which was submitted after the previous packet was published.

MOTION:

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

ATTACHMENT(S):

Fiscal Impact Analysis
Agreement

**CITY OF LAKE WORTH BEACH
SUB-GRANT AGREEMENT**

THIS AGREEMENT (“Agreement”) is made as of the _____ day of _____, 2021, by and between the **City of Lake Worth Beach**, a Florida Municipal Corporation, whose mailing address is 7 North Dixie Highway, Lake Worth Beach, Florida 33460 (“City”) and **Legal Aid Society of Palm Beach County, Inc.**, a not for profit corporation authorized to do business in the State of Florida, whose mailing address is 423 Fern Street, Suite 200, West Palm Beach, Florida 33401 (“Legal Aid”), whose Federal Tax ID is 59-6046994.

WHEREAS, on _____, 2021, the American Rescue Plan Act of 2021 (Public Law No. 117-2) (“ARPA”) was enacted into law; and

WHEREAS, on _____, 2021, the City was notified that it will receive funding to implement ARPA; and

WHEREAS, the City has decided to contract with Legal Aid, as a sub-grantee under ARPA, to provide assistance to tenants who reside in Lake Worth Beach Beach and who are at risk of being evicted; and

WHEREAS, Legal Aid has agreed to be a sub-recipient of ARPA funds from the City and to properly account for the expenditure of said funds.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the City and Legal Aid agree as follows:

SECTION 1 – SCOPE OF SERVICES

Legal Aid agrees to provide legal assistance services under the American Rescue Plan (ARPA) to eligible Lake Worth Beach Beach tenants experiencing the risk of eviction and/or homelessness, as set forth in the attached 2021 Tenant Legal Assistance Program Scope of Work and Services (Exhibit “A”).

SECTION 2 – COMPENSATION

The City will pay Legal Aid \$500 for each unit of unduplicated eviction representation for tenants for ARPA eligible Lake Worth Beach Beach residents, up to a total of 75 units.

The total compensation to be paid to Legal Aid under this Agreement (including all amendments thereto) shall not exceed \$50,000 unless an amendment to this Agreement is approved by the City Commission and executed by the Mayor and City Clerk. However, this is a non-exclusive Agreement and the City does not guarantee any level or amount of services hereunder or that the City will not terminate this Agreement before all services are utilized.

SECTION 3 – TERMINATION

Either the City or the Legal Aid may terminate this Agreement at any time upon written notice to the other. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination.

SECTION 4 – SUB-GRANTEE’S OBLIGATIONS

As an ARPA Sub-Grantee, Legal Aid agrees to comply with ARPA Rules, Regulations and Requirements. Any and all notifications, reports or other documentation shall be prepared and timely submitted to the City in order for the City to timely provide such notifications, reports or other documentation to comply with ARPA. All terms and conditions of ARPA Funding applicable to the City are applicable and enforceable by the City against Legal Aid.

The Project is being funded in whole or in part by the American Rescue Plan Act. The parties anticipate that the City will be entering into a contract for the ARPA funds, which includes the Requirements for Federally Funded Projects (“Grant Agreement”). Legal Aid shall abide by all requirements and obligations imposed on the City under the Grant Agreement. This includes, but is not limited to, Legal Aid abiding by all federal requirements; conditions of payment; reports; audits; prior written approvals; termination; and, all requirements in the Requirements for Federally Funded Projects. If the Grant Agreement is terminated for any reason, this Contract and the Contract Documents will also be terminated unless agreed in writing by the City and Legal Aid to be extended

Provide any additional activity information or statistics that may be requested by the City or to comply with ARPA.

SECTION 5 – REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise.

SECTION 6 – WAIVER OF JURY TRIAL AND ENFORCEMENT COSTS

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

If any legal action or other proceeding is brought for the enforcement of the Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of the Agreement, the parties agree that each party shall be responsible for its own attorney’s fees.

SECTION 7 - AUTHORITY TO PRACTICE

Legal Aid hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner and in accordance with applicable law. Proof of such licenses and approvals shall be submitted to the City upon request.

SECTION 8 – SEVERABILITY

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

SECTION 9 - PUBLIC ENTITY CRIMES

As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the Agreement, Legal Aid certifies that it, its affiliates, suppliers, subcontractors and any other entity who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.

SECTION 10 - ENTIRETY OF CONTRACTUAL AGREEMENT

The City and Legal Aid agree that this Agreement sets forth the entire contract between the parties with respect to the Scope of Services described in Section 1, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 11 – WAIVER

Failure of either party to enforce or exercise any right(s) under the Agreement shall not be deemed a waiver of either party’s right to enforce or exercise said right(s) at any time thereafter.

SECTION 12 – COMPLIANCE

Each of the parties agrees to perform its obligations under the Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties’ performance of the Agreement. In the event that either party becomes aware of a possible violation of law, regulation or administrative instruction that might affect the validity or legality of the services provided under the Agreement, such party shall immediately notify the other party and the parties shall agree on appropriate corrective action. In the event either party becomes aware that any investigation or proceeding has been initiated with respect to any of the services provided hereunder, such party shall immediately notify the other party.

SECTION 13 – EFFECTIVENESS, COUNTERPARTS AND PALM BEACH COUNTY IG

This Agreement shall not become effective until approved by the City Commission. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding on the City and Legal Aid at such time as both have executed a counterpart of this Agreement.

In accordance with Palm Beach County ordinance number 2011-009, this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. Legal Aid should review Palm Beach County ordinance number 2011-009 in order to be aware of its rights and/or obligations under such ordinance and as applicable.

SECTION 14 – INDEPENDENT CONTRACTOR

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

SECTION 15 –INVOICING

Legal Aid shall render monthly invoices to the City for services that have been rendered in conformity with this Agreement in the previous month. Invoices shall be submitted by the 10th day of the Month. Invoices will normally be paid within thirty (30) days following the City’s receipt of Legal Aid’s invoice.

All invoices must be submitted to the Financial Services Department, 7 North Dixie Highway, Lake Worth Beach, FL 33460, on a monthly basis for review and approval prior to payment. Invoices should be itemized to specifically and concisely identify each task performed and should reflect the actual time spent on each task.

SECTION 16 - INSURANCE

The Legal Aid shall maintain during the term of this Agreement all insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than “excellent” by A.M. Best or as mutually agreed upon by the City and the Legal Aid.

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Professional liability/ Errors and Omissions	\$300,000 annual aggregate
Commercial General Liability Insurance	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability (optional /per case basis)	\$1,000,000 combined Single Limit
Workers' Compensation	Must be in accordance with State and Federal Laws (no minimum amount)

Proof of all insurance coverage shall be furnished to the City by way of an endorsement to same or certificate of insurance upon request by the City. The City shall be identified as an "Additional Insured" on general and auto liability. Failure to comply with the foregoing requirements shall not relieve Legal Aid of its liability and obligations under this Agreement.

SECTION 17 – E-VERIFY

Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, Legal Aid shall:

- a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractor (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
- b. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
- c. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the City upon request;
- d. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- e. Be aware that a violation of section 448.09, Florida Statutes (Unauthorized Aliens; Employment Prohibited), shall be grounds for termination of this Agreement; and,
- f. Be aware that if the City terminates this Agreement under Section 448.095(2)(c), Florida Statutes, Legal Aid may not be awarded a contract for at least one (1) year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the City as a result of the termination of the Agreement.

SECTION 18 – SCRUTINIZED COMPANIES

- a. Legal Aid certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole

- option if Legal Aid or any of its subcontractors are found to have submitted a false certification; or if Legal Aid or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.
- b. If this Agreement is for one million dollars or more, Legal Aid certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the City may immediately terminate this Agreement at its sole option if Legal Aid, or any of its subcontractors are found to have submitted a false certification; or if Legal Aid or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.
 - c. Legal Aid agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
 - d. Legal Aid agrees that the certifications in this section shall be effective and relied upon by the City for the term of this Agreement, including any and all renewals.
 - e. Legal Aid agrees that if it or any of its subcontractors' status changes in regards to any certification herein, Legal Aid shall immediately notify the City of the same.
 - f. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

SECTION 19 – PUBLIC RECORDS

Legal Aid shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the City as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- a. Keep and maintain public records required by the City to perform the service.
- b. Upon request from the City's custodian of public records or designee, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Legal Aid does not transfer the records to the City.
- d. Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of Legal Aid or keep and maintain public records required by the City to perform the service. If Legal Aid transfers all public records to the City upon completion of the Agreement, Legal Aid shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Legal Aid keeps and maintains public records upon completion of the Agreement, Legal Aid shall

meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records or designee, in a format that is compatible with the information technology systems of the City.

IF LEGAL AID HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LEGAL AID'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT (561) 586-1662, cityclerk@lakeworthbeachfl.gov, or 7 North Dixie Highway, Lake Worth Beach, FL 33460.

IN WITNESS WHEREOF, the parties hereto have caused this Sub-Grant Agreement to be executed as of the day and year set forth above.

CITY OF LAKE WORTH BEACH

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Bruce T. Miller, Financial Services Director

**LEGAL AID SOCIETY OF PALM BEACH
COUNTY, INC.**

By: _____
Robert A. Bertisch, Executive Director

[Corporate Seal]

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: August 17, 2021

DEPARTMENT: Community Sustainability

TITLE:

Ordinance No. 2021-04 – Second Reading – possible Quasi-judicial – amending the Official Zoning Map by approving the creation of a Mixed Use Planned Development (Deco Green Apartments) located at 1715 North Dixie Highway

SUMMARY:

Deco Green is a 127-unit mixed-use multi-family project being proposed by IBI Group on behalf of OAG Investment 5, LLC. The subject site is a vacant 2.29 acres parcel located on the west side of North Dixie Highway, between 17th and 18th Avenues North as depicted in Exhibit A of the ordinance. The subject project is located inside of the CRA's boundaries, and the project is the result of competitive solicitation process sponsored by the CRA.

The Applicant, IBI Group on behalf of OAG Investment 5, LLC C, is requesting approval of the following:

1. Mixed-Use Urban Planned Development to construct a 127-unit multi-family development with +/-7,450 square feet of commercial space.
2. Development of Significant Impact to construct a residential development in excess of 100 units.
3. Major Site Plan for the development of a new multi-family, mixed-use development in excess of 7,500 square feet.
4. Conditional Use Permit to establish a mixed-use master plan greater than 7,500 square feet.
5. Sustainable Bonus Incentive Program for additional density, intensity and height.
6. Transfer of Development Rights Incentive Program for a 10% increase in residential density.

If approved, the City's official zoning map also will be amended to reflect the establishment of the mixed-use, urban planned development.

BACKGROUND AND JUSTIFICATION:

On May 5, 2021, the Planning and Zoning Board (PZB) recommended that the project be approved by the City Commission with conditions (4-1 vote). At the time, the proposed project had 3 buildings with a large central plaza that was open to the public.

On June 15, 2021, the City Commission voted to continue the first reading on the project for further discussion and identified areas of concern for the applicant to address, including reducing the height of the main building to six (6) stories from seven (7) stories, providing security for the open plaza, reducing the impermeable surface, improving the landscaping, adding more shade trees, eliminating the use of artificial turf, committing to affordable housing, and improving the west elevation of Building 2.

On July 2, 2021, the applicant submitted modifications of the proposed site and landscape plans as well as revised architectural plans, elevations and renderings based on the direction provided

by the City Commission. Buildings 1 and 3 remain three floors in height with a green roof, and each contain 6 dwelling units and +/-3,725 square feet of non-residential use area, including commercial and amenity space. Some of the residential amenities including gym, yoga room, and club room as well as back of house functions have been relocated to the first floor of these buildings. Building 4 (new) was added to allow for the reduction in height of the larger building and to provide the ability to secure the common areas of the project. It also serves as a liner of retail along the Dixie Highway frontage. Building 2 is now six floors in height with a roof terrace and contains 103 dwelling units. Of the total 127 units, 71 will be one bedroom, 48 will be two-bedroom, and 8 will be three-bedroom.

In making these changes, the mix of unit types and uses were adjusted and the parking ratio, pervious surface area and landscaping were improved as well as overall access and security of the site. No waivers are being requested for the revised project. In addition, the applicant aggressively has been seeking County developers, who have affordable units available through the County's Affordable Housing Exchange Program, in order to dedicate a portion of the units as affordable. The project will be constructed in one phase.

On July 20, 2021, the City Commission voted unanimously to approve the project on first reading as revised and presented by the applicant at the meeting. The attached ordinance was updated to reflect the project revisions with a condition of approval requiring a minor site plan amendment prior to the issuance of building permit to allow for a more detailed technical review by staff.

MOTION:

Move to approve/disapprove Ordinance No. 2021-04 amending the Official Zoning Map by approving the creation of a Mixed Use Planned Development (Deco Green Apartments) located at 1715 North Dixie Highway .

ATTACHMENT(S):

Ordinance 2021-04
Staff Analysis Memo to City Commission of Revised Plans 7-2-21
Site Plan Package (Revised 7-2-21)
May 5, 2021 PZB Minutes

ORDINANCE NO. 2021-04 AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING THE OFFICIAL ZONING MAP BY APPROVING THE CREATION OF A MIXED USE URBAN PLANNED DEVELOPMENT DISTRICT, LOCATED AT 1715 NORTH DIXIE HIGHWAY CONSISTING OF APPROXIMATELY 2.29 ACRES AS MORE PARTICULARLY DESCRIBED IN EXHIBIT A, LOCATED WITHIN THE MIXED USE – DIXIE HIGHWAY (MU-DH) ZONING DISTRICT WITH A FUTURE LAND USE DESIGNATION OF MIXED USE – EAST (MU-E) SUBJECT TO SPECIFIC DEVELOPMENT STANDARDS SET FORTH IN EXHIBIT B AND CONDITIONS OF APPROVAL SET FORTH IN EXHIBIT C; APPROVING A DEVELOPMENT OF SIGNIFICANT IMPACT; APPROVING A CONDITIONAL USE PERMIT; APPROVING DENSITY AND HEIGHT BONUS INCENTIVES THROUGH THE CITY’S SUSTAINABLE BONUS INCENTIVE PROGRAM; APPROVING THE TRANSFER OF DEVELOPMENT RIGHTS TO OBTAIN AN ADDITIONAL 10 UNITS PER ACRE; APPROVING A MAJOR SITE PLAN FOR THE CONSTRUCTION OF A 127-UNIT MIXED USE URBAN PLANNED DEVELOPMENT; PROVIDED FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE

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

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

WHEREAS, IBI Group on behalf of Ricard Hernandez of OAG Investment 5 LLC (the applicant) has petitioned the City of Lake Worth Beach (the City) for creation of a Mixed Use Urban Planned Development District to allow for the approval of a 127-unit mixed use development on a site located at 1715 North Dixie Highway (PCN 38-43-44-16-06-014-0010) as further described in Exhibit A (the Property) within the MU-DH Zoning District and the MU-E Future Land Use designation, which, if approved, shall constitute an amendment to the City’s official zoning map; and

WHEREAS, the applicant requests use of the City’s Sustainable Bonus Incentive Program to allow for additional height and density to be considered in conjunction with the applicant’s request for approval for a major site plan for the construction of a residential urban planned development currently known as “Deco Green” that will contain

127 dwelling units and +/-7,450 square feet of commercial space to be constructed on this site;

WHEREAS, the applicant requests use of the City's Transfer Development Rights Program to allow for additional density to be considered in conjunction with the applicant's request for approval for a major site plan for the construction of a mixed use urban planned development currently known as "Deco Green" that will contain 127 dwelling units to be constructed on this site;

WHEREAS, on May 5, 2021, the Lake Worth Beach Planning and Zoning Board (P&Z Board) considered the subject application for a Mixed Use Urban Planned Development District, Development of Significant Impact, Major Site Plan, Conditional Use Permit, Sustainable Bonus Incentive Program, and Transfer of Development Rights and recommended that the City Commission approve the creation of this mixed use urban planned development subject to specific district development standards and certain enumerated conditions; and

WHEREAS, on July 20, 2021, the City Commission unanimously voted to approve on first reading the subject application, as revised on July 2, 2021 by the applicant to address the City Commission's concerns from the June 15, 2021 meeting, for a Mixed Use Urban Planned Development District, Development of Significant Impact, Major Site Plan, Conditional Use Permit, Sustainable Bonus Incentive Program, and Transfer of Development Rights subject to specific district development standards and enumerated conditions herein; and

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

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

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

Section 2. The Mixed Use Urban Planned Development District located within the MU-DH Zoning District with a future land use designation of MU-E, as described more particularly in **Exhibit A**, is hereby approved. This approval includes the approval of the following elements to be known as the Master Development Plan: (a) Residential Urban Planned Development (b) Development of Significant Impact (c) Major Site Plan (d) Sustainable Bonus Incentive Program (e) Conditional Use Permit (f) Transfer of Development Rights; (g) district development standards (**Exhibit B**) (h) conditions of approval (**Exhibit C**); (i) required plans including the site plan, landscape plan, and civil & drainage plans revised 7/2/2021; (j) supplemental supporting documents, as well as all

agreements, provisions and/or covenants which shall govern the use, maintenance, and continued protection of the residential urban planned development and any of its common areas or facilities. The applicant is bound to all elements and requirements of the Master Development Plan.

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

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

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

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

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

Mayor Betty Resch	AYE
Vice Mayor Herman Robinson	AYE
Commissioner Sarah Malega	AYE
Commissioner Christopher McVoy	AYE
Commissioner Kimberly Stokes	AYE

The Mayor thereupon declared this ordinance duly passed on first reading on the 20th day of July, 2021.

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

Mayor Betty Resch
Vice Mayor Herman Robinson
Commissioner Sarah Malega
Commissioner Christopher McVoy
Commissioner Kimberly Stokes

The Mayor thereupon declared this ordinance duly passed on the _____ day of _____, 2021.

LAKE WORTH BEACH CITY COMMISSION

By: _____
Betty Resch, Mayor

ATTEST:

Deborah M. Andrea, CMC, City Clerk

Exhibit A

DEPARTMENT FOR COMMUNITY SUSTAINABILITY, PLANNING, ZONING AND HISTORIC PRESERVATION DIVISION PROPERTY DESCRIPTION FOR PZB CASE No. 21- 00900001

The subject site is a vacant 2.29 acre parcel. The site is located at 1715 North Dixie Highway on the west side of North Dixie Highway, between 17th and 18th Avenues North.

Applicant	IBI Group on behalf of Ricard Hernandez of OAG Investment 5 LLC
Owner	Lake Worth Beach Community Redevelopment Agency
General Location	West side of Dixie Highway between 17 th & 18 th Aves N
Existing PCN Numbers	38-43-44-16-06-014-0010
Existing Land Use	Vacant
Zoning	Mixed Use – Dixie Highway (MU-DH)
Future Land Use Designation	Mixed Use – East (MU-E)

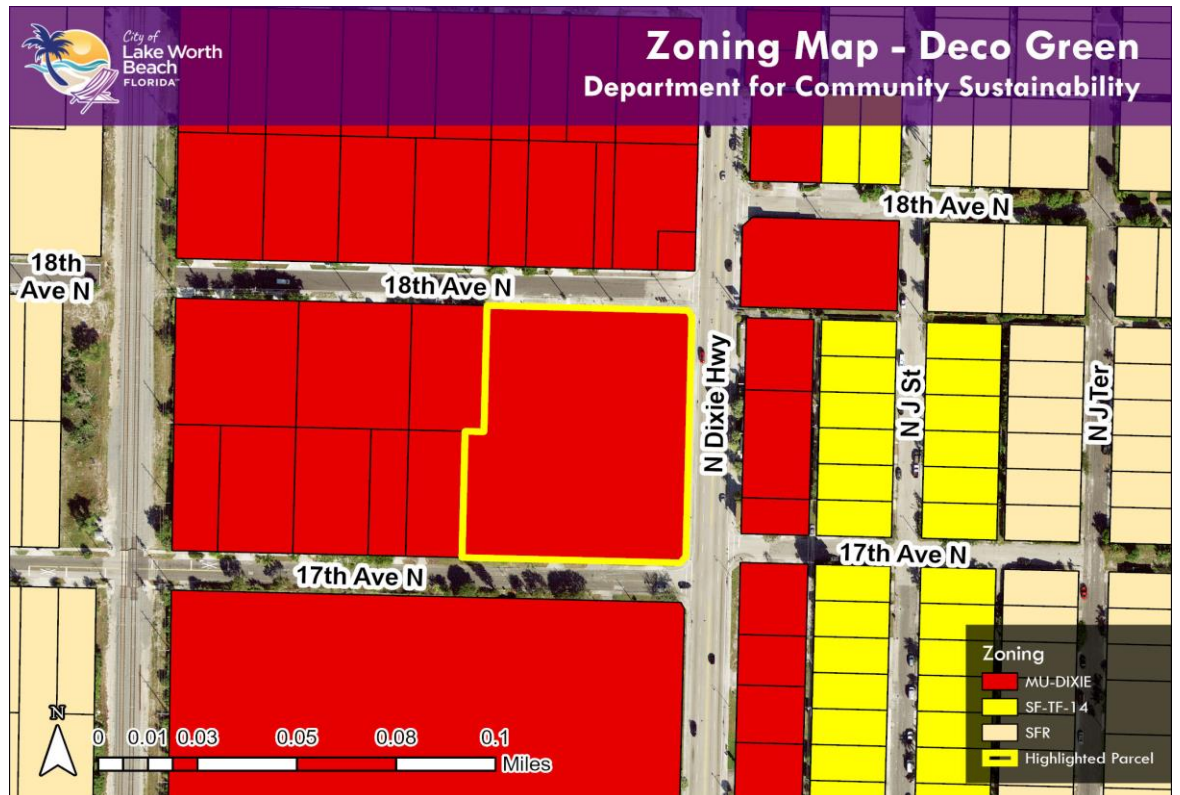


Exhibit B

**DEPARTMENT FOR COMMUNITY SUSTAINABILITY, PLANNING, ZONING AND HISTORIC PRESERVATION DIVISION
DEVELOPMENT STANDARDS FOR PZB CASE No. 21-00900001 (Ordinance 2021-04)**

Development Standard	Base Zoning District	Mixed-Use Urban Planned Development w/ Sustainable Bonus Incentive Program (SBIP) & Transfer of Development Incentive Program (TDIP)	Provided 7/2/21
Lot Size (min) In square feet (sf)	13,000 sf	Greater or equal to 21,780 sf (0.5 acres)	99,914 sf (2.29 acres)
Lot Width (min)	100'	100'	350'
Front (min) (N Dixie Hwy) Setback	20'	20'	Buildings 1, 3, & 4: 18' Building 2: 117'
Rear (min) Setback	15'	15'	Building 1: 180' Building 2: 46.6' Building 3: 206' Building 4: 210'
Side (min) (North and South) Setback	10'	10'	Building 1 & 3: 11.7' Building 2: 28' Building 4: 115'
Maximum Wall Height at Side Setback	30'	45'	Building Height: 37.5'
Impermeable Surface Coverage (maximum)	65%	65%	64.32%
Structure Coverage (max)	45%	45%	41% (40,936 sf)
Living Area (min)	1-bed: 600 sf 2-bed: 750 sf 3-bed: 900 sf	1-bed: 600 sf 2-bed: 750 sf 3-bed: 900 sf	1-bed: 745-816 sf 2-bed: 803-1,160 sf 3-bed: 1,323 sf
Density (max)	20 du/acre (45 units)	55 du/acre (127 units)	55 du/acre (127 units)
Building Height (max)	30'	82.5'	Bldg 1, 3 & 4: 37'6" Bldg 2: 78'2"
Floor Area Ratio (FAR) (max)	1.40	2.325	1.66 (166,514 sf)

Exhibit C

DEPARTMENT FOR COMMUNITY SUSTAINABILITY, PLANNING, ZONING AND HISTORIC PRESERVATION DIVISION CONDITIONS OF APPROVAL FOR PZB CASE No. 21-01400002

Electric Utilities:

1. Prior to the issuance of a building permit,
 - a. Provide the voltage requirements of the three buildings proposed on the site. Building 2 will need to be three-phase since a single-phase transformer cannot handle the load of the building.
 - b. Provide the location requested for the padmount transformers and the meter centers for each building. The transformer locations must be accessible to our vehicles, and must have 8-ft minimum clearance in the front of them and 3-ft minimum clearance on the sides and rear, including landscaping. They also must not be under or inside any structure.
 - c. Provide the load calculations for all buildings, the electrical riser diagrams for all buildings, and the construction plans showing the water, sewer, drainage, paving, landscaping, and lighting for the project.
2. Before the issuance of a Certificate of Occupancy
 - a. A 10-ft-wide utility easement for all of the electric lines, transformers and other equipment will be required to be recorded. The easement is required to provide power to this project.
 - b. Install all schedule-40 gray conduit as required by Lake Worth Beach for this project for its primary cable. This conduit must be installed at a 42" minimum depth. Pad specs will be provided to show the proper orientation of conduit at the padmount transformers.
 - c. Lighting for the parking areas on the site shall be installed at the property owner/s' or developer/s' expense.
3. Costs associated with the City of Lake Worth Beach's materials and labor for this project shall be reimbursed to the Electric Utility prior to the issuance of a Certificate of Occupancy.

Planning and Zoning:

1. All lighting shall be shielded so as to not trespass upon neighboring residential properties or districts in excess of 12.57 lumens when measured from the property line and shall comply with lighting code regulations in [LDR Section 23.4-3](#). If using LED lighting, a warm light tone is required. Lighting fixtures should comply with dark skies fixture recommendation, including a 2700K and be consistent with the architectural style of the project.
2. All ground level mechanical and electrical equipment shall be screened with shrub hedging or opaque fencing or walls. Chain link or other similar type open fencing shall not be permitted. Additionally, per LDR Section 23.4-21(1), all roof-mounted equipment shall not be visible. Materials used for screening purposes shall be compatible with the architectural style, color, and materials of the principal building from adjacent property or an adjacent street shall be screened from view. The minimum height of such screening shall be equal to the highest point of the systems/equipment.
3. Prior to the issuance of a building permit, a Minor Site Plan amendment shall be required to review any design modifications that arise from the City Commission at public hearing.

4. A Minor Site Plan amendment is required to establish a Uniform Master Sign Program for individual tenants/businesses in accordance with the City's Land Development Regulations is required.
5. Prior to the issuance of a building permit:
 - a. Provide a traffic performance letter from Palm Beach County's Traffic Division. Should the letter recommend any changes or improvements to the site or surrounding area, the applicant shall enter into the applicable site plan amendment process to amend the site plan.
 - b. Provide for 4% of required parking as electric vehicle charging infrastructure spaces as per 23.4-10(g) and indicate on the site plan
 - c. Notification of intent to acquire Florida Green Building certification or payment in lieu of improvements required for the Sustainable Bonus Program.
 - d. Provide landscape screening at the base of all proposed monument signage.
6. Prior to the issuance of a building permit, the \$246,720 fee for the Transfer of Development Rights program shall be paid to the City.
7. Proposed murals shall be reviewed by the CRA's LULA program prior to installation.

Public Works:

1. The issuance of any permits shall comply with all provisions of the Lake Worth Municipal Code and all other applicable standards including but not limited to the Florida Department of Transportation (FDOT), Manual on Uniform Traffic Control Devices (MUTCD), and City of Lake Worth Public Works Construction Standards and Policy and Procedure Manual.
2. 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.
3. Prior to the issuance of a building permit:
 - 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.
 - b. the Applicant shall contact and meet with a representative from the Public Works Solid Waste and Recycling Division to confirm dumpster enclosure location, accessibility and demand on property and that it is compatible with the requirements of the Department of Public Works. Solid Waste and Recycling Division contact number is 561-533-7344.
 - c. the applicant shall submit an Erosion Control plan and indicate the BMP's and NPDES compliance practices.
 - d. the applicant shall furnish to the City a copy of the FDOT right of way permit for permitted work on Dixie Highway.
4. Prior to the issuance of a certificate of occupancy:
 - a. All conditions of approval shall have been satisfied under jurisdiction of the Department of Public Works.
 - b. All off-site improvements inclusive of sidewalk, curb and gutter, parking, curb cut entry, sodding, landscaping, signage and striping in accordance with the approved site plan shall be constructed. All improvements shall meet the standards and specifications of the Public Works Dept and comply with the Policy and Procedure Manual.
 - c. The entire surrounding off-site infrastructure inclusive of the roadway, sidewalk, curbing, stormwater system piping and structures, valve boxes, manholes, landscaping, striping,

signage, and other improvements shall be restored to the same condition as prior to construction.

- d. The site shall be fine graded and all disturbed areas shall be sodded with bahia sod.
- e. The site shall broom swept, including all areas of the affected right of way and remove of all silt and debris collected as a result of construction activity.
- f. The right of way shall be restored to a like or better condition. Any damages to pavement, curbing, striping, sidewalks or other areas shall be restored in kind

Utilities Water & Sewer:

1. Prior to the issuance of a building permit:
 - a. An FDOT on Access Management shall be provided.
 - b. Provide a drainage statement from a registered FL engineer regarding floodplain management provisions for water quality and quantity, as well as meeting the SFWMD drainage basin conditions.
 - c. Provide a section detail at each property direction from back 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 as well as meeting the drainage requirements of the 25 year storm as per the SFWMD drainage basin requirements.
 - d. Please show how drainage will be handled between all building structures (specifically NE and SE) in all directions.
 - e. Provide an Erosion Control plan and with the BMPs and NPDES compliance practices for the project site.
 - f. The drainage as-builts for 17th Ave N were recently completed and the CAD files shall be imported into the proposed plan to ensure the existing drainage infrastructure in 17th Ave N is consistent with the propose plan driveways and on street parking. Contact Giles Rhoads at the water department: 561-586-1640 grhoads@lakeworthbeachfl.gov
 - g. Opposing left turn lanes shall be required to be striped in on Dixie Hwy at 17th Ave N pending the final traffic review and approvals by the State and/or County.
 - h. Additional detail, including expanded views of the site depicting the cross-driveway access from the MID on 17th Ave to the proposed multi-family residential building on 18th Ave N.
2. Prior to the issuance of a building permit, the following actions shall be completed:
 - a. Provide a full drawing set the proposed drainage, Calculations, and any permits or permitting information from SFWMD and LWDD.
 - b. Add all structure and conflict information on the plans.
 - 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.
 - d. Proposed watermains shall have a minimum depth of 36 inches.
 - e. Show irrigation service line/s up the meter and backflow RPZ device/s.
 - f. 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.
 - g. Fireflow calculations based on a recent hydrant test. Contact Pedro Segovia with Palm Beach County at psegovia@pbcgov.com
 - h. Water and Sewer utilities will require a dedicated 15-foot utility easement.
 - i. Provide a copy of FDOT permit for any work within or touching Dixie Highway.

- j. Signed and sealed Drainage Calculations including statement regarding floodplain management provisions for water quality and quantity shall be provided to the City.
 - k. Provide geotechnical information for the determination of the hydraulic conductivity of the soil, and groundwater elevation.
 - l. An Erosion Control plan and with the BMPs and NPDES compliance practices shall be provided for the project site.
 - 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.
 - n. Provide existing and proposed site grades.
 - o. Indicate vertical datum on all plan drawings with grades.
 - p. All applicable City of Lake Worth details.
 - q. Capacity fees for water and sewer shall be paid in full in accordance with the current City Ordinance.
3. Prior to the issuance of a Certificate of Occupancy, the following actions shall be completed:
- a. Provide a copy of the recorded easements.
 - b. Record a Bill of Sale for the public water and sewer mains.



DATE: July 2, 2021

TO: Members of the City Commission

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

MEETING: July 20, 2021

SUBJECT: **Ordinance 2021-04** - Summary of revised plans and renderings associated with the proposed mixed-use development common known as “Deco Green” located at 1715 North Dixie Highway within the Mixed-Use Dixie Highway (MU-DH) zoning district. The plans were revised to address concerns identified by the City Commission at the June 15, 2021 meeting.

On June 15, 2021, the City Commission voted to continue first reading on the project for further discussion and identified areas of concern for the applicant to address, including reducing the height of the main building to 6 stories from 7 stories, providing security of an open plaza, impermeable surface, improving landscaping, adding shade trees, eliminating the use of artificial turf, committing to affordable housing, and improving the west elevation of Building 2. The applicant submitted modifications of the proposed site and landscape plans as well as revised architectural plans, elevations and renderings based on direction by the City Commission on July 2, 2021, which included the reduction in height of the main building from 7 to 6 stories.

SITE PLAN AND ARCHITECTURAL CHANGES:

On July 2, 2021, the applicant sent staff a revised site plan package, which included improvements to the architecture and landscaping of the site as well as updated renderings of the project with the new fourth building at the center of the court yard. The changes are outlined in the site data table below. Staff’s conditions of approval are located in Exhibit C of Ordinance 2021-04. Two additional conditions of approval were added to require a minor site plan review process to review the technical components of the applicant’s changes and that the LULA Program would review the proposed murals prior to installation.

Development Standard	Base Zoning District	Mixed-Use Urban Planned Development w/ Sustainable Bonus Incentive Program (SBIP) & Transfer of Development Incentive Program (TDIP)	Provided 6/15 (Old Plans)	Provided 7/2 (New Plans)
Lot Size (min) In square feet (sf)	13,000 sf	Greater or equal to 21,780 sf (0.5 acres)	99,914 sf (2.29 acres)	99,914 sf (2.29 acres)
Lot Width (min)	100’	100’	350’	350’
Front (min) (N Dixie Hwy) Setback	20’	20’	Buildings 1 & 3: 12’ Building 2: 115.2’	Buildings 1, 3, & 4: 18’ Building 2: 117’
Rear (min) Setback	15’	15’	Buildings 1 & 3: 201’ 8” Building 2: 45’ 9”	Building 1: 180’ Building 2: 46.6’ Building 3: 206’ Building 4: 210’

Development Standard	Base Zoning District	Mixed-Use Urban Planned Development w/ Sustainable Bonus Incentive Program (SBIP) & Transfer of Development Incentive Program (TDIP)	Provided 6/15 (Old Plans)	Provided 7/2 (New Plans)
Side (min) (North and South) Setback	10'	10'	Buildings 1 & 3: 10' Building 2: 22' 5"	Building 1 & 3: 11.7' Building 2: 28' Building 4: 115'
Maximum Wall Height at Side Setback	30'	45'	Building 1 & 3 Wall Height: 37.5'	Building Height: 37.5'
Impermeable Surface Coverage (maximum)	65%	65%	67.3%*	64.32%
Structure Coverage (max)	45%	45%	36.7%	41% (40,936 sf)
Living Area (min)	1-bed: 600 sf 2-bed: 750 sf 3-bed: 900 sf	1-bed: 600 sf 2-bed: 750 sf 3-bed: 900 sf	1-bed: 680-900 sf 2-bed: 994-1,235 sf 3-bed: 1,280 sf	1-bed: 745-816 sf 2-bed: 803-1,160 sf 3-bed: 1,323 sf
Density (max)	20 du/acre (45 units)	55 du/acre (127 units)	55 du/acre (127 units)	55 du/acre (127 units)
Building Height (max)	30'	82.5'	Bldgs 1 & 3 – 42' Bldg 2 – 78' 10"	Bldg 1, 3 & 4: 37'6" Bldg 2: 78'2"
Floor Area Ratio (FAR) (max)	1.40	2.325	1.92	1.66 (166,514 sf)

*A relaxing or waiving of zoning district requirements was requested with the previous plan. New plan requires no waivers or modifications to the zoning district requirements.























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1 OVERALL - EAST BUILDING ELEVATIONS
SCALE: 1" = 20'-0"



2 OVERALL - WEST BUILDING ELEVATIONS
SCALE: 1" = 20'-0"



3 OVERALL - NORTH BUILDING ELEVATIONS
SCALE: 1" = 20'-0"



4 OVERALL - SOUTH BUILDING ELEVATIONS
SCALE: 1" = 20'-0"

THE MARTIN ARCHITECTURAL GROUP, P.C.
ARCHITECTS AND LAND PLANNERS
A PROFESSIONAL CORPORATION
6810 Lyons Technology Circle, Suite 185, Coconut Creek, FL 33073
P (954) 428-1618 F (954) 428-4416

PA: James M. Riviello
Dominick Ranieri
PM: A. Garcia
DRAWN BY: AG & LP
PROJECT: 1943-01
NO:

NO.	REVISION	DATE
01	ENTITLEMENT	01/14/2021
02	PRZ COMMENTS	09/09/2021
03	CITY COMMISSIONERS COMMENTS	07/20/2021

ENTITLEMENT PACKAGE

OVERALL BLDG ELEVATIONS
DECO GREEN, LLC
LAKE WORTH, FLORIDA
AG INVESTMENT 5 LLC

SCALE: AS NOTED
DATE: 01/28/2021

A3.01
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NOTE:
FOR SIGNAGE PLEASE SEE SHT.S, A3.02 & A3.03

Printed: 6/25/2021 3:36:17 PM



1 BLDG 2 - EAST ELEVATION
SCALE: 1/16" = 1'-0"



2 BLDG 2 - WEST ELEVATION
SCALE: 1/16" = 1'-0"



3 BLDG 2 - NORTH ELEVATION
SCALE: 1/16" = 1'-0"



4 BLDG 2 - SOUTH ELEVATION
SCALE: 1/16" = 1'-0"

NOTE:

- BUILDING 1 AND 3 ARE MIRROR
- BUILDING COLOR WILL BE WHITE W/ ACCENT COLORS.
- THESE ELEVATIONS ARE IN GRAY FOR REPRESENTATION ONLY. REFER TO THE RENDERINGS.

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PM:	Dominick Ranieri	
DRAWN BY:	A. Garcia	
PROJECT NO:	1943-01	
NO.	REVISION	DATE
01.	ENTITLEMENT	01/14/2021
02.	PRZ. COMMENTS	09/09/2021
03.	CITY COMMISSIONERS COMMENTS	07/20/2021

ENTITLEMENT PACKAGE

ENLARGED ELEVATIONS-BLDG 2

DECO GREEN, LLC
LAKE WORTH, FLORIDA

AG INVESTMENT 5 LLC

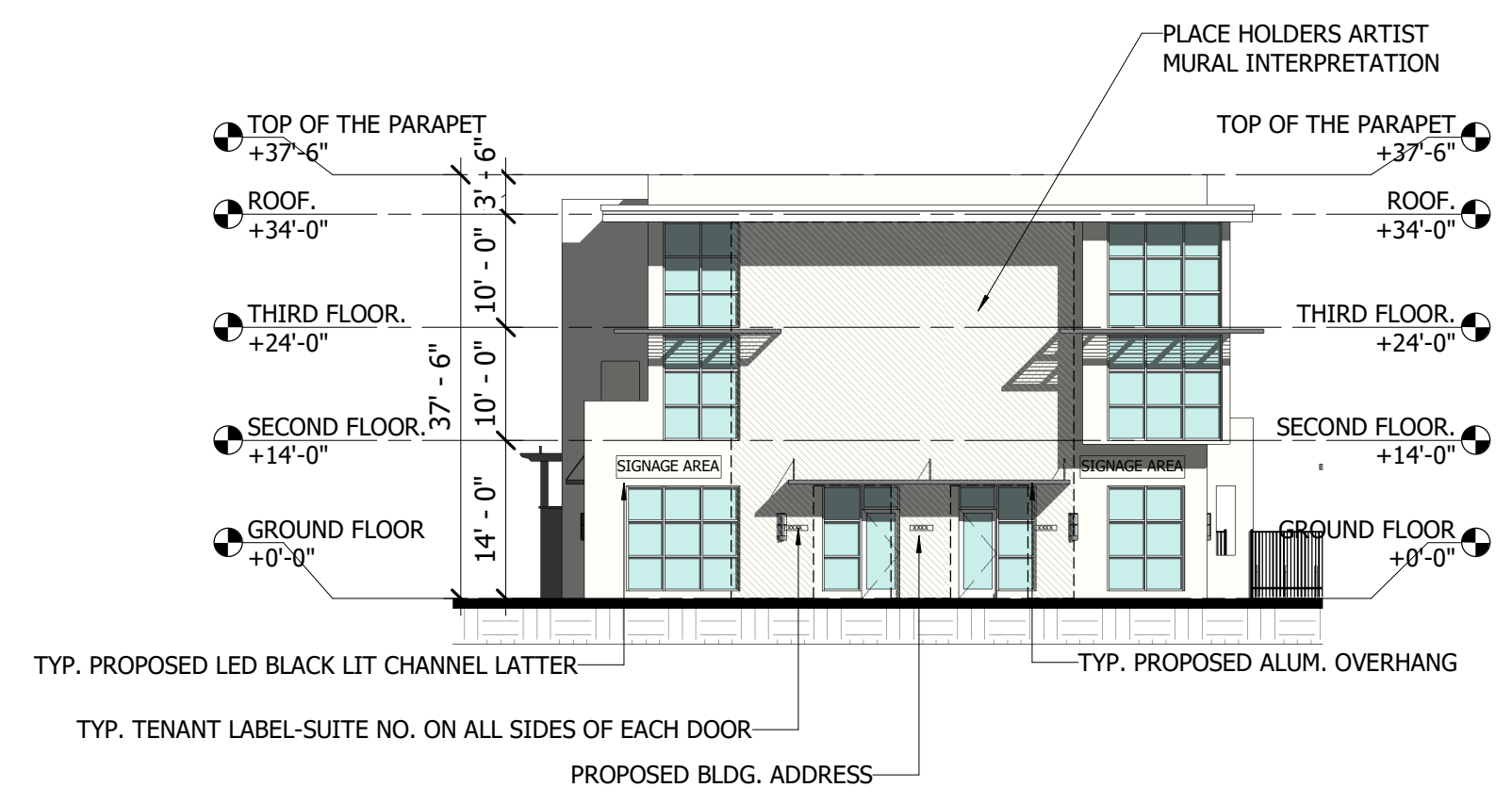
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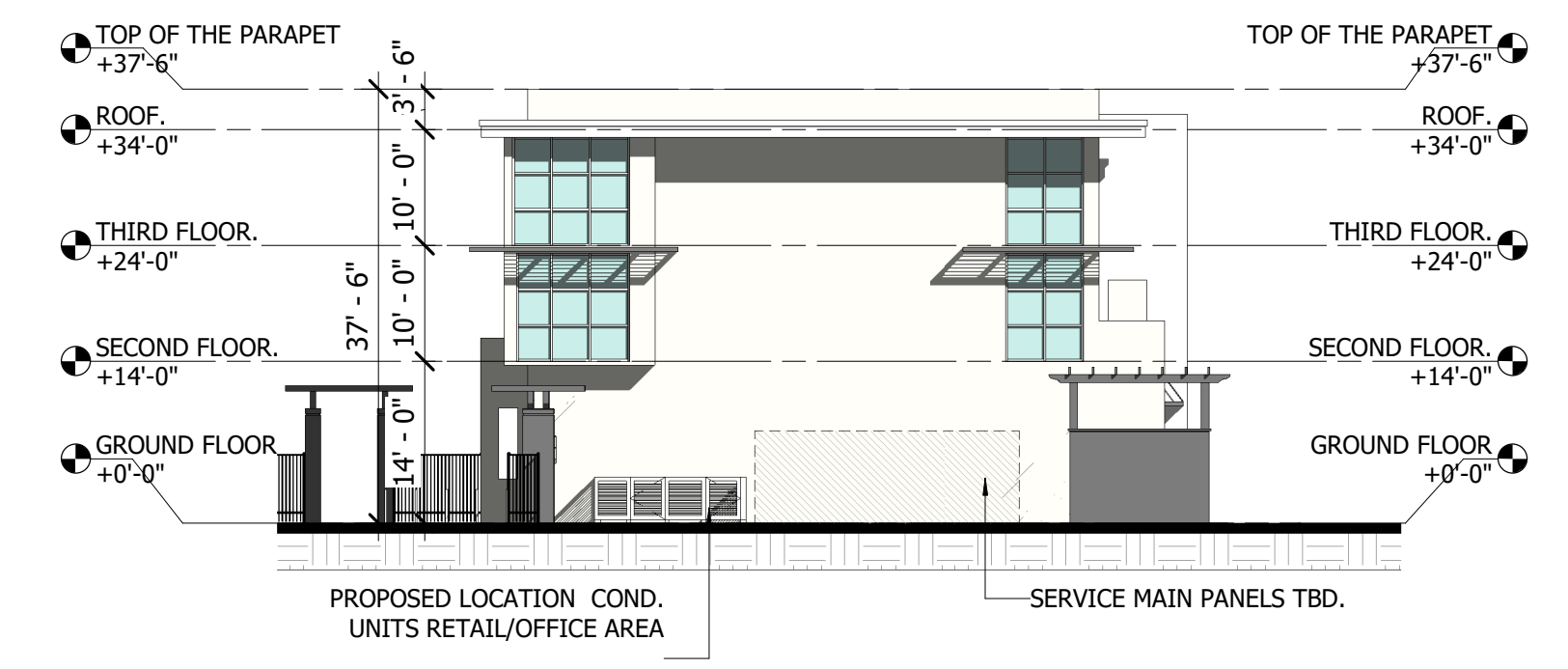
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1 BLDG 1&3 - EAST ELEVATION - DIXIE HIGHWAY
SCALE: 1/16" = 1'-0"



2 BLDG 1&3 - WEST ELEVATION
SCALE: 1/16" = 1'-0"



3 BLDG 1&3 - ELEVATION FACING 17TH AND 18TH ST.
SCALE: 1/16" = 1'-0"



4 BLDG 1&3 - ELEVATION FACING INTERIOR PLAZA
SCALE: 1/16" = 1'-0"

- NOTE:**
- BUILDING 1 AND 3 ARE MIRROR
 - BUILDING COLOR WILL BE WHITE W/ ACCENT COLORS.
 - THESE ELEVATIONS ARE IN GRAY FOR REPRESENTATION ONLY. REFER TO THE RENDERINGS.

PA: James M. Riviello
Dominick Ranieri
PM: A. Garcia
DRAWN BY: AG & LP
PROJECT: 1943-01
NO:

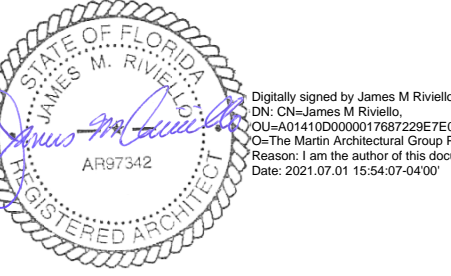
NO.	REVISION	DATE
01	ENTITLEMENT	07/14/2021
02	PRZ COMMENTS	09/09/2021
03	CITY COMMISSIONERS COMMENTS	07/20/2022

ENLARGED ELEVATIONS BLDG 1&3
ELEMENT PACKAGE

DECO GREEN, LLC
LAKE WORTH, FLORIDA
AG INVESTMENT 5 LLC

SCALE: AS NOTED
DATE: 01/28/21

A3.03



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PA: James M. Riviello
 Dominick Ranieri
 PM: A. Garcia
 DRAWN BY: Author
 PROJECT: 1943-01
 NO:

NO.	REVISION	DATE
01	ENTITLEMENT	07/14/2021
02	PRZ COMMENTS	09/09/2021
03	CITY COMMISSIONERS COMMENTS	07/07/2021

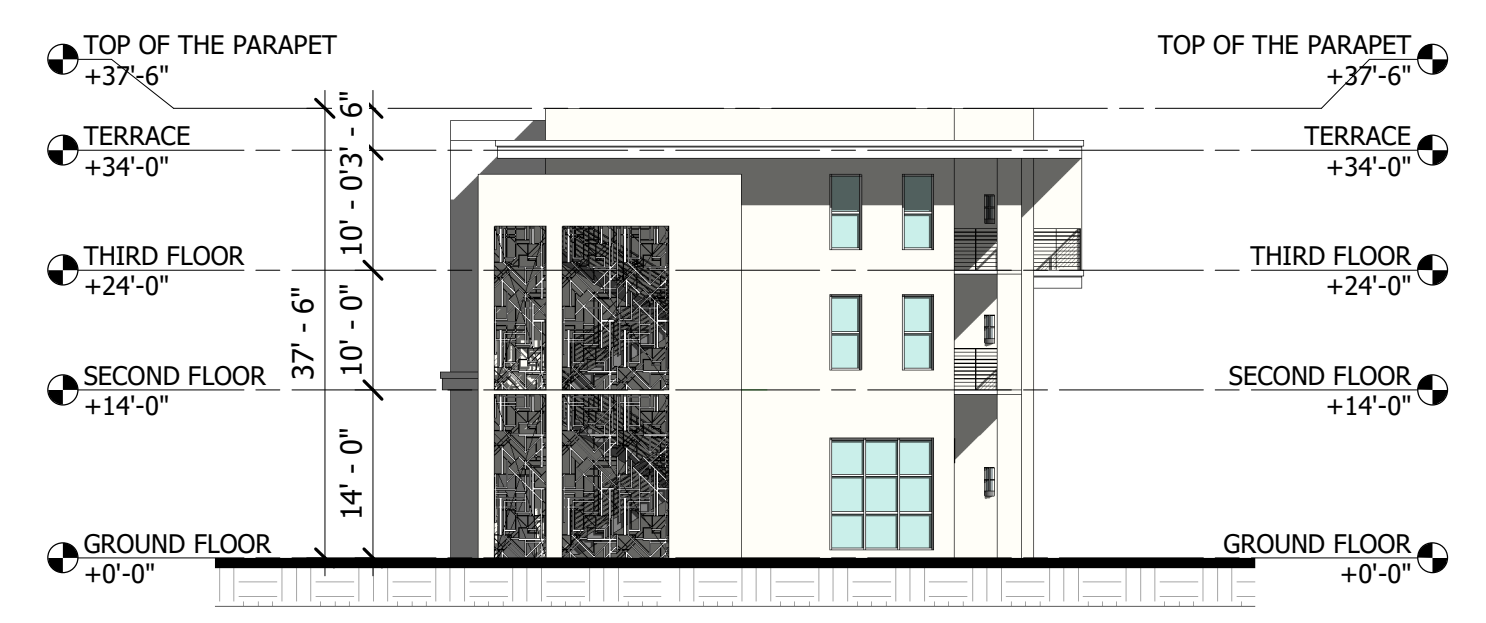
ENTITLEMENT PACKAGE

ENLARGE ELEVATIONS-BLDG4
DECO GREEN, LLC
 LAKE WORTH, FLORIDA
 AG INVESTMENT 5 LLC

SCALE:
 DATE: 06/25/21



1 BLDG 4 - NORTH ELEVATION
 SCALE: 1/16" = 1'-0"



2 BLDG 4 - SOUTH ELEVATION
 SCALE: 1/16" = 1'-0"



3 BLDG 4 - WEST ELEVATION FACING INTERIOR PLAZA
 SCALE: 1/16" = 1'-0"



4 BLDG 4 - EAST ELEVATION - DIXIE HIGHWAY
 SCALE: 1/16" = 1'-0"

DECO GREEN

LAKE WORTH BEACH, FL PALM BEACH COUNTY

1715 N. DIXIE HIGHWAY
PARCEL ID# 38-43-44-16-06-014-0010
SECTION 16 TOWNSHIP 44 RANGE 43

PROJECT TEAM

OWNER
LAKE WORTH BEACH COMMUNITY REDEVELOPMENT AGENCY
1121 LUCERNE AVENUE
LAKE WORTH BEACH, FL 33460
JOAN OLIVA, EXECUTIVE DIRECTOR
PHONE: (561) 493-2550

DEVELOPER
OAG INVESTMENT 5, LLC.
1430 S. DIXIE HIGHWAY
SUITE 110
CORAL GABLES, FL 33416

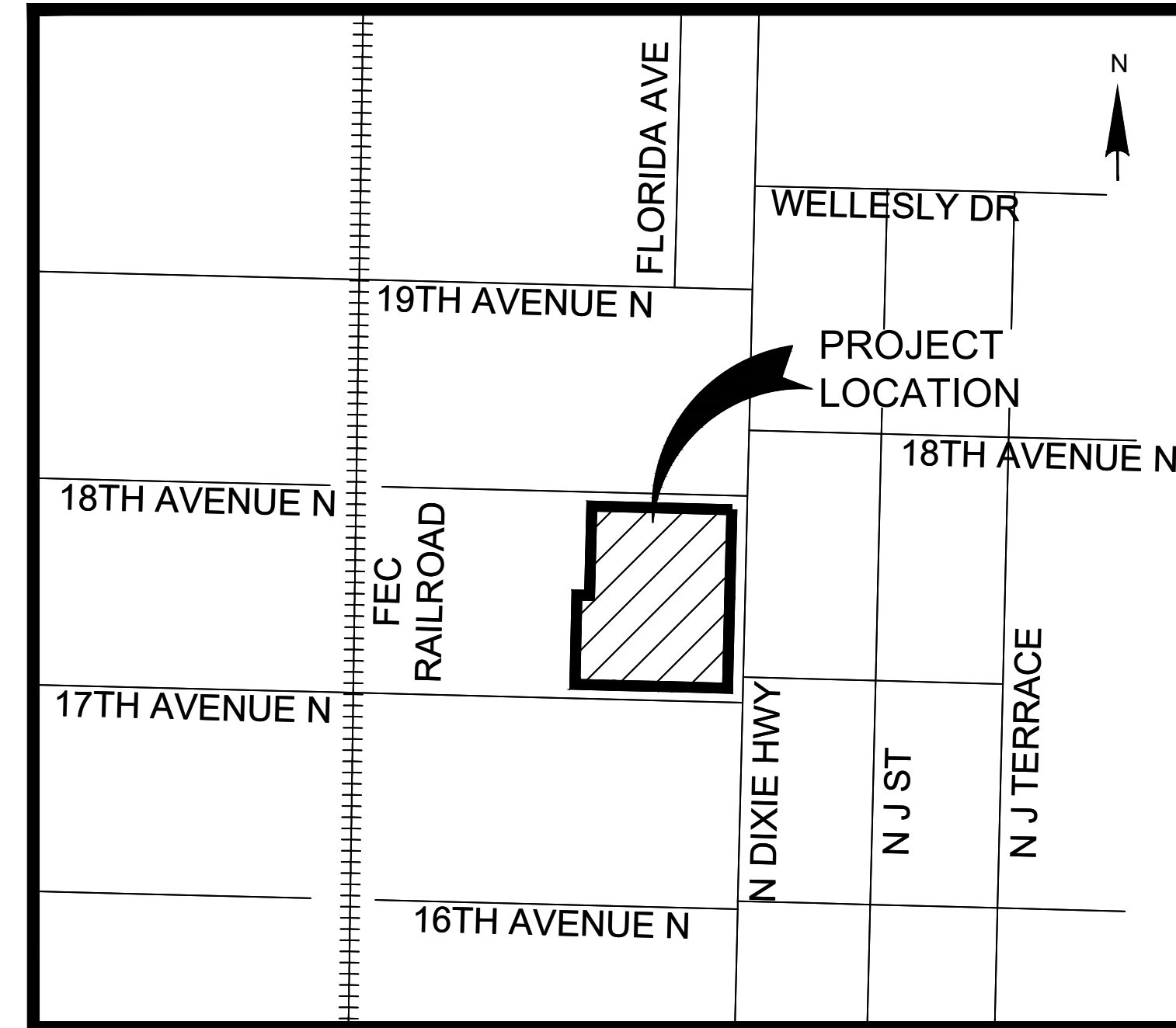
ARCHITECT
THE MARTIN ARCHITECTURAL GROUP, P.C.
6810 LYONS TECHNOLOGY CIRCLE, SUITE 185
COCONUT CREEK, FL 33073
ANNABELLA GARCIA, SENIOR PROJECT MANAGER
PHONE: (954) 428-1618
FAX: (954) 428-4416
EMAIL: AGARCIA@MARTINAIA.COM

CIVIL ENGINEER
IBI GROUP (FLORIDA), INC.
1100 PARK CENTRAL BOULEVARD SOUTH - SUITE 3500
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PATRICIA F. RAMUDO, P.E., LEED AP
PHONE: (954) 974-2200
FAX: (954) 973-2686
EMAIL: PATRICIA.RAMUDO@IBIGROUP.COM

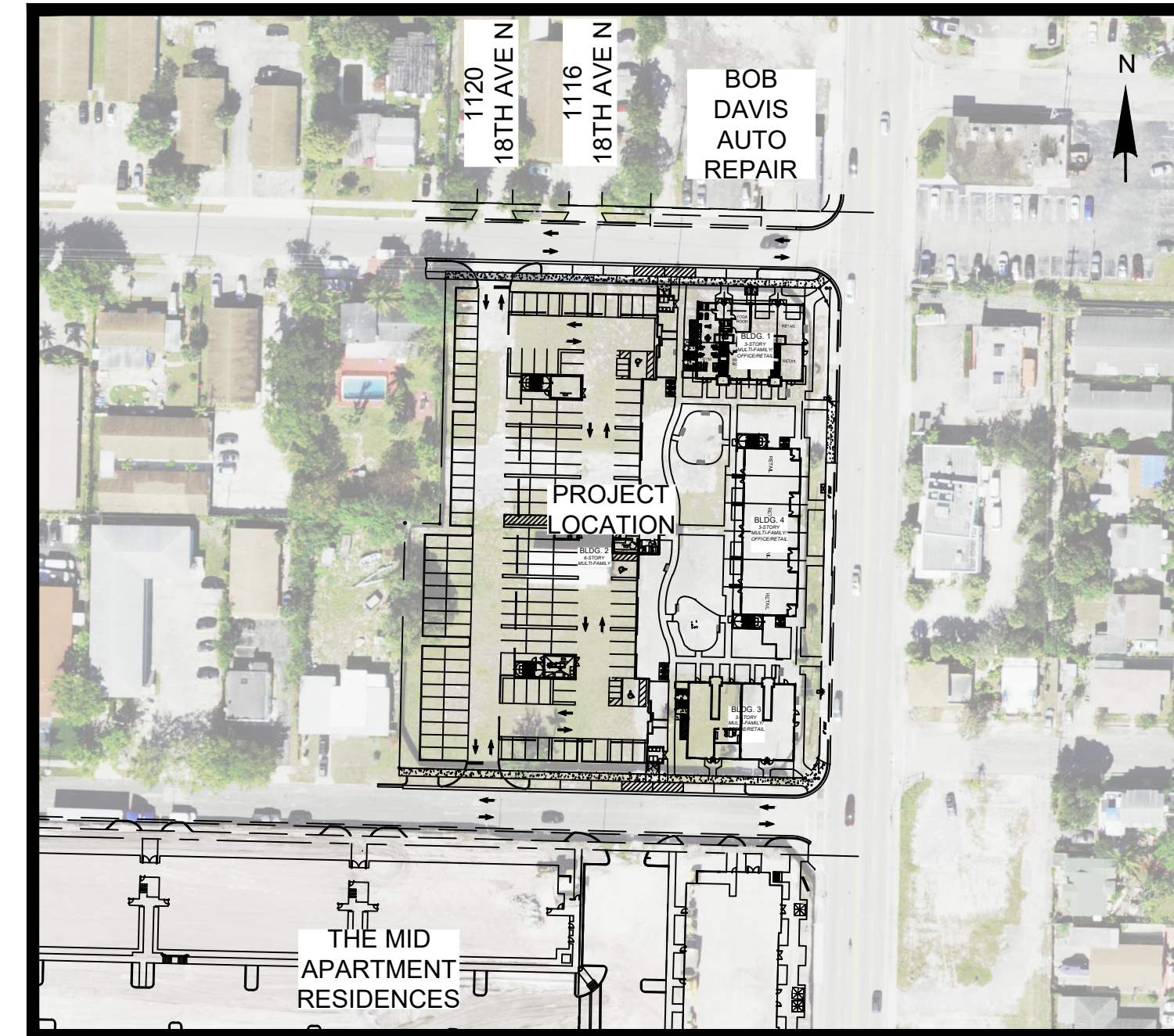
LANDSCAPE ARCHITECT
ANDRES MONTERO LANDSCAPE ARCHITECTURE, LLC.
2208 NE 26TH STREET, #1
FORT LAUDERDALE, FL 33305
ANDRES MONTERO, PLA, ASLA
PHONE: (954) 533-8259
EMAIL: AMONTERO@AMLASTUDIO.COM

MEP
FORMICA & ASSOCIATES INC.
980 N. FEDERAL HIGHWAY, SUITE 110
BOCA RATON, FL 33432
JUAN MORENO, LEED AP
PHONE: (561) 368-3611
EMAIL: JUAN.M.MORENO@FORMICAENGINEERING.COM

SURVEYOR
MILLER LAND SURVEYING
1121 LAKE WORTH AVENUE
LAKE WORTH BEACH, FL 33460
MICHAEL MILLER, PL5
PHONE: (561) 586-2669
EMAIL: ORDERS@MILLERSURVEYING.COM



LOCATION MAP
NOT TO SCALE



PROJECT OVERVIEW
NOT TO SCALE

LEGAL DESCRIPTION:

PARCEL 1:
LOTS 1, 2 AND 3, BLOCK "D", LAKE WORTH HEIGHTS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 7, PAGE 25, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 2:
THE EAST 110 FEET OF LOT 1, BLOCK "E", LAKE WORTH HEIGHTS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 7, PAGE 25, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

LESS FROM PARCELS 1 AND 2, THAT PARCEL DESCRIBED IN THE STIPULATED ORDER OF TAKING IN O.R. BOOK 9279, PAGE 1919, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF LOT 1, BLOCK E, LAKE WORTH HEIGHTS, AS RECORDED IN PLAT BOOK 7, PAGE 25, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 16, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 89°55'17" EAST ALONG THE SOUTHERLY BOUNDARY LINE OF SAID LOT 1, A DISTANCE OF 165.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°55'17" EAST ALONG SAID SOUTHERLY BOUNDARY LINE, A DISTANCE OF 7.00 FEET TO A POINT ON THE WESTERLY EXISTING RIGHT OF WAY LINE FOR STATE ROAD 805 (DIXIE HIGHWAY), SAID POINT BEING ON A LINE 2.50 FEET WESTERLY OF AND PARALLEL WITH THE EASTERLY BOUNDARY LINE OF SAID LOT 1; THENCE NORTH 00°00'02" WEST ALONG SAID WESTERLY EXISTING RIGHT OF WAY LINE AND SAID PARALLEL LINE, A DISTANCE OF 9.00 FEET; THENCE SOUTH 37°54'15" WEST, A DISTANCE OF 11.39 FEET TO THE POINT OF BEGINNING.

AND

A PORTION OF LOT 1, BLOCK D, LAKE WORTH HEIGHTS, AS RECORDED IN PLAT BOOK 7, PAGE 25, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 16, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 89°55'10" EAST ALONG THE NORTHERLY BOUNDARY LINE OF SAID LOT 1, A DISTANCE OF 167.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°55'10" EAST ALONG SAID NORTHERLY BOUNDARY LINE, A DISTANCE OF 5.00 FEET TO A POINT ON THE WESTERLY EXISTING RIGHT OF WAY LINE FOR STATE ROAD 805 (DIXIE HIGHWAY), SAID POINT BEING ON A LINE 2.50 FEET WESTERLY OF AND PARALLEL WITH THE EASTERLY BOUNDARY LINE OF SAID LOT 1; THENCE SOUTH 00°00'02" EAST ALONG SAID WESTERLY EXISTING RIGHT OF WAY LINE AND SAID PARALLEL LINE, A DISTANCE OF 9.00 FEET; THENCE NORTH 29°02'10" WEST, A DISTANCE OF 10.31 FEET TO THE POINT OF BEGINNING.

PARCEL 3:
THE WEST 40 FEET OF LOT 1 AND ALL OF LOT 2, BLOCK E, LAKE WORTH HEIGHTS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 7, PAGE 25, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 4:
LOT 3, AND THE EAST HALF (E 1/2) OF LOT 4, BLOCK E, LAKE WORTH HEIGHTS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 7, PAGE 25, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 5:
THE EAST 25 FEET OF THE WEST 65 FEET OF LOT 1, BLOCK E, LAKE WORTH HEIGHTS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 7, PAGE 25, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

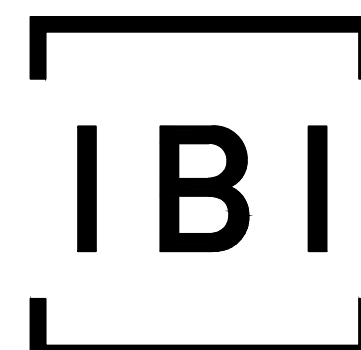
TOTAL AREA AS DESCRIBED ABOVE = 100,791 SQUARE FEET (2.314 ACRES).

DRAWING INDEX

- COVER
SURVEY
SP1.0 SITE PLAN
- ARCHITECTURAL
- *SEE SHEET A0.01 FOR ARCHITECTURAL SHEET INDEX
- CIVIL
- C3.0 PAVING, GRADING AND DRAINAGE PLAN
C4.0 WATER & SEWER PLAN
- LANDSCAPE
- L-00 ILLUSTRATIVE LANDSCAPE SITE PLAN
L-01 SITE LAYOUT PLAN
L-02 PRELIMINARY LANDSCAPE PLAN
L-03 LANDSCAPE DETAILS & GENERAL NOTES
- MECHANICAL, ELECTRICAL & PLUMBING
- E400 PHOTOMETRIC SITE PLAN



ENGINEER'S PROJECT# 127192



IBI GROUP (FLORIDA) INC
1100 Park Central Boulevard South – Suite 3500
Pompano Beach FL 33064 USA
tel 954 974 2200 fax 954 973 2686
ibigroup.com

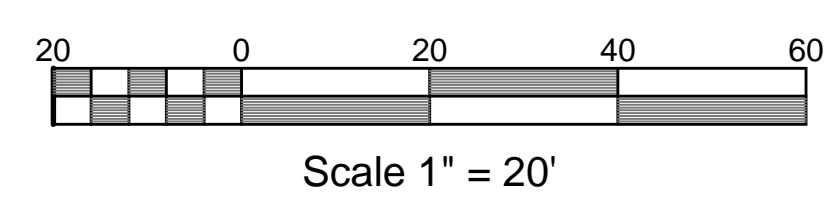
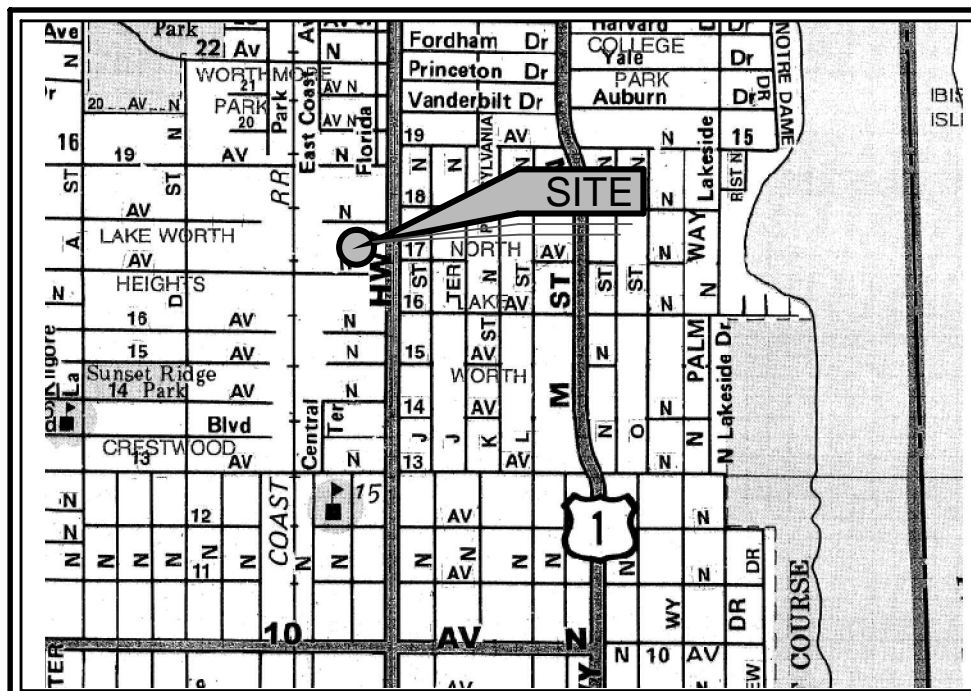
ENGINEER'S CERT. OF AUTH. #2966 LANDSCAPE LC #26000270

PERMITS REQUIRED

AGENCY	PERMIT TYPE	DATE APPROVED	APPROVAL NO.	EXPIRATION DATE
AGENCY	PERMIT TYPE	00/00/0000	1234567890	00/00/0000

Revision/Submission	Date	Comment
No.	04/09/2021	REVISED PER DRC COMMENTS

Digitally signed by PATRICIA RAMUDO, P.E. Date: 2021.07.01 16:44:41 -04'00'



LOT 5 BLOCK D

LOT 4 BLOCK D

LOT 3 BLOCK D

LOT 2 BLOCK D

LOT 1 BLOCK D

LOT 5 BLOCK E

REMAINDER OF LOT 4 BLOCK E (NOT INCLUDED)

PARCEL 4 LOT 2 BLOCK E

PARCEL 3 LOT 2 BLOCK E

LOT 1 BLOCK E

PARCEL 5

PARCEL 2

- SURVEY NOTES:**
- Lands shown hereon were not abstracted for easements and/or rights-of-way of record by this office.
 - Elevations shown hereon are based on North Atlantic Vertical Datum of 1988 (NAVD 88).
 - Originating benchmark = Leica Global Positioning System.
 - ± 0.00 = existing elevation
 - All bearings and distances shown hereon are plat and measured unless otherwise noted.
 - This firm's "Certificate of Authorization" number is "LB 6838".



LINE	BEARING	LENGTH
L1	N29°02'10"W	10.31'
L2	N01°20'56"E	9.00'
L3	S88°34'12"W	2.50'
L4	S88°34'19"E	2.50'
L5	N01°20'56"E	9.00'
L6	S37°54'15"W	11.39'

CERTIFIED TO: OAG Investment 5 LLC, a Florida limited liability company; Marro Law, P.A.; Old Republic National Title Insurance Company
PROPERTY ADDRESS: 1715 North Dixie Hwy, Lake Worth, FL 33460
FLOOD ZONE: X (FIRM 120213-12099C05936F 10/05/2017)
DESCRIPTION:
Parcel 1: Lots 1, 2 and 3, Block "D", Lake Worth Heights, according to the Plat thereof as recorded in Plat Book 7, Page 25, Public Records of Palm Beach County, Florida.
Parcel 2: The East 110 feet of Lot 1, Block "E", Lake Worth Heights, according to the Plat thereof as recorded in Plat Book 7, Page 25, Public Records of Palm Beach County, Florida.
Parcel 3: LESS from Parcels 1 and 2, that parcel described in the Stipulated Order of Taking in O.R. Book 9279, Page 1919, Public Records of Palm Beach County, Florida, more particularly described as follows:
 A portion of Lot 1, Block E, Lake Worth Heights, as recorded in Plat Book 7, Page 25, Public Records of Palm Beach County, Florida, lying in Section 16, Township 44 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:
 Commence at the Southwest corner of said Lot 1; thence South 89°55'17" East along the Southerly boundary line of said Lot 1, a distance of 165.50 feet to the POINT OF BEGINNING; thence continue South 89°55'17" East along said Southerly boundary line, a distance of 7.00 feet to a point on the Westerly Existing Right of Way line for State Road 805 (Dixie Highway), said point being on a line 2.50 feet Westerly of and parallel with the Easterly boundary line of said Lot 1; thence North 00°00'02" West along said Westerly Existing Right of Way line and said parallel line, a distance of 9.00 feet; thence South 37°54'15" West, a distance of 11.39 feet to the POINT OF BEGINNING.
Parcel 4: A portion of Lot 1, Block E, Lake Worth Heights, as recorded in Plat Book 7, Page 25, Public Records of Palm Beach County, Florida, lying in Section 16, Township 44 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:
 Commence at the Northwest corner of said Lot 1; thence South 89°55'10" East along the Northerly boundary line of said Lot 1, a distance of 167.50 feet to the POINT OF BEGINNING; thence continue South 89°55'10" East along said Northerly boundary line, a distance of 5.00 feet to a point on the Westerly Existing Right of Way line for State Road 805 (Dixie Highway), said point being on a line 2.50 feet Westerly of and parallel with the Easterly boundary line of said Lot 1; thence South 00°00'02" East along said Westerly Existing Right of Way line and said parallel line, a distance of 9.00 feet; thence North 29°02'10" West, a distance of 10.31 feet to the POINT OF BEGINNING.
Parcel 5: The East 25 feet of the West 65 feet of Lot 1, Block E, Lake Worth Heights, according to the plat thereof as recorded in Plat Book 7, Page 25, Public Records of Palm Beach County, Florida.
TOTAL AREA AS DESCRIBED ABOVE = 100.791 SQUARE FEET (2.314 ACRES).

REVISIONS:
 12/23/2020 ADD EASEMENT

BOUNDARY AND TOPOGRAPHIC SURVEY
 This survey is not valid without embossed surveyor's seal and electronic signature and is digitally signed by
Michael J Miller
 Date: 2020.12.23
 15:25:10 -0500
 inveyor, Florida Certificate No. MICHAEL J. MILLER #4034

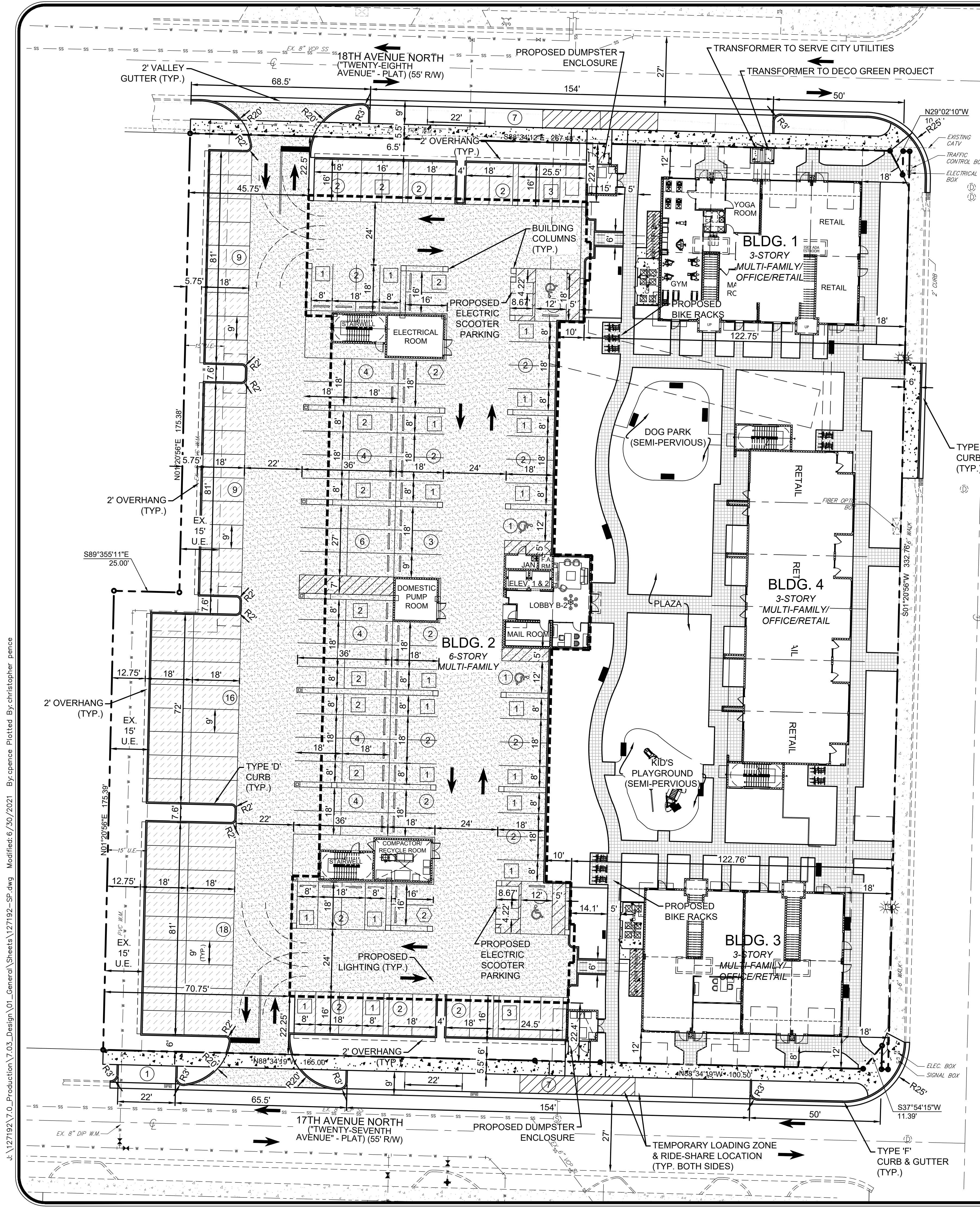
LEGEND:

CALC. = CALCULATED	(P) = PLAT	P.I. = POINT OF INTERSECTION
C.B.S. = CONCRETE BLOCK STRUCTURE	R = RADIUS	P.O.C. = POINT OF COMMENCEMENT
CONC. MON. = CONCRETE MONUMENT	Δ = CENTRAL ANGLE	P.O.B. = POINT OF BEGINNING
CONC. = CONCRETE	L = ARC LENGTH	R.W. = RIGHT OF WAY
D.E. = DRAINAGE EASEMENT	C.M.B. = CURB MOUNTED BENCH MARK	C.F. = CHAIN FENCE
U.E. = UTILITY EASEMENT	N.G.V.D. = NATIONAL GEODETIC VERTICAL DATUM	W.F. = WOOD FENCE
P.E. = POLE EASEMENT	P.B. = PLAT BOOK	M.F. = METAL FENCE
F.F.E.L. = FINISHED FLOOR ELEVATION	P.C. = POINT OF CURVATURE	C.L. = CENTERLINE
E. = ELEVATION	P.T. = POINT OF TANGENCY	C.L. = CENTERLINE
(B.R.) = BEARING REFERENCE	P.R.C. = POINT OF REVERSE CURVATURE	C.L. = CENTERLINE
D. = DED.	P.C.C. = POINT OF COMPOUND CURVATURE	C.L. = CENTERLINE
(M) = MEASURED		

SCALE: 1" = 20'
 DRAWN BY: PICARD
 FIELD WK: M.M. / B.M.
 DATE: 11/16/2020

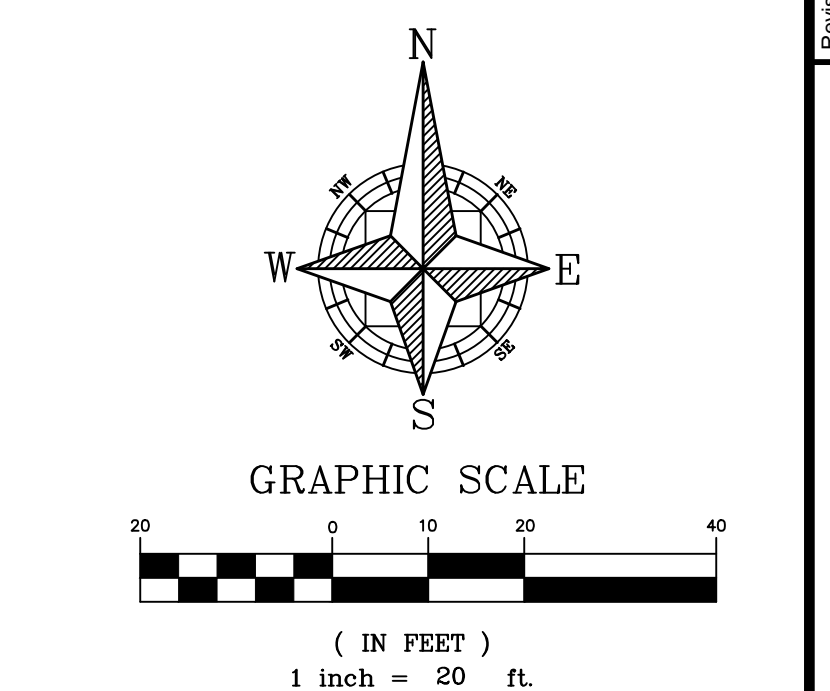
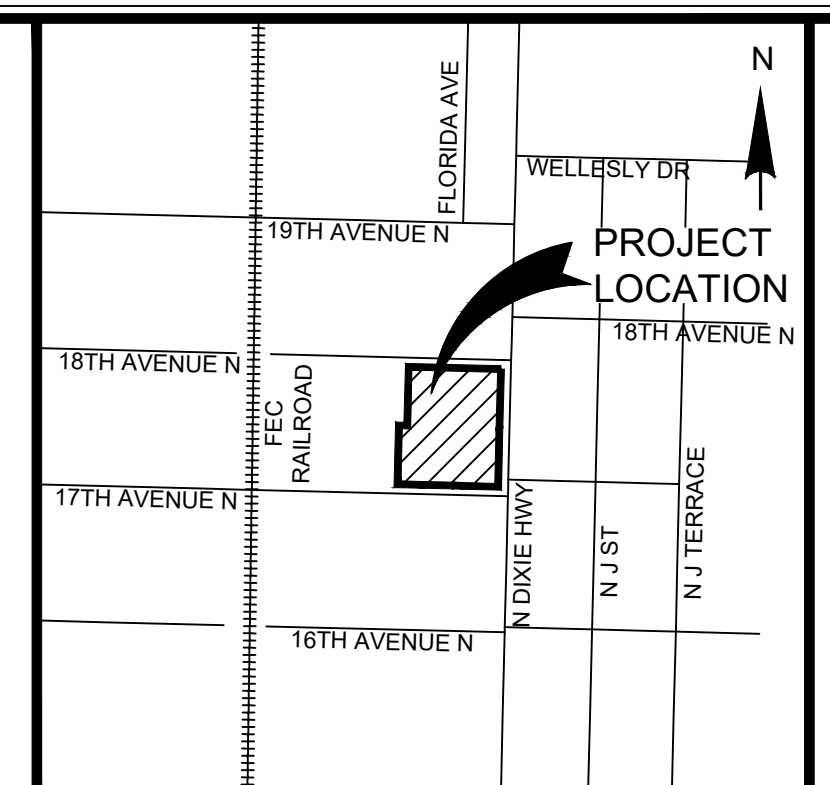
MILLER LAND SURVEYING
 1121 LAKE AVENUE
 LAKE WORTH, FLORIDA 33460
 PHONE: (561) 596-2669 - FAX: (561) 582-0151
 www.millersurveying.com
 e-mail: orders@millersurveying.com

REF: X-847
 A18088
 Y180054
 R2450
 K417
 PREV. JOB NO'S: Y101030
 Y180054
 Y180420
 JOB NO.: Y201078
 L - 1470 - C



SITE DATA

	REQUIRED	PROVIDED
EXISTING ZONING	MU-DH MIXED-USE DIXIE HIGHWAY	MU-DH MIXED-USE DIXIE HIGHWAY
PROPOSED ZONING	MU-DH MIXED-USE DIXIE HIGHWAY	MU-DH MIXED-USE DIXIE HIGHWAY
EXISTING FUTURE LAND USE	MU-E MIXED-USE EAST	MU-E MIXED-USE EAST
PROPOSED FUTURE LAND USE	MU-E MIXED-USE EAST	MU-E MIXED-USE EAST
LOT AREA	13,000 SF (0.298 AC)	100,791sf (2.314 AC)
LOT WIDTH	100'	350.76'
BUILDING HEIGHT (BUILDING 2)	45	62
BUILDING HEIGHT (BUILDINGS 1, 2 & 3)	43.5	34
NUMBER OF STORIES (BUILDING 2)	2	6
NUMBER OF STORIES (BUILDINGS 1, 3 & 4)	2	3
BUILDING SETBACKS		
FRONT	10'	18'
REAR	15'	45.75' & 70.75'
SIDE STREET (17TH AVENUE N)	10'	22'
SIDE STREET (18TH AVENUE N)	10'	22'
RESIDENTIAL DENSITY (55 UNITS PER ACRE)	127	127
BUILDING AREA (SF)		
BUILDING 2		127076
BUILDING 1		10842
BUILDING 3		10842
BUILDING 4		17754
TOTAL BUILDING AREA		137918
FLOOR AREA RATIO (FAR)	2.5575	1.652
BUILDING COVERAGE - GROUND FLOOR (SF)	45%	17%
BUILDING 2		2732
BUILDING 1		4288
BUILDING 3		4288
BUILDING 4		5610
TOTAL BUILDING COVERAGE AREA		16918
LIVING AREA		
1 Bedroom Units	600 SF	Unit A = 816 Unit Ab = 800 Unit Ac = 734 Unit Ad = 745 Unit Ae = 795 Unit B = 1160 Unit Bb = 1302 Unit D = 1310 Unit E = 947 Unit F = 830 Unit G = 803 Unit C = 1323
2 Bedroom Units	750 SF	
3 Bedroom Units	900 SF	
IMPERMEABLE SURFACE (IMPERVIOUS)	65%	64.32%
BUILDINGS		16.93%
CONCRETE PAVEMENT (PARKING)		35.95%
PERVIOUS CONCRETE PAVEMENT (@ 50%)		5.44%
HARDSCAPE COURTYARD AND WALKWAYS		4.53%
SEMI-PERVIOUS SYNTHETIC TURF AREA (Dog Park & Playground) @ 50%		1.00%
MISCELLANEOUS CONCRETE		0.47%
PERMEABLE SURFACE (PERVIOUS)	35%	35.68%
PERVIOUS CONCRETE PAVEMENT (@ 50%)		5.44%
LANDSCAPE & OPEN-SOD LAWN		24.72%
SEMI-PERVIOUS AREAS (Hardscape, Dog Park & Playground) @ 50%		5.53%
PARKING REQUIREMENTS		
MB-1BR = 71 UNITS @ 1.5 PER UNIT	106	See below.
MF-2BR = 48 UNITS @ 1.75 PER UNIT	84	See below.
MF-3BR = 8 UNITS @ 2.0 PER UNIT	16	See below.
REGULAR RETAIL = 6896 SF @ 1 PER 500 SF	14	See below.
OFFICE = 1912 SF @ 1 PER 400 SF	5	See below.
GROSS PARKING REQUIRED	225	See below.
REQUIRED PARKING WITH SHARED PARKING CREDIT OF 25%	169	181
Off-street (on-site) Regular Parking Spaces	115	
Off-street (on-site) Compact Parking Spaces @ 25% of Required Parking	43	
Off-street (on-site) Handicap Parking Spaces	4	
Side-street Parallel Parking Spaces	11	
Bonus Parking = Bike Racks = 10 sets of 2 = 20 @ 1 space per 4	5	
Bonus Parking = Scooter Parking = 6 scooter spaces @ 1 space per 2	3	
Electric Charging Spaces (4%)	7	4 now and 3 future



LEGEND

- CONCRETE PARKING AREA
- PERVIOUS CONCRETE PARKING AREA
- CONCRETE
- PERVIOUS PAVERS
- COMPACT PARKING SPACES
- STANDARD PARKING SPACES
- ELECTRIC VEHICLE CHARGING SPACES (COMPACT)

IBI GROUP (FLORIDA) INC
1100 Park Central Boulevard South - Suite 3500
Pompano Beach FL 33064 USA
tel 954-974-2200 fax 954-973-2686
ibigroup.com

IBI

ENGINEER'S CERT. OF AUTH. #2966

DECO GREEN
LAKE WORTH, FLORIDA

PRELIMINARY SITE PLAN

PATRICIA RAMUDOS, PE
35798
Date: 2021.07.01
13:02:18
-04'00"

Digitally signed by PATRICIA RAMUDOS, PE
35798
Date: 2021.07.01
13:02:18
-04'00"

DRAWN: CMP

SCALE: 1" = 20'

DESIGNED: PFR

PROJECT: 127192

CHECKED: PFR

SHEET: SP1.0

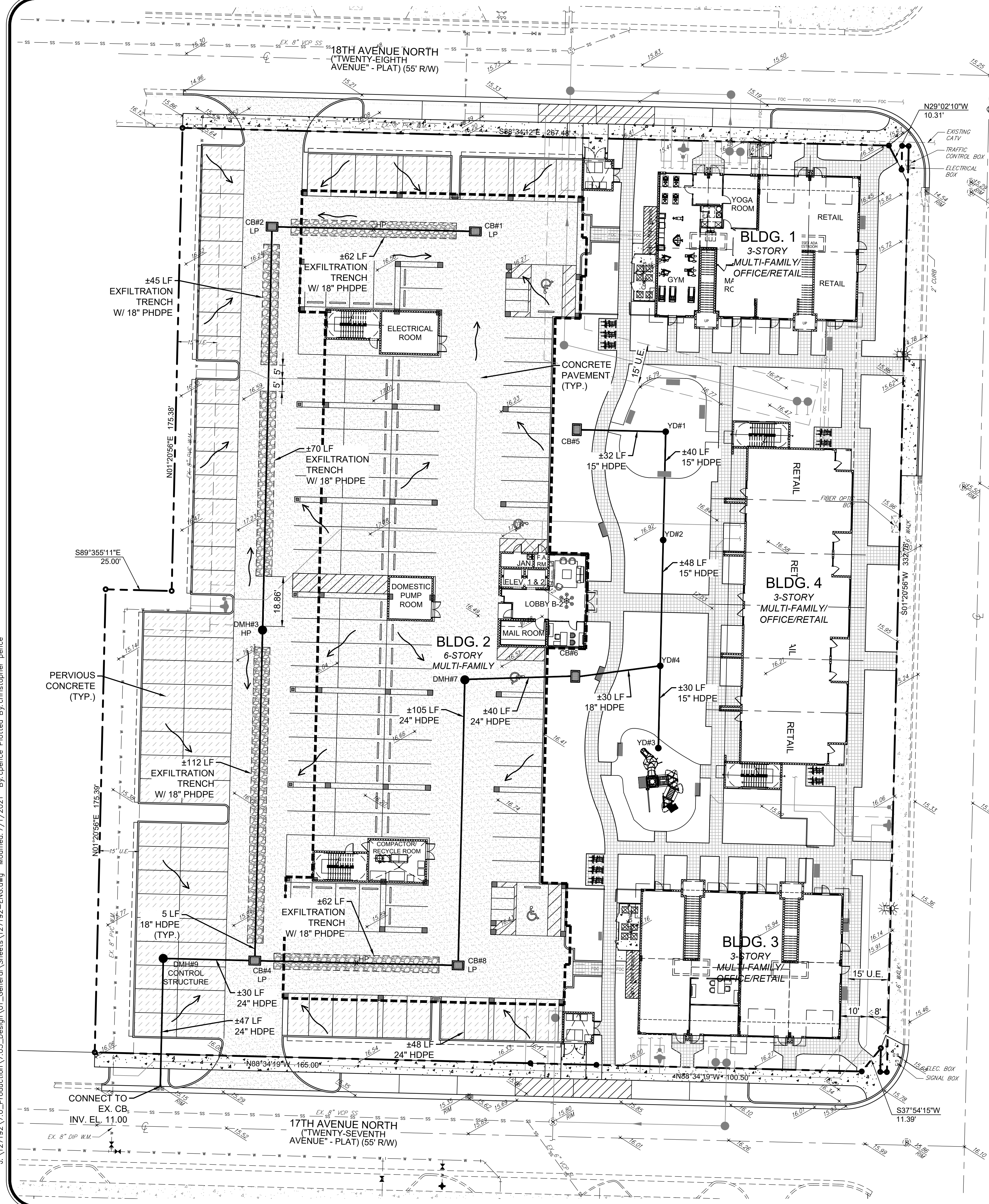
DATE: 07/02/2021

48 HOURS BEFORE DIGGING

CALL
TOLL FREE
811 or 1-800-432-4770
SUNSHINE STATE ONE CALL CENTER

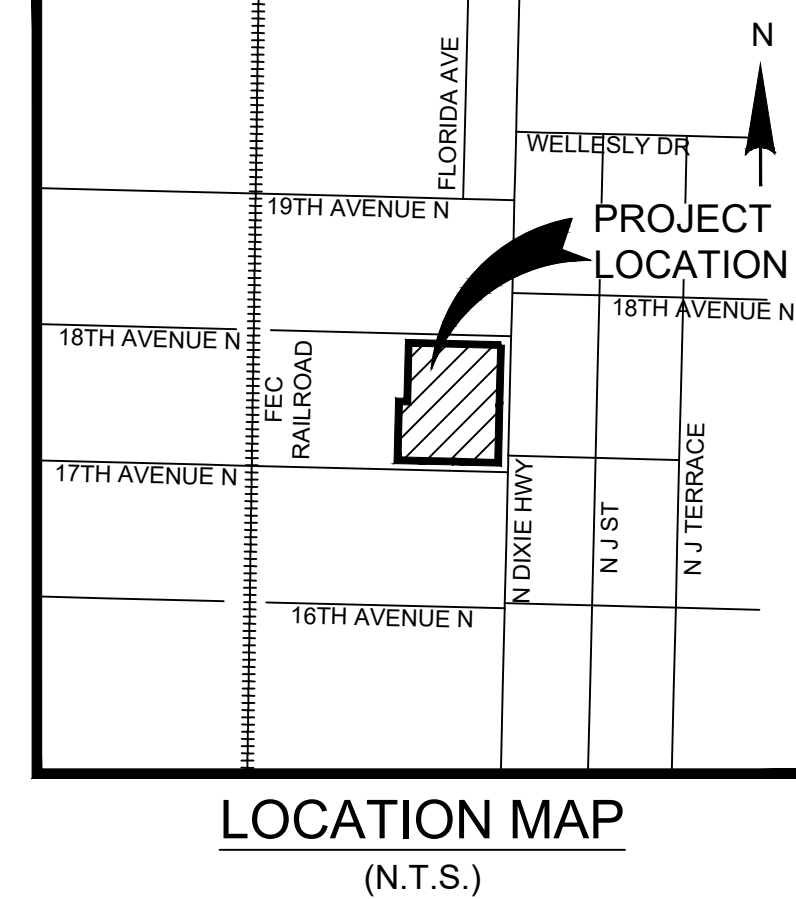
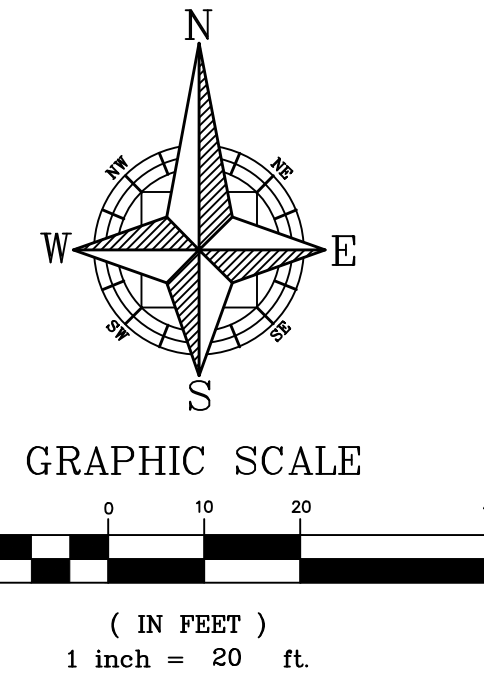
DISCLAIMER
This drawing, as an instrument of service, is the property of the Engineer and may not be reproduced without their permission and unless the reproduction carries their name. All design and other information shown on this drawing are for the use on the specified project only and shall not be used otherwise without written permission of the Engineer. Written dimensions shall have precedence over scaled dimensions. Contractors shall verify and be responsible for all dimensions and conditions on the job and the Engineer shall be informed of any variations from the dimensions and conditions shown on the drawing. Shop drawings shall be submitted to the Engineer for approval before proceeding with fabrication.

I:\217192\7.0_Production\7.03_Design\01_General\Sheets\127192-SP.dwg Modified: 6/30/2021 By: cpenace Plotted By: christopher_pence



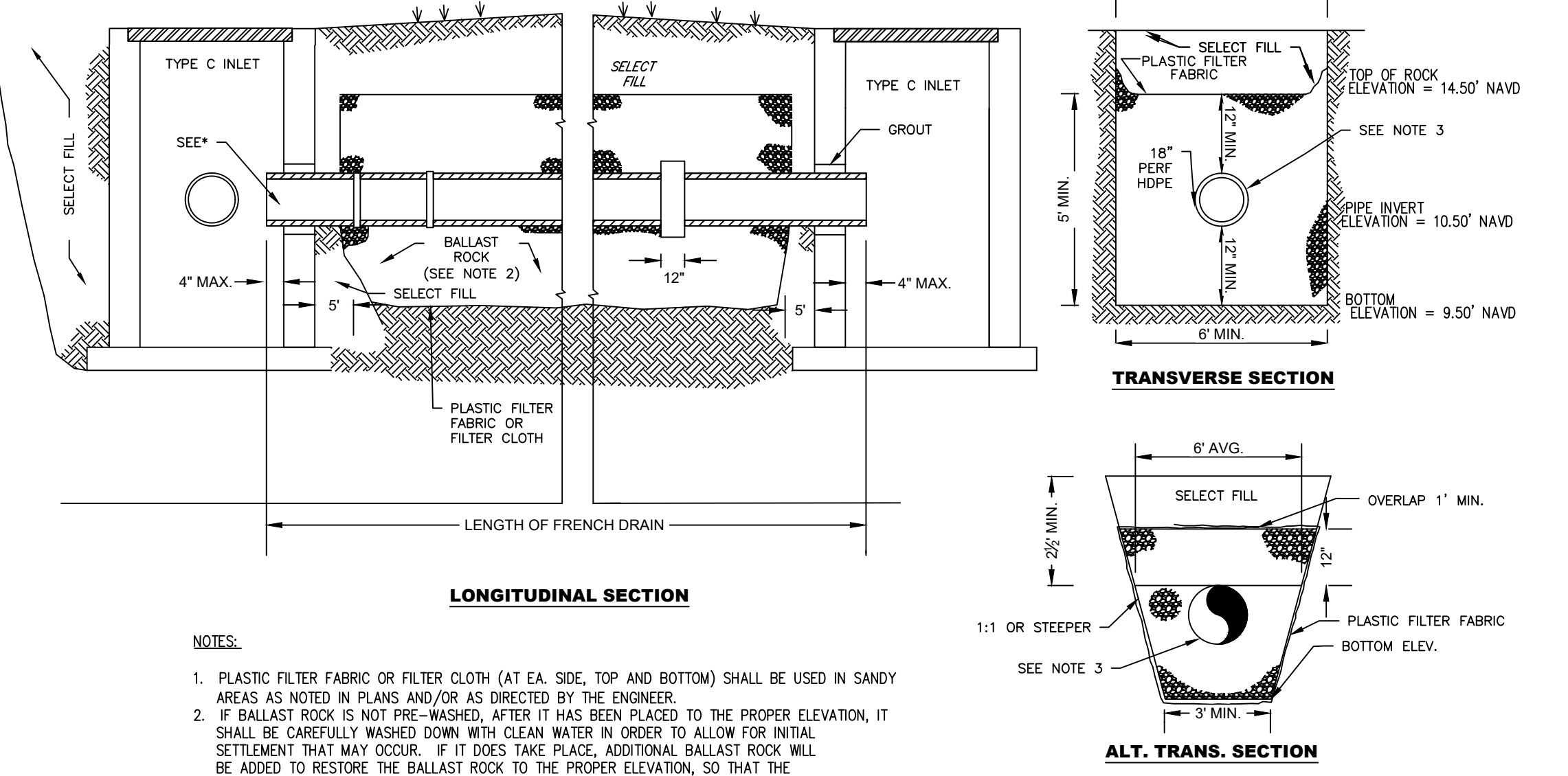
LEGEND

- CONCRETE PARKING AREA
- PERVIOUS CONCRETE PARKING AREA
- CONCRETE
- PERVIOUS PAVERS
- CATCH BASIN
- DRAINAGE MANHOLE
- YARD DRAIN
- DRAINAGE PIPE W/ EXFILTRATION TRENCH



PAVING AND DRAINAGE SPECIFICATIONS

1. ELEVATIONS SHOWN HEREON ARE BASED ON THE 1988 NATIONAL AMERICAN VERTICAL DATUM.
2. ALL MUCK/ORGANIC MATERIALS ARE TO BE REMOVED PER PALM BEACH COUNTY ENGINEERING DIVISION.
3. PRIME COAT AND TACK COAT FOR BASE COURSES SHALL CONFORM TO THE REQUIREMENTS OF PALM BEACH COUNTY/FDOT ENGINEERING DIVISION. PRIME COAT SHALL BE APPLIED AT A RATE OF 0.25 GALLONS PER SQUARE YARD.
4. ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI AT 28 DAYS UNLESS OTHERWISE NOTED.
5. ALL LABOR, MATERIALS, AND METHODS OF CONSTRUCTION SHALL BE IN STRICT ACCORDANCE WITH THE CITY OF POMPANO BEACH AND PALM BEACH COUNTY ENGINEERING DIVISION.
6. CONTRACTOR SHALL CONTACT ALL UTILITY COMPANIES, THE CITY OF LAKE WORTH BEACH ENGINEERING DEPARTMENT 48 HOURS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL PROTECT ALL UTILITIES AND SHALL BE RESPONSIBLE FOR ALL DAMAGES CAUSED DURING CONSTRUCTION AND SHALL REPAIR SAID DAMAGES AT HIS EXPENSE.
7. SHOP DRAWINGS OF ALL MATERIALS BEING USED SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO ORDERING MATERIALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY REVISED OR UNACCEPTABLE MATERIALS INSTALLED OR ORDERED WITHOUT AN APPROVED SHOP DRAWING.
8. ALL DRAINAGE PIPE IN AND PARALLEL TO THE ROADWAY SHALL BE REINFORCED CONCRETE PIPE CONFORMING TO ASTM C-76. (UNLESS OTHERWISE NOTED ON THE PLANS).
9. PVC PIPE SHALL BE NON-PRESSURE PIPE CONFORMING TO ASTM D-3034 SDR 35.
10. RESTORE ALL SIDEWALK, PAVEMENT, CURB, SODDING, SIGNAGE, PAVEMENT MARKINGS, ETC. DAMAGED DURING CONSTRUCTION TO ITS ORIGINAL CONDITION.
11. ANY EXISTING, UNUTILIZED WATER, SEWER OR GAS SERVICES MUST BE CUT AND CAPPED OR SLEEVED IN PLACE AT IT'S RESPECTIVE MAIN.
12. ANY CONFLICT WITH EXISTING OR PROPOSED UTILITIES SHALL IMMEDIATELY BE BROUGHT TO THE ATTENTION OF THE ENGINEER.
13. AT THE END OF EACH WORK PERIOD, ANY DROP-OFF IN THE AREA ADJACENT TO THE TRAVEL WAY SHALL BE BACKFILLED IN ACCORDANCE WITH STANDARD INDEX 600 OR SHALL BE OTHERWISE PROTECTED WITH A TEMPORARY BARRIER WALL AT THE CONTRACTOR'S EXPENSE.
14. THE APPLICANT AT THE EARLIEST CONVENIENT TIME SHALL NOTIFY IN WRITING ALL RIGHT-OF-WAY USERS AFFECTED BY THE CONSTRUCTION OF THIS PROJECT.
15. LIMEROCK BASE SHALL BE A MINIMUM OF 8" AND COMPACTED IN 4" LIFTS TO 98% MAXIMUM DENSITY ACCORDING TO AASHTO-T180. CONSTRUCTION TO CONFORM TO SECTION 200. BASE TO BE PRIMED AFTER COMPACTION.
16. STABILIZED SUBGRADE - MINIMUM 12" THICK AND COMPACTED TO 98% MAXIMUM DENSITY ACCORDING TO AASHTO-180. MATERIAL TO HAVE MINIMUM L.B.R OF 40 AND CONFORM TO SECTION 160.
17. ALL CURB CUT RAMPS MUST FACE IN THE DIRECTION OF PEDESTRIAN TRAVEL.
18. FLAGGERS MUST BE PRESENT DURING THE INGRESS AND EGRESS OF CONSTRUCTION VEHICLES TO AND FROM THE PROJECT SITE. WARNING SIGNS MUST BE ERECTED ADVISING MOTORISTS OF TRUCKS ENTERING THE HIGHWAY.
19. BASE AND SUB-GRADE DENSITY TESTS SHALL BE CONDUCTED FOR A MAXIMUM 7000 SQUARE FEET OF FINISHED PAVEMENT OR AS DIRECTED BY ENGINEER OR CITY.
20. LABORATORY PROCTOR COMPACTION TESTS (T-180) SHALL BE PERFORMED ON ALL MATERIAL. SUB-GRADE AND BASE ANY SUBSEQUENT CHANGES IN MATERIALS. LIMEROCK BEARING RATIOS, SIEVE ANALYSIS AND DENSITIES REQUIRED BY THE CONTRACT DOCUMENTS SHALL BE SUBMITTED BY THE CITY.
21. ALL REPAIRS TO EXISTING PAVEMENT SHALL RECEIVE SAW-CUT EDGES PRIOR TO RELAYING ASPHALT. UTILITY PIPING OR WIRING LESS THAN FOUR (4) INCHES IN DIAMETER REQUIRES A SCHEDULE 40 PVC CASING PIPE WITH SAND BACKFILLS UNDER PAVED AREAS ONLY.
22. ALL CONTROL STRUCTURES SHALL HAVE POLLUTION RETARDANT BAFFLE AT THE DISCHARGE PIPE OPENING.



- NOTES:**
1. PLASTIC FILTER FABRIC OR FILTER CLOTH (AT EA. SIDE, TOP AND BOTTOM) SHALL BE USED IN SANDY AREAS AS NOTED IN PLANS AND/OR AS DIRECTED BY THE ENGINEER.
 2. IF BALLAST ROCK IS NOT PRE-WASHED, AFTER IT HAS BEEN PLACED TO THE PROPER ELEVATION, IT SHALL BE CAREFULLY WASHED DOWN WITH CLEAN WATER IN ORDER TO ALLOW FOR INITIAL SETTLEMENT THAT MAY OCCUR. IF IT DOES TAKE PLACE, ADDITIONAL BALLAST ROCK WILL BE ADDED TO RESTORE THE BALLAST ROCK TO THE PROPER ELEVATION, SO THAT THE EXFILTRATION TRENCH BE COMPLETED IN ACCORDANCE WITH THE DETAILS.
 3. INVERT ELEVATION TO BE AS SHOWN IN PLANS.

MAY BE USED IN AREAS WHERE TRENCH WALLS WILL NOT STAND VERTICAL OR WHERE CAVE IN BELOW THE WATER TABLE IS LIKELY TO OCCUR. TO BE USED AT THE ENGINEER'S DISCRETION.

DISCLAIMER
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Revision/ Submission	No.	Date	Comments

IBI GROUP (FLORIDA) INC
1100 Park Central Boulevard South - Suite 3500
Pompano Beach FL 33064 USA
tel 954-974-2200 fax 954-973-2686
ibigroup.com

DECO GREEN
LAKE WORTH, FLORIDA
PRELIMINARY PAVING, GRADING AND DRAINAGE PLAN

PATRICIA RAMUCCI, PE
Digitally signed by Patricia Ramucci, PE
Date: 2021.07.01 12:51:41 -0400

DRAWN: CMP	SCALE: 1" = 20'
DESIGNED: PFR	PROJECT: 127192
CHECKED: PFR	SHEET: C3.0
DATE: 07/02/2021	

I:\27192\7.0_Production\7.03_Design\01_General\Sheets\127192-ENG.dwg Modified: 7/1/2021 By: cience Plotted By: christopher_pance

Rev	Date	Description
1		
2		
3		
4	07/02/21	City Commissioners Comments
5		
6		

Sheet Title:
**ILLUSTRATIVE
LANDSCAPE
SITE PLAN**

Project Name:
DECO GREEN
1715 North Dixie Highway,
Lake Worth, FL 33460

Andres E Montero
2021.07.02
00:57:50 - 04:00'

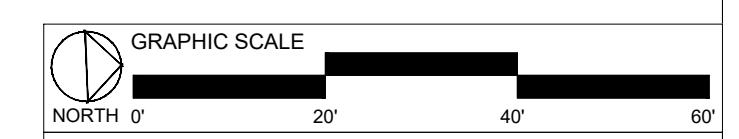
Date: January 14, 2021
Scale: 1" = 20'
Drawn By: AEM/GMP
Approved By: AEM
Project No: 1.20011

Sheet Number:
L-00

LEGEND:

1. Building #1 - 3 Story
Retail/Office/Gym/Residential
2. Building #2 - 6 Story
Parking/Residential
3. Building #3 - 3 Story
Community room/Office/Retail/Residential
4. Building #4 - 3 Story
Office/Retail/Residential
5. Courtyard
6. Playground
7. Dog Park
8. Bicycle Rack
9. Security Fence
10. Dumpster (Buildings #1, #3 & #4)
11. Parking - Pervious Concrete
12. Transformers
13. Parallel Parking
14. Loading Zone
15. Pergola Over Parking

- LARGE SHADE TREE
- MEDIUM SHADE TREE
- ORNAMENTAL TREE
- LARGE PALM
- SMALL PALM
- SCREENING HEDGE
- SHRUBS & GROUNDCOVERS
- SOD



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SITE PLAN APPROVAL SET - NOT FOR CONSTRUCTION



NORTH DIXIE HIGHWAY
(A.K.A. STATE ROAD 805)
("DIXIE HIGHWAY" - PLAT)
(60' R/W)



LANDSCAPE ARCHITECTURE
 LAND PLANNING
 URBAN DESIGN
 2208 NE 28TH STREET #1
 FORT LAUDERDALE, FLORIDA 33305 USA
 www.andresmontero.com
 LC2600088

Rev	Date	Description	By
1	04/09/21	Site Plan Review Comments from 03/19/2021	AEM/GMP
2			
3	07/02/21	City Commissioners Comments	AEM/GMP
4			
5			
6			

Sheet Title:
SITE LAYOUT PLAN

Project Name:
DECO GREEN
 1715 North Dixie Highway,
 Lake Worth, FL 33460

Andres E Montero
 2021.07.02
 00:58:42 - 04'00"

Date: January 14, 2021
 Scale: 1" = 20'
 Drawn By: AEM/GMP
 Approved By: AEM
 Project No: 1.20011

Sheet Number:
L-01

LEGEND

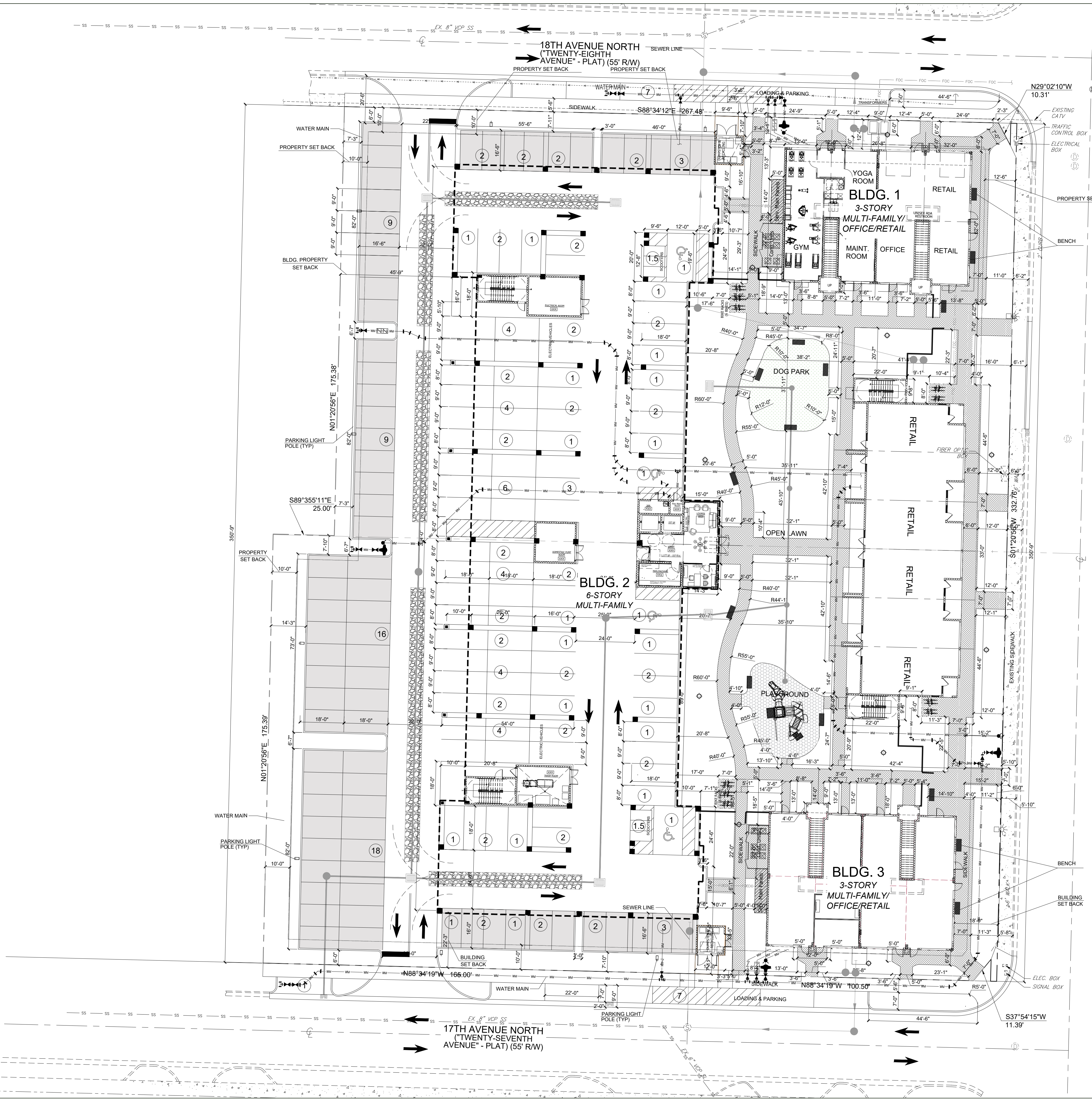
- PERVIOUS CONCRETE
- PERVIOUS CONCRETE PAVERS
- DOG PARK
- PLAYGROUND

GRAPHIC SCALE
 NORTH 0' 20' 40' 60'

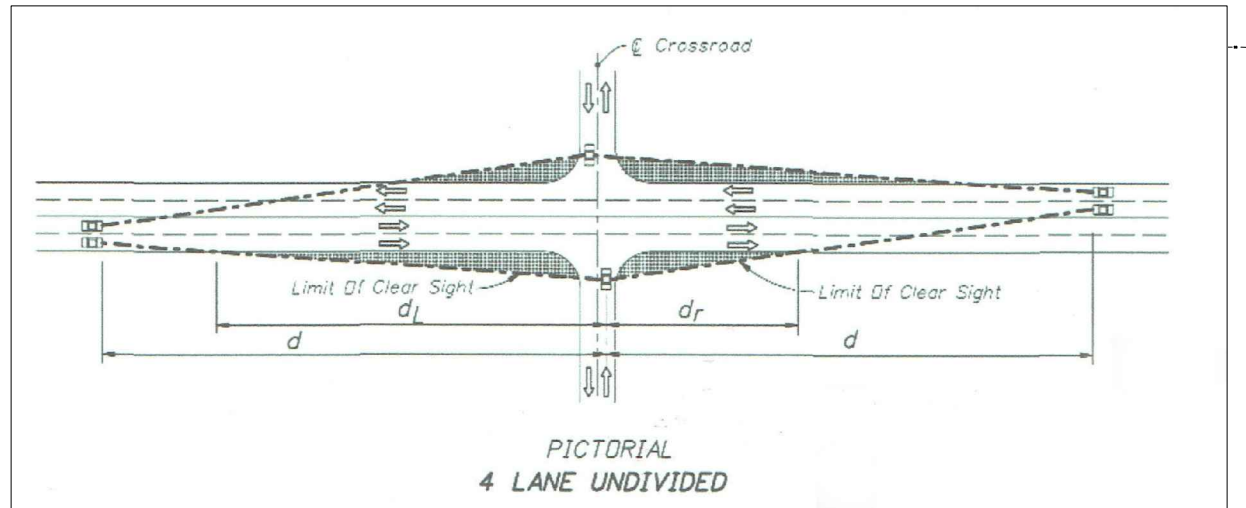
Sunshine State One Call

811

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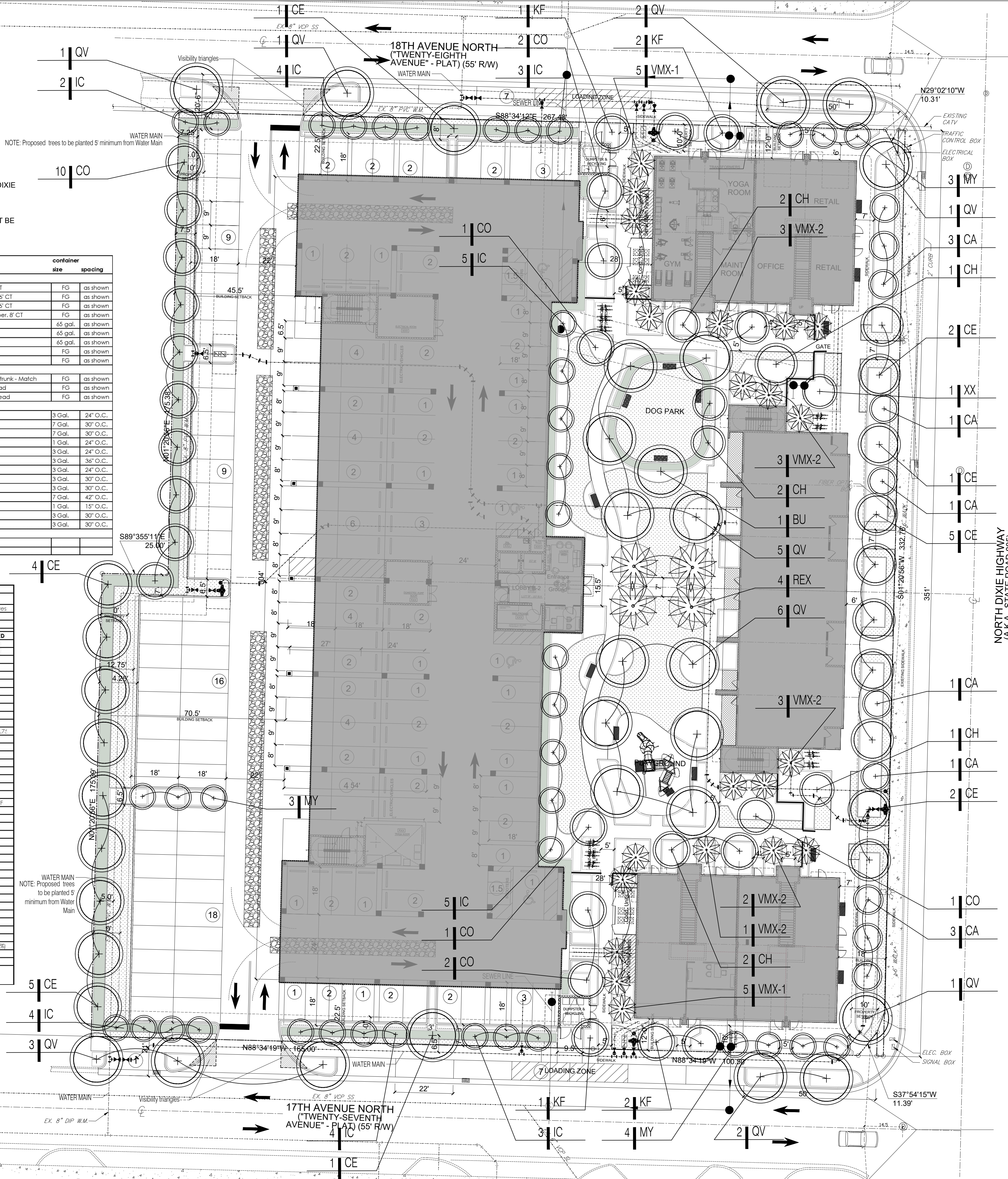
SITE PLAN APPROVAL SET - NOT FOR CONSTRUCTION



- SIGHT DISTANCE NOTES:
- SIGHT DISTANCES AT INTERSECTIONS OF 17TH AVENUE NORTH AND 18TH AVENUE NORTH WITH DIXIE HIGHWAY ARE BASED ON FDOT DESIGN STANDARDS.
 - MINIMUM DRIVER EYE SETBACK SHALL BE 14.5' FROM THE EDGE OF THE TRAVELED WAY.
 - INTERSECTION SIGHT DISTANCE ARE PROVIDED FOR PASSENGER VEHICLES.
 - LIMITS OF CLEAR SIGHT DEFINE A CORRIDOR THROUGHOUT WHICH A CLEAR SIGHT WINDOW MUST BE PRESERVE BETWEEN 18" BELOW THE SIGHT LINE DATUM AND 5'-0" ABOVE THE SIGHT LINE DATUM.
 - DESIGN SPEED 40 MPH.

QTY	code	species	common name	drought tolerance	native	specifications	container size	spacing
TREES								
1	BU	Bursera simaruba	Gumbo Limbo	High	yes	1 1/2" ht., 5" caliper, 6' CT	FG	as shown
10	CA	Caesalpinia granadillo	Bridalveil Tree	Medium	no	14" ht. std., 3" caliper, 6' CT	FG	as shown
21	CE	Conocarpus erectus	Green Buttonwood	High	yes	16" ht. std., 4" caliper, 6' CT	FG	as shown
8	CH	Chrysophyllum oliviforme	Satin Leaf	High	yes	16" ht. x 6' spr., 3.5" caliper, 8' CT	FG	as shown
18	CO	Coccoloba diversifolia	Pigeon Plum	High	yes	14" ht. std., 3" caliper	65 gal.	as shown
24	IC	Ilex cassine	Daphnol Holly	Medium	yes	12" ht. 3" Cal. Std	65 gal.	as shown
6	KF	Krugiodendron ferreum	Black Ironwood	High	yes	14" ht. std., 3" caliper	65 gal.	as shown
7	MY	Myrsine fragrans	Simon's Stapper	High	yes	12" x 5" spr., 2" DBH Std	FG	as shown
22	QV	Quercus virginiana	Live Oak	High	yes	16" ht., 4" Caliper, 6' CT	FG	as shown
PALMS								
4	REX	Ravallia regia	Royal Palm	Medium	yes	CT 14" Heavy/ Straight trunk - Match	FG	as shown
10	VMX-1	Veitchia montgomeryana	Motgomery Palm	Medium	no	12" O.A./Single- Full head	FG	as shown
12	VMX-2	Veitchia montgomeryana	Motgomery Palm	Medium	no	12" O.A./Double- Full head	FG	as shown
SHRUBS, GROUNDCOVERS & VINES								
140	CAP	Capparis cynophallophora	Jamaican Caper	High	yes	18" ht x 18" spr.	3 Gal.	24" O.C.
399	CHR	Chrysobalanus icaco 'Red Tip'	Red Tip Cocoplum	Medium	yes	30" O.A.	7 Gal.	30" O.C.
140	COS	Conocarpus erectus 'Sericeus'	Silver Buttonwood	High	yes	30" O.A.	7 Gal.	30" O.C.
152	DI	Dieris filicoides	African Iris	Medium	no	18" O.A./ Full Clump	1 Gal.	24" O.C.
186	FIN	Ficus microcarpa 'Green Island'	Green Island Ficus	High	naturalized	18" O.A.	3 Gal.	24" O.C.
172	HAM	Hamelia nodosa	Dwarf Firebush	Medium	yes	24" ht x 24" spr.	3 Gal.	34" O.C.
533	ILX	Ilex vomitoria 'Schillinga Dwarf'	Dwarf Yaupon Holly	High	yes	18" ht x 18" spr.	3 Gal.	24" O.C.
62	MUH	Muhlenbergia capillaris	Pink Muhly Grass	High	yes	30" O.A./ Full Clump	3 Gal.	30" O.C.
88	PSL	Psychotria ligustrifolia	Bahama Dwarf Wild Coffee	Medium	yes	24" ht x 18" spr.	3 Gal.	30" O.C.
68	SRX	Serenoa repens	Saw Palmetto	High	yes	24" O.A./ Full Clump	7 Gal.	42" O.C.
168	TRA	Trachelospermum asiaticum	Asiatic Jasmine	High	no	10" O.A./ Full	1 Gal.	15" O.C.
51	TRF	Tripsacum floldarum	Dwarf Fakahatchee Grass	Medium	yes	24" O.A./ Full Clump	3 Gal.	30" O.C.
315	ZAP	Zamia pumila	Coincya	High	yes	24" O.A./ Full Clump	3 Gal.	30" O.C.
SOD								
8897	SOD	Stenotaphrum secundatum	St. Augustine Grass		yes	Staggered Panels		
1100	ART							

LANDSCAPE CALCULATIONS	
ZONING	MU-2H
SITE AREA	100,791 SF 2.314 Acres
VEHICULAR USE AREA (VUA)	20,943
IMPERVIOUS AREA	REQUIRED 65% PROVIDED 64.32%
PERVIOUS AREA	35% 35.68%
VUA/PERIMETER BUFFER LANDSCAPE (fronting 17th Ave. North and 18th Ave. North)	
PERIMETER LANDSCAPE STRIP BETWEEN OFF-STREET PARKING AND R.O.W	5' 6' to 8'
305 LF OF VUA FRONTING R.O.W.	20 24
1 LARGE TREE/ 25 LF	
1 MEDIUM TREE/ 20 LF	
1 SMALL TREE/ 15 LF	
CONTINUOUS 3' HEDGE	Yes
PERIMETER LANDSCAPE BETWEEN OFF-STREET PARKING AND ADJUTING PROPERTIES	
325 LF OF VUA FRONTING R.O.W.	19 19
1 TREE/ 20 LF	
CONTINUOUS 3' TO 6' HEDGE	Yes
INTERIOR LANDSCAPE FOR PARKING AREAS	
TOTAL VUA LANDSCAPE ISLANDS (SF)	4 622
1 TREE/ 125 SF	3
INTERIOR LANDSCAPE (EXCLUSIVE OF VUA AND BUILDINGS)	
TOTAL VUA LANDSCAPE ISLANDS (SF)	25,069 SF 26,500 SF
1 LARGE TREE/ 625 SF	40 26
1 MEDIUM TREE/ 400 SF	16 26
1 SMALL TREE/ 225 SF	76 26
TOTAL INTERIOR LANDSCAPE TREES/PALMS	68
STREET TREES ALONG DIXIE HIGHWAY	12
STREET TREES ALONG 17TH AVENUE NORTH	5
STREET TREES ALONG 18TH AVENUE NORTH	4
TOTAL PLANT MATERIAL	21
TREES (TREES/PALMS)	104
SHRUBS & GROUNDCOVERS	2,567
NATIVE PLANT MATERIAL CALCULATIONS	
SEVENTY-FIVE (75) PERCENT OF REQUIRED TREES SHALL BE NATIVE	75% 93%
SEVENTY-FIVE (75) PERCENT OF REQUIRED SHRUBS SHALL BE NATIVE	75% 80%
NO MORE THAN 30% OF LANDSCAPE AREAS SHALL BE SOD	12456 9,891 (36%)
HEDGE/FENCE PROVIDED TO SCREEN MECH. EQUIPMENT	Yes
NOTE: ALL SOD AND LANDSCAPE TO RECEIVE 100% COVERAGE FROM AN AUTOMATIC IRRIGATION SYSTEM USING AN APPROVED WATER SOURCE. IRRIGATION SYSTEM SHALL BE EQUIPPED WITH A RAIN SENSOR.	



LEGEND

- (+ in circle) LARGE SHADE TREE
- (+ in circle) MEDIUM TREE
- (+ in circle) SMALL TREE
- (Starburst in circle) LARGE PALM
- (Starburst in circle) MEDIUM PALM
- (Starburst in circle) SMALL PALM
- (Hatched box) HEDGE
- (Dotted box) SHRUBS & GROUNDCOVERS

NORTH DIXIE HIGHWAY (AKA STATE ROAD 805) (DIXIE HIGHWAY - PLAT) (60' R/W)

- NOTES:
- THE UNPAVED PORTION OF THE RIGHT-OF-WAY ADJACENT TO THE PROPERTY LINE TO BE LANDSCAPED AND PROVIDED WITH IRRIGATION AND MAINTENANCE.
 - ROOT BARRIERS SHALL BE INSTALLED AT ALL TREES/PALMS THAT ARE PLANTED WITHIN FIVE (5) FEET OF UNDERGROUND UTILITIES OR UTILITY EASEMENT.
 - ALL LANDSCAPE AREAS SHALL BE PROVIDED WITH A FULLY AUTOMATICALLY OPERATED IRRIGATION SYSTEM. IRRIGATION SYSTEM SHALL PROVIDE COMPLETE COVERAGE OF ALL PLANT MATERIALS. THIS SYSTEM SHOULD HAVE RAIN SENSOR AND SHOULD AUTOMATICALLY SHUT OFF WHEN RAINING.
 - WITHIN VISIBILITY TRIANGLES, LANDSCAPE SHALL BE MAINTAIN TO PROVIDE CLEAR VISIBILITY WITHOUT OBSTRUCTION FROM AN AREA BETWEEN THIRTY (30) INCHES AND EIGHT (8) FEET ABOVE AVERAGE ELEVATION OF THE INTERSECTION.

GRAPHIC SCALE
NORTH 0' 20' 40' 60'

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LANDSCAPE ARCHITECTURE
LAND PLANNING
URBAN DESIGN
2208 NE 7th Street, #1
FORT LAUDERDALE, FLORIDA 33306 USA
TEL: 954.933.8259
www.andresmontero.com
LIC#2000586

Rev	Date	Description
1	04/09/21	Site Plan Review Comments from 03/18/2021
2	07/02/21	City Commissioners Comments
3		
4		
5		
6		

Project Name:
DECO GREEN
1715 North Dixie Highway,
Lake Worth, FL 33460

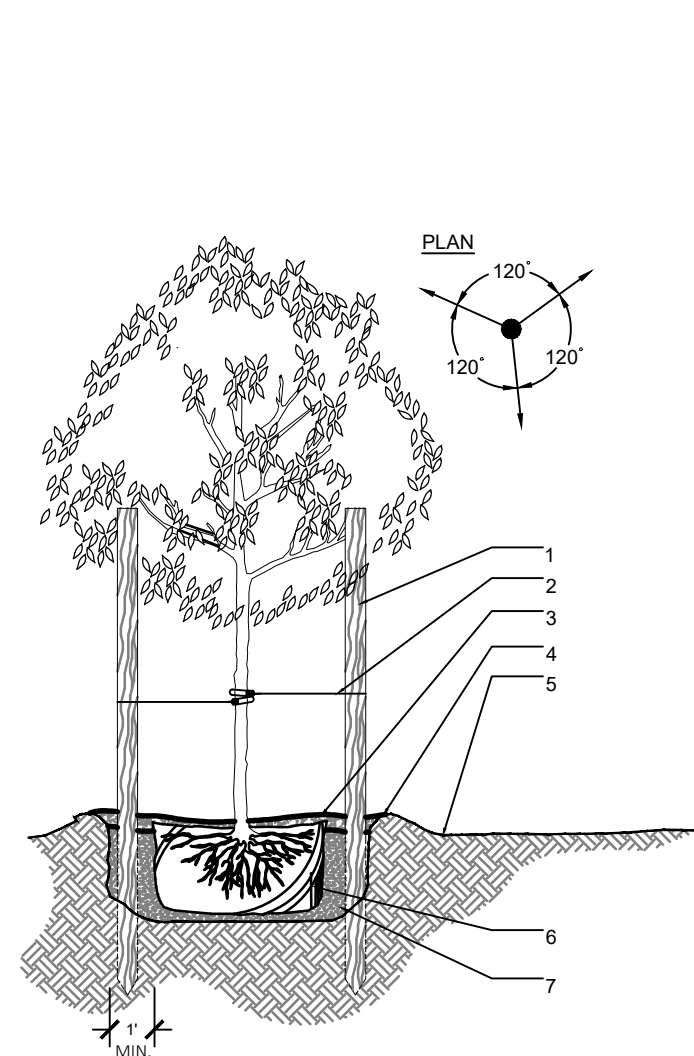
Project Name:
DECO GREEN
1715 North Dixie Highway,
Lake Worth, FL 33460

Andres E Montero
2021.07.02
01:03:25 - 04'00'

Date: January 14, 2021
Scale: 1" = 20'
Drawn By: AEM/GMP
Approved By: AEM
Project No: 120011

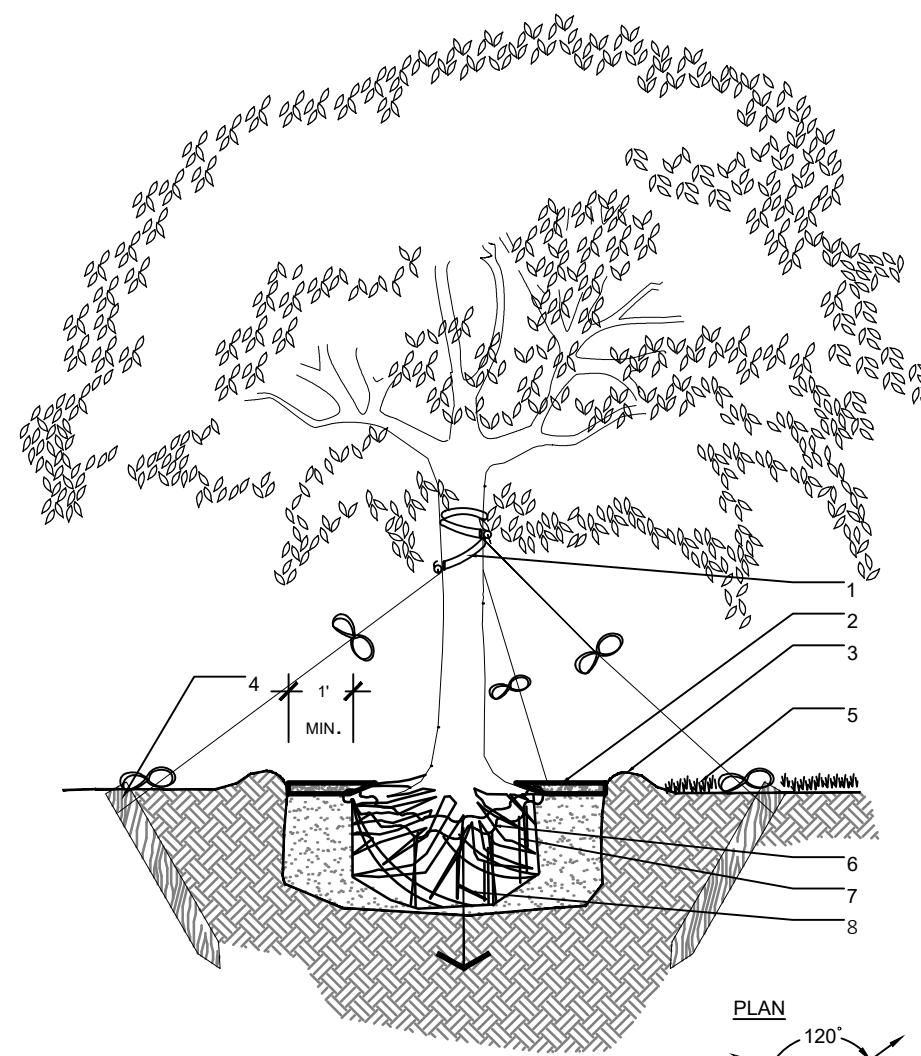
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L-02

SITE PLAN APPROVAL SET - NOT FOR CONSTRUCTION



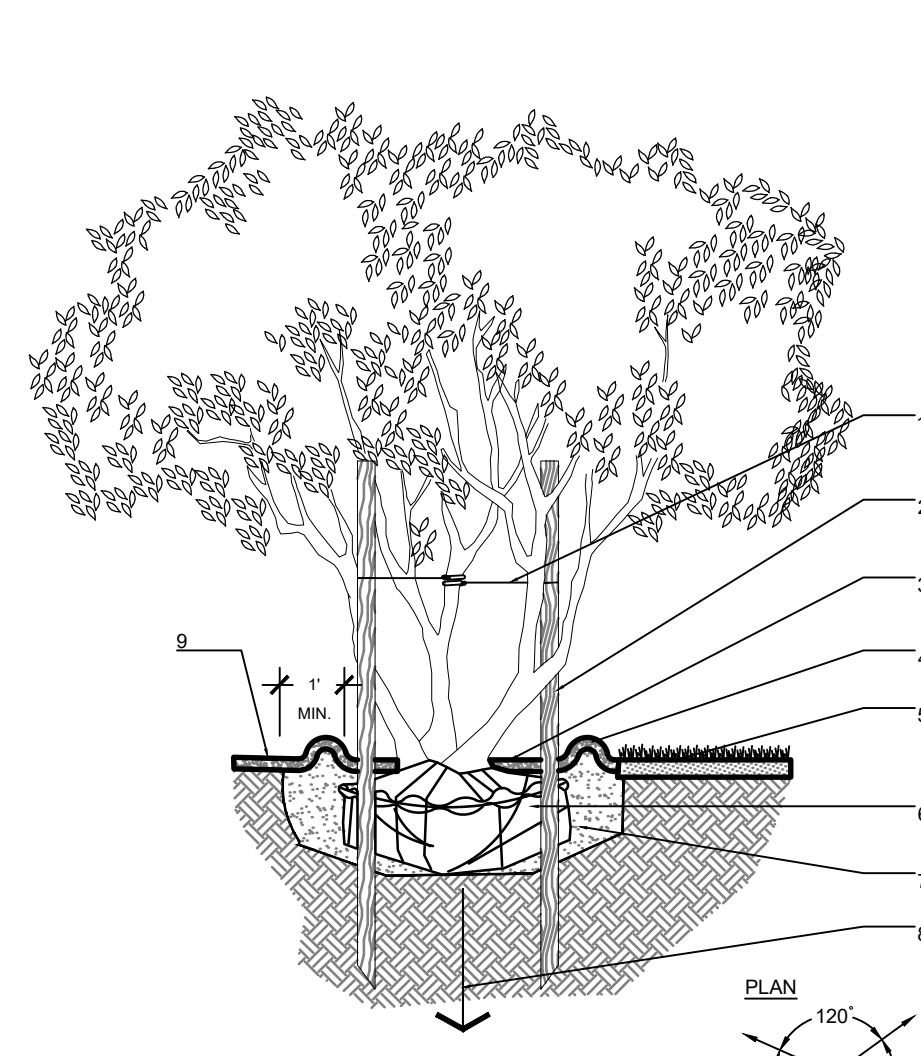
- LEGEND**
- THREE 2"x4" STAKES SPACE EVENLY AROUND TREE
 - PAINTED BROWN
 - #10 GALIAGE WIRE
 - 3" MINIMUM OF MULCH AS SPECIFIED
 - SOIL BERM TO HOLD WATER
 - FINISHED GRADE (SEE GRADING PLAN)
 - B&B OR CONTAINERIZED (SEE SPECIFICATIONS FOR ROOT BALL REQUIREMENTS)
 - PLANTING PIT SHALL BE A MINIMUM OF 2 TIMES SIZE OF ROOTBALL. PREPARED PLANTING SOIL AS SPECIFIED.
- NOTE**
- CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION.
 - FINAL TREE STAKING DETAILS AND PLACEMENT TO BE APPROVED BY L.A.
 - PROTECT TREE TRUNK WITH BLACK RUBBER HOSE

1 SMALL TREE SECTION D_XXXX-01.DWG SCALE: N.T.S.



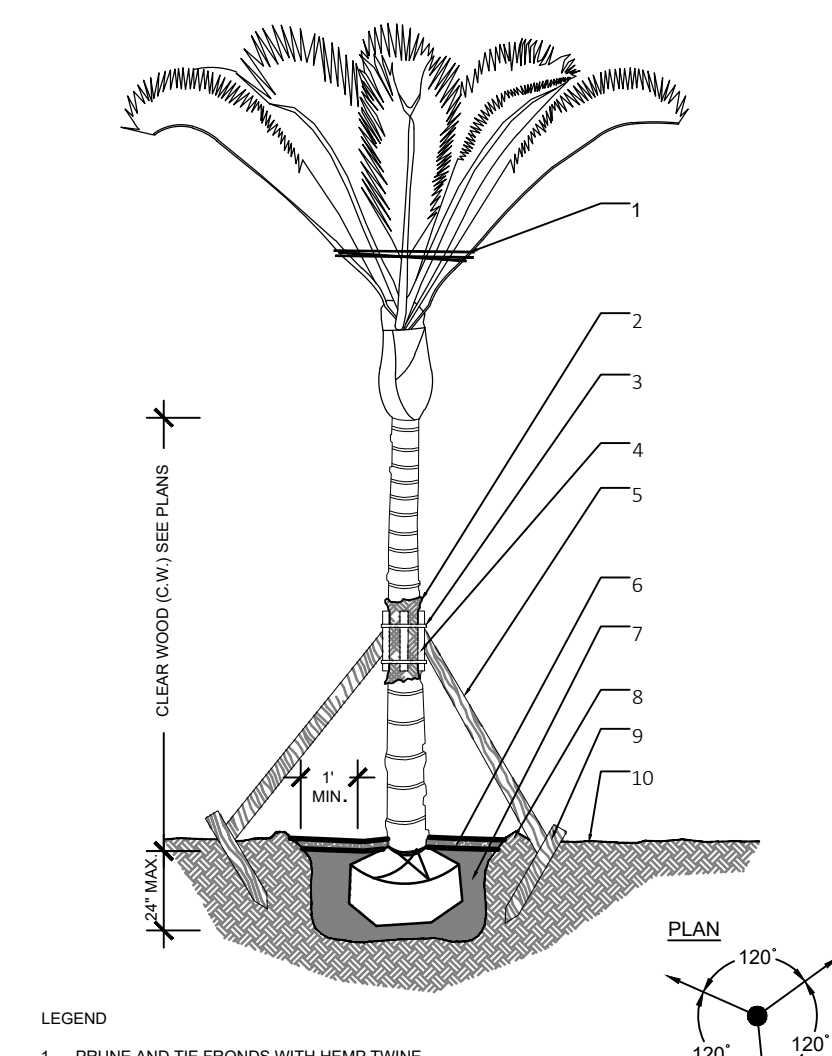
- LEGEND**
- 2" NYLON STRAPPING W/ RUBBER HOSE-WRAPPED 360 AROUND TRUNK BEFORE TYING-WRAP @ LATERAL BRANCH
 - 3" MULCH AS SPECIFIED MIN. 24" FROM TRUNK
 - SOIL BERM TO HOLD WATER
 - 2" MIN. MULCH (SEE SPECIFICATIONS FOR GRADING PLAN)
 - FINISHED GRADE - SOD CONDITION (SEE GRADING PLAN)
 - B&B OR CONTAINERIZED (SEE SPECIFICATIONS FOR ROOT BALL REQUIREMENTS)
 - PLANTING PIT SHALL BE A MINIMUM OF 2 TIMES SIZE OF ROOTBALL. PREPARED PLANTING SOIL AS SPECIFIED.
 - AUGER PER SPECS FOR PERCOLATION
- NOTE**
- CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION.

2 LARGE TREE SECTION D_XXXX-02.DWG SCALE: N.T.S.



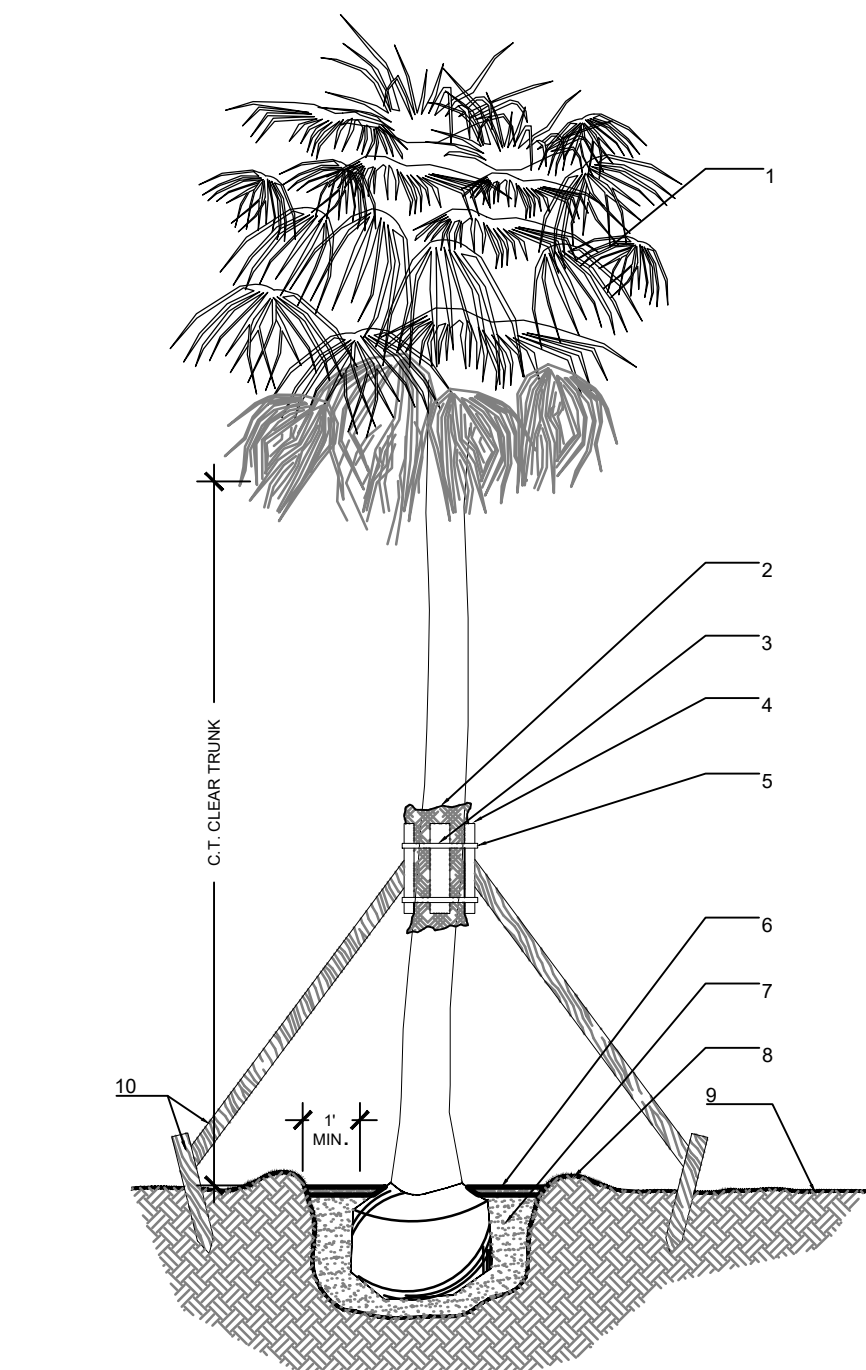
- LEGEND**
- 2" NYLON STRAPPING
 - THREE-2"x2" STAKES
 - 3" MULCH AS SPECIFIED
 - SOIL BERM TO HOLD WATER
 - FINISHED GRADE - SOD CONDITION (SEE GRADING PLAN)
 - B&B OR CONTAINERIZED (SEE SPECIFICATIONS FOR ROOT BALL REQUIREMENTS)
 - PLANTING PIT SHALL BE A MINIMUM OF 2 TIMES SIZE OF ROOTBALL. PREPARED PLANTING SOIL AS SPECIFIED
 - AUGER PER SPECS FOR PERCOLATION
 - MULCH CONTIGUOUS - SHRUB BED CONDITION
- NOTE**
- FINAL TREE STAKING DETAILS AND PLACEMENT TO BE APPROVED BY THE L.A.
 - CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION.

3 MULTI-TRUNK TREE SECTION D_XXXX-03.DWG SCALE: N.T.S.



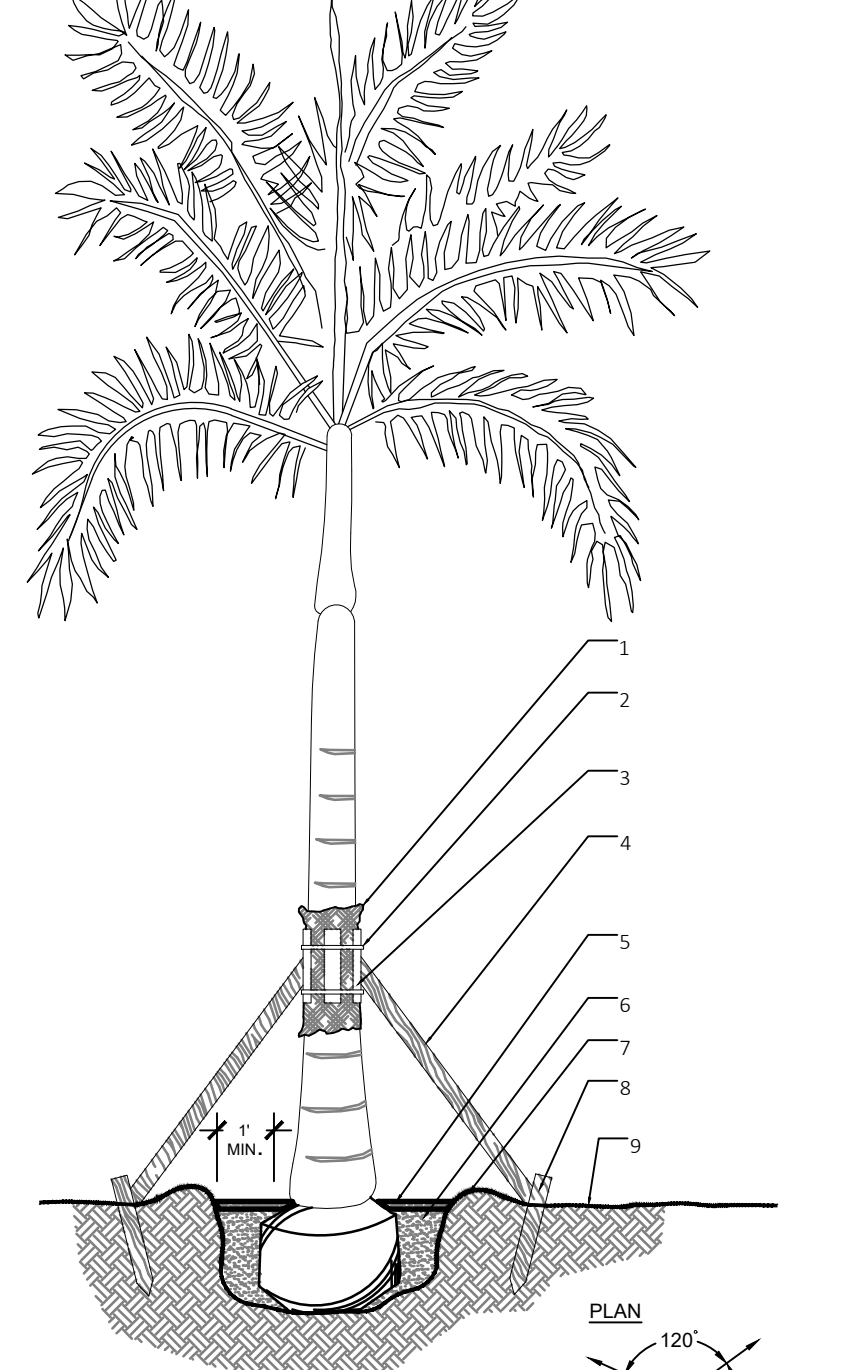
- LEGEND**
- PRUNE AND TIE FRONDS WITH HEMP TWINE
 - TWO LAYERS OF BURLAP TO PROTECT TRUNK
 - TWO STEEL BANDS TO SECURE BATTONS
 - THREE 2" X 4" WOOD BATTONS
 - 3/2" X 4" LUMBER POLE BRACES, NAIL, DRILL AND NAIL IF NECESSARY TO BATTONS & 2" X 4" STAKES. FLAG AT MIDPOINT
 - 3" MIN. MULCH - SEE SPECIFICATIONS
 - PLANTING PIT SHALL BE A MINIMUM OF 2 TIMES SIZE OF ROOTBALL. PREPARED PLANTING SOIL AS SPECIFIED
 - B&B OR CONTAINERIZED (SEE SPECIFICATIONS FOR ROOT BALL REQUIREMENTS)
 - SOIL BERM TO HOLD WATER
 - FINISHED GRADE
- NOTE**
- FINAL TREE STAKING DETAILS AND PLACEMENT TO BE APPROVED BY LANDSCAPE ARCHITECT
 - CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION.

4 SMALL PALM SECTION D_XXXX-07.DWG SCALE: N.T.S.



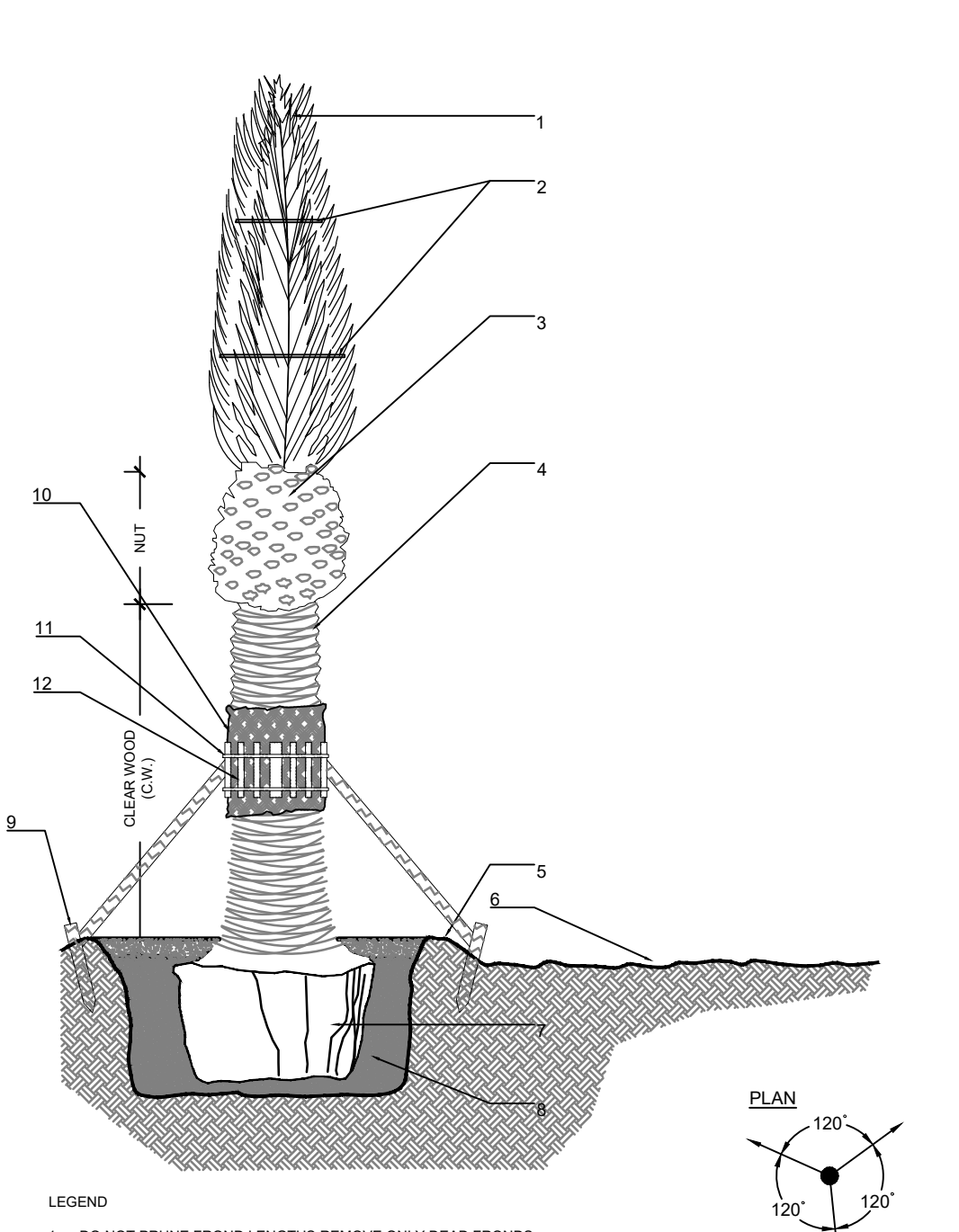
- LEGEND**
- PRUNE AND TIE FRONDS WITH HEMP TWINE. (WASHINGTONIA PALMS REMOVE PER SPECS. HURRICANE CUT SABAL PALM)
 - TWO LAYERS OF BURLAP TO PROTECT TRUNK
 - TWO STEEL BANDS TO SECURE BATTONS
 - 3/2" X 4" LUMBER POLE BRACES @ 120° NAIL, DRILL AND NAIL IF NECESSARY TO BATTONS & 2" X 4" STAKES. FLAG AT MIDPOINT.
 - 3" MIN. MULCH - SEE SPECIFICATIONS
 - PLANTING PIT SHALL BE A MINIMUM OF 2 TIMES SIZE OF ROOTBALL. PREPARED PLANTING SOIL AS SPECIFIED
 - SOIL BERM TO HOLD WATER. FINISH GRADE
 - 2" X 4" WOOD STAKES
- NOTES**
- SABAL PALMS W/ BOOTS REMOVED
 - SEE PLANS AND SPECS. FOR PALMS W/ BOOTS TO REMAIN ON TRUNK
 - FINAL TREE STAKING DETAILS AND PLACEMENT TO BE APPROVED BY L.A.
 - CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION.

5 SABAL PALM SECTION D_XXX-14.DWG SCALE: N.T.S.



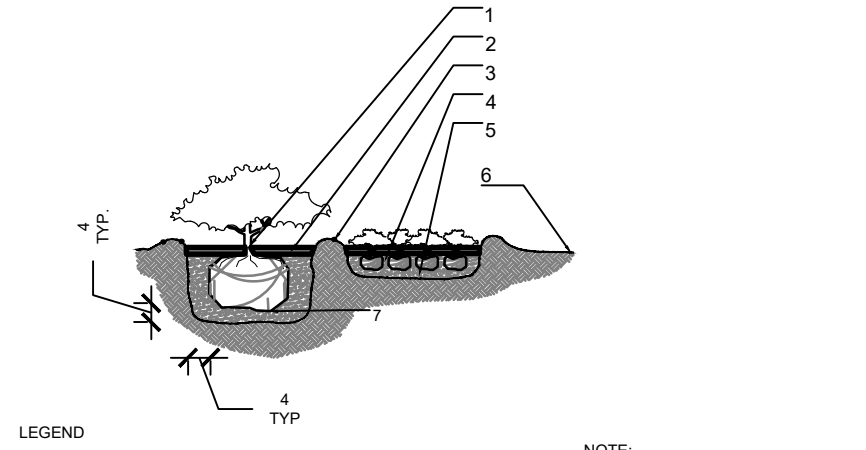
- LEGEND**
- TWO LAYERS OF BURLAP TO PROTECT TRUNK
 - TWO STEEL BANDS TO SECURE BATTONS
 - THREE 2" X 4" X 18" WOOD BATTONS
 - 3/2" X 4" LUMBER POLE BRACES, NAIL, DRILL AND NAIL IF NECESSARY TO BATTONS & 2" X 4" STAKES. FLAG AT MIDPOINT.
 - 3" MIN. MULCH - SEE SPECIFICATIONS
 - PLANTING PIT SHALL BE A MINIMUM OF 2 TIMES SIZE OF ROOTBALL. PREPARED PLANTING SOIL AS SPECIFIED
 - PALMS SHALL BE PLANTED WITH THE TOP OF ROOTBALL AT FINISHED GRADE
 - BERM SOIL TO HOLD WATER
 - 2" X 4" X 3" WOOD STAKES
 - FINISH GRADE
- NOTE**
- DO NOT PRUNE FROND LENGTHS REMOVE ONLY DEAD FRONDS
 - TIE FRONDS WITH HEMP TWINE DO NOT CUT HEAD OPEN WITHOUT LANDSCAPE ARCHITECT APPROVAL
 - SPRAY BUD WITH APPROVED PRODUCTS PER SCHEDULE (SEE MANUFACTURER'S INSTRUCTIONS)
 - TRUNKS TO BE FREE OF DAMAGE (IE. CHAIN MARKS, BURNS, GOUGES, ETC.) AND HAVE UNIFORM TAPER
 - SOIL BERM TO HOLD WATER
 - FINISHED GRADE
 - ROOTBALL SIZE - SEE SPECS. FOR MINIMUM DIMENSIONS PER PALM SPECIES
 - PLANTING PIT SHALL BE A MINIMUM OF 2 TIMES SIZE OF ROOTBALL. PREPARED PLANTING SOIL AS SPECIFIED
 - 2" X 4" X 30" WOOD STAKES
 - FIVE LAYERS OF BURLAP TO PROTECT TRUNK
 - TWO STEEL BANDS TO SECURE BATTONS
 - 4" X 4" WOOD BRACES, NAIL TO BATTONS AND FLAG AT MIDPOINT USE 3 @ 120 FOR ROW-1, 4 @ 90 FOR ROW-2 AND ROW-3.

6 ROYAL PALM SECTION D_XXXX-6.DWG SCALE: N.T.S.



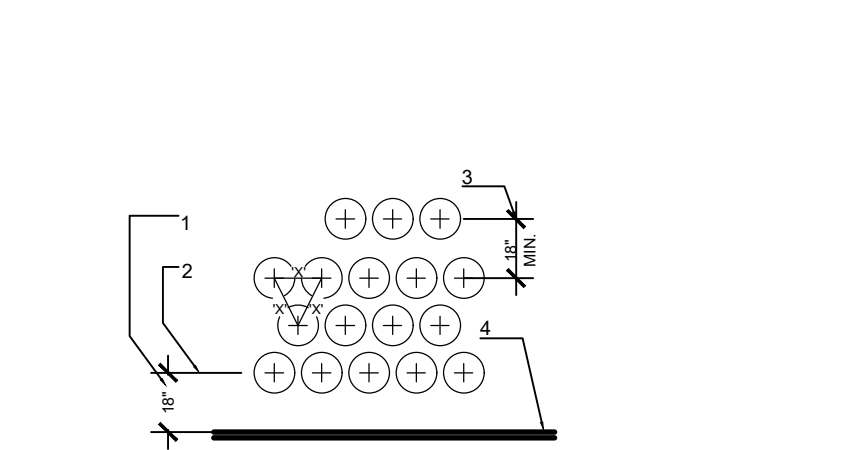
- LEGEND**
- DO NOT PRUNE FROND LENGTHS REMOVE ONLY DEAD FRONDS
 - TIE FRONDS WITH HEMP TWINE DO NOT CUT HEAD OPEN WITHOUT LANDSCAPE ARCHITECT APPROVAL
 - SPRAY BUD WITH APPROVED PRODUCTS PER SCHEDULE (SEE MANUFACTURER'S INSTRUCTIONS)
 - TRUNKS TO BE FREE OF DAMAGE (IE. CHAIN MARKS, BURNS, GOUGES, ETC.) AND HAVE UNIFORM TAPER
 - SOIL BERM TO HOLD WATER
 - FINISHED GRADE
 - ROOTBALL SIZE - SEE SPECS. FOR MINIMUM DIMENSIONS PER PALM SPECIES
 - PLANTING PIT SHALL BE A MINIMUM OF 2 TIMES SIZE OF ROOTBALL. PREPARED PLANTING SOIL AS SPECIFIED
 - 2" X 4" X 30" WOOD STAKES
 - FIVE LAYERS OF BURLAP TO PROTECT TRUNK
 - TWO STEEL BANDS TO SECURE BATTONS
 - 4" X 4" WOOD BRACES, NAIL TO BATTONS AND FLAG AT MIDPOINT USE 3 @ 120 FOR ROW-1, 4 @ 90 FOR ROW-2 AND ROW-3.
- NOTES**
- CONTRACTOR TO ASSURE DRAINAGE/PERCOLATION OF PLANTING PIT PRIOR TO INSTALLATION
 - CONTRACTOR TO STAKE LOCATION OF PALMS FOR LANDSCAPE ARCHITECT'S APPROVAL PRIOR TO INSTALLATION
 - STAKE PALMS (B+C/W) PER STAKING DETAIL

7 DATE PALM SECTION C-7.DWG SCALE: N.T.S.



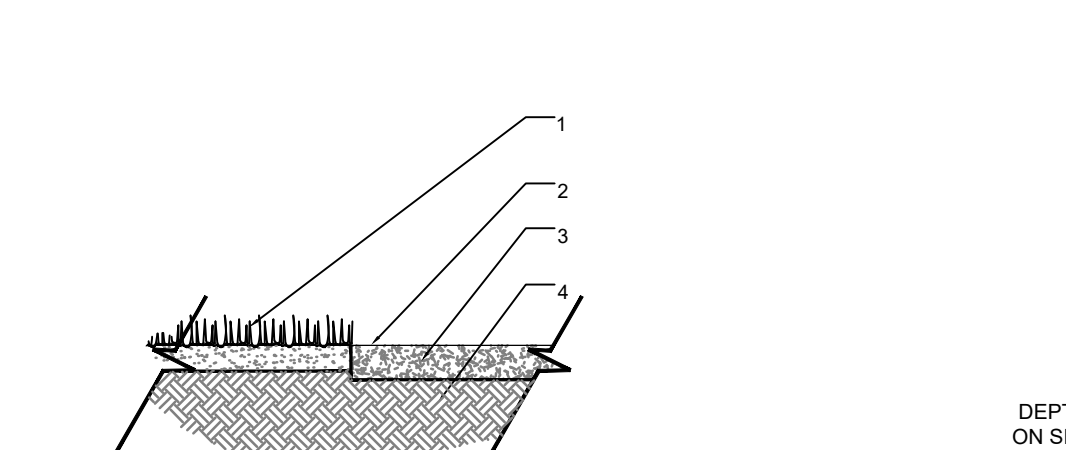
- LEGEND**
- PLANT MATERIAL SHALL BE PLANTED 2" HIGH WITH SOIL MOUNDING UP TO THE TOP OF ROOT BALL
 - 3" MINIMUM OF MULCH
 - SOIL BERM TO HOLD WATER
 - MINIMUM DEPTH OF 12" PLANTING SOIL FOR GROUNDCOVER BED
 - FINISHED GRADE (SEE GRADING PLAN)
 - PREPARED PLANTING SOIL AS SPECIFIED
- NOTE**
- WHEN GROUNDCOVERS AND SHRUBS USED IN MASSES, ENTIRE BED TO BE EXCAVATED TO RECEIVE PLANTING SOIL & PLANT MATERIAL, UNLESS NOTED OTHERWISE
 - CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION

8 SHRUBS AND GROUNDCOVERS SECTION D_XXXX-8.DWG SCALE: N.T.S.



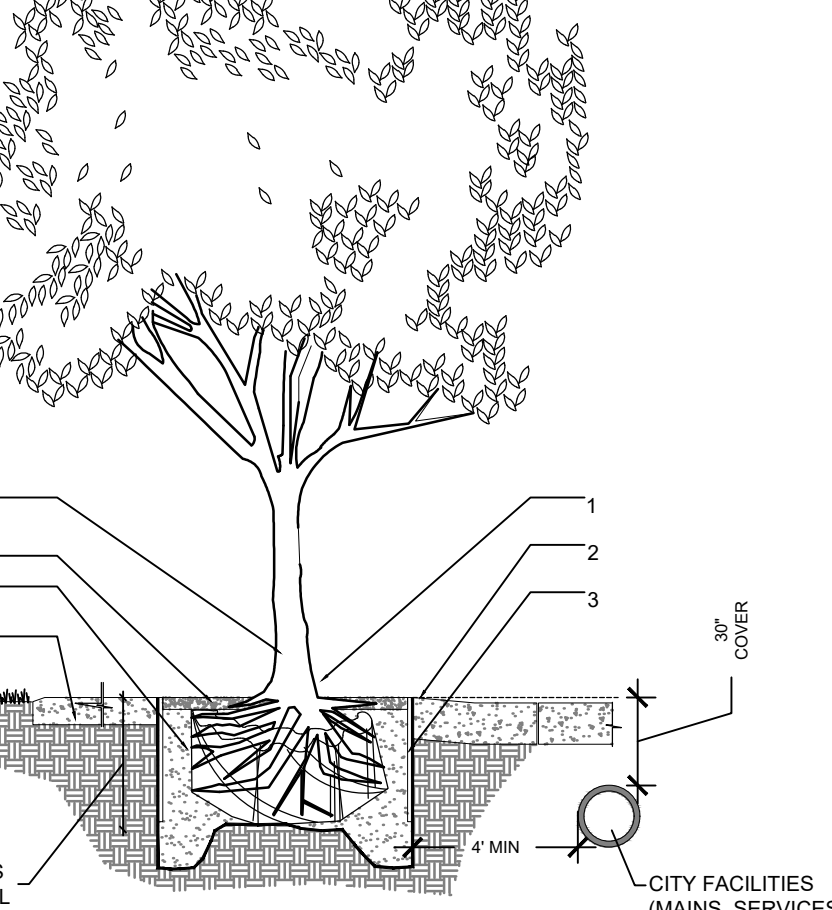
- LEGEND**
- SETBACK FOR SHRUBS PLANTED 24" O.C. OR GREATER
 - SETBACK FOR GROUNDCOVER AND ANNUALS
 - PROVIDE MIN. 18" SPACING BETWEEN DIFFERENT PLANT TYPES
 - CURB OR EDGE OF PAVEMENT
- NOTE**
- ALL SHRUBS AND GROUNDCOVER MASSES TO USE TRIANGULAR SPACING EXCEPT WHERE NOTED REFER TO PLANT LIST FOR INDIVIDUAL PLANT SPACING "X"

9 TYPICAL PLANT SPACING SECTION D_XXXX-9.DWG SCALE: N.T.S.



- LEGEND**
- SOD (PROVIDE CLEAN, SMOOTH EDGE BETWEEN SOD AND MULCHED AREAS)
 - MULCH (SEE SPECIFICATIONS)
 - COMPLETELY REMOVE EXISTING SOD AS REQUIRED PRIOR TO PLACING MULCH
 - PLANTING SOIL (FINE RAKED AND FREE OF WEEDS AND OTHER DELETERIOUS MATERIALS. SEE SPECIFICATIONS)
- NOTE**
- ALL MULCH SHALL BE FREE OF FIRE ANTS AND DEBRIS

10 MULCH SECTION D_XXXX-10.DWG SCALE: N.T.S.



- LEGEND**
- SET ROOT-TRUNK COLLAR FLUSH 1" ABOVE FINISHED GRADE
 - SIDEWALK OR PAVERS
 - 18" ROOT BARRIER. EXTEND A MINIMUM 6" IN BOTH DIRECTION FROM THE CENTERLINE OF THE TREES
 - CENTER TREE IN PLANTER OPENING
 - MULCH
 - BACKFILL WITH TOPSOIL OR AMENDED TOPSOIL
 - CONCRETE SIDEWALK
- NOTE**
- DEPTH VARIES BASES ON SIZE OF ROOT BALL
 - CITY FACILITIES (MAINS, SERVICES, ETC.)

11 ROOT BARRIER INSTALLATION SECTION d-2011-Root barrier.dwg SCALE: N.T.S.

General Notes:

- All plants noted for removal shall be removed and properly disposed off-site at Landscape Contractor's expense unless otherwise noted. Any and all the trees/palms to be removed shall require proper permitting and documentation of size, specie and condition.
- Before construction begins, the Landscape Contractor is responsible for locating all underground utilities and most avoid damaging any services during construction. If any damage occurs by fault of the Contractor, the necessary repairs must take place at the Landscape Contractor's expense and under the supervision of the Owner's representative.
- All proposed trees and plant materials shall be graded as Nursery Grade Florida No. 1 or better as outlined by the Florida Department of Agriculture and Consumer Services, Division of Plant Industry "Grades and standards for Nursery Plants", most current edition. All planting shall be done in accordance with the Florida Nurserymen's and Grower's Association approved practices.
- In addition to these requirements the Landscape Contractor shall comply with all local landscape codes and requirements as part of this base bid and contract in order to satisfy the review and approval of the governing agency.
- Plants shall meet size, container, and spacing specifications. Plant size shall take precedence over container size. Any material not meeting specifications shall be removed and replaced at the contractor's expense.
- The plant list is presented for the convenience of the Landscape Contractor. In the event of a discrepancy between the plan and the plant list, the plan shall take precedence over the plant list.
- All planting beds shall be excavated to a minimum depth of twelve (12") inches and backfilled with a suitable soil. All plant material shall be planted in planting soil that is delivered to the site in a loose, clean and friable condition. The planting soil shall be the approximate proportions as follows: 50% sand and 50% organic material consisting of native peat, well-decomposed sawdust, leaf mold and top soil. It shall provide a good pliable and thoroughly mixed medium with adequate aeration, drainage and water-holding capacity. It shall also be free of all extraneous debris, such as roots, stones, weeds, etc.
- All screening hedges shall be planted and maintained in a way that they form a continuous visual screen. Screening hedges at VUA to be maintained at a minimum height of thirty (30) inches to thirty six (36) inches depending on code requirements.
- All trees/palms and shrubs shall be fertilized with "Agriform" 20-10-5 planting tablets as per the manufacturers specifications at the time of installation and prior completion of pit backfilling also in conjunction with note #5. Tablets to be placed uniformly around the root mass at a depth that is between the middle and bottom of root mass at an application rate of: One (1) - 21 gram tablet for 1 gal container, two (2)- tablets for 3 gal container, three (3)- tablets for 5 gal container, four (4)-tablets for 7 gal container, three (3)-tablets for each 1/2 inch of tree caliper, and seven (7) tablets for palms. Ground Cover areas shall receive fertilization with "Ozmocote" time release fertilizer as per manufacturer's specification.
- All plant beds shall receive a minimum 2" layer of organic mulch, which is to be watered-in after installation. Mulch should be at least six (6) inches away from any portion of a structure or tree trunk and three (3) inches away from the base of shrubs.
- All plant material shall be thoroughly watered in at the time of planting and until landscape material is established. No dry material shall be permitted.
- All tree and shrub locations shall be approved by Landscape Architect prior to planting.
- The Landscape Contractor shall grade planting beds, as required, to provide positive drainage and promote optimum plant growth.
- The Landscape Contractor shall be responsible for examining fully both the site and bid documents. Discrepancies in the documents or the actual site conditions shall be reported to the Landscape Architect in writing at the time of bidding or discovery. No account shall be made after contract completion for failure by the Landscape Contractor to report such condition or for errors on the part of the Landscape Contractor at the time of bidding.
- The Landscape Contractor shall be responsible for securing all necessary applicable permits and licenses to perform the work set forth in this plan set and the specifications unless otherwise noted.
- Plant material shall be bid as specified unless unavailable, at which time the Landscape Architect shall be notified in writing of intended changes.
- All questions concerning the plan set and/or specifications shall be directed to the Landscape Architect.
- There shall be no additions, deletions or substitutions without written approval of the Landscape Architect.
- The Landscape Contractor shall guarantee, in writing, plant survivability. All landscape including shrubs and groundcovers shall be guaranteed for one year after final landscape inspection.
- All dimensions to be field-checked by the Landscape Contractor prior to landscape material installation. Discrepancies shall be reported immediately to the Landscape Architect.
- All materials must be as specified on the landscape plan. If materials or labor do not adhere to specifications, they will be rejected by the Landscape Architect with proper installation carried out by the Landscape Contractor at no additional cost.
- Existing sod shall be removed as necessary to accommodate new plantings
- All existing trees on site shall be protected from damage during construction. See existing tree protection fence detail.
- Any existing landscape and hardscape areas that are unnecessarily disturbed during the landscape installation shall be restored to original conditions by the Landscape Contractor.
- The Landscape Contractor will be responsible for the collection, removal, and proper disposal of any and all debris generated during the installation of this project.
- All landscape areas to have a positive drainage away from buildings and structures. Finished grade of landscape areas to be at or below the grade of adjacent sidewalks, slabs or VUA.
- All trees installed within the right-of-way, less than 15 from a road right-of-way, sidewalks or public infrastructure shall utilize a root barrier system.



LANDSCAPE ARCHITECTURE
LAND PLANNING
URBAN DESIGN
2208 NE 7th Street, #1
Fort Lauderdale, Florida 33306 USA
TEL: 954.333.8259
www.andresmontero.com
LIC2605098

Rev	Date	Description	By
1	04/09/21	Site Plan Review Comments from 03/18/2021	AEM/GMP
2	07/02/21	City Commissioners Comments	AEM/GMP
3			
4			
5			
6			

LANDSCAPE DETAILS
& GENERAL NOTES

Project Name:
DECO GREEN
1715 North Dixie Highway,
Lake Worth, FL 33460

Andres E Montero
2021.07.02
00:56:05 -04'00'

Date: January 14, 2021
Scale: N.T.S.
Drawn By: AEM/GMP
Approved By: AEM
Project No: 1.20011

Sheet Number:
L-03

Sunshine State One Call
811
Know what's below.
Call before you dig.

SITE PLAN APPROVAL SET - NOT FOR CONSTRUCTION

GENERAL NOTES

1. ALL WORK BY ALL TRADES TO BE COMPLETED IN ACCORDANCE WITH ALL CURRENT APPLICABLE CODES, ORDINANCES, STANDARDS, OR RESTRICTIONS, WHETHER INDICATED ON THE PLANS OR NOT.
2. ALL PLANS SUBMITTED FOR SPECIFIC PERMITS SHALL MEET THE CITY'S CODES REQUIREMENTS.
3. CONTRACTOR TO VERIFY THAT ALL REQUIRED APPROVALS PERTAINING TO THE PROJECT HAVE BEEN SATISFIED PRIOR TO COMMENCEMENT OF CONSTRUCTION. SUBCONTRACTORS TO SUBMIT SHOP DRAWINGS TO ARCHITECT'S/ENGINEER'S FOR APPROVAL.
4. THE GENERAL CONTRACTOR SHALL COORDINATE AND VERIFY WITH ALL SUBCONTRACTORS THE SIZE AND LOCATION OF ALL PIPING, DUCTWORK, TRENCHES, SLEEVES, SPECIAL BOLTING FOR EQUIPMENT CONDUITS, ETC.
5. THE SUBCONTRACTORS SHALL INCLUDE IN THEIR BID ALL WORK NECESSARY TO ASSURE THE PROJECTS COMPLIANCE WITH THE MOST STRINGENT REQUIREMENTS OF THE APPLICABLE CODES.
6. PRIOR TO SUBMISSION OF ANY BIDS THE SUBCONTRACTORS SHALL VISIT THE SITE AND VERIFY THE ARCHITECT'S DIMENSIONS, DETAILS, AND INFORMATION PERTAINING TO THE PROJECT. IF ANY DISCREPANCIES OR CONFLICT ARE PRESENT, THE SUBCONTRACTORS SHALL NOTIFY THE OWNER IMMEDIATELY. ANY DISCREPANCY, OR CONFLICT NOT BROUGHT TO THE ATTENTION OF ARCHITECT AND OWNER PRIOR TO THE FINAL BID SUBMISSION SHALL BE THE RESPONSIBILITY OF THE SUBCONTRACTORS AT NO ADDITIONAL COST TO THE OWNER.
7. THE SUBCONTRACTORS SHALL REFER TO THE APPROPRIATE SHOP DRAWINGS FOR INFORMATION RELATIVE TO THE BUILDING STRUCTURE, COLUMNS, FLOOR AND ROOF FRAMING.
8. THE CONTRACTOR SHALL SCHEDULE AND COORDINATE ALL WORK WITH SUB CONTRACTORS, SUPPLIERS, VENDORS, AND SPECIALTY CONTRACTORS.
9. ALL SUBCONTRACTORS SHALL CARRY PUBLIC LIABILITY, PROPERTY, AND WORKMEN'S COMPENSATION INSURANCE.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND DISTRIBUTING ALL CURRENT DRAWINGS TO ALL SUBCONTRACTORS AND VENDORS DURING THE EXECUTION OF THE PROJECT. THE CONTRACTOR SHALL MAINTAIN ON SITE IN A CONVENIENT LOCATION, A COMPLETE SET OF THE SIGNED AND SEALED PERMIT AND SUPPLEMENTAL DOCUMENTS, INCLUDING ALL THE LATEST REVISIONS, ADDENDUM, SHOP DRAWINGS AND SUPPLEMENTAL INFORMATION AS MAY BE REQUIRED FOR PROPER EXECUTION OF THE PROJECT.
11. EACH CONTRACTOR SHALL PROTECT THE WORK OF OTHER SUBCONTRACTORS. ANY CONFLICTS ARE TO BE RESOLVED BETWEEN THE SUBCONTRACTORS INVOLVED AND ANY WORK DAMAGED SHALL BE REPLACED BY THE SUBCONTRACTOR CAUSING THE DAMAGE. THE CONTRACTOR AND THE OWNER SHALL BE NOTIFIED OF SUCH CONFLICT.
12. VERIFY ALL DIMENSIONS IN THE FIELD PRIOR TO BEGINNING CONSTRUCTION. USE FIGURED DIMENSIONS ONLY. DO NOT SCALE THE DRAWINGS. (NOTIFY THE ARCHITECT IMMEDIATELY AND BEFORE PROCEEDING WITH ANY WORK, OF ANY VARIATIONS IN THE CONSTRUCTION DOCUMENTS AND OR SPECIFICATIONS).
13. APPLY AND/OR INSTALL ALL PRODUCTS AND MATERIALS ACCORDING TO MANUFACTURER'S PUBLISHED INSTRUCTIONS, OR IF NO INSTRUCTIONS EXIST, INSTALL PER STANDARD INDUSTRY PRACTICE.
14. ALL DIMENSIONS ARE TO ROUGH FRAMING.
15. ALL WINDOWS AND EXTERIOR DOORS SHALL BE IMPACT RESISTANCE & SHALL DISPLAY LABELS SHOWING COMPLIANCE WITH THE APPLICABLE CODES.
16. ALL WINDOW AND DOOR SIZES ARE NOMINAL. VERIFY MANUFACTURER'S ACTUAL AND ROUGH OPENING DIMENSIONS PRIOR TO WINDOW PLACEMENT. WINDOW SUPPLIER TO VERIFY ALL EGRESS WINDOW LOCATIONS TO SATISFY APPLICABLE CODES AND NOTIFY ARCHITECT OF ANY DISCREPANCIES.
17. ALL INTERIOR WALLS SHALL BE METAL STUDS AT 16" O.C. MAX. UNLESS NOTED OTHERWISE.
18. ALL LUMBER IN CONTACT WITH MASONRY OR CONCRETE SHALL BE PRESSURE TREATED.
19. ALL EXTERIOR DECK LUMBER SHALL BE PRESSURE TREATED.
20. ALL UTILITIES SHALL BE AVAILABLE AND WILL BE COORDINATED WITH ALL REQUIRED UTILITIES.
21. ALL MECHANICAL EQUIPMENT ON THE GROUND LEVEL SHALL BE SCREENED.
22. ALL DWELLING UNITS ARE ACCESSIBLE AS REQUIRED BY THE FAIR HOUSING ACCESSIBILITY GUIDELINES, 2020 FLORIDA BUILDING AND ACCESSIBILITY CODES.
23. PEDESTRIAN WALKWAYS TO BE PROVIDED TO ALL BUILDING ENTRANCES.
24. ONLY CITY APPROVED LANDSCAPING AND FENCES SHALL BE ALLOWED WITHIN THE LANDSCAPE BUFFER.
25. ALL RECREATIONAL AREAS TO BE FULLY ACCESSIBLE AS REQUIRED BY A.D.A.

CODE SUMMARY

CITY OF PORT SAINT LUCIE, FLORIDA	
I. APPLICABLE BUILDING CODES	
FLORIDA BUILDING CODE 2020 7TH EDITION	
FLORIDA ACCESSIBILITY 2020 7TH EDITION CODE	
FLORIDA BUILDING CODE - PLUMBING 2020 7TH EDITION CODE	
FLORIDA BUILDING CODE - MECHANICAL 2020 7TH EDITION CODE	
FLORIDA FIRE PREVENTION CODE 2020 7TH EDITION	
NFPA LIFE SAFETY CODE 2020 7TH EDITION	
NATIONAL ELECTRICAL CODE 2020 7TH EDITION	

SITE DATA

EXISTING ZONING	MU-DH	MIXED-USE DDIXE HIGHWAY
PROPOSED ZONING	MU-DH	MIXED-USE DDIXE HIGHWAY
EXISTING FUTURE LAND USE	MU-E	MIXED-USE EAST
PROPOSED FUTURE LAND USE	MU-E	MIXED-USE EAST

SHEET INDEX

SHT. No.	DESCRIPTION	PERMIT 01/14/2021 CCC 07/20/21	CURRENT DATE
ARCHITECTURAL			
A0.01	GENERAL INFORMATION	●	●
A0.02	SURVEY	●	●
A2.00	MASTER PLAN / GROUND FLOOR	●	●
A3.01	SECOND FLOOR PLAN BLDG'S 1, 2, 3 & 4	●	●
A2.02	THIRD FLOOR BLDG'S 1, 2, 3 & 4	●	●
A2.03	FOURTH FLOOR BLDG 2, ROOF PLAN FOR BLDG'S 1, 3 & 4	●	●
A2.04	FIFTH FLOOR BLDG 2, ROOF PLAN BLDG'S 1, 3 & 4	●	●
A2.05	SIXTH FLOOR BLDG 2	●	●
A2.06	ROOF PLAN BLDG 2	●	●
A2.07	UNITS	●	●
A2.08	UNITS	●	●
A2.09	UNITS	●	●
A2.10	UNITS	●	●
A2.11	UNITS	●	●
A2.12	UNITS	●	●
A2.13	UNITS	●	●
A2.14	UNITS	●	●
A2.15	AMENITIES IN GENERAL	●	●
A2.16	AMENITIES CONT.	●	●
A3.01	ELEVATIONS	●	●
A3.02	ELEVATIONS	●	●
A3.03	ELEVATIONS	●	●
A3.04	ELEVATIONS	●	●
A9.01	PERSPECTIVES	●	●
A9.02	PERSPECTIVES	●	●
A9.03	PERSPECTIVES	●	●
A9.04	PERSPECTIVES	●	●
STRUCTURAL NOT required for this application			
S1.01			
S1.02			
S2.01			
S2.02			
S3.01			
S4.01			
S4.02			
S4.03			
S5.01			
S5.02			
S5.03			
S5.04			
S5.05			
MECHANICAL, ELECTRICAL, & PLUMBING NOT required for this application			
FP-1			
E1.0			
E2.0			
E3.0			
E4.0			
E5.0			
E6.0			
E7.0			
M1.0			
M1.1			
M1.2			
M2.0			
P1.0			
P1.1			
P2.0			
P2.1			

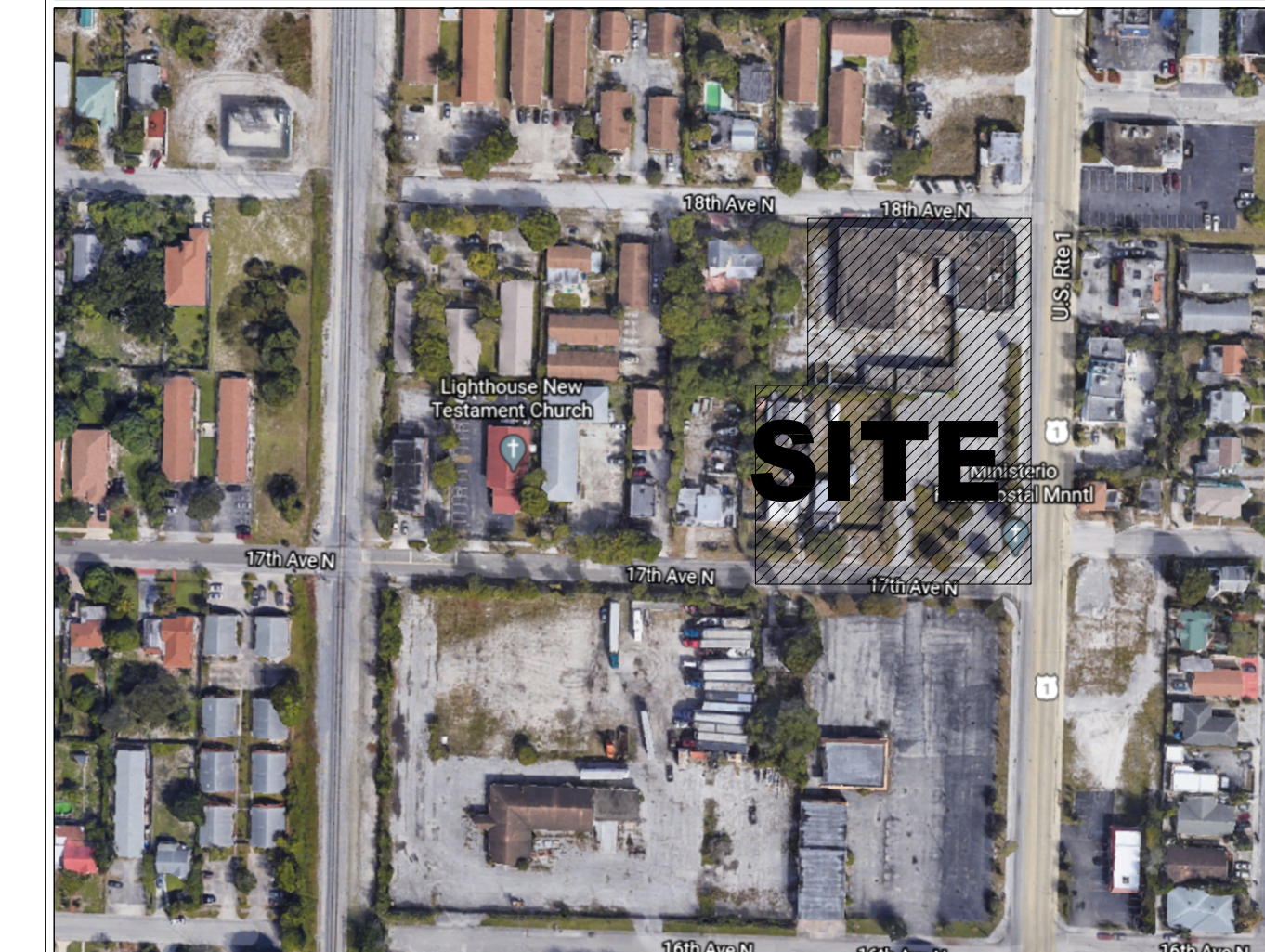
ARCHITECTURAL ABBREVIATIONS INDEX

ABV ABOVE	EPX EPOXY	MIN MINIMUM	SD SEPI	SQUARE FOOTAGE
ACT ACTUAL	EQ EQUAL	MIR MIRROR	SEPARATN SEPARATION	
A.F.F. ABOVE FINISH FLOOR	EQUIP EQUIPMENT	MRB MOISTURE RESISTANT	SF SEPI	SQUARE FOOTAGE
ALUM ALUMINUM	EXT EXTERIOR	BOARD BOARD	SHT SHEET	
APP APPROVED	F.E. FIRE EXTINGUISHER	MNGR'S MANAGER'S	SIM SIMILAR	
ASSM/ ASSMB ASSEMBLY	FLR FLOOR	MTD MOUNTED	SIM SIMILAR	
BD BOARD	FDN/FND FOUNDATION	MTL METAL	SPECS SPECIFICATIONS	
BLDG BUILDING	FT FEET/FOOT	N/A NOT APPLICABLE	SQ SQUARE	
BLOCK'G BLOCKING	GALV GALVANIZED	NO. NUMBER	STL STEEL	
BVD BOULEVARD	G.C. GENERAL CONTRACTOR	NON COMB NON COMBUSTIBLE	STOR STORAGE	
B.O. BOTTOM OF	GEN GENERAL	O.C. ON CENTER	STRUCT STRUCTURAL	
BS BEAM SOFFIT	G.S.F. GYPSUM WALL BOARD	OCCU OCCUPANCY	SUSP SUSPENDED	
CIRC CIRCULAR	GWB GYPSUM BOARD	O.H. OVER HEAD	T.B. TOWEL BAR	
CLG CENTER LINE	GYP BD GYPSUM BOARD	OP'G/OPG OPENING	TELE TELEPHONE	
CLL CEILING	H.C. HANDICAP	OPEN'G OPENING	TERM TERMINATION	
CLOS CLOSET	HDWE HARDWARE	O.S.B. ORIENTED STRAND BOARD	T & G TONGUE & GROOVE	
CLR CLEAR	HGT HEIGHT	PARK'G PARKING	THK THICK	
C.M.U. CONCRETE	HORIZ HORIZONTAL	PKG PACKAGE	T.O. TOP OF	
CONC CONCRETE	HR HOUR	PL PLATE	TYP TYPICAL	
CONST CONSTRUCTION	HVAC HEATING, VENTILATION, AIR CONDITIONING	PLYWD PLYWOOD	U.L. UNDERWRITERS LABORATORIES	
CORR CORRIDOR	H.W.C. HANDICAP WATER COOLER	P.P. POWDER ROOM	U.S.G. UNITED STATES GYPSUM	
CPT CARPET	H.W.H. HOT WATER HEATER	P.T. PRESSURE TREATED	U.N.O. UNLESS NOTED OTHERWISE	
C.T. CERAMIC TILE	IN INCH	PTD PAINTED	VAN VANITY	
D DRYER	INFO INFORMATION	P.V.C. POLY VINYL CHLORIDE	V.B. VAPOR BARRIER	
DIA DIAMETER	INUL INSULATION	RAD RADIUS	VERT VERTICAL	
DN DOWN	INT INTERIOR	RATD RATED	VEST VESTIBULE	
DR DOOR	INT INTERIOR	REF REFLECTED CEILING	VINYL TILE VINYL TILE	
D.S. DOWN SPOUT	JOINT JOINT	PLAN PLAN	WASHER WASHER	
DW DISH WASHER	LAU/LDRY LAUNDRY	REF/REQ'D REFRIGERATOR	W W	
DWGS DRAWINGS	Lb POUND	REQ'TS REQUIREMENTS	W/O WITH	
E EACH	LIN/LINEN LINEN	R/R ROOM	W.C. WITH CLOSET	
ELEC ELECTRIC	MANUF MANUFACTURER	RND ROUND	W.D. WATER CLOSET	
ELEV ELEVATOR	MAT'L MATERIAL	R & S ROD & SHELF	WOOD WOOD	
	MAX MAXIMUM	RUN RUN	WALK IN CLOSET WALK IN CLOSET	
	M.C. MEDICINE CABINET	S.A. BLKTS SOUND ATTENUATION BLANKETS	WINDOW WINDOW	
	MECH MECHANICAL			

ARCHITECTURAL SYMBOLS INDEX

BRICK	STEEL	PLYWOOD: SMALL SCALE	DOOR SYMBOL
CONCRETE MASONRY UNIT	PLASTER CEMENT, SAND, GROUT	METAL: SMALL SCALE STRUCTURAL, FLASHING	WINDOW SYMBOL
CAST IN PLACE OR PRE-CAST CONCRETE	ROCK OR STONE	GYPSUM WALL BOARD	REVISION NUMBER
LIGHT WEIGHT CONCRETE	CRUSHED STONE, GRAVEL OR POROUS FILL	STUCCO REINFORCED	ELEVATION NO.
CAST STONE	CUT STONE, BLUESTONE, FLAGSTONE OR SLATE	RESILIENT FLOORING	INTERIOR ELEVATION
EARTH: UNDISTURBED	STONE: ROUGH-CUT OR RUBBLE	CARPET AND PAD	SHEET NO.
EARTH: BACKFILL	WOOD: FINISH	CERAMIC TILE: LARGE SCALE	CHANGE OF FLOOR FINISH
BATT OR BLOWN INSULATION	WOOD: ROUGH	CERAMIC TILE: PROFILE	DATUM ELEVATION
RIGID INSULATION	WOOD BLOCKING	GLASS: LARGE SCALE	MATCH LINE
METAL, ALUMINUM, ECT.	PLYWOOD: LARGE SCALE	GLASS: SMALL SCALE	(TB) TEST BORING
			(WP) WORK POINT
			(DP) DATUM POINT
			(CP) CONTROL POINT
			WALL PARTITION TYPE
			DETAIL ENLARGEMENT

KEY SITE PLAN



THE MARTIN ARCHITECTURAL GROUP, P.C.
ARCHITECTS AND LAND PLANNERS
A PROFESSIONAL CORPORATION
6810 Lyons Technology Circle, Suite 185, Coconut Creek FL 33073
P (954) 428-1618 F (954) 428-4416

P.A.: James M. Rivello
Dominick Ranieri
P.M.: A. Garcia
DRAWN BY: AG & LP
PROJECT NO.: 1943-01

NO.	REVISION	DATE
01	ENTITLEMENT PACKAGE	07/14/21
02	PRZ COMMENTS	04/09/21
03	CITY COMMISSIONERS COMMENTS	07/02/21

ENTITLEMENT PACKAGE

GENERAL INFORMATION
DECO GREEN, LLC
LAKE WORTH, FLORIDA
OAG INVESTMENT 5 LLC

SCALE: AS NOTED
DATE: 01/14/2021

A0.01
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 ARCHITECTS AND LAND PLANNERS
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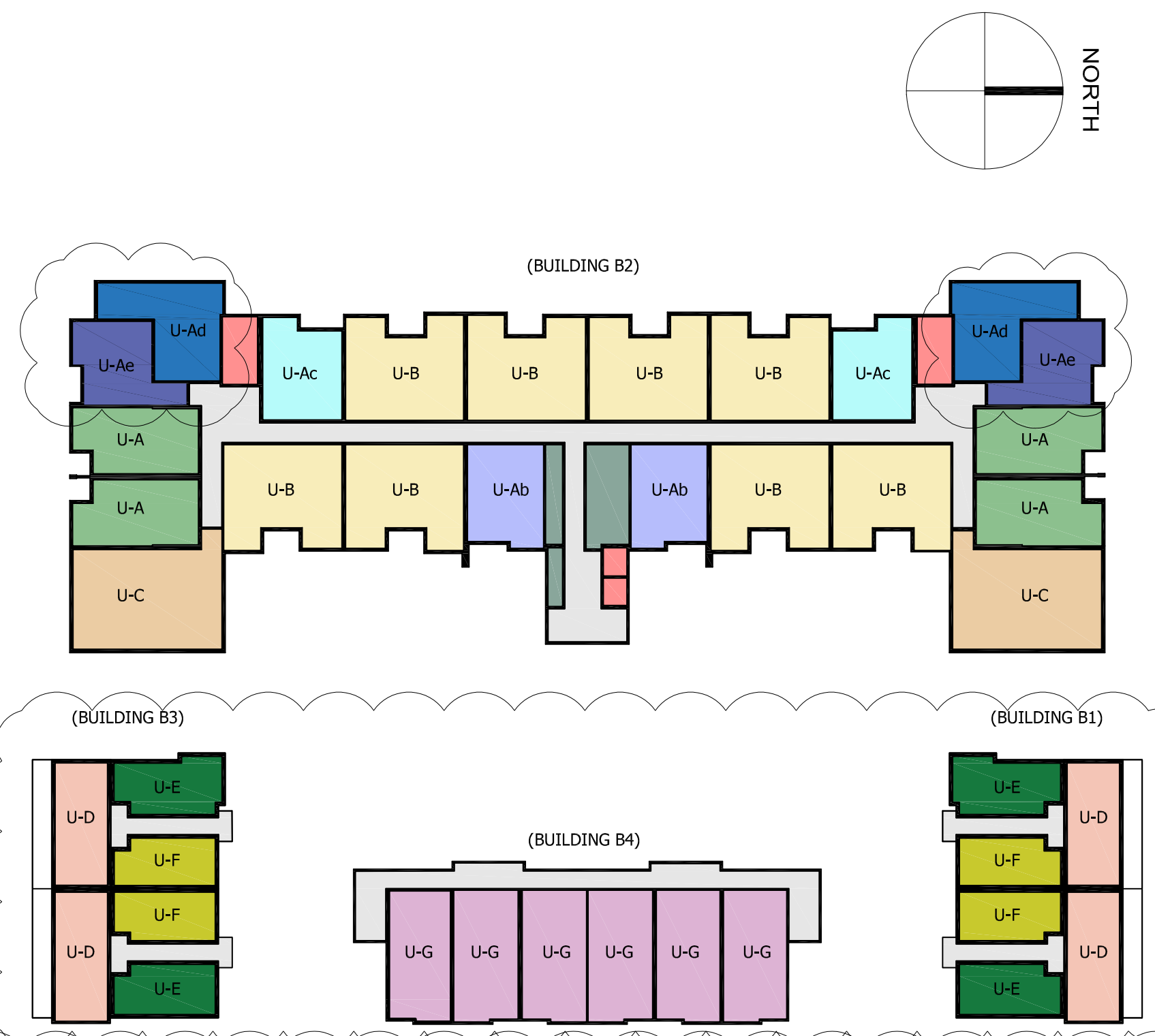
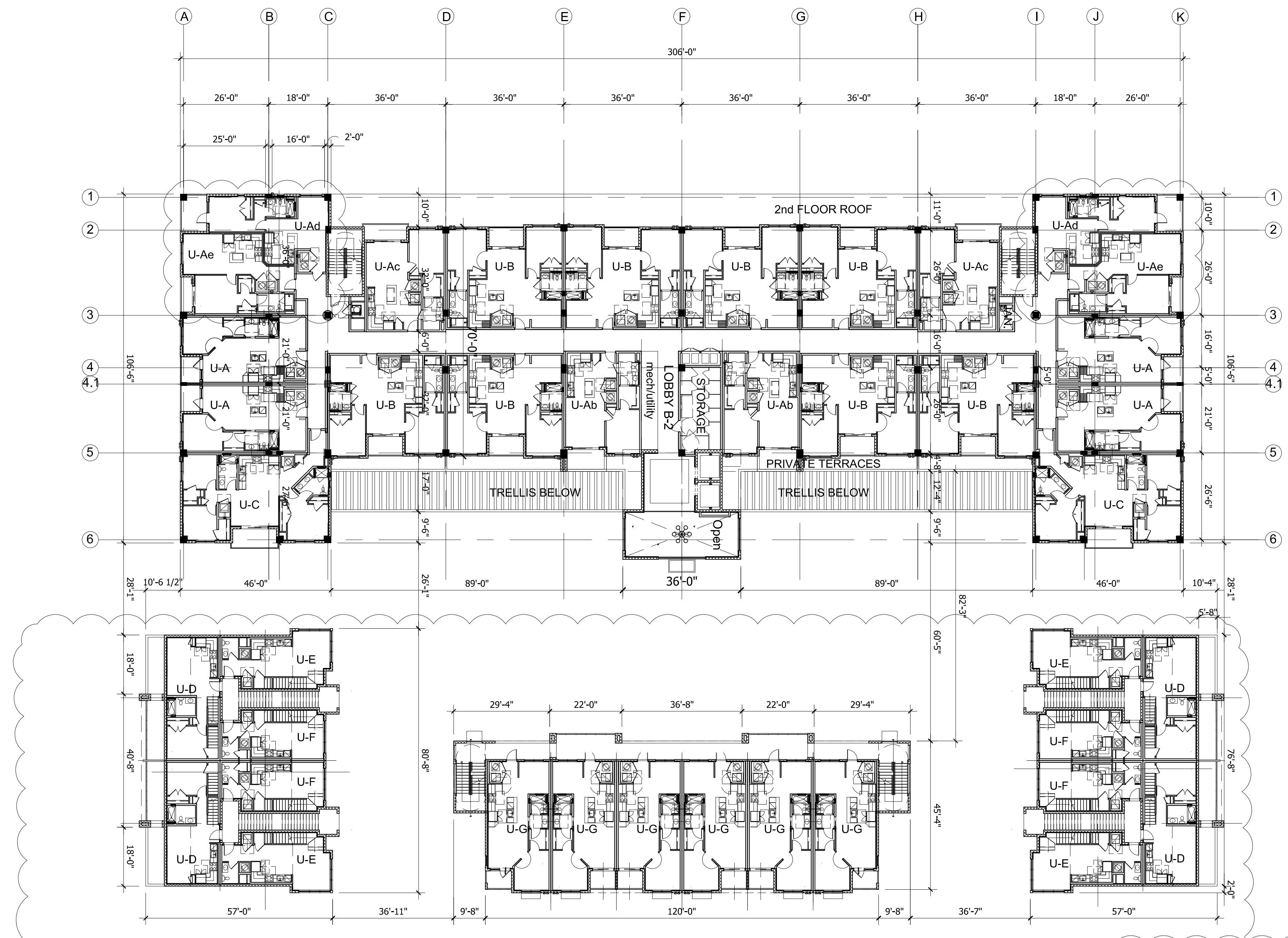
NO.	REVISION	DATE	ENTITLEMENT PACKAGE	PRJZ COMMENTS	CITY COMMISSIONERS COMMENTS
01		07/14/21			
02		04/09/21			
03		07/02/21			

ENTITLEMENT PACKAGE

SECOND FLR BLDGS 1,2,3 & 4
 DECO GREEN, LLC
 LAKE WORTH, FLORIDA
 OAG INVESTMENT 5 LLC

SCALE: AS NOTED
 DATE: 01/14/2021

A2.01
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UNIT MATRIX (BUILDING B2)											103 U	
UNIT	TYPE	A/C LIVING AREA	BALCONY AREA	GROSS AREA	FIRST FLR	SECOND FLR	THIRD FLR	FOURTH FLR	FIFTH FLR	SIXTH FLR	UNIT TYPE #	UNIT AREA TOTAL
A	1 BED/1 BATH	766 S.F.	50 G.S.F.	816 G.S.F.	0	4	4	4	4	3	19	15,504 G.S.F.
Ab	1 BED/1 BATH	733 S.F.	67 G.S.F.	800 G.S.F.	0	2	2	2	2	2	10	8,000 G.S.F.
Ac	1 BED/1 BATH	743 S.F.	51 G.S.F.	794 G.S.F.	0	2	2	2	2	2	10	7,940 G.S.F.
Ad	1 BED/1 BATH	705 S.F.	40 G.S.F.	745 G.S.F.	0	2	2	2	0	0	6	4,470 G.S.F.
Ae	1 BED/1 BATH	705 S.F.	90 G.S.F.	795 G.S.F.	0	2	2	2	0	0	6	4,770 G.S.F.
B	2 BED/2 BATH	1,097 S.F.	63 G.S.F.	1,160 G.S.F.	0	8	8	8	8	8	40	46,400 G.S.F.
Bb	2 BED/2 BATH	1,172 S.F.	130 G.S.F.	1,302 G.S.F.	0	0	0	0	2	2	4	5,208 G.S.F.
C	3 BED/2 BATH	1,241 S.F.	82 G.S.F.	1,323 G.S.F.	0	2	2	2	2	0	8	10,584 G.S.F.
TOTAL UNIT/FLOOR					0	22	22	22	20	17	103	102,876 G.S.F.

UNIT MATRIX (BUILDING B1 & B3)											12 U	
UNIT	TYPE	A/C LIVING AREA	BALCONY AREA	GROSS AREA	FIRST FLR	SECOND FLR	THIRD FLR				UNIT TYPE #	UNIT AREA TOTAL
D	2 BED/2 BATH	1,093 S.F.	217 G.S.F.	1,310 G.S.F.	0	4	0				4	5,240 G.S.F.
E	1 BED/1.5 BATH	947 S.F.	N/A	947 G.S.F.	0	4	0				4	3,788 G.S.F.
F	1 BED/1.5 BATH	830 S.F.	N/A	830 G.S.F.	0	4	0				4	3,320 G.S.F.
TOTAL UNIT/FLOOR					0	12	0				12	12,348 G.S.F.

UNIT MATRIX (BUILDING B4)											12 U	
UNIT	TYPE	A/C LIVING AREA	BALCONY AREA	GROSS AREA	FIRST FLR	SECOND FLR	THIRD FLR				UNIT TYPE #	UNIT AREA TOTAL
G	1 BED/DEN	760 S.F.	43 S.F.	803 G.S.F.	0	6	6				12	9,636 G.S.F.
TOTAL UNIT/FLOOR					0	6	6				12	9,636 G.S.F.

GRAND TOTAL B1, B2, B3 & B4											127 U	
											103	102,876 G.S.F.
											12	12,348 G.S.F.
											12	9,636 G.S.F.
											127	124,860 G.S.F.

1 SECOND FLOOR BLDGS 1, 2, 3 & 4
 (XREF) BLDG2-2ND FLR SCALE: 1" = 20'-0"

P.A.: James M. Rivello
 Dominick Ranieri
 P.M.: A. Garcia
 DRAWN BY: AG & LP
 PROJECT NO.: 1943-01

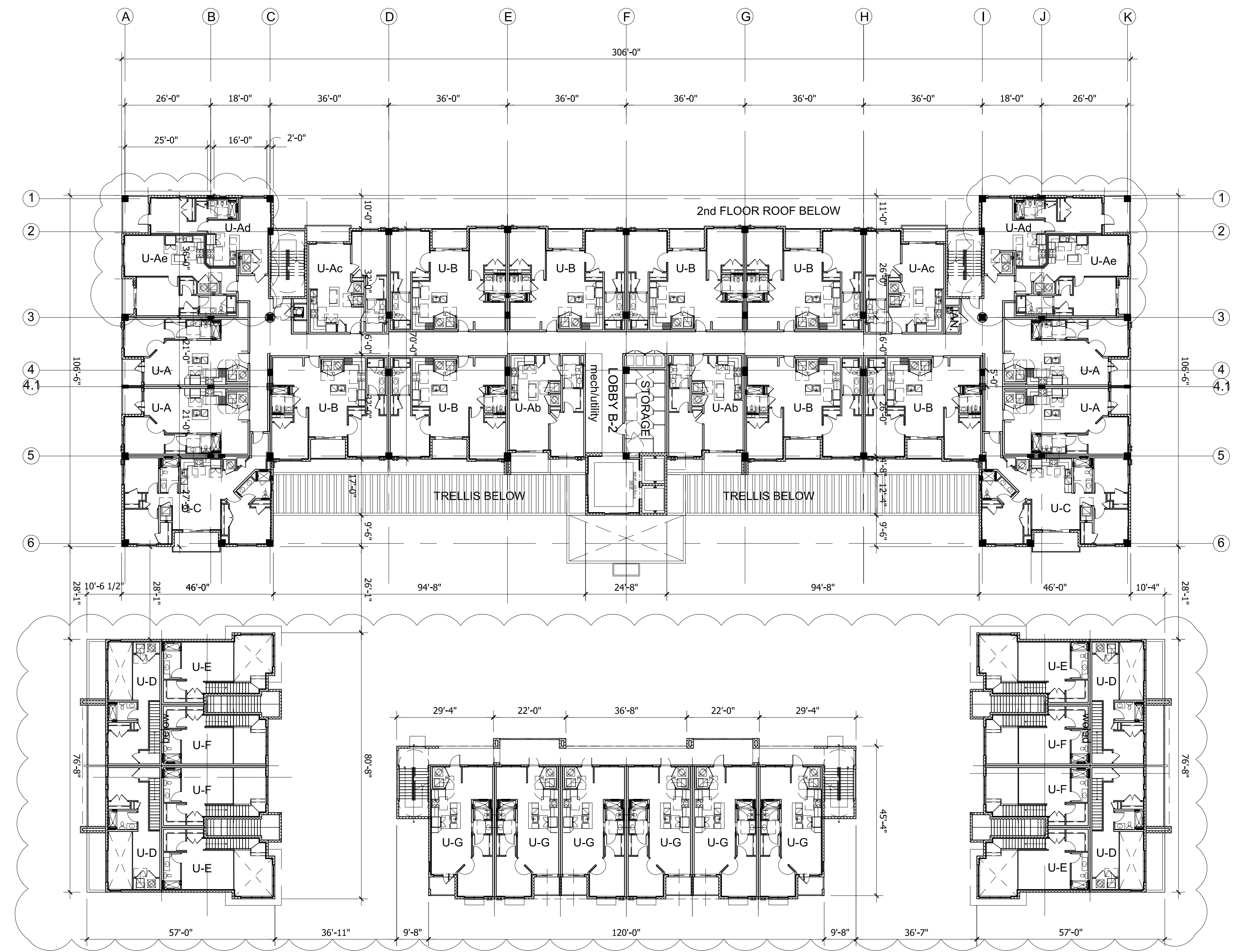
NO.	REVISION	DATE
01 <td>ENTITLEMENT PACKAGE <td>07/14/21</td> </td>	ENTITLEMENT PACKAGE <td>07/14/21</td>	07/14/21
02 <td>PRZ COMMENTS <td>04/09/21</td> </td>	PRZ COMMENTS <td>04/09/21</td>	04/09/21
03 <td>CITY COMMISSIONERS COMMENTS <td>07/02/21</td> </td>	CITY COMMISSIONERS COMMENTS <td>07/02/21</td>	07/02/21

ENTITLEMENT PACKAGE

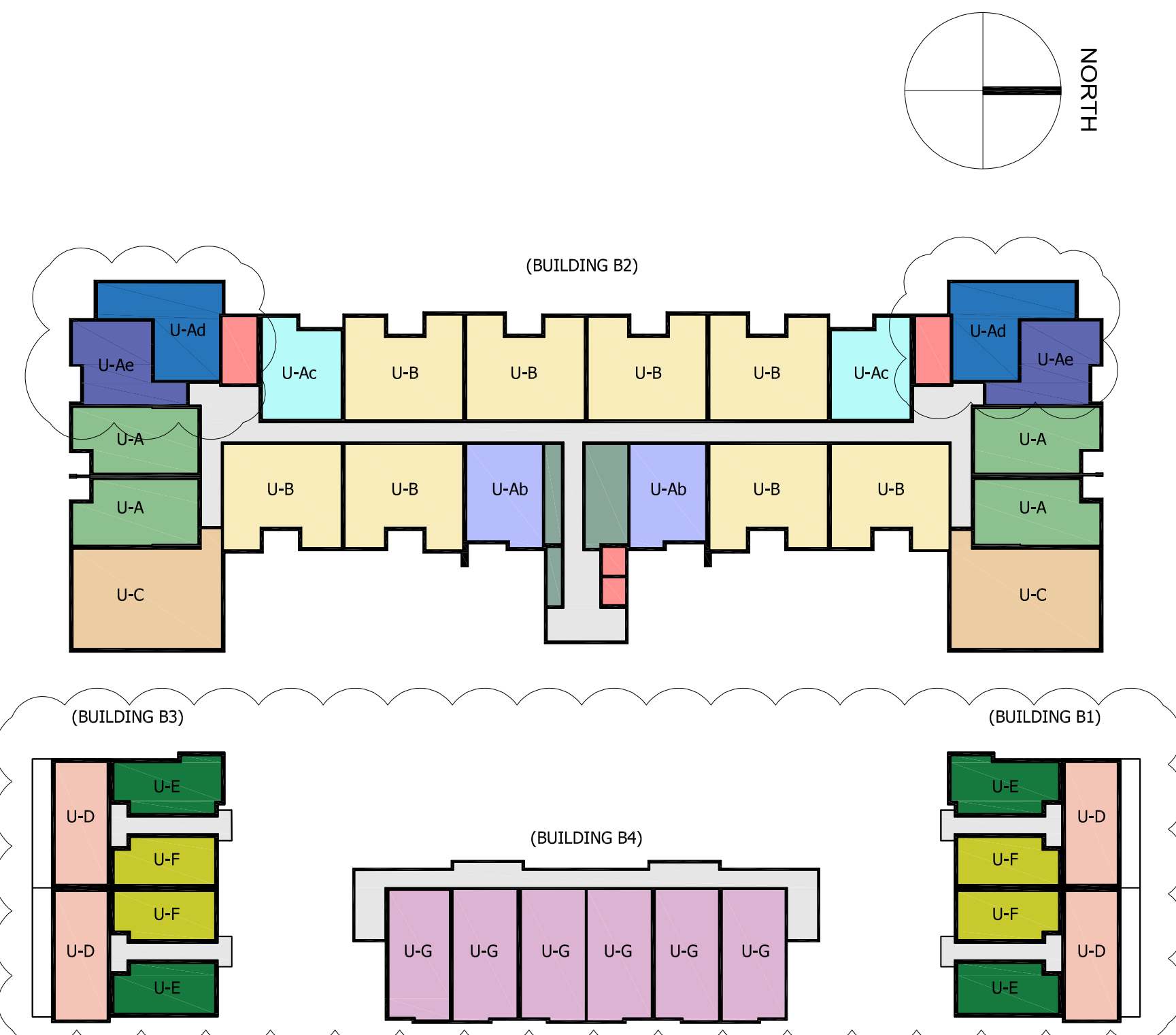
THIRD FLR BLDGS 1, 2, 3 & 4
 DECO GREEN, LLC
 LAKE WORTH, FLORIDA
 OAG INVESTMENT 5 LLC

SCALE: AS NOTED
 DATE: 01/14/2021

A2.02
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1 THIRD FLOOR BLDGS 1, 2, 3 & 4
 (XREF) BLDG2-3RD FLR SCALE: 1" = 20'-0"



UNIT MATRIX (BUILDING B2)											103 U	
UNIT	TYPE	A/C LIVING AREA	BALCONY AREA	GROSS AREA	FIRST FLR	SECOND FLR	THIRD FLR	FOURTH FLR	FIFTH FLR	SIXTH FLR	UNIT TYPE #	UNIT AREA TOTAL
A	1 BED/1 BATH	766 S.F.	50 G.S.F.	816 G.S.F.	0	4	4	4	4	3	19	15,504 G.S.F.
Ab	1 BED/1 BATH	733 S.F.	67 G.S.F.	800 G.S.F.	0	2	2	2	2	2	10	8,000 G.S.F.
Ac	1 BED/1 BATH	743 S.F.	51 G.S.F.	794 G.S.F.	0	2	2	2	2	2	10	7,940 G.S.F.
Ad	1 BED/1 BATH	705 S.F.	40 G.S.F.	745 G.S.F.	0	2	2	2	0	0	6	4,470 G.S.F.
Ae	1 BED/1 BATH	705 S.F.	90 G.S.F.	795 G.S.F.	0	2	2	2	0	0	6	4,770 G.S.F.
B	2 BED/2 BATH	1,097 S.F.	63 G.S.F.	1,160 G.S.F.	0	8	8	8	8	8	40	46,400 G.S.F.
Bb	2 BED/2 BATH	1,172 S.F.	130 G.S.F.	1,302 G.S.F.	0	0	0	0	2	2	4	5,208 G.S.F.
C	3 BED/2 BATH	1,241 S.F.	82 G.S.F.	1,323 G.S.F.	0	2	2	2	2	0	8	10,584 G.S.F.
TOTAL UNIT/FLOOR					0	22	22	22	20	17	103	102,876 G.S.F.

UNIT MATRIX (BUILDING B1 & B3)											12 U	
UNIT	TYPE	A/C LIVING AREA	BALCONY AREA	GROSS AREA	FIRST FLR	SECOND FLR	THIRD FLR				UNIT TYPE #	UNIT AREA TOTAL
D	2 BED/2 BATH	1,093 S.F.	217 G.S.F.	1,310 G.S.F.	0	4	0				4	5,240 G.S.F.
E	1 BED/1.5 BATH	947 S.F.	N/A	947 G.S.F.	0	4	0				4	3,788 G.S.F.
F	1 BED/1.5 BATH	830 S.F.	N/A	830 G.S.F.	0	4	0				4	3,320 G.S.F.
TOTAL UNIT/FLOOR					0	12	0				12	12,348 G.S.F.

UNIT MATRIX (BUILDING B4)											12 U	
UNIT	TYPE	A/C LIVING AREA	BALCONY AREA	GROSS AREA	FIRST FLR	SECOND FLR	THIRD FLR				UNIT TYPE #	UNIT AREA TOTAL
G	1 BED/DEN	760 S.F.	43 S.F.	803 G.S.F.	0	6	6				12	9,636 G.S.F.
TOTAL UNIT/FLOOR					0	6	6				12	9,636 G.S.F.

GRAND TOTAL B1, B2, B3 & B4											127 U	
											103	102,876 G.S.F.
											12	12,348 G.S.F.
											12	9,636 G.S.F.
											127	127,860 G.S.F.

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THE MARTIN ARCHITECTURAL GROUP, P.C.
 ARCHITECTS AND LAND PLANNERS
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 6810 Lyons Technology Circle, Suite 185, Coconut Creek FL 33073
 P (954) 428-1618 F (954) 428-4416

P.A.: James M. Rivello
 P.M.: Dominick Ranieri
 A. Garcia
 DRAWN BY: AG & LP
 PROJECT NO.: 1943-01

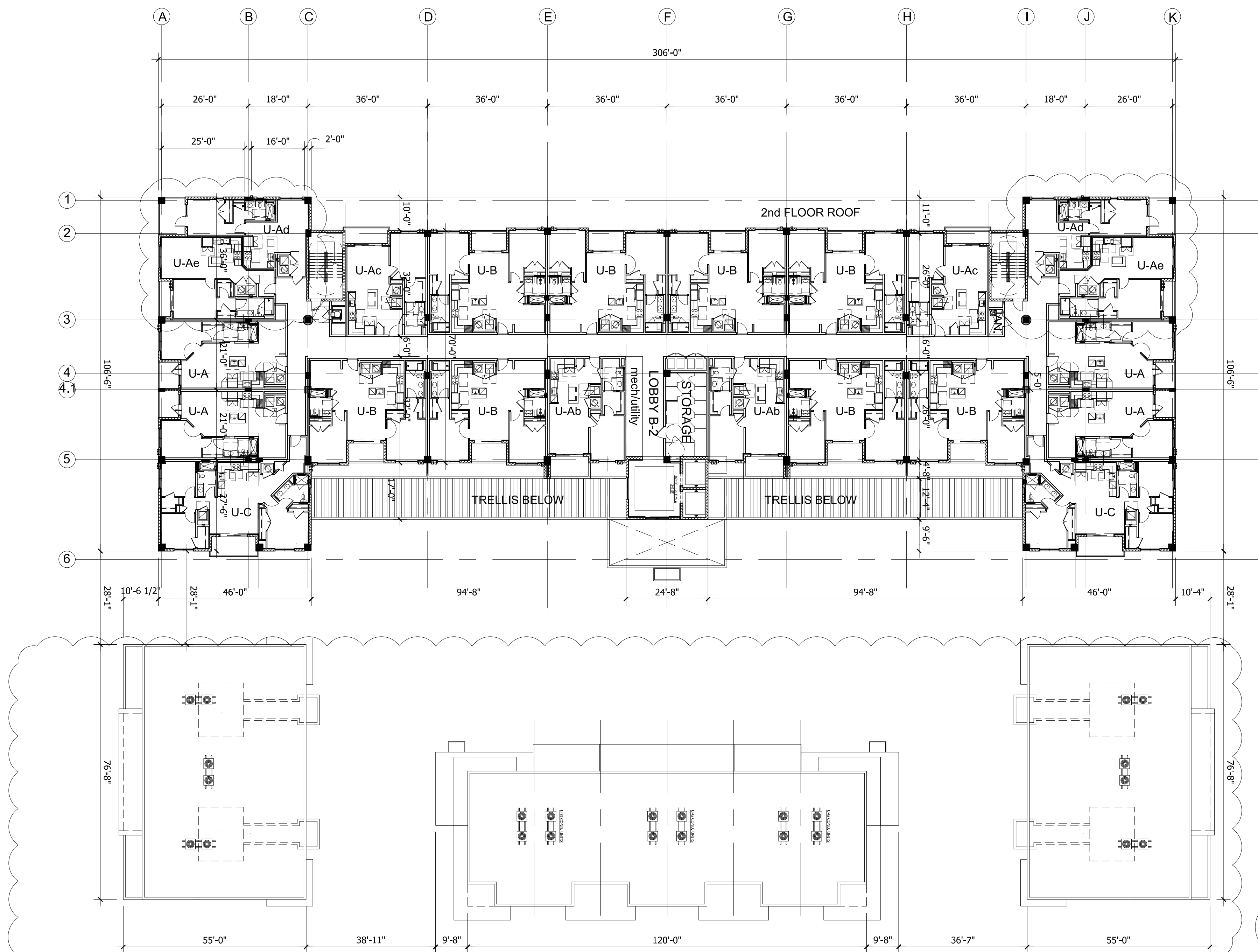
NO.	REVISION	DATE
01	ENTITLEMENT PACKAGE	07/14/21
02	PRZ COMMENTS	04/09/21
03	CITY COMMISSIONERS COMMENTS	07/02/21

ENTITLEMENT PACKAGE

FOURTH FLOOR BLDGS 2, ROOF
 PLAN FOR BLDG'S 1,3 & 4
 DECO GREEN, LLC
 LAKE WORTH, FLORIDA
 OAG INVESTMENT 5 LLC

SCALE: AS NOTED
 DATE: 01/14/2021

A2.03
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1 FOURTH FLOOR BLDGS 2, ROOF PLAN FOR BLDG'S 1,3 & 4
 (XREF) BLDG2-4TH FLR SCALE: 1" = 20'-0"

UNIT	TYPE	A/C LIVING AREA	BALCONY AREA	GROSS AREA	FIRST FLR	SECOND FLR	THIRD FLR	FOURTH FLR	FIFTH FLR	SIXTH FLR	UNIT TYPE #	UNIT AREA TOTAL						
A	1 BED/1 BATH	766 S.F.	50 G.S.F.	816 G.S.F.	0	4	4	4	4	3	19	15,504 G.S.F.						
Ab	1 BED/1 BATH	733 S.F.	67 G.S.F.	800 G.S.F.	0	2	2	2	2	2	10	8,000 G.S.F.						
Ac	1 BED/1 BATH	743 S.F.	51 G.S.F.	794 G.S.F.	0	2	2	2	2	2	10	7,940 G.S.F.						
Ad	1 BED/1 BATH	705 S.F.	40 G.S.F.	745 G.S.F.	0	2	2	2	0	0	6	4,470 G.S.F.						
Ae	1 BED/1 BATH	705 S.F.	90 G.S.F.	795 G.S.F.	0	2	2	2	0	0	6	4,770 G.S.F.						
B	2 BED/2 BATH	1,097 S.F.	63 G.S.F.	1,160 G.S.F.	0	8	8	8	8	8	40	46,400 G.S.F.						
Bb	2 BED/2 BATH	1,172 S.F.	130 G.S.F.	1,302 G.S.F.	0	0	0	0	2	2	4	5,208 G.S.F.						
C	3 BED/2 BATH	1,241 S.F.	82 G.S.F.	1,323 G.S.F.	0	2	2	2	2	0	8	10,584 G.S.F.						
TOTAL UNIT/FLOOR											0	22	22	22	20	17	103	102,876 G.S.F.

UNIT	TYPE	A/C LIVING AREA	BALCONY AREA	GROSS AREA	FIRST FLR	SECOND FLR	THIRD FLR	UNIT TYPE #	UNIT AREA TOTAL				
D	2 BED/2 BATH	1,093 S.F.	217 G.S.F.	1,310 G.S.F.	0	4	0	4	5,240 G.S.F.				
E	1 BED/1.5 BATH	947 S.F.	N/A	947 G.S.F.	0	4	0	4	3,788 G.S.F.				
F	1 BED/1.5 BATH	830 S.F.	N/A	830 G.S.F.	0	4	0	4	3,320 G.S.F.				
TOTAL UNIT/FLOOR									0	12	0	12	12,348 G.S.F.

UNIT	TYPE	A/C LIVING AREA	BALCONY AREA	GROSS AREA	FIRST FLR	SECOND FLR	THIRD FLR	UNIT TYPE #	UNIT AREA TOTAL				
G	1 BED/DEN	760 S.F.	43 S.F.	803 G.S.F.	0	6	6	12	9,636 G.S.F.				
TOTAL UNIT/FLOOR									0	6	6	12	9,636 G.S.F.

GRAND TOTAL B1, B2, B3 & B4 **127 U**

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 P (954) 428-1618 F (954) 428-4416

P.A.: James M. Rivello
 Dominick Ranieri
 P.M.: A. Garcia
 DRAWN BY: AG & LP
 PROJECT NO.: 1943-01

NO.	REVISION	DATE	ENTITLEMENT PACKAGE	PRJZ COMMENTS	CITY COMMISSIONERS COMMENTS
01		07/14/21			
02		04/09/21			
03		07/02/21			

ENTITLEMENT PACKAGE

DECO GREEN, LLC
 LAKE WORTH, FLORIDA
 OAG INVESTMENT 5 LLC

SCALE: AS NOTED
 DATE: 01/14/2021

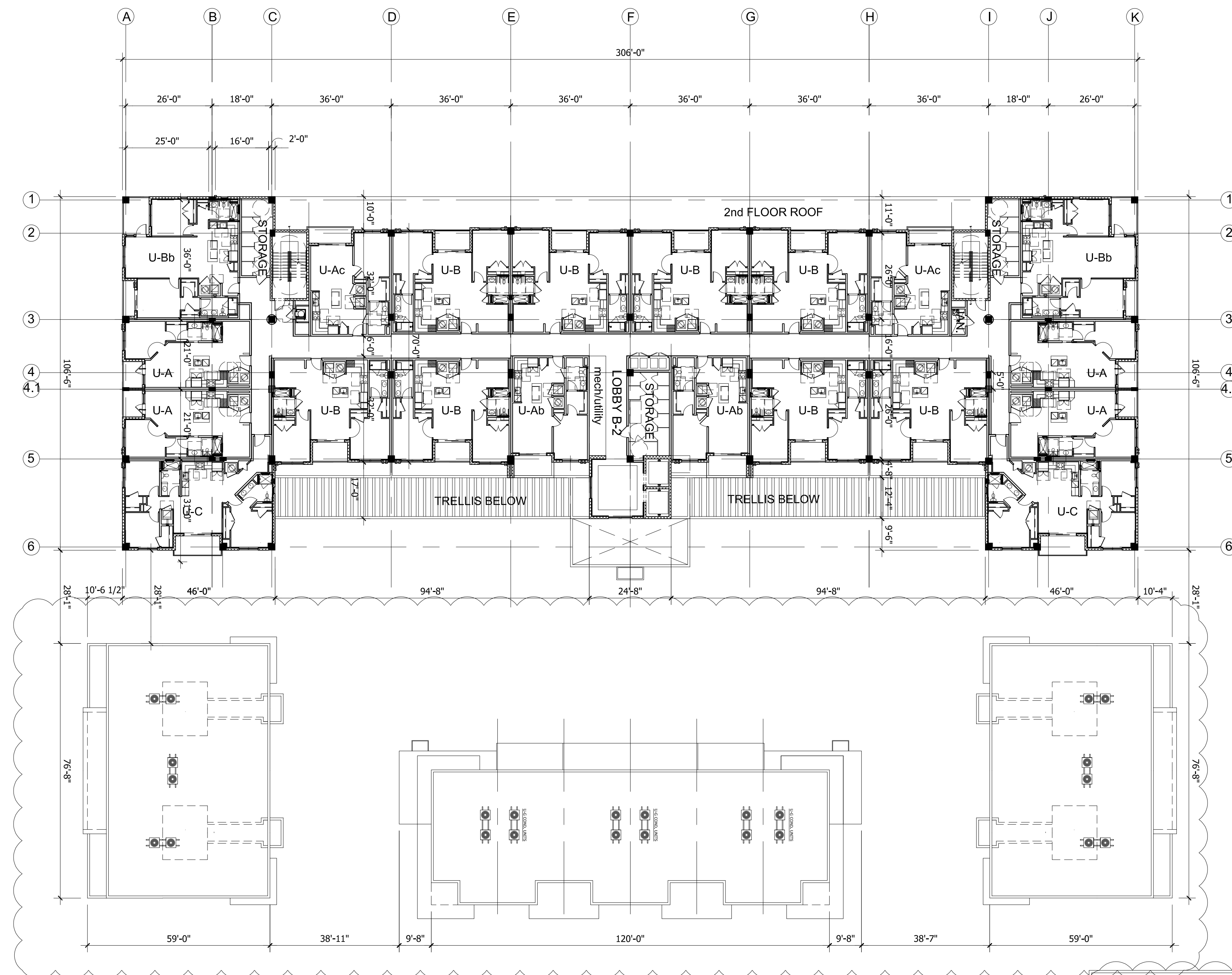
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FIFTH FLOOR BLDGS 2, ROOF PLAN

BLDG'S 1, 3 & 4

3



UNIT MATRIX (BUILDING B2)											103 U	
UNIT	TYPE	A/C LIVING AREA	BALCONY AREA	GROSS AREA	FIRST FLR	SECOND FLR	THIRD FLR	FOURTH FLR	FIFTH FLR	SIXTH FLR	UNIT TYPE #	UNIT AREA TOTAL
A	1 BED/1 BATH	766 S.F.	50 G.S.F.	816 G.S.F.	0	4	4	4	4	3	19	15,504 G.S.F.
Ab	1 BED/1 BATH	733 S.F.	67 G.S.F.	800 G.S.F.	0	2	2	2	2	2	10	8,000 G.S.F.
Ac	1 BED/1 BATH	743 S.F.	51 G.S.F.	794 G.S.F.	0	2	2	2	2	2	10	7,940 G.S.F.
Ad	1 BED/1 BATH	705 S.F.	40 G.S.F.	745 G.S.F.	0	2	2	2	0	0	6	4,470 G.S.F.
Ae	1 BED/1 BATH	705 S.F.	90 G.S.F.	795 G.S.F.	0	2	2	2	0	0	6	4,770 G.S.F.
B	2 BED/2 BATH	1,097 S.F.	63 G.S.F.	1,160 G.S.F.	0	8	8	8	8	8	40	46,400 G.S.F.
Bb	2 BED/2 BATH	1,172 S.F.	130 G.S.F.	1,302 G.S.F.	0	0	0	0	2	2	4	5,208 G.S.F.
C	3 BED/2 BATH	1,241 S.F.	82 G.S.F.	1,323 G.S.F.	0	2	2	2	2	0	8	10,584 G.S.F.
TOTAL UNIT/FLOOR					0	22	22	22	20	17	103	102,876 G.S.F.

UNIT MATRIX (BUILDING B1 & B3)											12 U		
UNIT	TYPE	A/C LIVING AREA	BALCONY AREA	GROSS AREA	FIRST FLR	SECOND FLR	THIRD FLR					UNIT TYPE #	UNIT AREA TOTAL
D	2 BED/2 BATH	1,093 S.F.	217 G.S.F.	1,310 G.S.F.	0	4	0					4	5,240 G.S.F.
E	1 BED/1.5 BATH	947 S.F.	N/A	947 G.S.F.	0	4	0					4	3,788 G.S.F.
F	1 BED/1.5 BATH	830 S.F.	N/A	830 G.S.F.	0	4	0					4	3,320 G.S.F.
TOTAL UNIT/FLOOR					0	12	0					12	12,348 G.S.F.

UNIT MATRIX (BUILDING B4)											12 U		
UNIT	TYPE	A/C LIVING AREA	BALCONY AREA	GROSS AREA	FIRST FLR	SECOND FLR	THIRD FLR					UNIT TYPE #	UNIT AREA TOTAL
G	1 BED/DEN	760 S.F.	43 S.F.	803 G.S.F.	0	6	6					12	9,636 G.S.F.
TOTAL UNIT/FLOOR					0	6	6					12	9,636 G.S.F.

GRAND TOTAL B1, B2, B3 & B4												
											103	102,876 G.S.F.
											12	12,348 G.S.F.
											12	9,636 G.S.F.
											127	127 U

1 FIFTH FLOOR BLDGS 2, ROOF PLAN BLDG'S 1,3 & 4
 (XREF) BLDG2-4TH FLR SCALE: 1" = 20'-0"

P.A.: James M. Rivello
 P.M.: Dominick Ranieri
 A.G.A.: A. Garcia
 DRAWN BY: AG & LP
 PROJECT NO.: 1943-01

NO.	REVISION	DATE
01	ENTITLEMENT PACKAGE	07/14/21
02	PRZ COMMENTS	04/09/21
03	CITY COMMISSIONERS COMMENTS	07/02/21

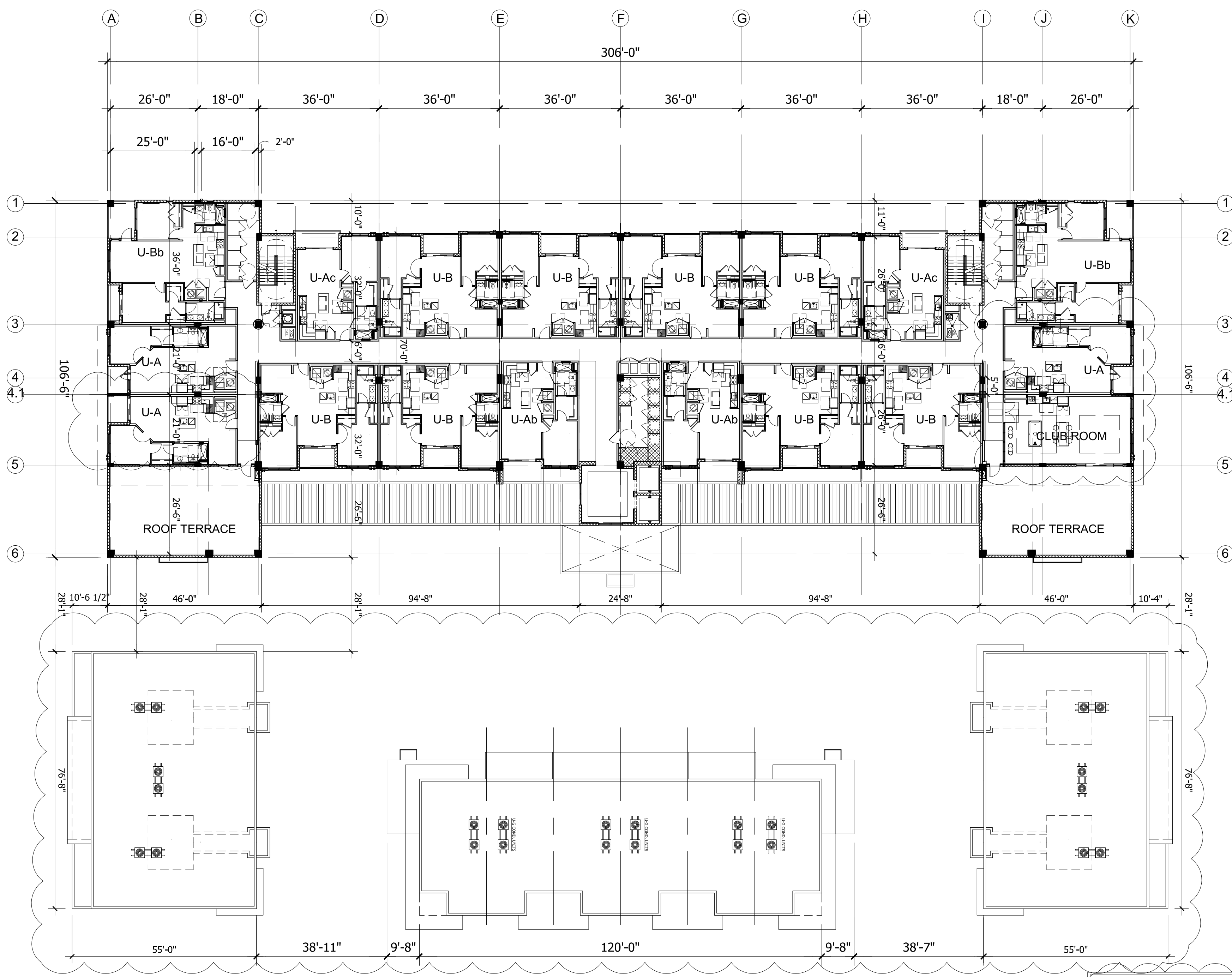
ENTITLEMENT PACKAGE

SIXTH FLOOR BLDGS 2
DECO GREEN, LLC
 LAKE WORTH, FLORIDA
 OAG INVESTMENT 5 LLC

SCALE: AS NOTED
 DATE: 01/14/2021

A2.05

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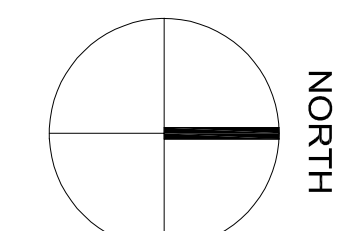
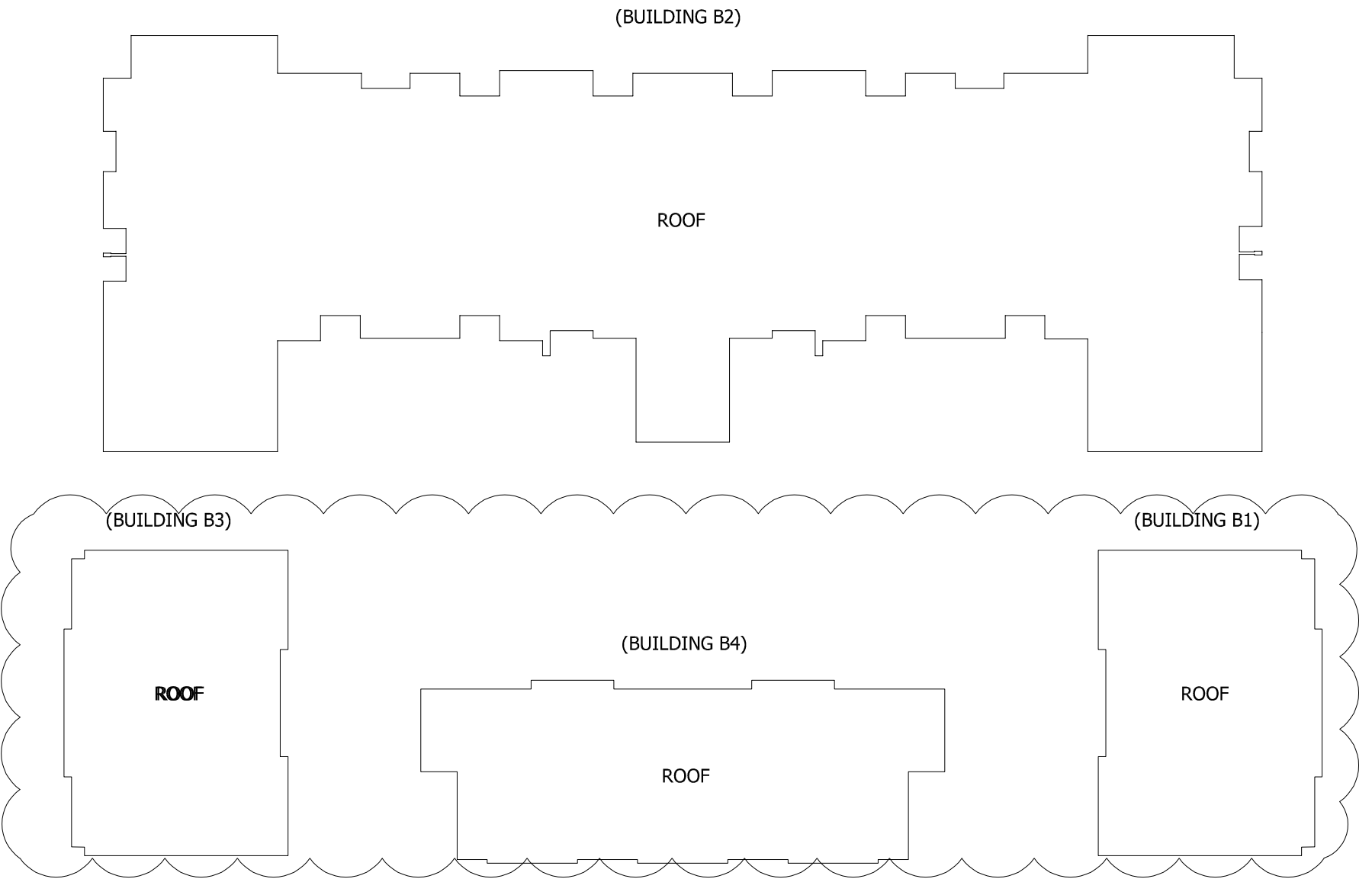
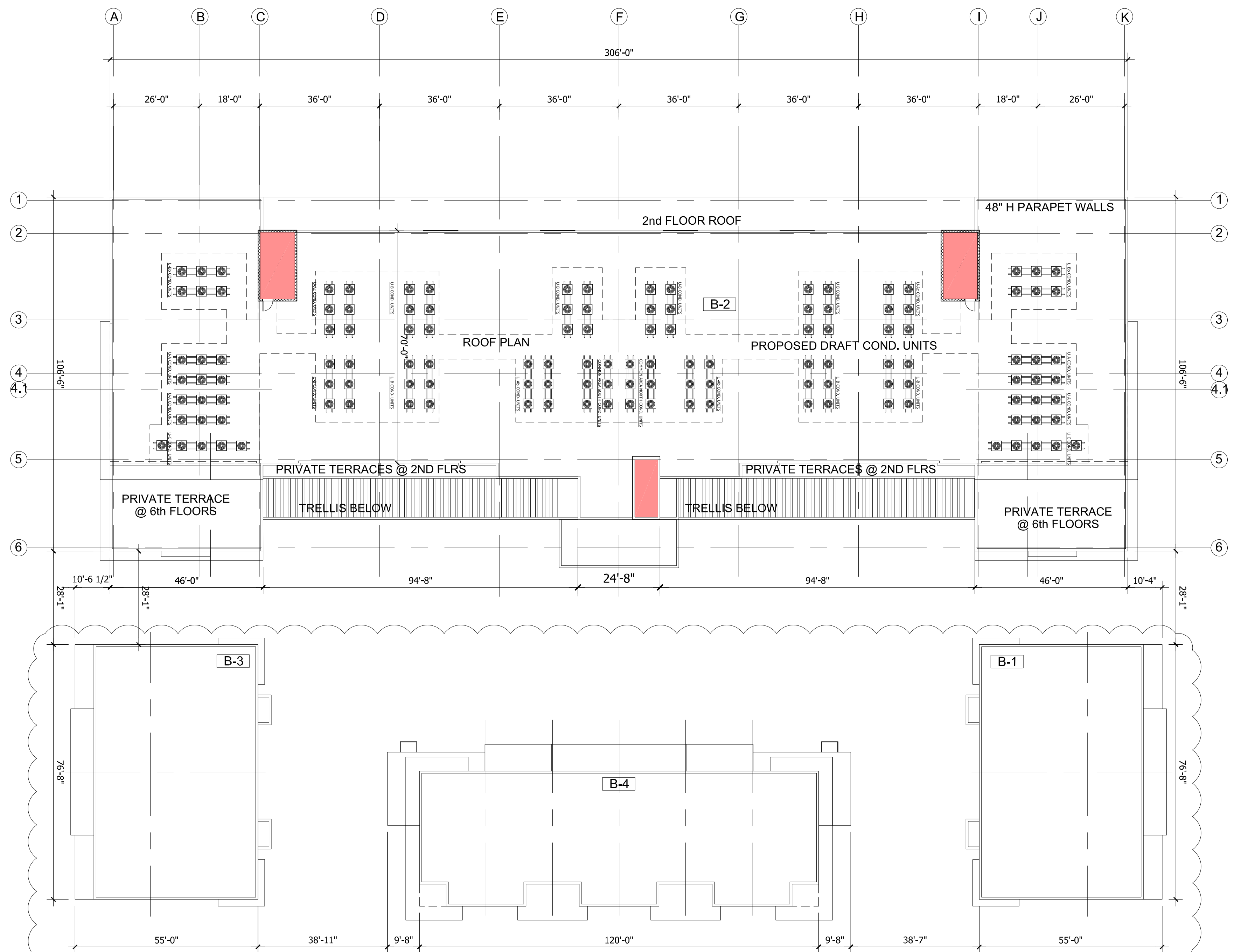
UNIT MATRIX (BUILDING B2)											103 U	
UNIT	TYPE	A/C LIVING AREA	BALCONY AREA	GROSS AREA	FIRST FLR	SECOND FLR	THIRD FLR	FOURTH FLR	FIFTH FLR	SIXTH FLR	UNIT TYPE #	UNIT AREA TOTAL
A	1 BED/1 BATH	766 S.F.	50 G.S.F.	816 G.S.F.	0	4	4	4	4	3	19	15,504 G.S.F.
Ab	1 BED/1 BATH	733 S.F.	67 G.S.F.	800 G.S.F.	0	2	2	2	2	2	10	8,000 G.S.F.
Ac	1 BED/1 BATH	743 S.F.	51 G.S.F.	794 G.S.F.	0	2	2	2	2	2	10	7,940 G.S.F.
Ad	1 BED/1 BATH	705 S.F.	40 G.S.F.	745 G.S.F.	0	2	2	2	2	0	6	4,470 G.S.F.
Ae	1 BED/1 BATH	705 S.F.	90 G.S.F.	795 G.S.F.	0	2	2	2	0	0	6	4,770 G.S.F.
B	2 BED/2 BATH	1,097 S.F.	63 G.S.F.	1,160 G.S.F.	0	8	8	8	8	8	40	46,400 G.S.F.
Bb	2 BED/2 BATH	1,172 S.F.	130 G.S.F.	1,302 G.S.F.	0	0	0	0	2	2	4	5,208 G.S.F.
C	3 BED/2 BATH	1,241 S.F.	82 G.S.F.	1,323 G.S.F.	0	2	2	2	2	0	8	10,584 G.S.F.
TOTAL UNIT/FLOOR					0	22	22	22	20	17	103	102,876 G.S.F.

UNIT MATRIX (BUILDING B1 & B3)											12 U		
UNIT	TYPE	A/C LIVING AREA	BALCONY AREA	GROSS AREA	FIRST FLR	SECOND FLR	THIRD FLR					UNIT TYPE #	UNIT AREA TOTAL
D	2 BED/2 BATH	1,093 S.F.	217 G.S.F.	1,310 G.S.F.	0	4	0					4	5,240 G.S.F.
E	1 BED/1.5 BATH	947 S.F.	N/A	947 G.S.F.	0	4	0					4	3,788 G.S.F.
F	1 BED/1.5 BATH	830 S.F.	N/A	830 G.S.F.	0	4	0					4	3,320 G.S.F.
TOTAL UNIT/FLOOR					0	12	0					12	12,348 G.S.F.

UNIT MATRIX (BUILDING B4)											12 U		
UNIT	TYPE	A/C LIVING AREA	BALCONY AREA	GROSS AREA	FIRST FLR	SECOND FLR	THIRD FLR					UNIT TYPE #	UNIT AREA TOTAL
G	1 BED/DEN	760 S.F.	43 S.F.	803 G.S.F.	0	6	6					12	9,636 G.S.F.
TOTAL UNIT/FLOOR					0	6	6					12	9,636 G.S.F.

GRAND TOTAL B1, B2, B3 & B4 127 U

1 SIXTH FLOOR BLDGS 2 (LAST HABITABLE FLOOR)
 (XREF) BLDG2-6TH FLR SCALE: 1" = 20'-0"



1 ROOF PLAN BLDG 2 (SERVICE FLOOR ONLY)
(XREF) BLDG2-ROOF PLN SCALE: 1" = 20'-0"

UNIT	TYPE	A/C LIVING AREA	BALCONY AREA	GROSS AREA	FIRST FLR	SECOND FLR	THIRD FLR	FOURTH FLR	FIFTH FLR	SIXTH FLR	UNIT TYPE #	UNIT AREA TOTAL						
A	1 BED/1 BATH	766 S.F.	50 G.S.F.	816 G.S.F.	0	4	4	4	4	3	19	15,504 G.S.F.						
Ab	1 BED/1 BATH	733 S.F.	67 G.S.F.	800 G.S.F.	0	2	2	2	2	2	10	8,000 G.S.F.						
Ac	1 BED/1 BATH	743 S.F.	51 G.S.F.	794 G.S.F.	0	2	2	2	2	2	10	7,940 G.S.F.						
Ad	1 BED/1 BATH	705 S.F.	40 G.S.F.	745 G.S.F.	0	2	2	2	0	0	6	4,470 G.S.F.						
Ae	1 BED/1 BATH	705 S.F.	90 G.S.F.	795 G.S.F.	0	2	2	2	0	0	6	4,770 G.S.F.						
B	2 BED/2 BATH	1,097 S.F.	63 G.S.F.	1,160 G.S.F.	0	8	8	8	8	8	40	46,400 G.S.F.						
Bb	2 BED/2 BATH	1,172 S.F.	130 G.S.F.	1,302 G.S.F.	0	0	0	0	2	2	4	5,208 G.S.F.						
C	3 BED/2 BATH	1,241 S.F.	82 G.S.F.	1,323 G.S.F.	0	2	2	2	2	0	8	10,584 G.S.F.						
TOTAL UNIT/FLOOR											0	22	22	22	20	17	103	102,876 G.S.F.

UNIT	TYPE	A/C LIVING AREA	BALCONY AREA	GROSS AREA	FIRST FLR	SECOND FLR	THIRD FLR	UNIT TYPE #	UNIT AREA TOTAL				
D	2 BED/2 BATH	1,093 S.F.	217 G.S.F.	1,310 G.S.F.	0	4	0	4	5,240 G.S.F.				
E	1 BED/1.5 BATH	947 S.F.	N/A	947 G.S.F.	0	4	0	4	3,788 G.S.F.				
F	1 BED/1.5 BATH	830 S.F.	N/A	830 G.S.F.	0	4	0	4	3,320 G.S.F.				
TOTAL UNIT/FLOOR									0	12	0	12	12,348 G.S.F.

UNIT	TYPE	A/C LIVING AREA	BALCONY AREA	GROSS AREA	FIRST FLR	SECOND FLR	THIRD FLR	UNIT TYPE #	UNIT AREA TOTAL				
G	1 BED/DEN	760 S.F.	43 S.F.	803 G.S.F.	0	6	6	12	9,636 G.S.F.				
TOTAL UNIT/FLOOR									0	6	6	12	9,636 G.S.F.

GRAND TOTAL B1, B2, B3 & B4 127 U

THE MARTIN ARCHITECTURAL GROUP, P.C.
ARCHITECTS AND LAND PLANNERS
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6810 Lyons Technology Circle, Suite 185, Coconut Creek FL 33073
P (954) 428-1618 F (954) 428-4416

P.A.:	James M. Rivello
P.M.:	A. Garcia
DRAWN BY:	AG & LP
PROJECT NO.:	1943-01
DATE	07/14/21
ENTITLEMENT PACKAGE	04/09/21
PRZ COMMENTS	07/02/21
CITY COMMISSIONERS COMMENTS	

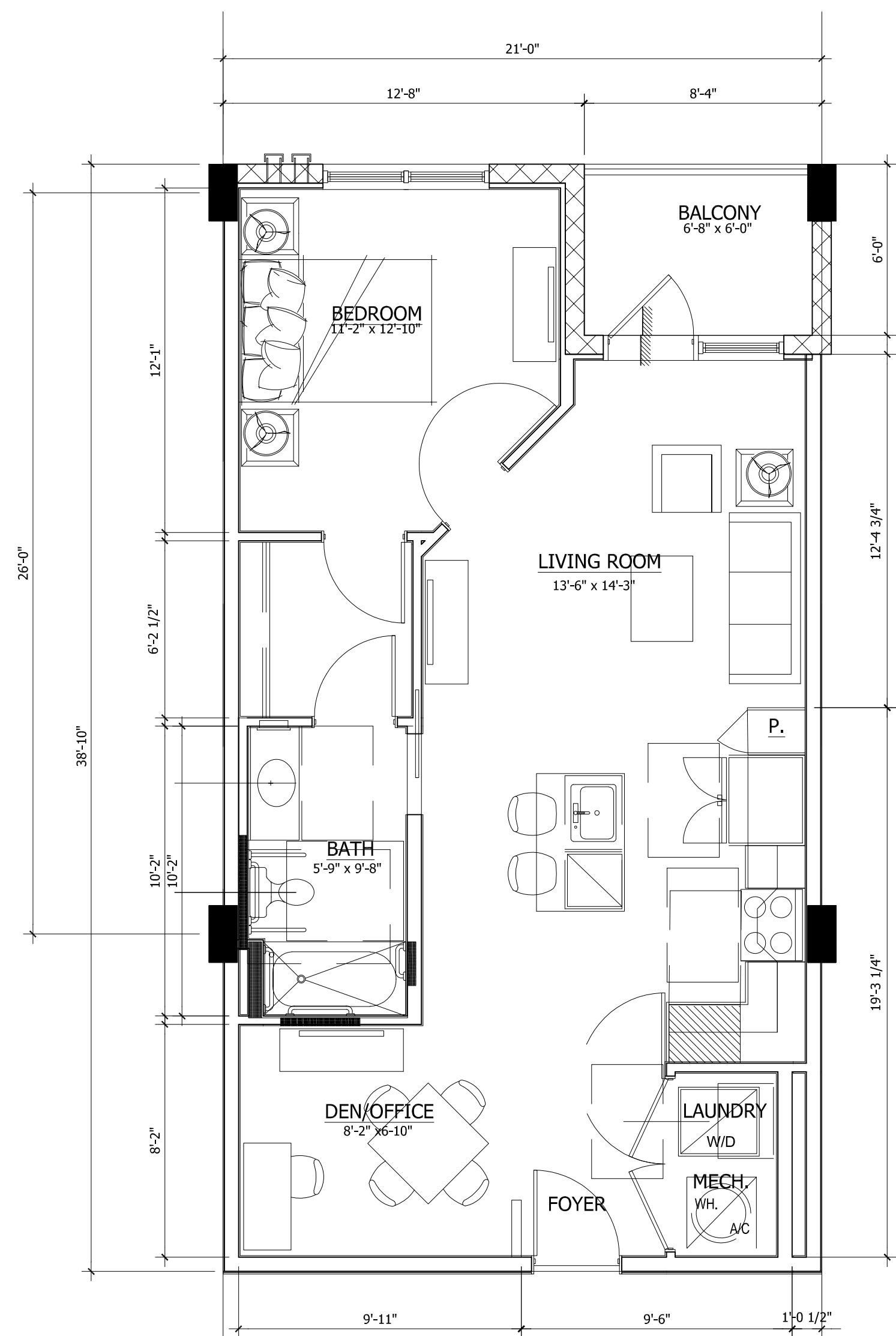
ENTITLEMENT PACKAGE

ROOF PLAN BLDG 2
DECO GREEN, LLC
LAKE WORTH, FLORIDA
OAG INVESTMENT 5 LLC

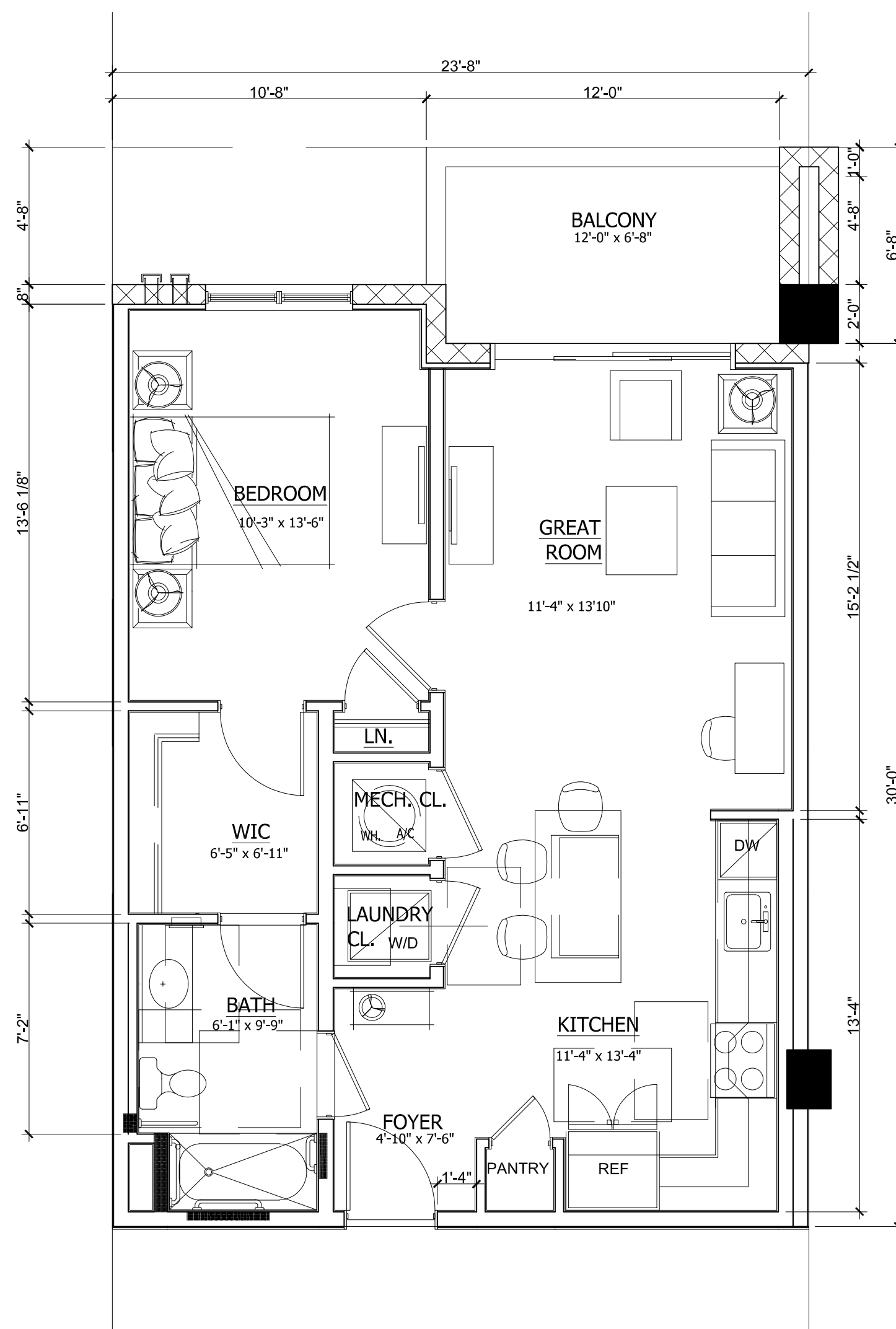
SCALE: AS NOTED
DATE: 01/14/2021

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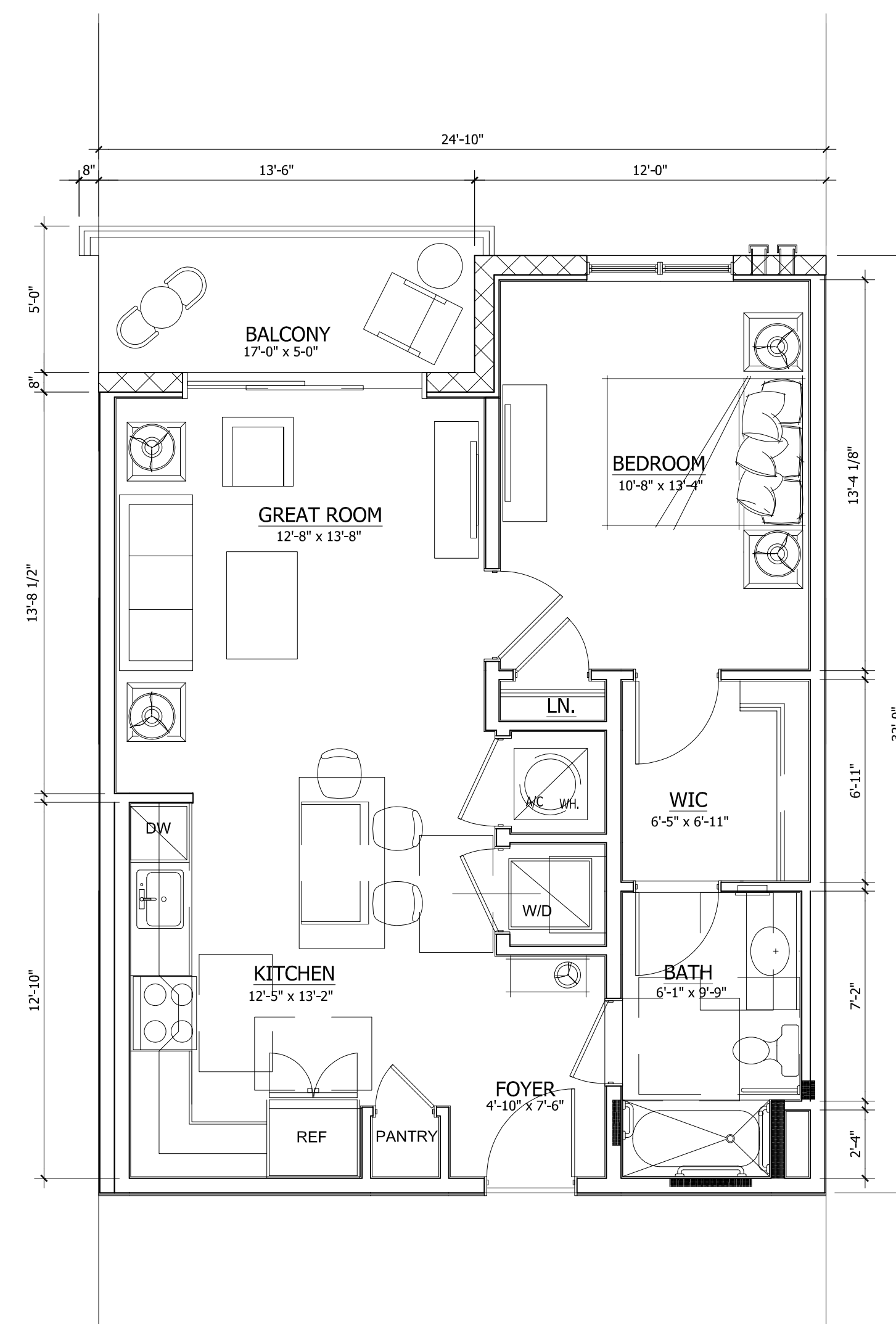
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1 UNIT A (1BED/1BATH)
(XREF) U-A SCALE: 1" = 1/4"



2 UNIT Ab (1BED/1BATH)
(XREF) U-Ab SCALE: 1" = 1/4"



3 UNIT Ac (1BED/1BATH)
(XREF) U-Ac SCALE: 1" = 1/4"

THE MARTIN ARCHITECTURAL GROUP, P.C.
ARCHITECTS AND LAND PLANNERS
A PROFESSIONAL CORPORATION
6810 Lyons Technology Circle, Suite 185, Coconut Creek FL 33073
P (954) 428-1618 F (954) 428-4416

P.A.:	James M. Rivello Dominick Ranieri
P.M.:	A. Garcia
DRAWN BY:	AG & LP
PROJECT NO.:	1943-01
DATE	
01/14/21	
04/09/21	
07/02/21	
REVISION	
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PRZ COMMENTS	
CITY COMMISSIONERS COMMENTS	

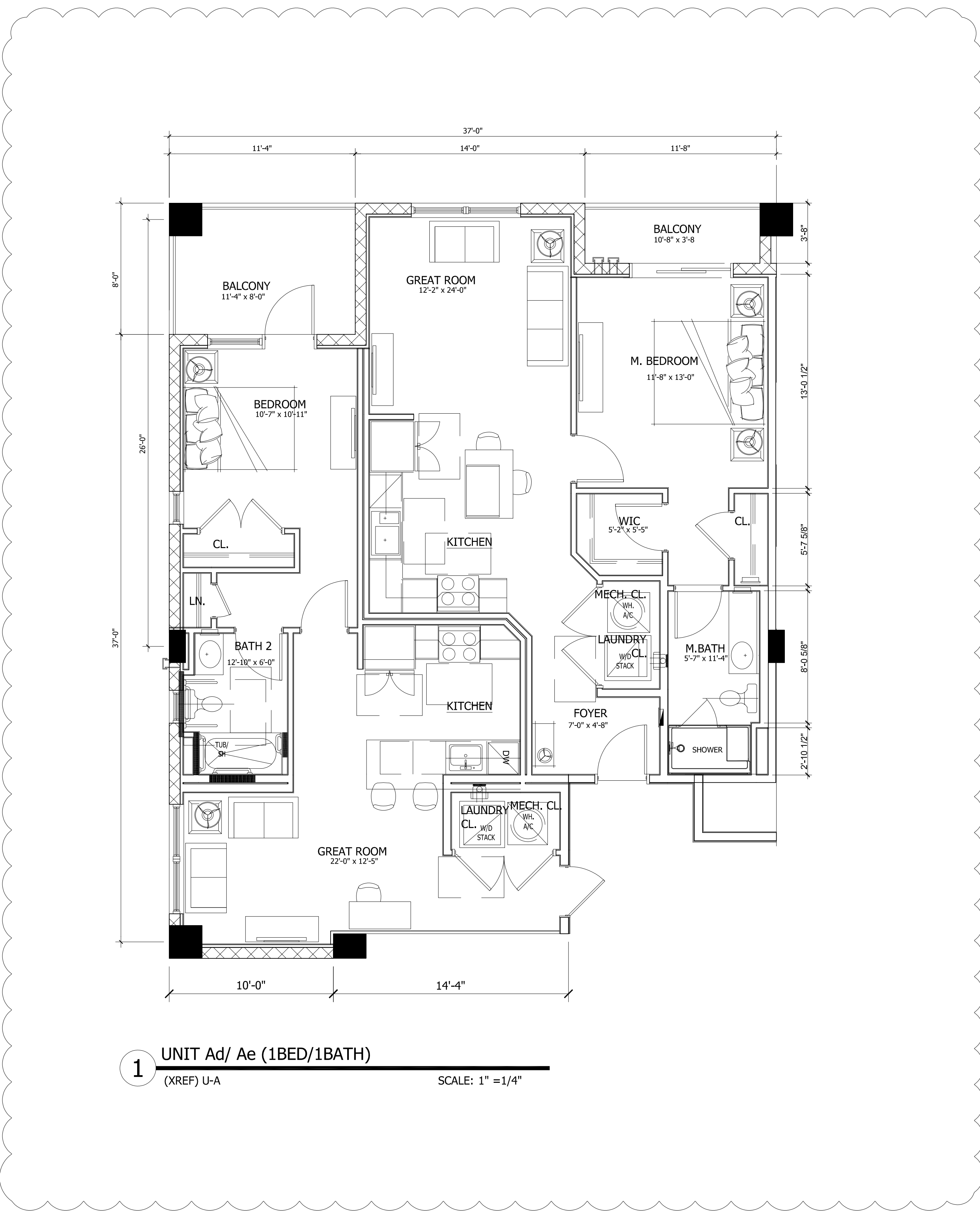
ENTITLEMENT PACKAGE

UNITS
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LAKE WORTH, FLORIDA
OAG INVESTMENT 5 LLC

SCALE: AS NOTED
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1 UNIT Ad/ Ae (1BED/1BATH)
 (XREF) U-A SCALE: 1" = 1/4"

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 Dominick Ranieri
 P.M.: A. Garcia
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 PROJECT NO.: 1943-01

NO.	REVISION	DATE
01	ENTITLEMENT PACKAGE	07/14/21
02	PRZ COMMENTS	04/09/21
03	CITY COMMISSIONERS COMMENTS	07/02/21

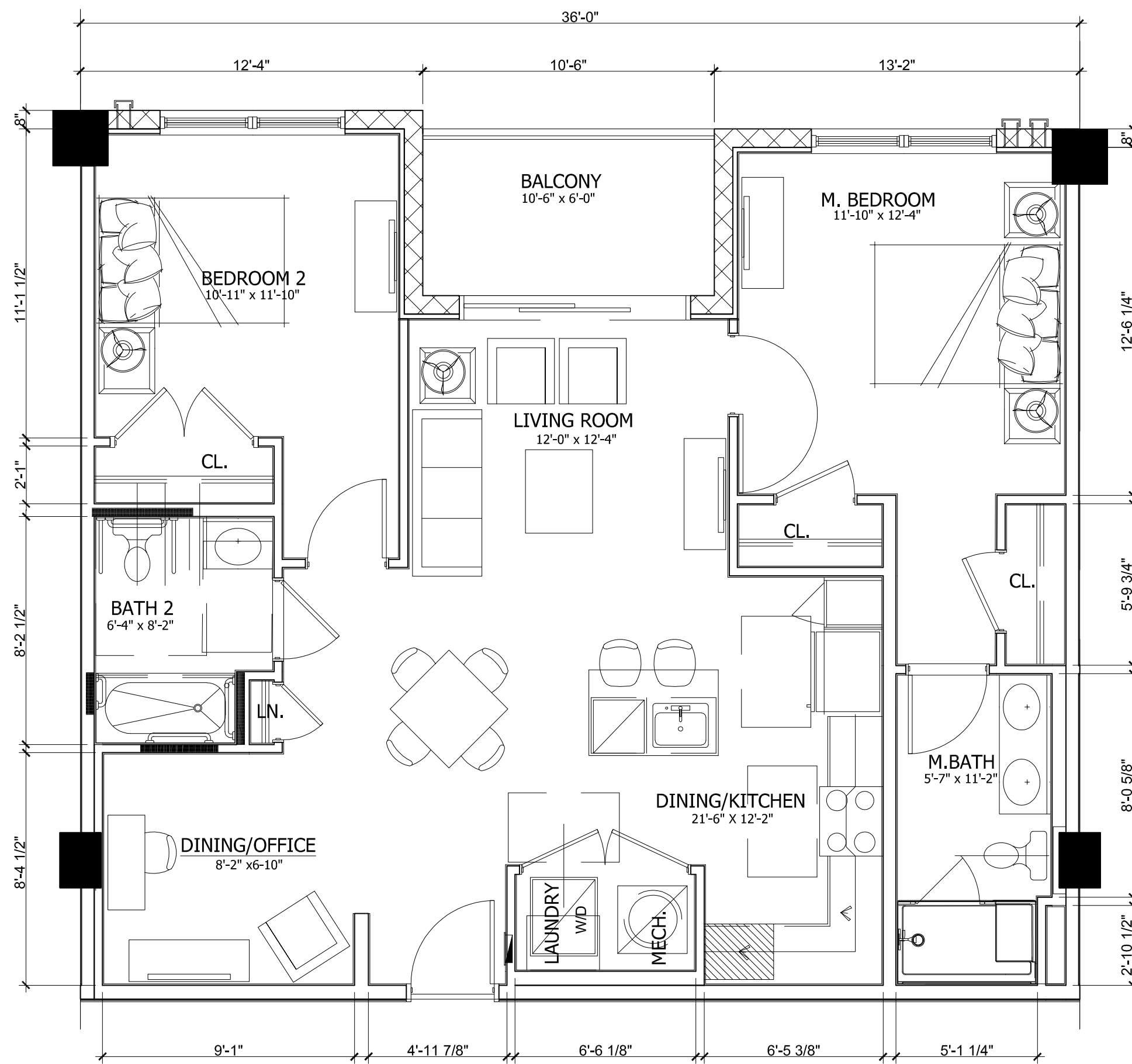
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UNITS
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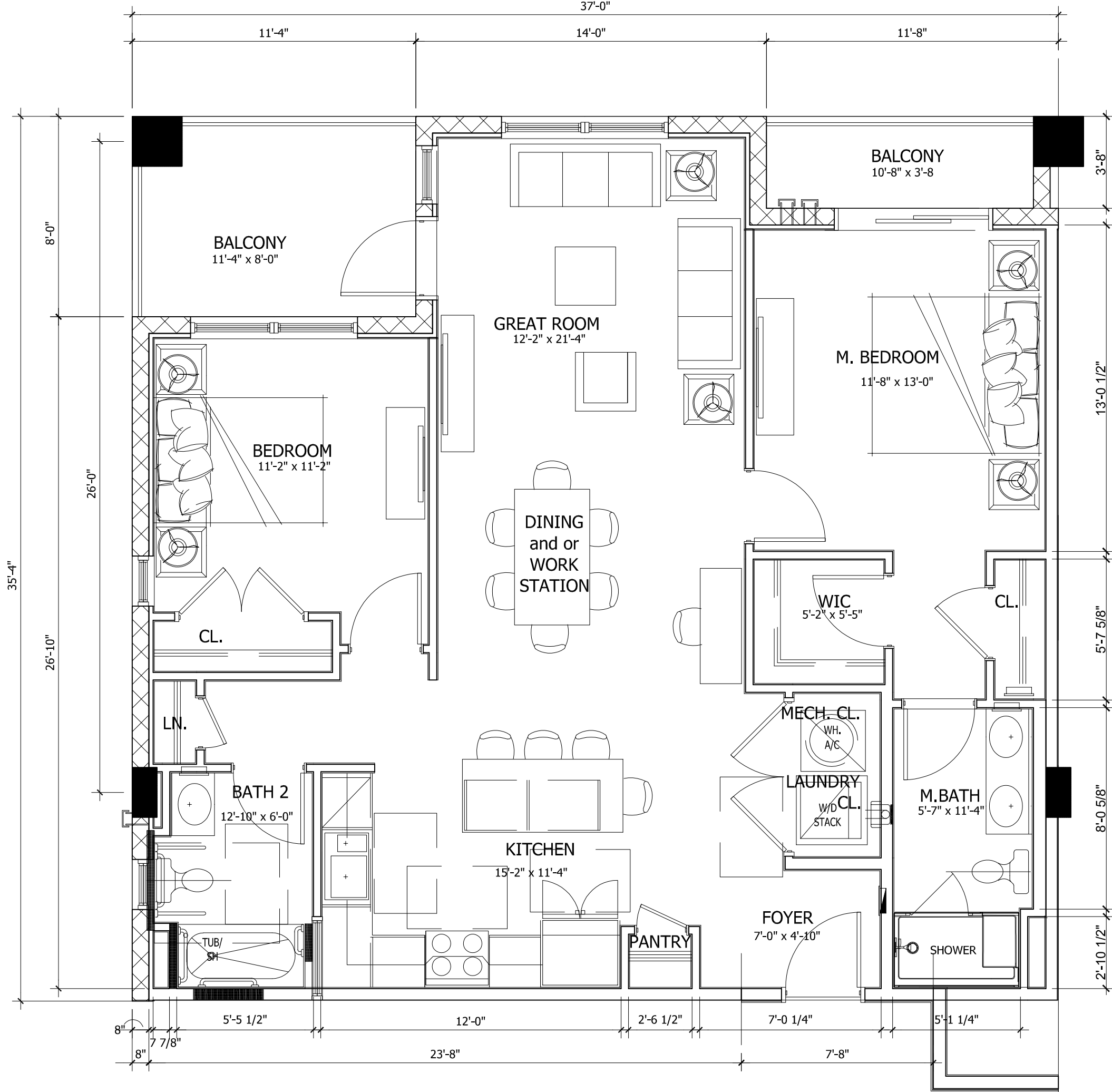
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1 UNIT B (2BED/2BATH)
(XREF) U-B SCALE: 1" = 1/4"



2 UNIT Ba (2BED/2BATH) (5TH & 6TH FLOORS ONLY)
(XREF) U-Ba(corner) SCALE: 1" = 1/4"

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6810 Lyons Technology Circle, Suite 185, Coconut Creek FL 33073
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P.A.: James M. Rivello
Dominick Ranieri
P.M.: A. Garcia
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PROJECT NO.: 1943-01

NO.	REVISION	DATE
01	ENTITLEMENT PACKAGE	07/14/21
02	PRZ COMMENTS	04/09/21
03	CITY COMMISSIONERS COMMENTS	07/02/21

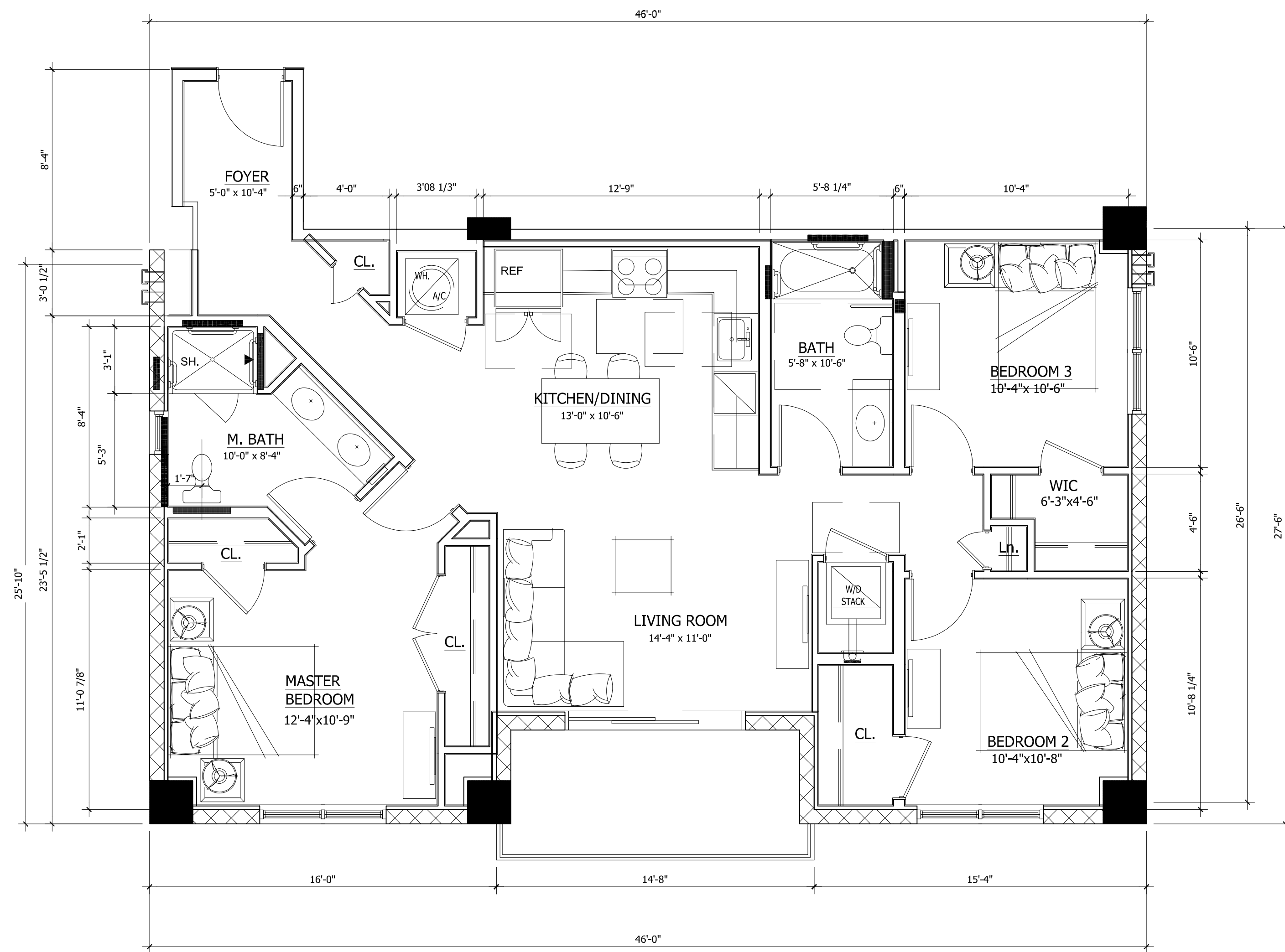
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UNITS
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1 UNIT C (3BED/2BATH)
(XREF) U-C
SCALE: 1" = 1/4"

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PROJECT NO.: 1943-01

NO.	REVISION	DATE
01	ENTITLEMENT PACKAGE	07/14/21
02	PRZ COMMENTS	06/09/21
03	CITY COMMISSIONERS COMMENTS	07/02/21

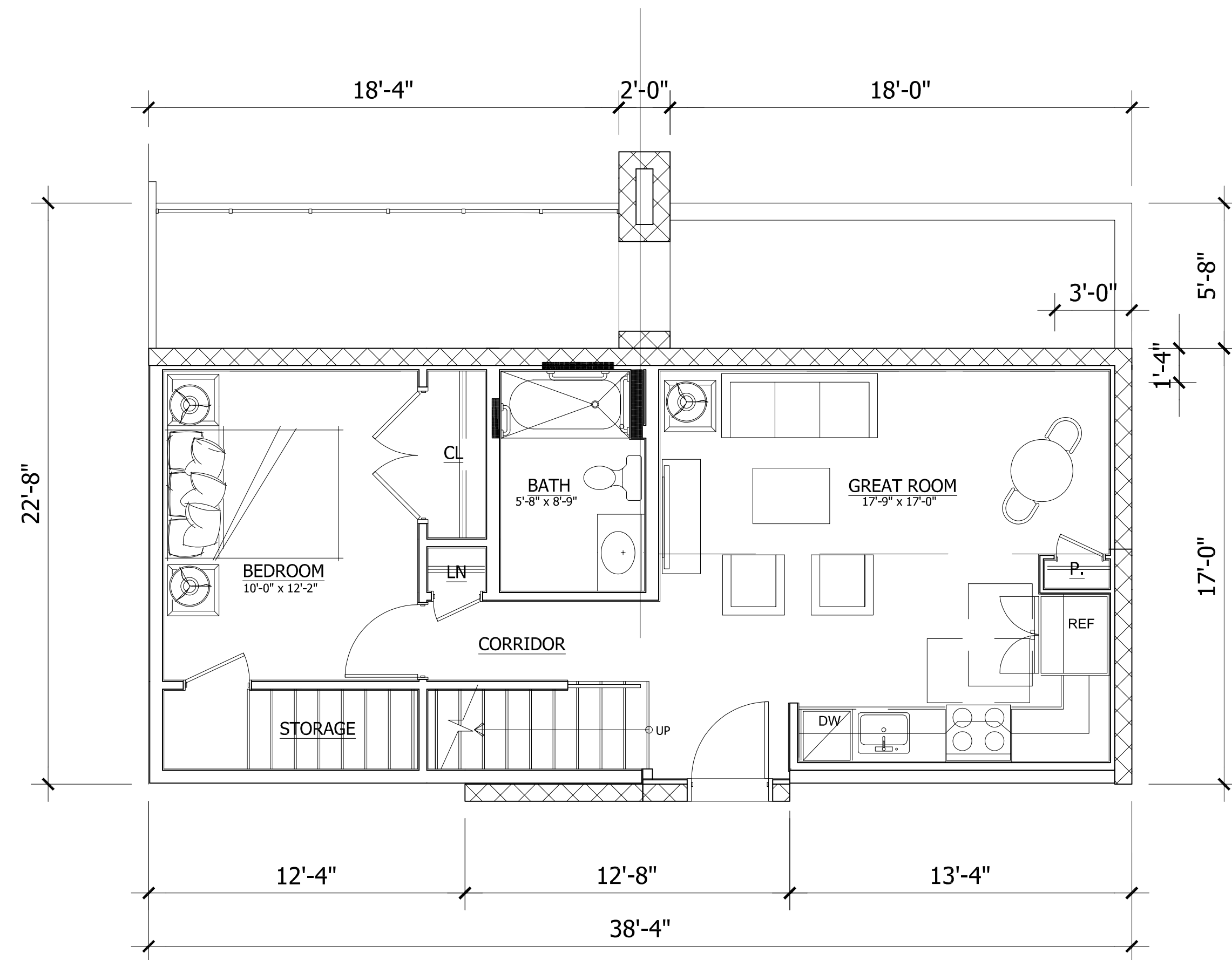
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UNITS
DECO GREEN, LLC
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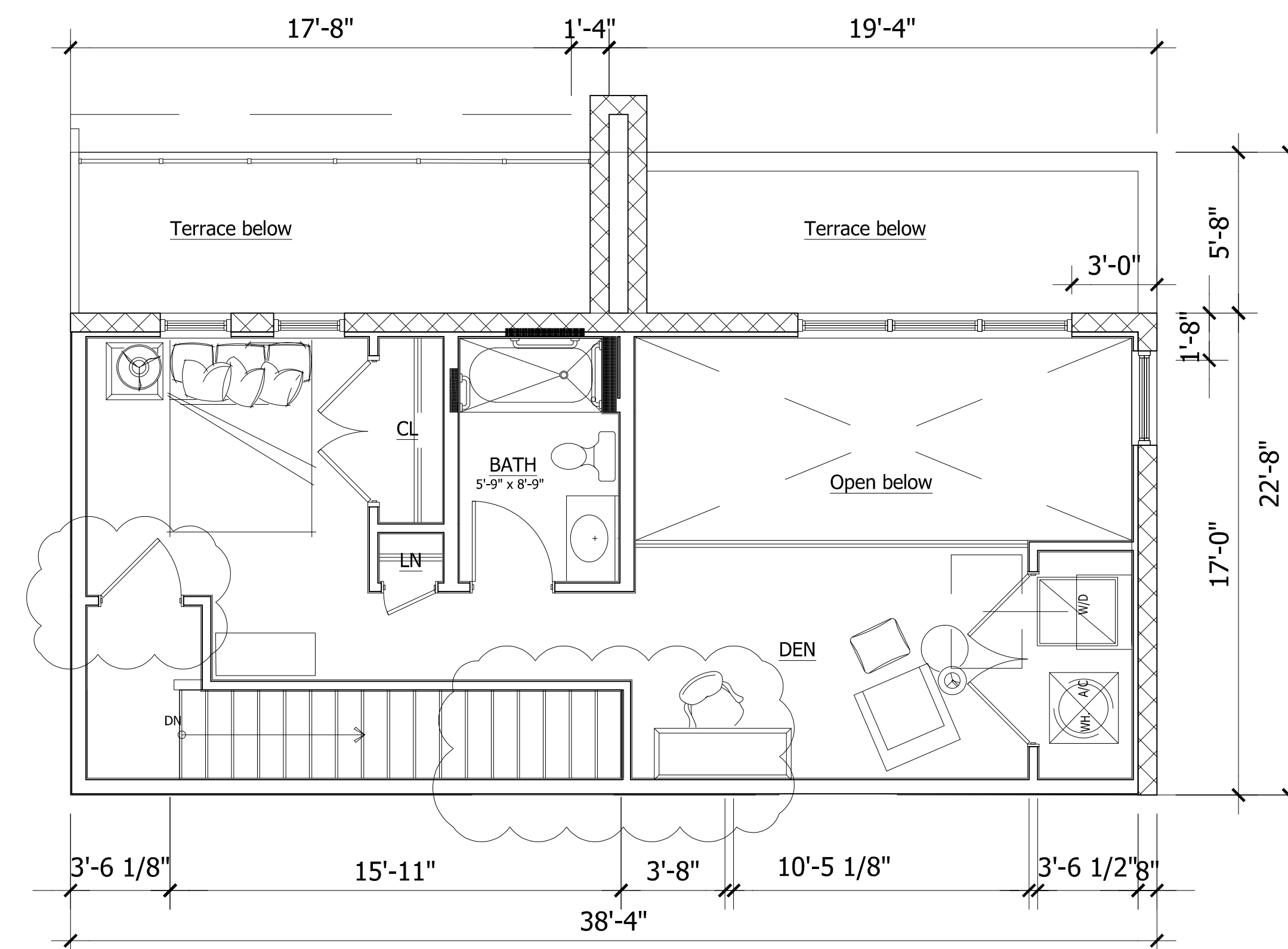
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1 UNIT D2 (2BED/2BATH)
(XREF) U-D2 SCALE: 1" = 1/4"



2 UNIT D3 (2BED/2BATH)
(XREF) U-D3 SCALE: 1" = 1/4"

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P.A.: James M. Rivello
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PROJECT NO.: 1943-01

NO.	REVISION	DATE
01	ENTITLEMENT PACKAGE	07/14/21
02	PRZ COMMENTS	04/09/21
03	CITY COMMISSIONERS COMMENTS	07/02/21

ENTITLEMENT PACKAGE

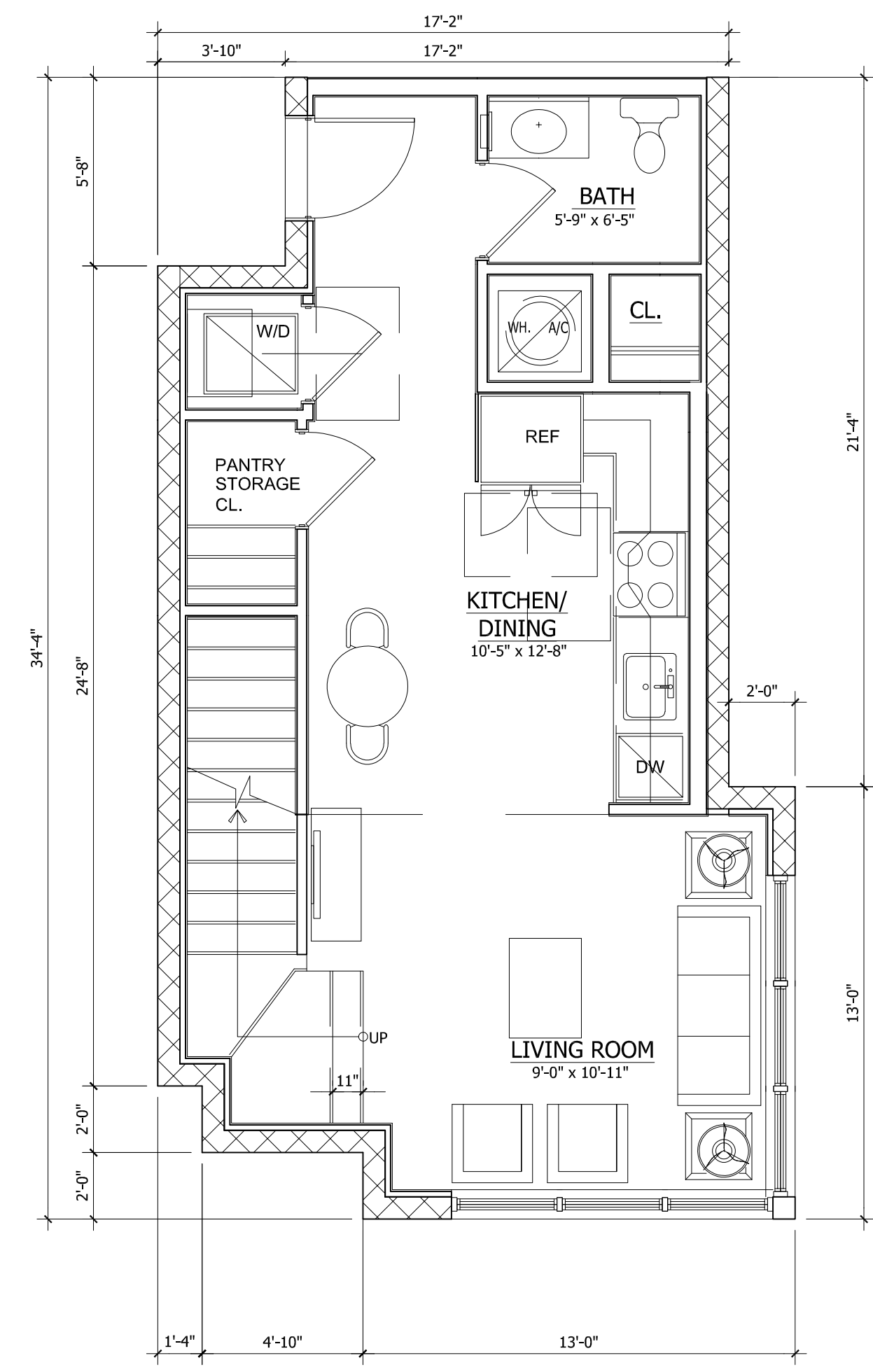
UNITS
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SCALE: AS NOTED
DATE: 01/14/2021

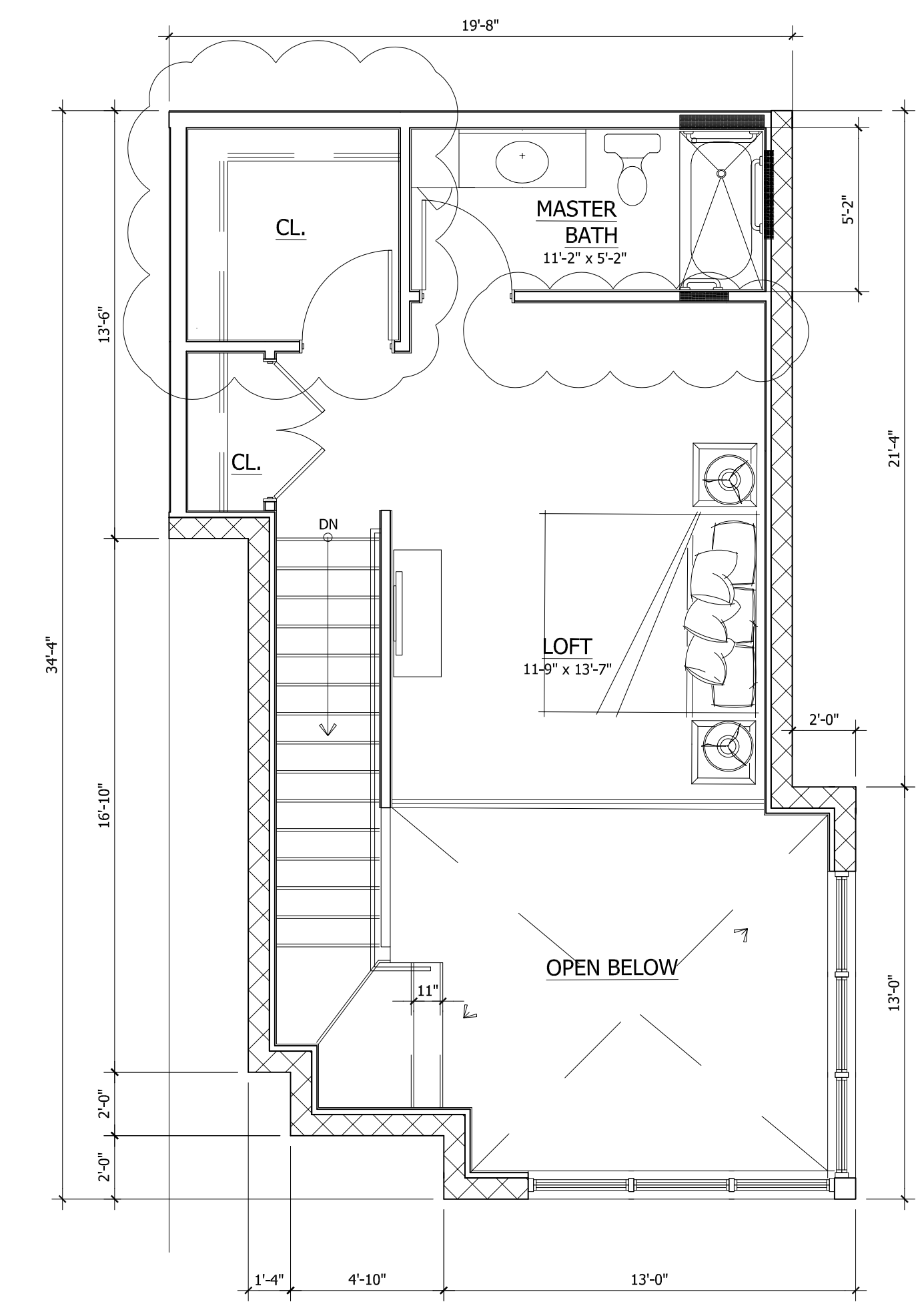
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1 UNIT E2 (1BED/1.5BATH)
(XREF) U-E2 SCALE: 1" = 1/4"



2 UNIT E3 (1BED/1.5BATH)
(XREF) U-E3 SCALE: 1" = 1/4"

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PROJECT NO.: 1943-01

NO.	REVISION	DATE
01	ENTITLEMENT PACKAGE	07/14/21
02	PRZ COMMENTS	04/09/21
03	CITY COMMISSIONERS COMMENTS	07/02/21

ENTITLEMENT PACKAGE

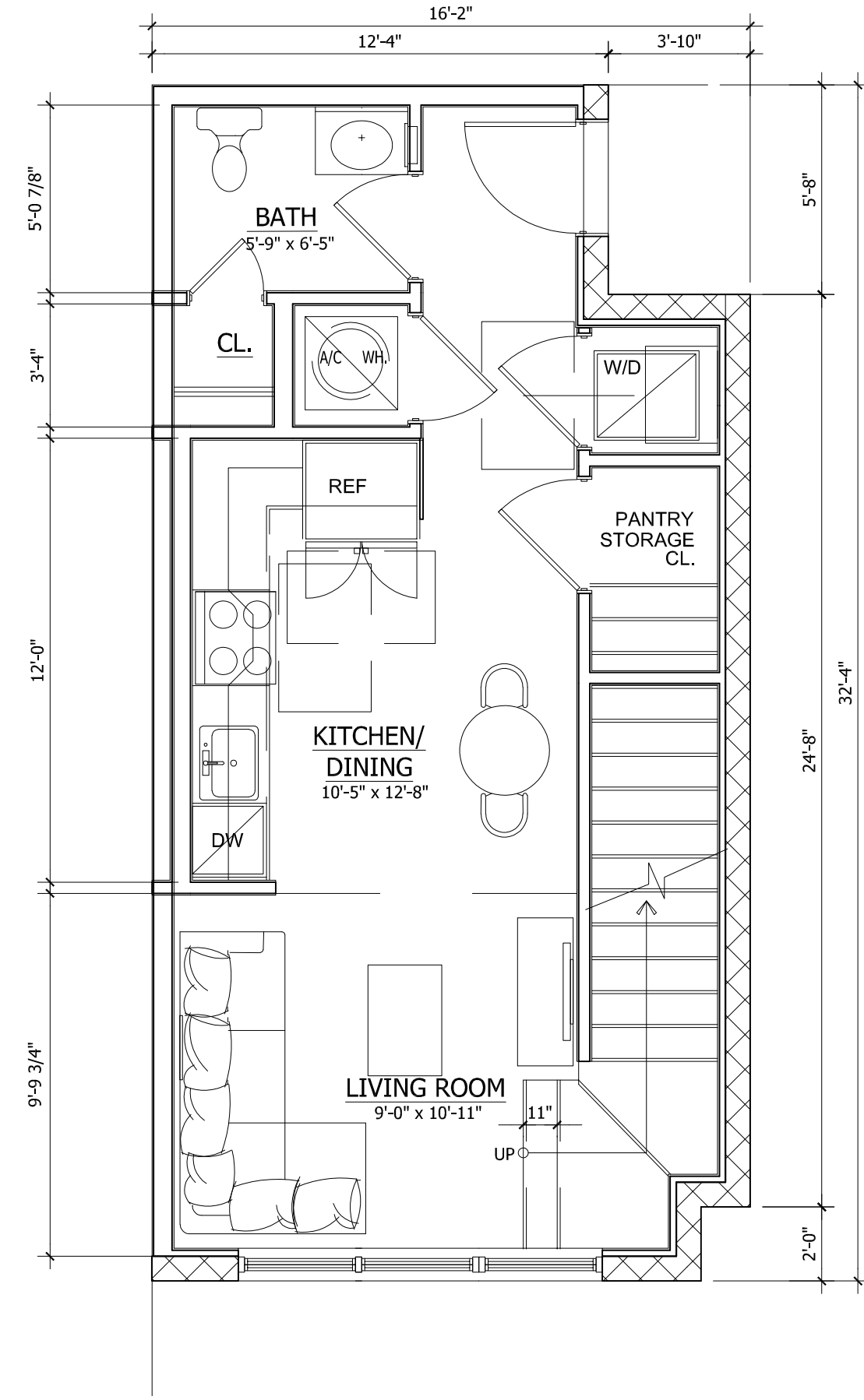
UNITS
DECO GREEN, LLC
LAKE WORTH, FLORIDA
OAG INVESTMENT 5 LLC

SCALE: AS NOTED
DATE: 01/14/2021

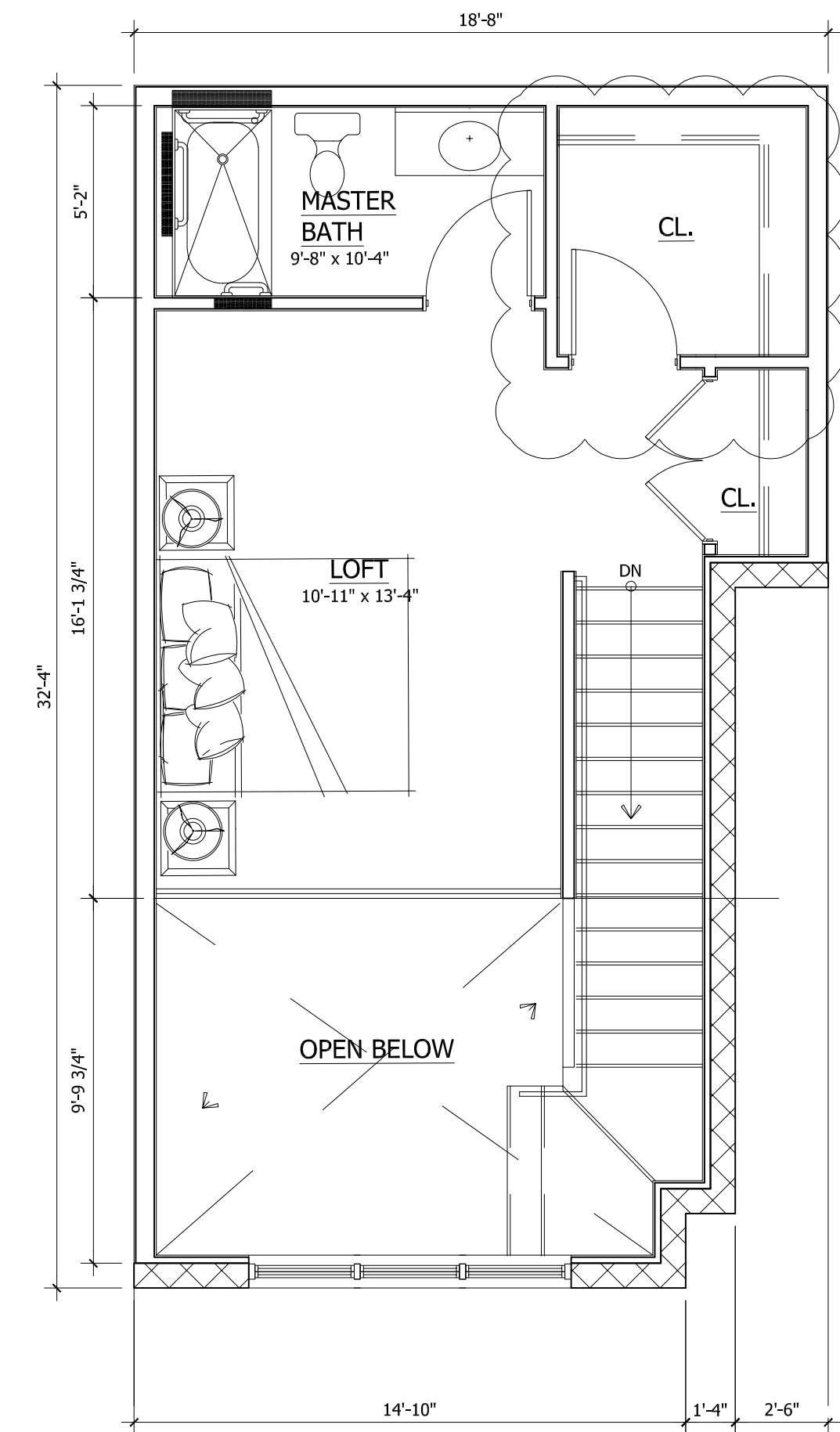
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1 UNIT F2 (1BED/1.5BATH)
 (XREF) U-F2 SCALE: 1" = 1/4"



2 UNIT F3 (1BED/1.5BATH)
 (XREF) U-F3 SCALE: 1" = 1/4"

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P.A.: James M. Rivello
 P.M.: Dominick Ranieri
 DRAWN BY: A. Garcia
 PROJECT NO.: AG & LP 1943-01

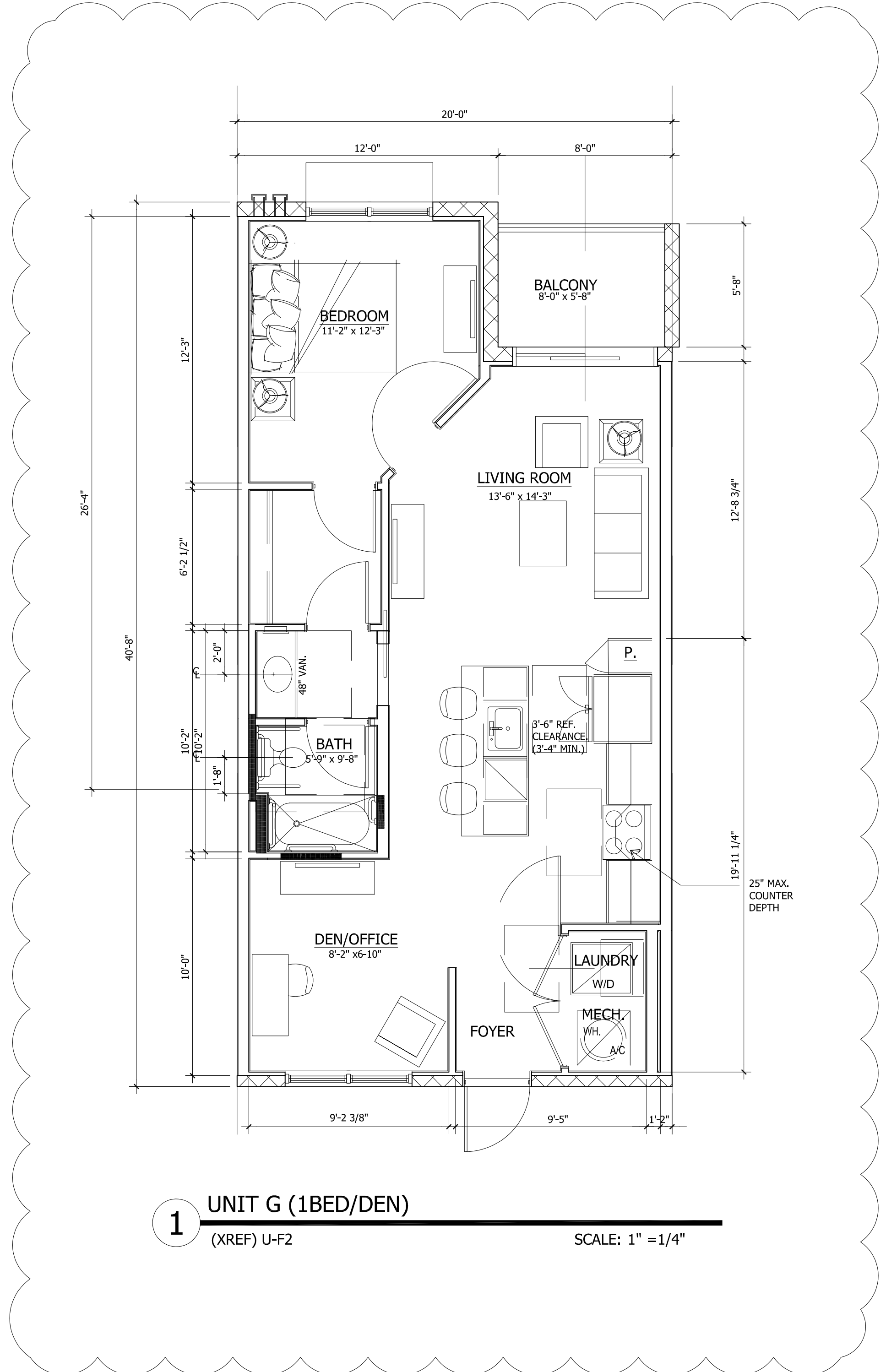
NO.	REVISION	DATE
01	ENTITLEMENT PACKAGE	07/14/21
02	PRZ COMMENTS	06/09/21
03	CITY COMMISSIONERS COMMENTS	07/02/21

ENTITLEMENT PACKAGE

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1 UNIT G (1BED/DEN)
(XREF) U-F2 SCALE: 1" = 1/4"

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01	ENTITLEMENT PACKAGE	07/14/21
02	PRZ COMMENTS	04/09/21
03	CITY COMMISSIONERS COMMENTS	07/02/21

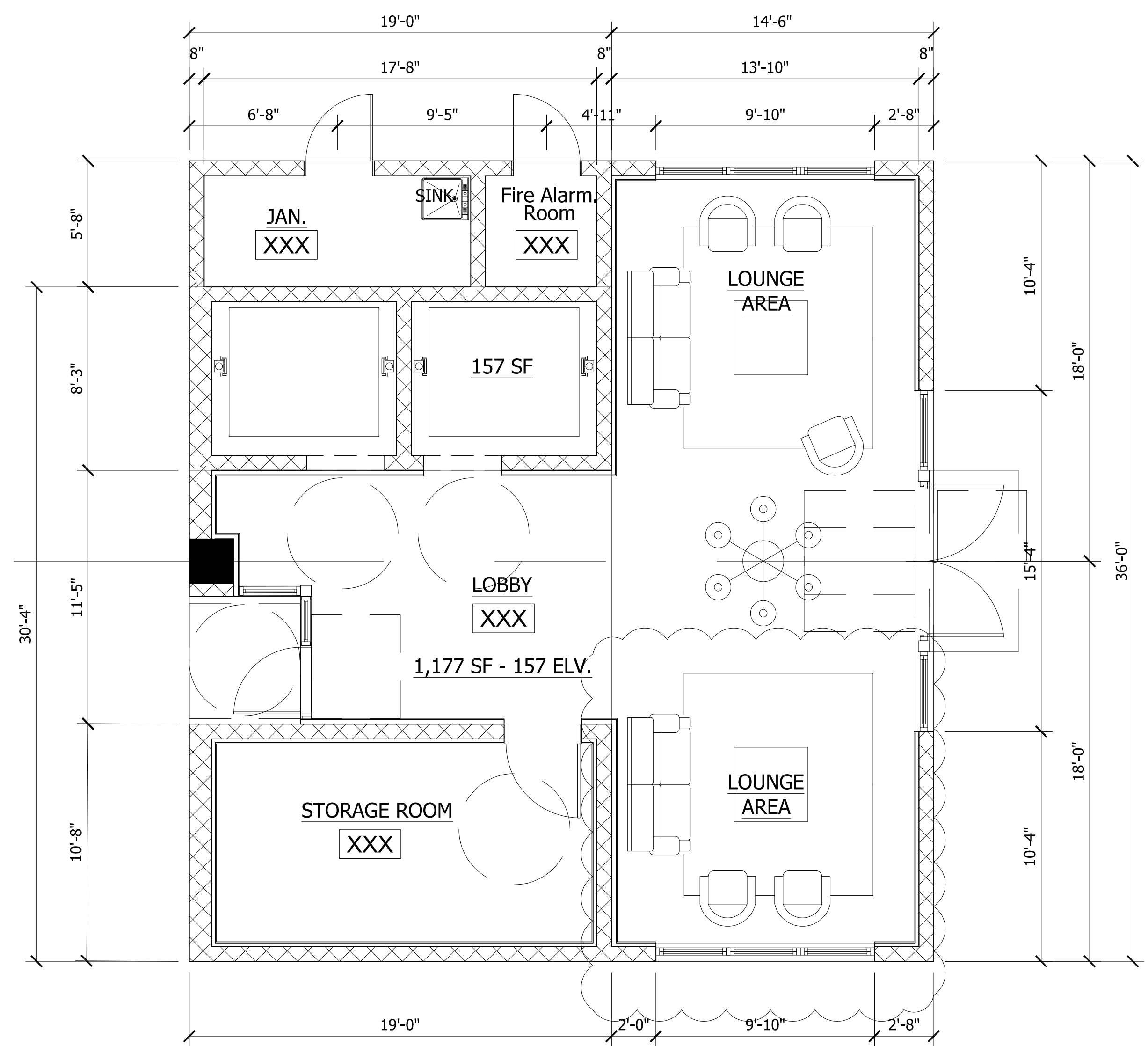
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UNITS
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LAKE WORTH, FLORIDA
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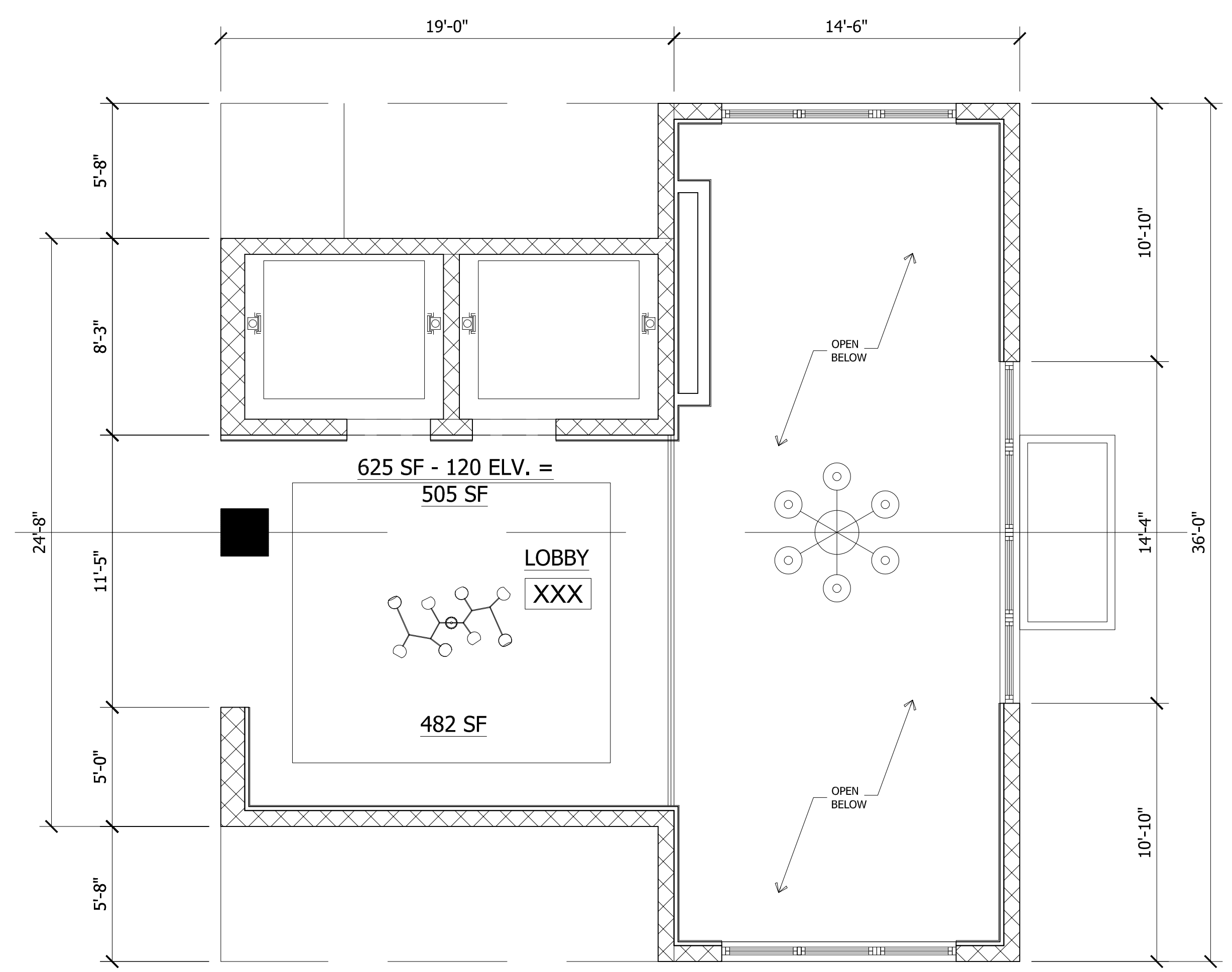
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1 LOBBY AT GROUND FLOOR
 LOBBY SCALE: 1" = 1/4"



2 LOBBY AT 2ND FLOOR
 LOBBY SCALE: 1" = 1/4"

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03	CITY COMMISSIONERS COMMENTS	07/02/21

ENTITLEMENT PACKAGE

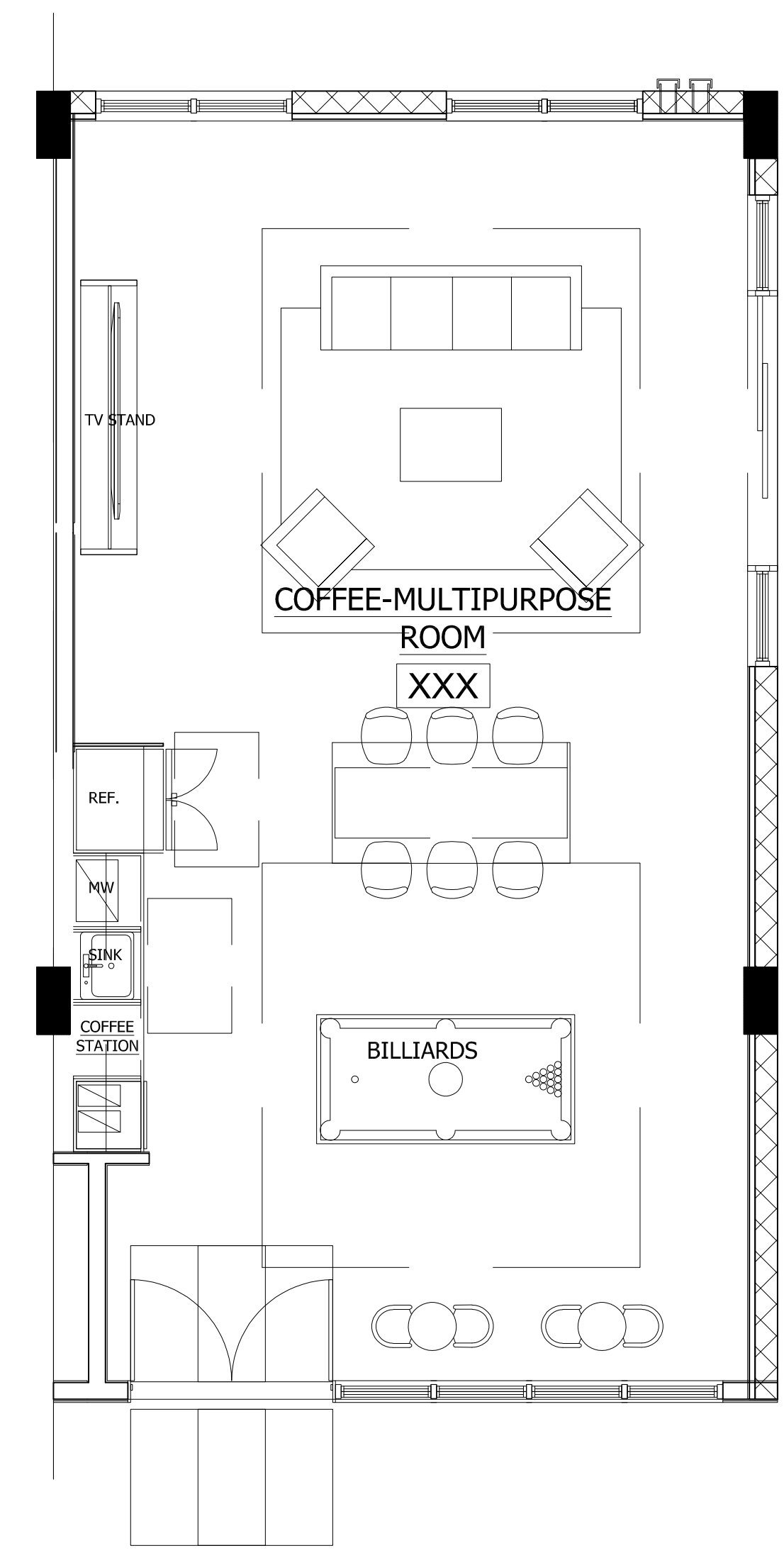
AMENITIES IN GENERAL
DECO GREEN, LLC
 LAKE WORTH, FLORIDA
 OAG INVESTMENT 5 LLC

SCALE: AS NOTED
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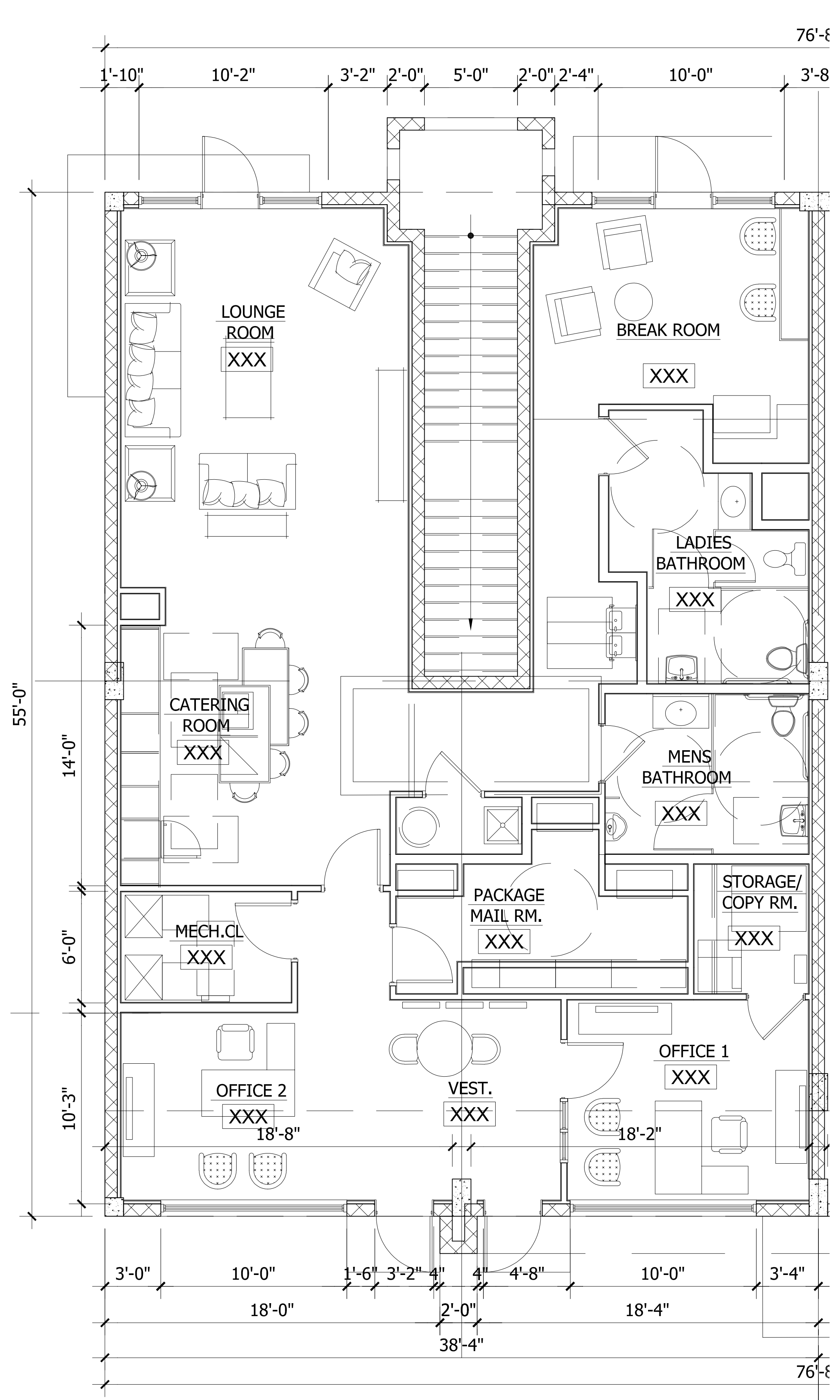
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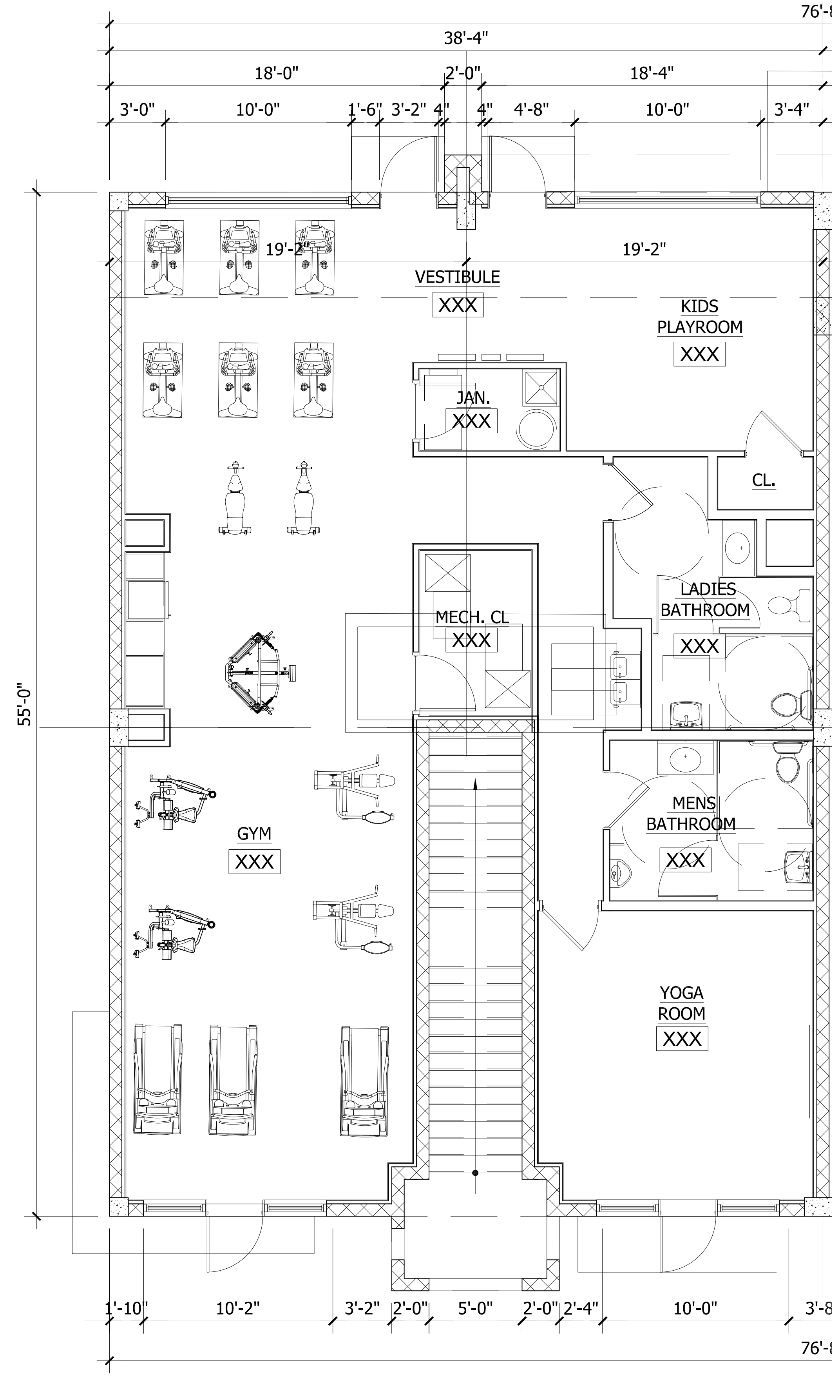
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1 AMENITY BLDG 2 - CLUB ROOM No. 2
(XREF) AMENITY NORTH SCALE: 1" = 1/4"



2 AMENITY BLDG 3 - CLUB ROOM & LEASING OFFICE
AMENITY SOUTH SCALE: 1" = 1/4"



3 AMENITY BLDG 1 - GYM & LADS ROOM
AMENITY SOUTH SCALE: 1" = 1/4"

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P.A.:	James M. Rivello
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PROJECT NO.:	1943-01
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CITY COMMISSIONERS COMMENTS	
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AMENITIES CONT.

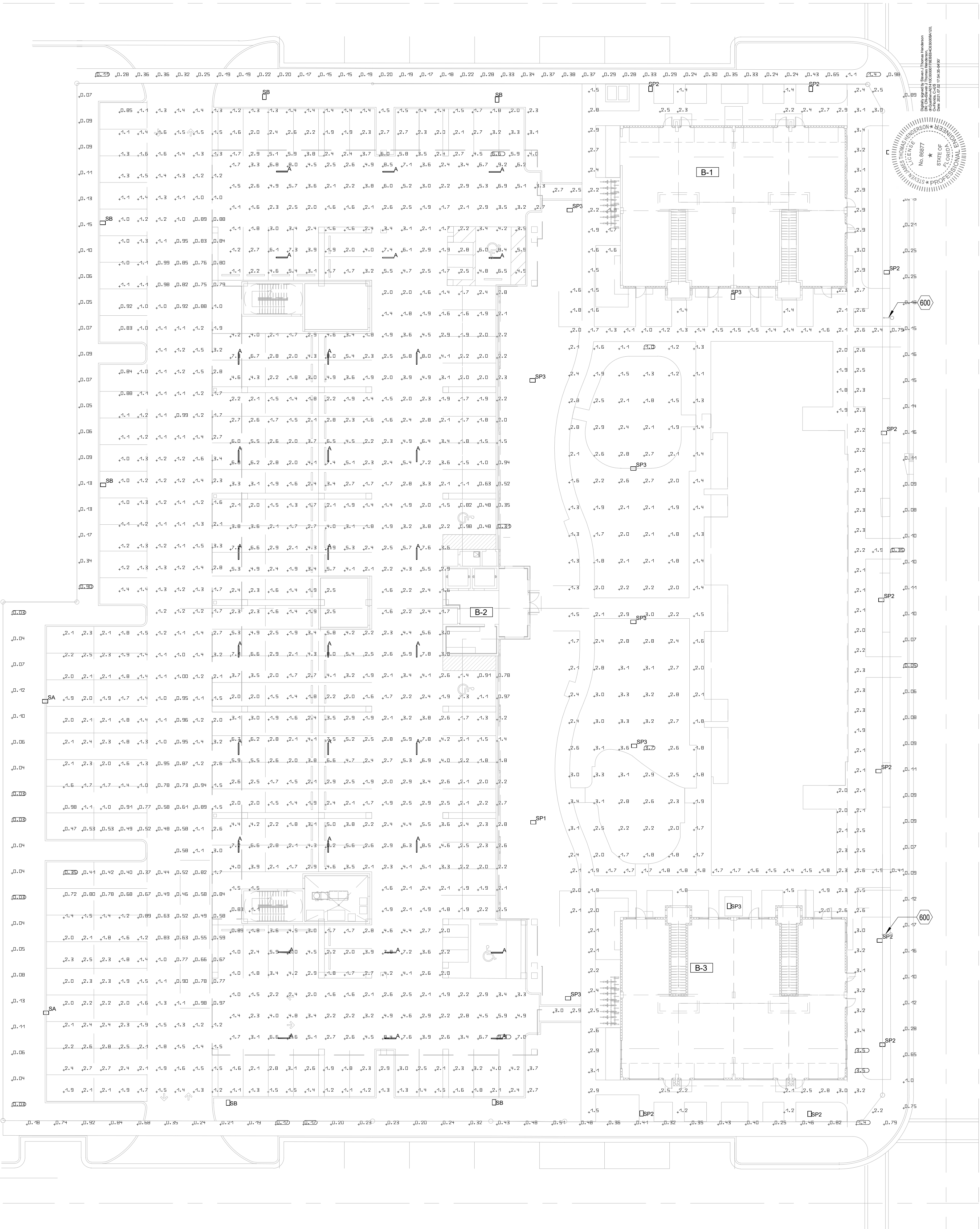
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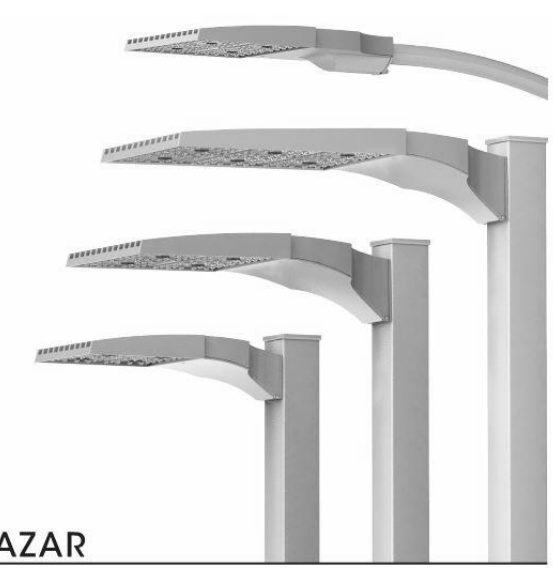
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1 PHOTOMETRIC SITE PLAN
1" = 20'-0"



2 A TYPE LUMINAIRE
E400
NOT TO SCALE



RAZAR

3 SA & SB TYPES LUMINAIRE
E400
NOT TO SCALE



RZR-PTY PLED

4 SP1, SP2 & SP3 TYPES LUMINAIRE
E400
NOT TO SCALE



5 EXISTING POLE AND FIXTURE
E400
NOT TO SCALE

- SITE LIGHTING NOTES:**
1. THE SITE LIGHTING SHOWN HAS BEEN DESIGNED WITH A COMPUTERIZED POINT BY POINT PHOTOMETRIC LAYOUT.
 2. SITE LIGHTING SHALL BE INSTALLED AS SPECIFIED ON THIS DRAWING. NO FIXTURE SUBSTITUTION WILL BE ACCEPTED BY THIS OFFICE. THIS WILL BE ENABLE LIGHTING CERTIFICATION LETTER TO BE DONE BY OUR OFFICE.
 3. IF ANY SITE LIGHTING SUBSTITUTION IS MADE, CERTIFICATION LETTER & TEST FOR LIGHTING SHALL BE SIGNED & SEALED BY AN INDEPENDENT PROFESSIONAL ENGINEER.
 4. THE POLE MANUFACTURER SHALL SUPPLY ANY REQ'D CERTIFICATION FOR THE RECOMMENDED BURIAL DEPTH TO COMPLY WITH FLORIDA BUILDING CODE REQUIREMENTS.
 5. SOIL SHALL BE TESTED AND IF REQUIRED A CONCRETE FOOTING SHALL BE DONE FOR THE POLE.

KEYNOTES
600 EXISTING ROADWAY STREET LIGHT POLE TO REMAIN. REFER TO THE IMAGE 5 ON THIS SHEET FOR FURTHER INFORMATION.

Luminaire list (Site 1)						
Index	Manufacturer	Item number	Luminous flux	Light loss factor	Connected load	Quantity
A	Apogee Translite	CG36-4-35-S-XX-XX	3809 lm	0.79	37.5 W	30
SP3	U.S. ARCHITECTURAL LIGHTING	RZR-PTY-LED-VSQ-M-40LED-525mA-NW	9876 lm	0.56	64.7 W	8
SP2	U.S. ARCHITECTURAL LIGHTING	RZR-PTY-LED-II-40LED-350mA-NW-HS	4837 lm	0.56	42.7 W	11
SB	U.S. ARCHITECTURAL LIGHTING	RZR-M-LED-III-M-24LED-700mA-NW-HS	5276 lm	0.56	55.9 W	6
SP1	U.S. ARCHITECTURAL LIGHTING	RZR-PTY-LED-VSQ-W-80LED-700mA-NW	23646 lm	0.56	173.6 W	1
SA	U.S. ARCHITECTURAL LIGHTING	RZR-M-LED-IV-48LED-700mA-NW-HS	10620 lm	0.56	105.1 W	2

#	Name	Parameter	Min	Max	Average	Mean/Min	Max/Min
1	Workplane (COVERED PARKING)	Perpendicular Illuminance (Adaptive)	0.29 fc	9.83 fc	3.15 fc	10.69	33.38
2	Workplane (OPEN PARKING)	Perpendicular Illuminance (Adaptive)	0.28 fc	8.15 fc	1.64 fc	5.87	29.24
3	Workplane (KIDS PLAYGROUND)	Perpendicular Illuminance (Adaptive)	0.99 fc	4.15 fc	2.18 fc	2.20	4.19
4	Workplane (BUILDING PERIMETER)	Perpendicular Illuminance (Adaptive)	0.13 fc	3.55 fc	2.15 fc	16.66	27.50
5	Workplane (PROPERTY LINE TOP)	Perpendicular Illuminance (Adaptive)	0.065 fc	1.44 fc	0.34 fc	5.19	22.12
6	Workplane (PROPERTY LINE RIGHT)	Perpendicular Illuminance (Adaptive)	0.032 fc	1.22 fc	0.25 fc	7.88	38.71
7	Workplane (PROPERTY LINE BOTTOM)	Perpendicular Illuminance (Adaptive)	0.025 fc	1.56 fc	0.44 fc	17.95	63.71
8	Workplane (PROPERTY LINE LEFT)	Perpendicular Illuminance (Adaptive)	0.021 fc	1.25 fc	0.16 fc	7.42	59.69

PERMIT SET 07/02/2021

GENERAL DISCLAIMER: ANY DESIGN CHANGES TO THE SYSTEM COVERED BY THESE PLANS WITHOUT PRIOR APPROVAL OF THE ENGINEER WHO PREPARED THESE PLANS, WILL NULL AND VOID THESE PLANS AND THE REVISED INSTALLATION. IN ADDITION, ALL EXPENSES ASSOCIATED WITH RETURNING THE SYSTEM TO ITS ORIGINAL DESIGN WILL BE THE RESPONSIBILITY OF THE COMPANY WHICH APPROVED THESE CHANGES. FINAL BID TO INCLUDE PERMIT COMMENTS.

FORMICA & ASSOCIATES Inc.
Consulting Engineers

980 N. Federal Highway
Suite 110
Boca Raton, FL 33432
TEL: (561) 368-3611
License No. CA 8818
www.formicaengineering.com

PHOTOMETRIC SITE PLAN
DECO GREEN, LLC
LAKE WORTH, FLORIDA
OAG INVESTMENT 5 LLC

SCALE: AS NOTED
DATE: 07/02/2021

E400

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P.M.: FWG
DRAWN BY: JVS
PROJECT NO.: 221001

NO.	REVISION	DATE	ENTITLEMENT PACKAGE	PAZ COMMENTS
01		01/14/21		
02		04/09/21		

ENTITLEMENT PACKAGE



**MINUTES
CITY OF LAKE WORTH BEACH
PLANNING & ZONING BOARD REGULAR MEETING
CITY HALL COMMISSION CHAMBER
WEDNESDAY, MAY 05, 2021 -- 6:01 PM**

ROLL CALL and RECORDING OF ABSENCES: Present were: Anthony Marotta, Vice-Chair (remote); Mark Humm; Laura Starr, Juan Contin, Robert Lepa (joining at 6:06 pm). Absent: Daniel Tanner, Greg Rice, Chairman. Also present were: Alexis Rosenberg, Senior Community Planner; Andrew Meyer, Senior Community Planner; Erin Sita, Assistant Director for Community Sustainability; Susan Garrett, Board Attorney; William Waters, Director for Community Sustainability; Sherie Coale, Board Secretary.

PLEDGE OF ALLEGIANCE: Led by Juan Contin.

ADDITIONS / DELETIONS / REORDERING AND APPROVAL OF THE AGENDA

APPROVAL OF MINUTES:

A. April 7, 2021 Regular Meeting Minutes

Motion: M. Humm moved to approve the minutes as presented; J. Contin 2nd.

Vote: Ayes all, unanimous.

CASES:

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

PROOF OF PUBLICATION- Provided in the meeting packet.

- 1) L38406-Deco Green
L38409-Lake Worth Apts.
L38408-1831 N. Palmway
L38407-Boutwell Rd Apts.

WITHDRAWALS / POSTPONEMENTS: None

CONSENT:None

PUBLIC HEARINGS:

BOARD DISCLOSURE: None

UNFINISHED BUSINESS: None

NEW BUSINESS:

- A. PZB # 21-01500003 - A Request by Wes Blackman, AICP of CWB Associates on behalf of David and Jennifer Hamel for consideration of a Variance to the minimum required side setback for a residential shed at 1831 North Palmway within the Single-Family Residential (SFR) zoning district.

Staff: A. Rosenberg provides case findings and analysis. A variance for a reduction in the required side setback. The variance requested is five (5) feet. The applicant applied for a building permit to replace an existing shed and was disapproved due to failure to meet the ten (10) foot setback. The new shed is proposed to be 240 square feet (twice the size of the existing shed) and would encroach on the pool deck if required to meet the setback. Approval of the variance request would allow the shed to remain off the pool deck. As the current, deteriorated shed (accessory structure) exists as a non-conforming structure, a new shed should not continue or perpetuate the non-conforming setback, rather it should meet current code. Regarding the variance criteria, there are no special circumstances or peculiarities regarding the lot. The 100-foot lot is comprised of 2 fifty-foot lots which could be split in the future (in which case the shed placement would then meet the five (5) foot setback). Staff does not consider the double lot to be a special circumstance. Staff does not recommend approval.

Agent for the Applicant: Wes Blackman, CWB Associates – The original garage was demolished. The northern side of the home has always been the main point of entry as evidenced by the porte-cochere. Regarding the variance criteria: disagrees with staff assessment that a double lot is not a special lot as the immediate area is lacking in double-lots. It may be correct to say that within the City, but not in the immediate vicinity. In the general area those with smaller lots have five (5) foot side setbacks. Several years ago, circa 2018, the standard lot width increased to 50-foot in width. States the lot cannot be split due to location of the house on the lot.

Board: J. Contin- That staff states 3 of the 4 criteria are not being met is significant. L. Starr- what building code does a shed have to meet? **Staff response:** It will go through building review at time of permit. The Florida Building code is applicable in this case with wind load calculations. Do the neighbors have anything to say? **Staff response:** The letters of support will be read. Is there running water? **Applicant Response:** No power, no water, there will be windows to mimic the house as will the roofline.

Property Owner: D. Hamel points out the immediate neighbors who have supported the shed placement. It is not visible, obscured by a six (6) foot privacy fence, mature coconut palms and the porte-cochere. The roofline of the porte-cochere will block the view. It is an 8 x 25 foot shed plus the roof; it is an engineered, site built shed, not a fabricated store bought shed. He is a residential contractor since 1991 and third generation carpenter.

Board: A. Marotta does not see the placement of a new shed on a double wide lot as being more injurious to the neighbors as opposed to being a single lot. J. Contin – It's not a habitable structure, it is just an expansion of the size. R. Lepa- As the proposed shed has doubled in size, where will the water runoff go? **Applicant response:** gutters could be installed.

Public Comment: Board Secretary read into the record the five comments from property owners within 400 feet of the subject parcel including:

John & Jennifer Rachell - 1828 N Ocean Breeze – no issues with the approval.

Gretchen & Brian Gong – 123 Wellesley Drive – support the proposal.

Loren B. Coleman – 136 Wellesley Drive – support the proposal.

Eleanore Schenck – 1831 N. Palmway – support the proposal.

Sharon Callaro – 1820 N. Palmway – no issue with the approval

The following comments from owners outside the 400-foot radius were read into the record:

Brian Luongo – 1327 N. Palmway – supports the proposal

Joe Towslee – 213 Vanderbilt Dr. – no issues with the approval

Erin Allen – 208 S. Lakeside – supports the proposal.

Motion: B. Lepa moves to approve PZB 21-0150003 with staff recommended conditions, the variance application criteria based on the data and analysis in the staff report. L. Starr 2nd.

Vote: Roll call vote - ayes all, unanimous.

- B. PZB # 21-00900001 - A request by Patricia Ramudo, PE of IBI Group on behalf of Ricardo Hernandez of OAG Investment 5 LLC for consideration of a Mixed Use Urban Planned Development, Development of Significant Impact, Major Site Plan, Conditional Use, Sustainable Bonus Incentive Program, and Transfer of Development Incentive Program to allow for the construction of a 126-unit mixed use development commonly known as “Deco Green” at 1715 North Dixie Highway within the Mixed-Use Dixie Highway (MU-DH) zoning district. The subject property’s PCN is 38-43-44-16-06-014-0010.

Staff: A. Meyer present case findings and analysis. The proposal includes a 127-unit multi-family development. The site will be comprised of three buildings with heights up to seven floors with ground level parking with rooftop terraces, commercial activity on the lower level, a plaza, a dog park. The Sustainable Bonus and Transfer of Development rights allow for added density and height. As a Planned Development the relaxation of certain code regulations, such as impermeable surface coverage, are allowed in order to promote innovative design and development solutions. Parking surfaces located outside the building footprint will be semi-pervious pavers and exfiltration (as per SFWMD) will provide above the minimum water quality treatment required. As it is found to be in compliance with the City Comprehensive Plan, Strategic Plan, Major Thoroughfare Design Guidelines and Land Development Regulations, approval by the Board is recommended.

Agents for the Applicant: Patricia Ramudo, PE of IBI Group and Ricardo Hernandez-CEO of OAG Investment 5 LLC.

Andres Montero-Landscape Architect - there is a big outdoor space with open lawn/space. The public, communal space is bordered by extensive landscaping with a dog park, playground and seating areas, bike racks and outdoor lighting, mural. The public and private amenities are designed to encourage residents and the public to enjoy the outdoors. The landscape material was carefully selected to help soften the view of the structures from the street and surrounding properties. Provides for revitalization of the area with commercial/office/retail space, open space, playground, art throughout the property, residential units, and dog park.

Annabella Garcia- architect for Deco Green- Pedestrian friendly access was a primary consideration, was inspired by the Art Deco Bauhaus movement and that the City of Lake Worth Beach is where tranquility meets creativity. The plaza is a very important part of the design. The ground floor retail is exposed to the plaza rather than Dixie highway. The two smaller buildings will incorporate 1 & 2 bedroom townhome lofts. Two murals will also be on those structures facing Dixie Hwy. Building number 2 will have the residential amenities (loungeroom, small business center, exercise room) as well as three (3) bedroom corner units. The ground floor is the parking. The mailroom and elevator will be secure areas within the lobby.

Reinaldo Padron - The tenant mix may include yoga studio, art galleria, pet store, deli, bakery, ice cream shop, juice bar and a coffee shop. It is designed to honor the artists who have defined Lake Worth Beach. The investment is valued at 31 million. Discussion of public benefits.

Patricia Ramudo - Utilizing the Sustainable Bonus Incentive Program the total on and off site incentive provided is \$864K.

Board: A. Marotta inquires if this project and the SBIP is now subject to the moratorium?
Response: No, this project was under review at the time of the zoning in progress was instituted.
R. Lepa has questions about the semi-pervious pavers. **Response:** It is a sustainable feature and is not added to the SBIP credit. It is pervious concrete and will be used on the parking surfaces to the north, south and west perimeter parking. Beneath the building footprint of Building 2, it must be concrete. It is more expensive but aids in the drainage. There is some tandem parking for residents with multiple cars. M. Humm asks if there are other similar projects this company has completed. **Applicant response,** Ricardo Hernandez, yes in Orlando and in Miami. The building in Orlando is similar without the Plaza. M. Humm queries if they are planning to sell after approval or would they own and operate? Where would the extra parking be for non-residents? **Response:** Some is dedicated to the retail operations, people are encouraged to walk, use bikes, scooters in addition to the on-street parking. What is the anticipated rent?
Response: It will be market rate. 1 bedroom@ \$1,500 2- bedrooms \$1,800 and 3 bedrooms \$2,000 and adjusted for inflation when opening. Will there be property management by a third party? **Response:** Avanti, one of the partners will be taking that role, it is in-house. Live on-site?
Response: The property manager and leasing agent will be on site usually from 9-5. The property manager and leasing agent should be local. J. Contin asks about the impact fees and the distribution between the county and city. Relationship of parking to unit mix? At night the retail will be vacant during the day the parking can be for the public. A bus station stop is provided as the intent is to have young families with young children. What TDR rights were utilized? **Staff Response:** They are being bought from the City at \$10.00 per foot. It allowed them to go 7 floors and added 10 % density. L. Starr- Is the CRA the property owner?
Response: Went through an RFP, signed a contract for purchase and development agreement. Once the project is approved they will have 2 years to deliver the building. The cost of the property was 2.49 million. Are they paying the City anything? SBIP are paid by developer to the project. **Staff:** Total cost of the TDR is \$246,720 required to be paid to the city into an infrastructure trust fund. It can be requested to be waived but it seems the city is not open to waiving at this time. The City does not charge impact fees, only the county. The City requires water/sewer capacity fees. L. Starr- how many commercial tenants? Up to 16, are there assigned spaces? Yes, the tandem parking spots will be assigned to the 3-bedroom units. Prefer families to be in the 3-bedroom units as opposed to students as there are family amenities on site. The on-street parking cannot be restricted, it is open to the public. L. Starr asks about signage.
Response: The majority of the signage will be on the retail spaces, and it can be restricted by the yet to be submitted sign program. M. Humm-will there be wayfinding signage? Yes, no signage on Bldgs 1 and 3. L Starr- will there be any sandwich board signs? **Staff:** They are prohibited by code. A. Marotta- there are eight (8) parking spaces over what is required by code, and there could be more density by right. Would Board be approving the murals? **Staff:** LULA would find the artist(s) and supervise the installation but they could come back before the Board is so desired.

L. Starr- asks for explanation of what items the commission is concerned about and would be disallowed after the SBIP zoning in progress proceeds. W. Waters explains half of the funds would be deposited into a trust fund, similar to the TDR fund. On site and passive amenities such as dog parks, tot lots unless built off-site would not count toward the Sustainable Bonus

credit. J. Contin – Will there be security measures in and around the plaza? beyond PBSO, in place such as cameras? **Response:** A consultant has not yet been brought on board. With the orientation of the retail spaces toward the plaza there will be many eyes on the scene. **Staff:** The sheriff's office will assist with CPTED. M. Humm asks if shade trees around the plaza would not be better than palms? Andres Montero states they will look at that suggestion. The seating areas are surrounded by canopy trees. Annabella Garcia states the area with the palms is where events will be held. L. Starr- where is the refuse area located? **Response:** On the west side of Buildings 3 & 1, for Building #2 on the SW side at the parking level. Are there palms on the rooftop terraces? The 7th floor is not all units, it is terraces, floors 4 and higher afford a view of the intracoastal and ocean; Buildings 1&3 also have rooftop terraces.

Public Comment: Nelson Moscoso is concerned with the height of 6 floors.

Motion: B. Lepa moves to recommend approval of PZB 21-00900001 to the City Commission with staff recommended Conditions of Approval, with an added condition the west parking spots having permeable concrete. The project meets the criteria based upon the data and analysis found in the staff report M. Humm 2nd.

J. Contin would like the motion amended to read "127 not 126" units.

Motion amended by B. Lepa and 2nd by M. Humm to include the correction of the number of units to 127, not 126.

Vote: Roll call votes 4/1 L. Starr dissenting. Motion carries.

C. PZB # 21-01400002 - A request by WGI, an engineering and land development firm, on behalf of MA Investment Boca, LLC for consideration of a Residential Urban Planned Development, Development of Significant Impact, Major Site Plan, Conditional Use Permit, Transfer of Development Rights, and Sustainable Bonus Incentive Program to allow the construction of 200-unit multi-family development at 3300 Boutwell Road, within the Mixed Use – West (MU-W) zoning district

Staff: A. Rosenberg presents case findings and analysis. The project will consist of two (2) five-story buildings including a clubhouse and mailroom with 200 multifamily units.

Agent for the Applicant: Yoan Machado displays a powerpoint presentation with additional detail. Mentions the previous approval, still vested, was one building but now the mass has been separated in two buildings. It was also lacking in aesthetics, greenspace and amenities with 2 access points on Boutwell Road. That approval did not avail itself to the sustainable bonus incentive program (SBIP) There will be a bus shelter provided on-site as well as a ride share drop-off area. Request for a side setback reduction for the northern boundary from 20 feet to 11 feet.

Board: M. Humm asks what the financial benefit will be to the City? **Response:** Yoan Machado- 600K in real estate taxes. They will be market rate with approximately \$1250.00 for 1 bedroom and \$1750.00 for 2 bedrooms, there are no 3-bedroom units. J. Contin commends the waste disposal portion of the site plan stating if trash pickup can happen here, it can happen anywhere; inquires about the traffic study, Yoan Machado states as the previous approval (200 units) and trips are vested, along with the unit mix (121 units) will create a less than 1% impact on Boutwell Road. Juan Ortega of JFO Group Inc. states the project is within the TCEA-traffic concurrency exception area with peak area trips of 54 in the afternoon. The study was based upon 200 units. Is there a retention pond in the back? Yes, with an observation deck.

Parking: 320 spaces are required according to code; the study shows 262 parking are necessary. 293 are being provided only 26 will be exchange of spaces. The site will be deficient by 27 spaces according to code.

Staff: In keeping with the Urban Planned Development, which enables the relaxation of some codes, the applicant has provided a traffic study allowing for 264 parking spaces (up to 25% of the parking can be alternative parking solutions).

Board: Regarding the Sustainable Bonus- What is the total dollar value? **Response:** Page 15 of the staff report shows the amounts provided for Sustainable Bonus Incentive Program and Transfer of Development Rights.

Additional questions regarding acceptability of the traffic study. As there is no on street parking, any deficiency will be impact the marketability of the units. **Staff:** Boutwell Road improvements and 10th Avenue North improvements should be initiated in the fall of 2021.

Motion: J. Contin moves to approve PZB 21-0140002 with staff recommended conditions. The project meets the criteria based upon the data and analysis found in the staff report. 2nd Bob Lepa.

Vote: 3/2 M. Humm and L. Starr dissenting. Motion carries.

- D. PZB # 21-01400039: A request by Mark Hunley of Charette International Architecture on behalf of 1212 Tenth Ave North LLC for consideration of a Residential Urban Planned Development, Major Site Plan, Conditional Use Permit, and Right of Way Abandonment to allow the construction of a two-building residential project consisting of 24 multi-family units on 10th Avenue North, between North E Street and North F Street, within the Mixed Use – East (MU-E) zoning district, PCN #s 38-43-44-21-15-318-0010, 38-43-44-21-15-318-0140, 38-43-44-21-15-318-0150, 38-43-44-21-15-318-0160.

Staff: A. Meyer presents case findings and analysis. Proposal is for 24 multi-family units in two (2) buildings and includes a request for an alley abandonment bisecting the three (3) parcels.

Applicant presentation by Mark Hunley-the alley was primarily used for the access to electric utilities which will now be funded by the applicant for re-location underground. Continued access was requested and accommodated via curb cuts on the northern boundary. Comprised of one and two bedroom units and efficiency units. The Major Thoroughfare Design Guidelines adherence is evident with the large amount of glazing facing 10th Avenue North.

Board: J. Contin has concerns with the stairways to the second level, the stairs look tacked on and could be more robust. Possibly with bike racks behind it for storage. **Staff response:** It may have been as a result of CPTED comments, for more visibility. **Applicant:** It does make it clear to police and fire where to go in the event of an emergency. M. Humm questions the access to the efficiency unit. What are the rent rates for the unit? **Applicant:** Eric Schwimmer \$1050 for the efficiency, \$1250 for the 1 bedroom and \$1450 for the 2 bedroom units. Not in competition with the larger projects as there are no amenities. Looks to the transitional neighborhoods to provide improvements. R. Lepa asks about the parking. **Staff:** There is concern on the part of the engineer for the City, a waiver is requested for the two northerly on-street parking spots. Sight visibility upon exiting the parking area could be impeded and there is suggestion those two spaces should be eliminated. L. Starr- inquires about the CRA parcel that is ten feet in width and the alley abandonment. **Staff response:** The small parcel was gifted to the CRA from the City during the 10th Avenue re-do. Regarding the alley abandonment, that will go to the property owner. Are there any other projects the applicant has built? **Response from Mr. Schwimmer:** Yes, several mixed-use projects and multifamily units; he did not go through an RFP for this

project, is using Northstar Construction as he is not yet confident with the windstorm portion of contracting at this time. He is a licensed general contractor in New York and is currently studying for his Florida licensure. Enjoys smaller projects and affordable/workforce housing, not Section 8, just a nicer home for a modern day worker and one they can afford. Transitional community being defined as an area moving from lower end to a mid-market community. Lake Worth Beach is changing and being bettered. Believes the total tax generated would be \$80-\$90K. He will manage the properties himself with his own team. **Staff:** The Sustainable Bonus will be paid to the Trust Account in the amount of \$21,600 to allow for the three (3) extra units. The two (2) spots on-street will be striped to disallow the parking at those locations.

Public Comment: Nelson Moscoso-Compliments the looks of the structure but is irate with the traffic in the area, states currently only one car can pass at a time. Why take away the parking when there isn't enough parking as it already is? and there is too much parking on the street, each side with visibility issues. His house is behind the parking lot. Going to have noise, and lights. Heard something about impact windows, wants restitution of some type.

Eric Schwimmer: Recollects that they spoke on the phone regarding the windows recalling he told Mr. Moscoso to select his own window vendor, provide the proposal and a check would be issued to cover the costs. He doesn't know about the experience in the evening when people are not at work, and lastly the project could have gone to three (3) story's. Mr. Moscoso is upset with the parking situation, stating neighbors have 5 cars parked in the street at all times.

James Ludwig -1109 North E Street was also opposed to the project as the area doesn't need any additional traffic or foot traffic.

Board: J. Contin- It's right to re-develop as there appears to be blight in the area especially coming off of I-95 in the major thoroughfare area; understands the parking and traffic issues. L. Starr agrees with those sentiments but that additional units should be eliminated to ease the lack of parking. It makes it difficult, if not impossible for trash pickup. Developers need to follow the code regarding parking. A. Marotta asks for explanation in the difference between a permitted by right and Conditional Use parking. **Staff:** The waiver was to make the site lines available, the project does meet parking code. Board may opt to retain the two (2) on street parking spaces and disregard the request for waiver if they so choose.

Motion: J. Contin moves to approve PZB 21-01400039 with staff recommended conditions. The project meets the applicable criteria based on the data and analysis in the staff report. Add a requirement that there shall be an architectural adjustment of the staircase creating a more solid and fluid appearance; remove staff recommendation of relaxing Section 23.4-10 (removal of 2 on-street parking spaces); R. Lepa 2nd.

Vote: Roll call vote 4/1, L. Starr dissenting. Motion carries.

PLANNING ISSUES: The Sustainable Bonus Incentive Program has been given a status of zoning in progress while several items are being considered. Items/amenities not accessible to the general public will no longer be eligible for inclusion in the program unless provided offsite. Two such items are tot lots and dog parks. The Gulfstream is still on track. Community Sustainability may possibly be opening to the public on a limited basis, by appointment only. Staff efficiency has improved with more online functions, volume is up and the majority of clients are pleased with the process especially with document sharing. Online bill pay is continuing to be developed.

PUBLIC COMMENTS (3 minute limit) None

DEPARTMENT REPORTS: None

BOARD MEMBER COMMENTS: Juan Contin thanks the Director for the installation of Bluebeam. W. Waters mentions the development in the City is busier now than the last 10.5 years which bodes well for the City. Robert Lepa bids farewell from the Board after residing in the City since 1985.

ADJOURNMENT: 10:04 pm

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: August 17, 2021

DEPARTMENT: City Clerk

TITLE:

Ordinance No. 2021-11 – First Reading – amending the candidate qualifying period

SUMMARY:

Ordinance No. 2021-11 proposes to amend the candidate qualifying period to begin at noon on the second Tuesday in November and end at noon on the fourth Tuesday in November

BACKGROUND AND JUSTIFICATION:

In July 2021, the Palm Beach County Supervisor of Elections (SOE) requested that cities change their qualifying periods for the March 2022 municipal elections to accommodate the new 95-day rule for vote-by-mail ballots. Specifically, the SOE is requesting that qualifying periods end no later than the first Friday in December in 2021 in order for her office to timely prepare and mail out the vote-by-mail ballots.

The City's current end date for qualifying for the March 2022 election is December 14, 2021, which would not meet the SOE's requested deadline. Accordingly, the proposed ordinance would change the qualifying period to commence on noon of the second Tuesday in November and conclude at noon on the fourth Tuesday in November.

PBC Supervisor of Elections, Wendy Sartory Link, will be making a presentation to the commission regarding elections at the meeting and will explain why the qualifying dates need to be changed.

MOTION:

Move to approve/disapprove Ordinance No. 2021-11 on first reading and set the second reading and public hearing for September 21, 2021.

ATTACHMENT(S):

Fiscal Impact Analysis – N/A
Letter from SOE
Ordinance 2021-11



Wendy Sartory Link
Palm Beach County Supervisor of Elections
www.pbcelections.org

Dear Municipal Clerks, Commissions, and Councils,

Congratulations to those of you who participated in a successful 2021 election cycle! The recent March Elections demonstrated the municipalities' commitment to democracy and to the voters of Palm Beach County. We were honored to work with you.

The Palm Beach County Supervisor of Elections office (SOE) is committed to facilitating secure, transparent, and accurate elections. To that end, due to updates in Florida Law in recent years, we have determined that certain changes in municipal charters and ordinances are necessary to ensure the efficient and cost-effective administration of future elections.

Qualifying Dates

To accommodate statutory vote-by-mail requirements, the SOE strongly recommends that each municipality who has not already done so amend its qualifying period so that its qualifying period ends on or before the 95th day before Election Day.

For example, qualifying for the March 8, 2022 election would end no later than Friday, December 3, 2021, allowing the SOE staff to program the necessary elections, create and proofread the ballot language, submit ballot templates to participating municipalities for approval, print vote-by-mail ballots, and prepare those ballots for mailing. We mail the military and overseas ballots 45 days before the election.

Failure to amend the qualifying period may result in the inability of the SOE to accommodate the elections of those municipalities. Our system does not allow us to "close" or move forward one city at a time, so any delay by one municipality results in our inability to move forward with the others.

Runoff Elections

While many municipalities no longer hold runoff elections, several still maintain provisions requiring a majority vote to win an election. Many municipalities have mentioned to us that the runoff elections are detrimental to their budgets because often the municipality has not budgeted for that expense. With so few holding runoff elections, the municipality does not benefit from the same degree of cost sharing as a Uniform Municipal Election that is held simultaneously with other municipalities. The county does not fund the municipal elections.

Please understand that we are happy to hold runoff elections, but are cognizant of the cost burden it places on municipalities. If you determine that you no longer wish to have runoff elections, please revise your charters or ordinances accordingly.



Polling Locations

It has come to our attention that some charters include provisions requiring specific polling locations or specifying that polling locations be within city or town limits. While this may not present an issue for stand-alone elections, when municipalities wish to participate in uniform or countywide elections, this becomes logistically problematic and expensive, if not impossible. The SOE urges municipalities to remove any provisions to this effect, as it will be impossible to guarantee specific polling locations in future elections if the municipality is joining a countywide election.

Single Canvassing Board for Uniform Municipal Elections

The final question presented for consideration by the municipalities is the designation of the Palm Beach County Supervisor of Elections as the official Supervisor of each Uniform Municipal Election, such that one single Canvassing Board may be empowered to canvass all of the municipal elections held simultaneously on a given day. The municipal clerks would still be qualifying officers for their municipality's candidates.

This is an optional service, and each municipality can make its own determination as to whether they want to designate the Palm Beach County Supervisor of Elections as the official Supervisor of their election. As required under the Florida election laws, at least one (1) member of the Canvassing Board is required to be present during activities such as the pre-election testing of tabulation equipment (the Logic and Accuracy test), opening, tabulation, duplication, and the canvassing of ballots. A municipality may choose to maintain its own Canvassing Board; however, if they choose to do so, the Supervisor of Elections may elect not to serve as a Canvassing Board member for that municipality.

In some municipalities, an election may be required in order to make these changes. The Secretary of State has called for a Special Primary Election on November 2, 2021, for the U.S. House of Representatives District 20 seat. While this district may not include a municipality that would be required to have an election, we will be happy to accommodate a municipality that wishes to do so. (If the municipality is within Congressional District 20, it would also result in a cost savings to that municipality.) Please let the Supervisor of Elections know by July 15, 2021, whether your municipality plans to participate in the November 2, 2021 election. We will not be able to hold an election outside of this date.



Wendy Sartory Link
Palm Beach County Supervisor of Elections
www.pbcelections.org

Again, congratulations on a successful election season. The Palm Beach County Supervisor of Elections looks forward to many future elections in partnership with our local governments.

Sincerely,

Wendy Sartory Link
Supervisor of Elections Palm Beach County

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

WHEREAS, under section 2-14.1 of the City of Lake Worth Beach Code of Ordinances, the qualifying period for the March 2022 municipal election would end on the second Tuesday in December 2021; and

WHEREAS, the Palm Beach County Supervisor of Elections (SOE) has requested that municipalities change their qualifying periods to end no later than the first Friday in December in order to allow the SOE to comply with the time requirement for preparing and mailing out the vote-by-mail ballots; and

WHEREAS, this ordinance proposes to change the City’s qualifying period to commence at noon on the second Tuesday in November and end at noon on the fourth Tuesday in November in order to comply with the SOE’s request; and

WHEREAS, the Commission finds amending the qualifying period as set forth in this ordinance serves a valid public purpose.

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

Section 1. The above recitals are incorporated as true and correct findings of the City of Lake Worth Beach.

Section 2. Section 2-14.1 of the Code of Ordinances is amended to read as follows:

Chapter 2

ADMINISTRATION

* * *

ARTICLE II. ELECTIONS

Sec. 2-14.1. Candidate qualifying period.

Candidates for Mayor or City Commissioner shall file such papers and pay such fees as may be required by law with the City Clerk no earlier than noon on the last second Tuesday in November, nor later than noon on the ~~second~~ fourth Tuesday in ~~December~~ November of the preceding calendar year in which the election is to be held.

Section 3. If any provision of this ordinance, or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications

51 of the ordinance which can be given effect without the invalid provision or application, and
52 to this end the provisions of this ordinance are declared severable.

53
54 Section 4. All ordinances or parts of ordinances in conflict be and the same are hereby
55 repealed.

56
57 Section 5. Section 2 of this ordinance shall be codified.

58
59 Section 6. This ordinance shall become effective ten (10) days after passage.

60
61 The passage of this ordinance on first reading was moved by Commissioner
62 _____, seconded by _____, and upon being put to a vote, the
63 vote was as follows:

- 64
- 65 Mayor Betty Resch
- 66 Vice Mayor Herman Robinson
- 67 Commissioner Sarah Malega
- 68 Commissioner Christopher McVoy
- 69 Commissioner Kimberly Stokes

70
71 The Mayor thereupon declared this ordinance duly passed on first reading on the
72 ____ day of _____ 2021.

73
74
75 The passage of this ordinance on second reading was moved by Commissioner
76 _____, seconded by _____, and upon being put to a vote, the
77 vote was as follows:

- 78
- 79 Mayor Betty Resch
- 80 Vice Mayor Herman Robinson
- 81 Commissioner Sarah Malega
- 82 Commissioner Christopher McVoy
- 83 Commissioner Kimberly Stokes

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86 The Mayor thereupon declared this ordinance duly passed on second reading on
87 the ____ day of _____ 2021.

88 LAKE WORTH BEACH CITY COMMISSION

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92 By: _____
93 Betty Resch, Mayor

94 ATTEST:

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97 _____
98 Melissa Ann Coyne, City Clerk

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: August 17, 2021

DEPARTMENT: Water Utilities

TITLE:

Resolution No. 52-2021 – Adoption of the 2021 Lake Worth Lagoon Management Plan

SUMMARY:

The resolution approves and authorizes the adoption of the 2021 Lake Worth Lagoon Management Plan. The 2021 Lake Worth Lagoon Management Plan is a revision to the 1998, 2008, and 2013 Lake Worth Lagoon Management Plans that outline actions and projects to restore the ecological health of the lagoon.

BACKGROUND AND JUSTIFICATION:

The Palm Beach County Environmental Resource Management Department (“ERM”) has been responsible for restoration efforts of the Lake Worth Lagoon that have been underway since 1998. In response to the State of Florida’s designation of the lagoon as a priority water body in 2004, the Lake Worth Lagoon Initiative was established in 2008 to provide the interagency coordination in seeking awareness, support and State of Florida Legislative funding to assist with projects designed to improve and protect the natural resources within its watershed.

The Lake Worth Lagoon Management Plan, originally crafted in 1998, and updated in 2008 and 2013, was created to promote the establishment of actions and projects designed to restore the ecological health of the lagoon. The 2021 Lake Worth Lagoon Management Plan is a revision to the aforementioned management plans. It contains elements to continue construction of priority environmental and restoration projects and increase stakeholder participation.

Mayra Ashton, Ph.D., Senior Environmental Analyst from ERM will provide a presentation on the Lake Worth Lagoon Management Plan under Presentations. In addition, she will outline the process for the submission of applications for projects seeking State of Florida Legislative funding by eligible entities, including the City.

Resolution No. 52-2021 authorizes the City’s adoption of the 2021 Lake Worth Lagoon Management Plan. The County’s resolution to this effect is provided as an attachment to Resolution No. 52-2021.

MOTION:

Move to approve/disapprove Resolution No. 52-2021 authorizing the City’s adoption of the 2021 Lake Worth Lagoon Management Plan.

ATTACHMENT(S):

Fiscal Impact Analysis – N/A

Resolution 52-2021

[Lake Worth Lagoon Management Plan 2021](#)

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RESOLUTION NO. 52-2021 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AUTHORIZING THE CITY'S SUPPORT OF THE 2021 LAKE WORTH LAGOON MANAGEMENT PLAN; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES

WHEREAS, the Lake Worth Lagoon restoration efforts have been underway since 1998 and the State of Florida designated the lagoon a priority water body in 2004 in section 373.452 Florida Statutes; and

WHEREAS, in 2008, the Lake Worth Lagoon Initiative ("LWLI") was established to provide interagency coordination with the purpose of seeking awareness, support and legislative funding assistance for projects that will improve and protect the natural resources within the watershed; and

WHEREAS, the LWLI provides partnerships between governmental agencies and stakeholders that incorporate and combine funding acquisition support, outreach, and technical expertise, increase stakeholder and public awareness; and

WHEREAS, the Lake Worth Lagoon Management Plan Update ("LWLMP") is a revision to the 1998, 2008 and 2013 Lake Worth Lagoon Management Plans, which outline actions and projects to restore the ecological health of the water body; and

WHEREAS, the City of Lake Worth Beach desires to support the 2021 LWLMP, which provides for the following elements:

Continue construction of priority environmental enhancement and restoration projects, increase stakeholder participation, increase partnering efforts for funding support and acquisition, complete Action Plans, increase public awareness and outreach efforts, and prioritize and combine data collection efforts to assess project successes and guide future management decisions; and

WHEREAS, this action serves a valid public purpose.

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

SECTION 1: The foregoing recitals are hereby adopted and ratified.

SECTION 2: The City Commission of the City of Lake Worth Beach, Florida, hereby authorizes the adoption of the 2021 Lake Worth Lagoon Management Plan to support actions and projects to restore the ecological health of the lagoon.

45 SECTION 3: Upon execution of this resolution, one copy shall be provided to the Water
46 Utilities Department Director. The fully executed original shall be maintained by the City
47 Clerk as a public record of the City
48

49 SECTION 4: This resolution shall become effective upon adoption.
50

51 The passage of this resolution was moved by Commissioner _____,
52 seconded by Commissioner _____, and upon being put to a vote, the vote
53 was as follows:

54 Mayor Betty Resch
55 Vice Mayor Herman Robinson
56 Commissioner Sarah Malega
57 Commissioner Christopher McVoy
58 Commissioner Kimberly Stokes
59

60 The Mayor thereupon declared this resolution duly passed and adopted on the
61 _____ day of _____, 2021.

62 LAKE WORTH BEACH CITY COMMISSION
63

64
65 By: _____
66 Betty Resch, Mayor
67

68 ATTEST:
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71 _____
72 Melissa Ann Coyne, City Clerk

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: August 17, 2021

DEPARTMENT: Water Utilities

TITLE:

Resolution No. 53-2021 - authorizing the submission of an application for funding assistance under the Lake Worth Lagoon Initiative

SUMMARY:

This resolution authorizes the submission of an application to Palm Beach County requesting \$250,000 in State of Florida Legislative Funding assistance under the Lake Worth Lagoon Initiative (LWLI) program. These funds will be used to install nutrient separating baffle boxes at both the Wellesley Drive and the 18th Avenue North outfalls. This resolution also designates the Mayor or a Commissioner to represent the City by attending and presenting support of this project at the LWLI Selection Committee Applicant presentations on August 19, 2021. Resolution 53-2021 supports the 2021 Lake Worth Lagoon Management Plan.

BACKGROUND AND JUSTIFICATION:

Resolution No. 53-2021 authorizes the submission of an application for \$250,000 in funding under the Lake Worth Lagoon Initiative program. The project being submitted includes improvements that will serve to improve the quality of stormwater that is discharged into the central segment of the Lake Worth Lagoon. This segment does not have the benefit of being flushed by inlets that are located on the northern and southern segments. The geographic area that this project will serve has been designated by the Florida Department of Environmental Protection as an Impaired Water Body for copper, Chlorophyll-a, and Total Phosphorus, meaning that the lagoon does not meet water quality standards established to protect public health, aquatic life and habitat, and recreational use for these constituents. The City is required to provide a 1:1 local cost share for these grant funds if awarded.

The Nutrient Separating Baffle Box (manufactured by Oldcastle Infrastructure) is a multistage, self-contained stormwater treatment system that will treat stormwater to significantly reduce the amount of debris, nutrients, hydrocarbons, metals and solids from residential, commercial and industrial roadways from an area of greater than one hundred acres that would otherwise pollute the Lake Worth Lagoon. The installation of the baffle boxes will serve to proactively improve water quality at the source rather than reactively remediating the effects downstream.

The City is currently repairing the outfalls at Wellesley Drive and 18th Avenue North, and the associated seawalls and stormwater piping as a means to control chronic flooding of these neighborhoods and to promote resiliency to rising sea levels, king tides and severe weather events. The installation of the baffle boxes will ultimately provide important ecological and economic benefits to the surrounding community.

The Lake Worth Lagoon Initiative has received over \$22 million in funding appropriated by the Florida Legislature since 1998 for lagoon restoration. Each year, the steering committee accepts

project applicants and ranks them according to several factors and brings the list to the Legislature to request funding.

MOTION:

Move to approve/disapprove Resolution No. 53-2021 to authorize the submission of an application to Palm Beach County requesting \$250,000 in State of Florida Legislative Funding assistance under the Lake Worth Lagoon Initiative program for installation of nutrient separating baffle boxes at the Wellesley Drive and the 18th Avenue North outfalls and to designate the Mayor or a Commissioner to represent the City by attending and presenting support of this project at the LWLI Selection Committee Applicant Presentations.

ATTACHMENT(S):

Fiscal Impact Analysis
Resolution 53-2021

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	0	500,000	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	250,000	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	0	250,000	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

Account Number	Account Description	Project Number	FY22 Budget	Current Balance	Budget Transfer	Agenda Expenditure	Balance
408-0000-207.91-80		TBD				250,000	
428-5090-538.63-15						500,000	

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RESOLUTION NO. 53-2021 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AUTHORIZING THE SUBMISSION OF AN APPLICATION TO PALM BEACH COUNTY TO REQUEST STATE OF FLORIDA LEGISLATIVE FUNDING IN THE AMOUNT OF \$250,000 UNDER THE LAKE WORTH LAGOON INITIATIVE PROGRAM FOR THE WELLESLEY DRIVE AND 18TH AVNEUE NORTH LAGOON ENHANCEMENT PROJECT; AUTHORIZING THE DESIGNATION OF THE MAYOR OR A CITY COMMISSIONER TO REPRESENT THE CITY BY ATTENDING AND PRESENTING SUPPORT OF THIS PROJECT AT THE LAKE WORTH LAGOON INITIATIVE SELECTION COMMITTEE APPLICANT PRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, Palm Beach County (“County”) has announced the availability of State of Florida Legislative funding under the Lake Worth Lagoon Initiative (“LWLI”) program; and

WHEREAS, the LWLI program is intended to provide collaborative support for a stronger Lake Worth Lagoon through implementing projects involving restoration and water quality improvements in the Lake Worth Lagoon; and

WHEREAS, the City is eligible to apply for State of Florida Legislative funding under the LWLI program as a political subdivision in the State of Florida; and

WHEREAS, the City desires to apply for funding in the amount of \$250,000 under the LWLI program as part of the County’s annual Legislative LWLI funding request for the Wellesley Drive and the 18th Avenue North Lagoon Enhancement project; and

WHERAS, the City is required to provide a 1:1 local cost share for the project; and

WHEREAS, the City is required to present its project to the LWLI Selection Committee; and

WHEREAS, the City desires to designate the Mayor or a City Commissioner to represent the City by attending and supporting the presentation of this project before the LWLI Selection Committee; and

WHEREAS, the City’s proposed project serves a valid public purpose of sustainable action to reduce or eliminate long term risk to residents and property from future disasters and contamination of the Lake Worth Lagoon.

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

47 SECTION 1: The City Commission of the City of Lake Worth Beach, Florida hereby
48 authorizes the submission of an application to Palm Beach County for inclusion in the
49 County's annual Lake Worth Lagoon Initiative program request for State of Florida
50 Legislative funding for the Wellesley Drive and the 18th Avenue North Lagoon
51 Enhancement project.
52

53 SECTION 2: The City Commission of the City of Lake Worth Beach, Florida hereby
54 authorizes the designation of either the Mayor or a Commissioner to represent the City
55 by attending and presenting support of this project at the LWLI Selection Committee
56 Applicant Presentations.
57

58 SECTION 3: Upon execution of the resolution, one copy shall be provided to the Water
59 Utilities Department Director. The fully executed original shall be maintained by the City
60 Clerk as a public record of the City.
61

62 SECTION 4: This resolution shall become effective upon adoption.
63

64 The passage of this resolution was moved by Commissioner _____,
65 seconded by Commissioner _____, and upon being put to a vote, the vote
66 was as follows:

- 67 Mayor Betty Resch
- 68 Vice Mayor Herman Robinson
- 69 Commissioner Sarah Malega
- 70 Commissioner Christopher McVoy
- 71 Commissioner Kimberly Stokes

72
73 The Mayor thereupon declared this resolution duly passed and adopted on the
74 _____ day of _____, 2021.

75 LAKE WORTH BEACH CITY COMMISSION

76
77
78 By: _____
79 Betty Resch, Mayor

80
81 ATTEST:

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84 _____
85 Melissa Ann Coyne, City Clerk

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: August 17, 2021

DEPARTMENT: Leisure Services

TITLE:

Resolution No. 54-2021 – FY 2021-2022 CDBG Agreement for Memorial Park

SUMMARY:

The resolution approves and authorizes the Mayor to execute the Agreement between Palm Beach County and the City that sets forth the terms and conditions for the use of \$274,506 in Community Development Block Grant (CDBG) funds for improvements to Memorial Park located at South A Street and 6th Avenue South.

BACKGROUND AND JUSTIFICATION:

Pursuant to discussion provided by participants at a public meeting on April 8, 2021, the City's proposed use of FY 2021-2022 CDBG funding will be for needed improvements to be made to Memorial Park. Planned improvements include removing and replacing the existing pavilion, reconstruction of the bathrooms to provide for larger and ADA accessible restrooms for male and female patrons, construction of a larger storage facility, construction of a new concession area, replacement of the existing benches and tables with new benches and tables, removal and installation of new fencing around the pavilion and expanding it to the west, installation of sod and mulch throughout the common area, and resurfacing the entire paved parking area.

Resolution No. 54-2021 approves and authorizes the Mayor to execute the CDBG Agreement between Palm Beach County and the City for this purpose. The Agreement sets forth the terms and conditions for the use of CDBG funding in the amount of \$274,506 as determined by dual statutory funding by the US Department of Housing and Urban Development for Fiscal Year 2020-2021. The period of performance for this project is October 1, 2021 to September 30, 2022.

Public facilities and improvements are eligible CDBG activities. The service area of the public facility is located within the Lake Worth Beach CDBG Target Area, thereby providing a presumed benefit to low- and moderate-income persons.

MOTION:

Move to approve/disapprove Resolution No. 54-2021 approving and authorizing the Mayor to execute the FY 2021-2022 CDBG Agreement for the Memorial Park Improvements project.

ATTACHMENT(S):

Fiscal Impact Analysis
CDBG Agreement
Resolution 54-2021

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	0	564,225	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	274,506	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	0	289,719	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

Account Number	Account Description	Project Number	FY20 Budget	Current Balance	Budget Transfer	Agenda Expenditure	Balance
180-0000-331.40-01	Federal Grants	TBD				274,506	
304-5020-541-63-15							

AGREEMENT BETWEEN PALM BEACH COUNTY

AND

CITY OF LAKE WORTH BEACH

THIS AGREEMENT, with an effective date of **October 1, 2021**, by and between Palm Beach County, a political subdivision of the State of Florida, for the use and benefit of its Community Development Block Grant Program, and the **City of Lake Worth Beach**, a Municipality duly organized and existing by virtue of the laws of the State of Florida, having its principal office at 7 North Dixie Highway, Lake Worth Beach, FL 33460.

WHEREAS, Palm Beach County has entered into an agreement with the United States Department of Housing and Urban Development for a grant for the execution and implementation of a Community Development Block Grant Program in certain areas of Palm Beach County, pursuant to Title I of the Housing and Community Development Act of 1974 (as amended); and

WHEREAS, Palm Beach County, in accord with the annual Action Plan, and the **City of Lake Worth Beach**, desire to provide the activities specified by this Agreement; and

WHEREAS, Palm Beach County desires to engage the **City of Lake Worth Beach** to implement such undertakings of the Community Development Block Grant Program, as a Subrecipient.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed as follows:

1. **DEFINITIONS**

- (A) "County" means Palm Beach County.
- (B) "CDBG" means the Community Development Block Grant Program of Palm Beach County.
- (C) "DHED" means Palm Beach County Department of Housing & Economic Development
- (D) "Subrecipient" means the **City of Lake Worth Beach**, a Subrecipient as defined in 2 CFR 200
- (E) "DHED Approval" means the written approval of the DHED Director or his designee.
- (F) "U.S. HUD" means the Secretary of Housing and Urban Development or a person authorized to act on its behalf.
- (G) "Low and Moderate Income Persons" means the definition set by U.S. HUD.

2. **PURPOSE**

The purpose of this Agreement is to state the covenants and conditions under which the Subrecipient will implement the Scope of Services set forth in this Agreement.

3. **CDBG ELIGIBLE ACTIVITIES AND NATIONAL OBJECTIVE**

The Subrecipient shall implement the herein described park improvements, which activities have been determined to be **Public Facilities and Improvements**, under 24 Code of Federal Regulations (CFR) 570.201(c). Both Parties acknowledge that the eligible activities carried out under this Agreement, as described in the scope of work in Exhibit "A", will benefit **Low and Moderate Income Persons on an Area-Wide Basis** and meet the National Objective as defined in 24 CFR 570.208(a)(1)(i).

4. GENERAL COMPLIANCE

The Subrecipient shall comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)), including subpart K of these regulations, except that (1) the Subrecipient does not assume the County's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other Federal, state and local laws, regulations, and policies governing the funds provided under this contract.

The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. Any legal action necessary to enforce this Agreement will be held in a state court of competent jurisdiction located in Palm Beach County, Florida.

5. SCOPE OF SERVICES

The Subrecipient shall, in a satisfactory and proper manner as determined by DHED, perform the tasks necessary to conduct the program outlined in Exhibit "A" as attached hereto and made a part hereof.

6. MAXIMUM COMPENSATION

The Subrecipient agrees to accept as full payment for services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and DHED Director or designee-approved expenditures and encumbrances made by the Subrecipient under this Agreement, which shall not be unreasonably withheld. These services shall be performed in a manner satisfactory to DHED and U.S. HUD. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of **\$274,506** for the period of **October 1, 2021**, through and including **December 31, 2022**. Any funds not expended by the expiration date of this Agreement shall automatically revert to the County.

7. TIME OF PERFORMANCE

The effective date of this Agreement and all rights and duties designated hereunder are contingent upon the timely release of funds for this project by U. S. HUD. The effective date shall be the date of execution of this Agreement, and the services of the Subrecipient shall be undertaken and completed in light of the purposes of this Agreement. In any event, services required herein shall be completed by the Subrecipient prior to **December 31, 2022**.

8. METHOD OF PAYMENT

The County agrees to make payments and to reimburse the Subrecipient for all budgeted costs permitted by Federal, State, and County guidelines. The Subrecipient shall not request reimbursement for work performed and/or payments made by the Subrecipient, before the effective date of this Agreement, nor shall it request reimbursement for payments made after the expiration date of this Agreement, and in no event shall the County provide advance funding to the Subrecipient or any subcontractors hereunder. The Subrecipient shall request payments or reimbursements from the County by submitting to DHED proper documentation of expenditures consisting of originals of invoices, receipts, or other evidence of indebtedness, and when original

documents cannot be presented, the Subrecipient may furnish copies if deemed acceptable by DHED. Each request for payment or reimbursement submitted by the Subrecipient shall be accompanied by a letter from the Subrecipient, provided on the Subrecipient's letterhead, referencing the name of the project funded herein, the date of this Agreement and/or its document number, and containing a statement requesting the payment or reimbursement and its amount, as well as the name and signature of the person making the request. Payment shall be made by the Palm Beach County Finance Department upon presentation of the aforesaid proper documentation of expenditures as approved by DHED. The Subrecipient may at any time after the expiration of this agreement request from the County reimbursement for payments made by the Subrecipient during the term of this Agreement by submitting to DHED the aforesaid proper documentation of expenditures, and the Palm Beach County Finance Department shall make payment as stated above, provided that DHED has determined that the funds allocated to the Subrecipient through this agreement are still available for payment, and provided that DHED approves such payment.

9. CONDITIONS FOR PROJECT IMPLEMENTATION

(A) IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES

The Subrecipient shall implement this Agreement in accordance with applicable Federal, State, County, and local laws, ordinances and codes. The Federal, State, and County laws, ordinances and codes are minimal regulations supplemented by more restrictive guidelines set forth by DHED. The Subrecipient shall prepare a cost allocation plan for all project funding and submit such plan to the DHED Director or designee.

Should a project receive additional funding after the commencement of this Agreement, the Subrecipient shall notify DHED in writing within thirty (30) days of receiving notification from the funding source and submit a revised cost allocation plan to the DHED Director or designee within forty-five (45) days of said official notification.

(B) FINANCIAL ACCOUNTABILITY

The County may have a financial systems analysis and/or an audit of the Subrecipient or of any of its subcontractors, performed by an independent auditing firm employed by the County or by the County Internal Audit Department at any time the County deems necessary to determine if the project is being managed in accordance with the requirements of this Agreement.

(C) SUBCONTRACTS

Any work or services subcontracted hereunder shall be specifically by written contract, written agreement, or purchase order. All subcontracts shall be subject to the requirements of this Agreement. This includes Subrecipient ensuring that all consultant contracts and fee schedules meet the minimum standards as established by Palm Beach County and HUD. Contracts for architecture, engineering, survey, and planning shall be fixed fee contracts. All additional services shall have prior written approval with support documentation detailing categories of persons performing work plus hourly rates including benefits, number of drawings required, and all items that justify the "Fixed Fee Contract." Reimbursable items will be at cost.

- (D) PURCHASING
All purchasing of services and goods, including capital equipment, shall be made by purchase order or by a written contract and in conformity with the procedures prescribed Subrecipient's purchasing code and 2 CFR Part 200, which is incorporated herein by reference.
- (E) REPORTS, AUDITS, AND EVALUATIONS
Payment will be contingent on the timely receipt of complete and accurate reports required by this Agreement, and on the resolution of monitoring or audit findings identified pursuant to this Agreement.
- (F) ADDITIONAL DHED, COUNTY, AND U.S. HUD REQUIREMENTS
DHED shall have the right via this Agreement to suspend/terminate payments if after fifteen (15) days written notice the Subrecipient has not complied with any additional conditions that may be imposed, at any time, by DHED, the County, or U.S. HUD.
- (G) PROGRAM - GENERATED INCOME
All income earned by the Subrecipient from activities financed, in whole or in part, by funds provided hereunder must be reported and returned annually to DHED. Such income shall only be used to undertake the activities authorized by this Agreement. DHED must verify and approve the eligibility and reasonableness of all expenses which the Subrecipient requests to be deducted. Accounting and disbursement of such income shall comply with 2 CFR 200 and other applicable regulations incorporated herein by reference.

The Subrecipient may request that said program income be used to fund other eligible uses, subject to DHED approval, and provided that the Subrecipient is in compliance with its obligations as contained within this Agreement (including the attached Exhibits herein). The Subrecipient shall only use such program income to fund "basic eligible activities" as defined by Federal Community Development Block Grant Regulations (24 CFR Part 570). The Subrecipient hereby agrees that the provisions of this Agreement shall also apply to these "basic eligible activities" as funded with the Subrecipient's program income.

The requirements of this section shall survive the expiration or early termination of this Agreement.

10. CIVIL RIGHTS COMPLIANCE AND NON-DISCRIMINATION POLICY

The Subrecipient acknowledges that the County is committed to assuring equal opportunity in the award of grants or contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Subrecipient warrants and represents that throughout the term of this Agreement, including any renewals thereof, all of its employees shall be treated equally during employment with regard to race, color, ancestry, disability, national origin, religion, age, familial status, marital status, sex, gender, sexual orientation, gender identity and expression, or genetic information. Failure to meet this requirement shall be considered cause for termination of this Agreement.

In furtherance of such policy, the Subrecipient shall not, on the basis of race, color, ancestry, disability, national origin, religion, age, familial status, marital status, sex, gender, sexual orientation, gender identity and expression, or genetic information, exclude any person from the benefits of, or subject any person to discrimination under, any activity carried out by the performance of this Agreement. Upon receipt of evidence of such discrimination, the County shall have the right to terminate this Agreement.

11. OPPORTUNITIES FOR RESIDENTS AND SMALL/MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES

To the greatest extent feasible, lower-income residents of the project areas shall be given opportunities for training and employment; and to the greatest feasible extent eligible business concerns located in or owned in substantial part by persons residing in the project areas shall be awarded contracts in connection with the project. The Subrecipient shall comply with the Section 3 Clause of the Housing and Community Development Act of 1968.

In the procurement of supplies, equipment, construction, or services to implement this Agreement, the Subrecipient shall make a positive effort to utilize small business and minority/women-owned business enterprises for supplies and services, and provide these sources the maximum feasible opportunity to compete for contracts to be performed pursuant to this Agreement. To the maximum extent feasible these small business and minority/women-owned business enterprises shall be located in or owned by residents of the CDBG areas designated by Palm Beach County in the CDBG Annual Consolidated Plan approved by U.S. HUD.

12. PROGRAM BENEFICIARIES

At least fifty-one percent (51%) of the beneficiaries of a project funded through this Agreement must be Low- and Moderate- Income Persons. If the project is located in an entitlement city, as defined by U.S. HUD, or serves beneficiaries countywide, at least fifty-one percent (51%) of the beneficiaries directly assisted through the use of funds under this Agreement must reside in unincorporated Palm Beach County or in municipalities participating in the County's Urban County Qualification Program. The project funded under this Agreement shall assist beneficiaries as defined above for the time period designated in this Agreement. Upon request from DHED, the Subrecipient shall provide written verification of compliance.

13. EVALUATION AND MONITORING

The Subrecipient agrees that DHED will carry out periodic monitoring and evaluation activities as determined necessary by DHED and that payment, reimbursement, or the continuation of this Agreement is dependent upon satisfactory evaluation conclusions based on the terms of this Agreement. The Subrecipient agrees to furnish upon request to DHED, or the County's designees copies of transcriptions of such records and information as is determined necessary by DHED. The Subrecipient shall submit status reports required under this Agreement on forms approved by DHED to enable DHED to evaluate progress. The Subrecipient shall provide information as requested by DHED to enable DHED to complete reports required by the County or HUD. The Subrecipient shall allow DHED, or HUD to monitor the Subrecipient on site. Such visits may be scheduled or unscheduled as determined by DHED or HUD.

14. AUDITS AND INSPECTIONS

At any time during normal business hours and as often as DHED, the County, U.S. HUD, or the Comptroller General of the United States may deem necessary, Subrecipient shall make available to DHED, HUD, or the Comptroller General for examination all its records with respect to all matters covered by this Agreement.

15. REPAYMENT PROVISIONS

In the event the Subrecipient fails to comply in whole or in part with the terms and conditions of this Agreement and/or the referenced regulations pertaining to the use of CDBG funds, and where DHED, the County, or U. S. HUD has determined that the County or Subrecipient has a repayment obligation required due to the Subrecipient's performance or lack thereof, the Subrecipient shall be responsible to reimburse the County in the amount requested by the County within 60 days of the date of written notification from the County to the Subrecipient.

The requirements of this Section shall survive the early termination or expiration of the Agreement.

16. UNIFORM ADMINISTRATIVE REQUIREMENTS

The Subrecipient agrees to comply with the applicable uniform administrative requirements as described in Federal CDBG Regulations 24 CFR 570.502.

17. REVERSION OF ASSETS

Upon expiration of this Agreement, the Subrecipient shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the Subrecipient's control upon expiration of this Agreement which was acquired or improved in whole or part with CDBG funds must either be used to meet one of the national objectives in Federal Community Development Block Grant Regulations 24 CFR 570.208 for a period of five years after expiration of this Agreement (unless a longer period is specified elsewhere in this Agreement), or, the Subrecipient shall pay the County an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvements to, the property. This provision shall survive the expiration or termination of this Agreement.

18. DATA BECOMES COUNTY PROPERTY

All reports, plans, surveys, information, documents, maps, and other data prepared, assembled, or completed by the Subrecipient for the purpose of this Agreement shall be made available to the County at any time upon request by the County, DHED, or the Palm Beach County Inspector General's office, as indicated herein. Upon completion of all work contemplated under this Agreement copies of all documents and records relating to this Agreement shall be surrendered to DHED if requested. In any event, the Subrecipient shall keep all documents and records for five (5) years after expiration of this Agreement.

19. INDEMNIFICATION

Each party to this Agreement shall be liable for its own actions and negligence and, to the extent permitted by law, the County shall indemnify, defend, and hold harmless the Subrecipient

against any actions, claims, or damages arising out of the County's negligent or intentional acts in connection with this Agreement, and the Subrecipient shall indemnify, defend, and hold harmless the County against any actions, claims, or damages arising out of the Subrecipient's negligent or intentional acts in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statute, section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions. The Subrecipient shall hold the County harmless and shall indemnify the County for funds which the County is obligated to refund the Federal Government arising out of the conduct of activities and administration of the Subrecipient.

The provisions of this indemnification clause shall survive the expiration and/or early termination of this Agreement.

20. INSURANCE BY SUBRECIPIENT (MUNICIPALITY):

Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (Statute), the Municipality represents that it is self-insured with coverage subject to the limitations of the Statute, as may be amended.

If Municipality is not self-insured, Municipality shall, at its sole expense, purchase and maintain in full force and effect at all times during the life of this contract, insurance coverage at limits not less than those contained in the Statute.

Should Municipality purchase excess liability coverage, Municipality agrees to include County as an Additional Insured.

The Municipality agrees to maintain or to be self-insured for Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes.

Should Municipality contract with a third-party (Contractor) to perform any service related to the AGREEMENT, Municipality shall require the Contractor to provide the following minimum insurance:

- Commercial General Liability insurance with minimum limits of \$500,000 combined single limit for property damage and bodily injury per occurrence. Such policy shall be endorsed to include Municipality and County as Additional Insureds. Municipality shall also require that the Contractor include a Waiver of Subrogation against County.
- Business Automobile Liability insurance with minimum limits of \$500,000 combined single limits for property damage and bodily injury per occurrence.
- Workers' Compensation insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability.

When requested, the Municipality shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance.

Compliance with the foregoing requirement shall not relieve the Municipality of its liability and obligations under this Agreement.

21. MAINTENANCE OF EFFORT

The intent and purpose of this Agreement is to increase the availability of the Subrecipient's services. This Agreement is not to substitute for or replace existing or planned projects or activities of the Subrecipient. The Subrecipient agrees to maintain a level of activities and expenditures, planned or existing, for projects similar to those being assisted under this Agreement which is not less than that level existing prior to this Agreement.

22. CONFLICT OF INTEREST

The Subrecipient covenants that no person who presently exercises any functions or responsibilities in connection with the Project, has any personal financial interest, direct or indirect, in the target area or any parcel therein, which would conflict in any manner or degree with the performance of this Agreement and that no person having any conflict of interest shall be employed by or subcontracted by the Subrecipient. Any possible conflict of interest on the part of the Subrecipient or its employees shall be disclosed in writing to DHED provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation of low and moderate-income residents of the project area.

23. CITIZEN PARTICIPATION

The Subrecipient shall cooperate with DHED in the implementation of the Citizen Participation Plan by establishing a citizen participation process to keep residents informed of the activities the Subrecipient is undertaking in carrying out the provisions of this Agreement. Representatives of the Subrecipient shall attend meetings and assist DHED in the implementation of the Citizen Participation Plan, as requested by DHED.

24. RECOGNITION

The Subrecipient shall include a reference to the financial support herein provided by the County in all publications, publicity events, and provide the County copies of all such publications. The Subrecipient shall also notify the County prior to any ceremonies or events relating to facilities or items funded by this agreement to allow for participation of Mayor, County Commissioners, County Administration, Department Staff or other County Official. In addition, the Subrecipient will make good faith efforts to recognize the County's support for all activities made possible with funds made available under this Agreement.

25. AGREEMENT DOCUMENTS

The following documents are herein incorporated by reference and made a part hereof, and shall constitute and be referred to as the Agreement; and all of said documents taken as a whole constitute the Agreement between the parties hereto and are as fully a part of the Agreement as if they were set forth verbatim and at length herein:

- (A) This Agreement, including its Exhibits, which the County may revise from time to time, as required, and to be provided for use by the Subrecipient;
- (B) 2 CFR Part 200: Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards;
- (C) Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Title II of the Americans with Disabilities Act of 1990;
- (D) Executive Orders 11246, 11478, 11625, 12432, the Davis Bacon Act, and Section 3 of the Housing and Community Development Act of 1968, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;
- (E) Executive Orders 11063, 12259, 12892, the Fair Housing Act of 1988, and Section 109 of the Housing and Community Development Act of 1974, as amended;
- (F) Florida Statutes, Chapter 112;
- (G) Palm Beach County Purchasing Code;
- (H) Federal Community Development Block Grant Regulations (24 CFR Part 570), and Federal Consolidated Plan Regulations (24 CFR Part 91), as amended;
- (I) The Subrecipient's personnel policies and job descriptions; and
- (J) The Subrecipient's Certificate of Insurance.
- (K) Section 448.095, Florida Statutes (F.S.) (E-Verify): <https://www.e-verify.gov/>

The Subrecipient shall keep an original of this Agreement, including its Exhibits, and all Amendments thereto, on file at its principal office.

26. TERMINATION AND SUSPENSION

In the event of early termination, the Subrecipient shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Subrecipient, and the County may withhold any payment to the Subrecipient until such time as the exact amount of damages due to the County from the Subrecipient is determined.

(A) TERMINATION FOR CAUSE

If, through any cause, either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, either party shall thereupon have the right to terminate this Agreement or suspend payments, in whole or part, by giving written notice to the other party of such termination or suspension and specifying the effective date of termination or suspension. Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

(B) TERMINATION FOR CONVENIENCE

At any time during the term of this Agreement, either party may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the other party. Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

(C) **TERMINATION DUE TO CESSATION**

In the event the Grant to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is suspended or terminated, this Agreement shall be suspended or terminated effective on the date U.S. HUD specifies.

In the event the Subrecipient ceases to exist, or ceases or suspends its operation for any reason, this Agreement shall be suspended or terminated on the date the County specifies. The determination that the Subrecipient has ceased or suspended its operation shall be made solely by the County, and the Subrecipient, its successors or assigns in interest agrees to be bound by the County's determination. Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

27. SEVERABILITY OF PROVISIONS

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

28. AMENDMENTS

The County may, at its discretion, amend this Agreement to conform with changes required by Federal, State, County, or U.S. HUD guidelines, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval of the Palm Beach County Board of County Commissioners. Except as otherwise provided herein, no amendment to this Agreement shall be binding on either party unless in writing, approved by the Board of County Commissioners and the governing body of the Subrecipient, and signed by both parties.

29. NOTICES

All notices required to be given under this Agreement shall be sufficient when delivered to DHED at its office at 100 Australian Avenue, Suite 500, West Palm Beach, Florida 33406, and to the Subrecipient when delivered to its address on page one (1) of this Agreement.

30. INDEPENDENT AGENT AND EMPLOYEES

The Subrecipient agrees that, in all matters relating to this Agreement, it will be acting as an independent agent and that its employees are not Palm Beach County employees and are not subject to the County provisions of the law applicable to County employees relative to employment, hours of work, rates of compensation, leave, unemployment compensation and employee benefits.

31. NO FORFEITURE

The rights of the County under this Agreement shall be cumulative and failure on the part of the County to exercise promptly any rights given hereunder shall not operate to forfeit or waive any such rights.

32. PUBLIC ENTITY CRIMES

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

33. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Chapter 2 – Article XII, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Subrecipient, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Chapter 2 – Article XII, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

34. EXCLUSION OF THIRD PARTY BENEFICIARIES

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or the Subrecipient.

35. SOURCE OF FUNDING

This Agreement and all obligations of County hereunder are subject to and contingent upon receipt of funding from U.S. HUD. Nothing in this Agreement shall obligate the Palm Beach County Board of County Commissioners to provide funding from the County's annual budget and appropriations.

36. INCORPORATION BY REFERENCE

Exhibits attached hereto and referenced herein or in Exhibit "A" shall be deemed to be incorporated into this Agreement by reference.

37. PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Subrecipient: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Subrecipient shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Subrecipient is specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Agreement.

- B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Subrecipient further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the Subrecipient does not transfer the records to the County.
- D. Upon completion of the Agreement the Subrecipient shall transfer, at no cost to the County, all public records in possession of the Subrecipient unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the Subrecipient transfers all public records to the County upon completion of the Agreement, the Subrecipient shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Subrecipient keeps and maintains public records upon completion of the Agreement, the Subrecipient shall meet all applicable requirements for retaining public records.

All records stored electronically by the Subrecipient must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the Subrecipient to comply with the requirements of this article shall be a material breach of this Agreement. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Subrecipient acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

38. COUNTERPARTS OF THE AGREEMENT

This Agreement, which includes the Exhibits referenced herein, may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts will constitute one and the same instrument. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

39. **ENTIRE UNDERSTANDING**

This Agreement and its provisions merge any prior agreements, if any, between the parties hereto and constitutes the entire understanding. The parties hereby acknowledge that there have been and are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

WITNESS our Hands and Seals on this _____ day of _____, 2021.

(SUBRECIPIENT SEAL BELOW)

CITY OF LAKE WORTH BEACH

By: _____
Betty Resch, Mayor

By: _____
Melissa Ann Coyne, Deputy City Clerk

By: _____
Attorney for Subrecipient
(Signature Optional)

WITNESS our Hands and Seals on this _____ day of _____, 2021.

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

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

Approved as to Form and
Legal Sufficiency

Approved as to Terms and Conditions
Dept. of Housing & Economic Development

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

By: _____
Sherry Howard
Deputy Director

EXHIBIT "A"
WORK PROGRAM NARRATIVE

1. THE PROJECT:

- A. PROFESSIONAL SERVICES:** The Subrecipient, using its own resources, shall retain an engineering consultant (a Florida Professional Engineer) to provide design services to create plans and specifications for improvements to Harold Grimes Memorial Park, located on Sunrise Court, in the City of Lake Worth Beach. Additionally, the Subrecipient and consultant shall prepare, obtain and review bids, prepare contract documents, inspect work in progress, recommend payment to contractors, and provide other professional services customarily provided by similar professionals for this type of project. The consultant shall also coordinate the design and construction work with the asbestos abatement contractor, should abatement become necessary

Alternatively, the Subrecipient shall have the option of performing any portion of the consultant's services described above by its own staff provided such staff possesses the necessary competency to do so. All costs associated with the above services shall be paid for by the Subrecipient.

- B. PROJECT SCOPE:** The planned scope for the improvements to the Harold Grimes Memorial Park shall include, but not be limited to, removing and replacing existing Pavilion, reconstruction of the bathrooms for ADA compliance, construction of larger storage facility and new concession area, provision of new benches and tables, removal and installation of new fencing, resurfacing paved parking area, sod and mulch throughout common area and any amenities typically associated with park improvements. The scope of the herein improvements may be modified based on the availability of CDBG and/or City funds.

- (1) Should the Subrecipient use a brand name or multiple brand names in its bid package/drawings/ specifications for this project, then these documents shall:
- (a) Clearly note that specified brand name(s) are used for descriptive purposes only,
 - (b) State that "equal" equipment or materials will be accepted, and
 - (c) Identify the minimum requirements to establish equality.

- (2) The Subrecipient shall prepare a bid package complete with drawings, specifications, and any items required for a competitive bid of the project. The bid process shall not allow for any local procurement preferences with regard to contract award.

The Subrecipient's advertisement for bid shall contain language noting that the project is federally funded through funds provided by Palm Beach County via of the US Department of HUD, and that Davis-Bacon and Related Acts and wage rates apply. The advertisement shall also encourage participation by MBE/WBE and Section 3 businesses.

Following the bid process, the Subrecipient shall submit to DHED a copy of the bid document package including any addendums, a notice of contract award, a copy of the executed construction contract, and documentation regarding any protests filed regarding the bids.

Prior to the Subrecipient's first reimbursement, DHED shall review the Subrecipient's procurement process and contract award to determine compliance with 2 CFR 200 and all procurement regulations applicable to CDBG funding and this Agreement.

(3) The Subrecipient shall prioritize the work in the project, and shall bid such work in a manner that requires the receipt of itemized costs from bidders. This would then allow the award of items that can be funded by the budget provided that the extent of work awarded will result in a functioning facility in the opinion of DHED.

(4) The Subrecipient shall not award the construction contract for the project until sufficient funding is available to complete the established scope of work. All construction work shall be included in one contract.

(5) Should the amount of eligible costs exceed the amount to be funded by the County through this Agreement, then the Subrecipient shall fund all amounts in excess of the amount to be funded by the County.

(6) The Subrecipient shall inform DHED of any environmental findings or conditions discovered during project implementation. Applicable mitigation measures must be incorporated into the project by the Subrecipient in order to proceed with the project. Such mitigation measures may affect the total project cost. Where funds are not available from the CDBG allocation contained herein, the Subrecipient shall be responsible for all costs of mitigation.

(7) The Subrecipient shall recognize Palm Beach County as a funding participant in the project's implementation and shall affix the County's logo to any project sign on the project site during the construction process. The Subrecipient shall also acknowledge the County's participation whenever the situation presents itself.

The Subrecipient further agrees that DHED, in consultation with any parties it deems necessary, shall be the final arbiter on the Subrecipient's compliance with this Agreement's requirements and shall make the final determination of the Subrecipient's compliance with applicable regulations governing the CDBG funding of this project.

C. ASBESTOS REQUIREMENTS: The Subrecipient shall comply with all applicable requirements contained in Exhibit "C", attached hereto, for construction work in connection with the project funded through this Agreement.

D. DAVIS-BACON AND RELATED ACTS (DBRA):
The Subrecipient shall request from the County a copy of the Requirements for Federally Funded Projects and the applicable DBRA Wage Decision for the project PRIOR to advertising the construction work. The Subrecipient shall incorporate a copy of the DBRA Wage Decision and the Requirements for Federally Funded Projects in its bid documents and shall include these documents as part of the construction contract. The Subrecipient shall require the contractor to include these in all subcontracts for the work performed under the construction contract.

The Subrecipient shall perform all tasks required for DBRA compliance, including, but not limited to the following:

- Contractor and sub-contractor debarment clearance
- Obtaining contractor and subcontractor certified payrolls
- Review of certified payrolls and documentation related thereto
- Compliance actions for payroll related issues
- Employee/worker interviews and follow-up review of certified payrolls
- Ensure restitution due underpaid workers has been paid prior to project completion

The Subrecipient shall certify, at the time they request a reimbursement from DHED that payrolls from the contractor and sub-contractors are current, have been reviewed and approved by Subrecipient staff, and that any DBRA compliance issues have been or are in the process of being resolved.

The Subrecipient shall review and approve payrolls through the Labor Compliance Reporting System prior to submitting a reimbursement request to DHED.

The Subrecipient shall certify, at the time they request final reimbursement from DHED that payrolls from the contractor and sub-contractors are current, have been reviewed and approved by Subrecipient staff, and shall certify to DHED that the project meets DBRA compliance and all workers have been paid in accordance with DBRA requirements.

DHED may monitor the Subrecipient, its contractors, and subcontractors for DBRA compliance at any time per Section 13 of this Agreement.

Required Use of the Labor Compliance Reporting System (LCRS)

As part of the County's commitment to assist the Subrecipient and its contractors/subcontractors to comply with legal and contractual requirements including Davis Bacon and Related Acts (DBRA), DHED has established a Labor Compliance Reporting System ("LCRS") for this project. The Subrecipients contractors/subs will no longer be required to submit paper copies of fringe benefits statements, weekly-certified payroll reports and/or work performance reports, and shall instead use the LCRS for all DBRA reporting and tracking. The LCRS is available for use 24-hours a day, 7 days a week, at no cost for reporting weekly certified payrolls and labor compliance related documents. Utilization of this system should also prove helpful in expediting the process of reviewing payrolls, approving progress payments to contractors and reimbursement payments to subrecipients/developers.

User Responsibilities

1. Subrecipients, and its contractors/subs shall NOT create internet links to the Service or Frame or mirror any content on any other server or wireless or internet-based device.
2. Subrecipient and its contractors/subs are responsible for all activity occurring under User account and shall abide by all applicable local, state, national laws, treaties and regulations in connection with the use of the service, including those related to data privacy, international communications and the transmission of technical data. The LCRS Web Address for

contractors/subs use will be provided by DHED, along with Federal Requirements and Wage Decision(s).

3. Subrecipient shall require its contractor and subs to register through the Labor Compliance Reporting System. This language shall be contained in the Subrecipient's Bid and Construction documents.
4. Subrecipient shall require All fringe benefits statements, weekly-certified payroll reports to be submitted through the LCRS and this language shall be contained in the Subrecipient's Bid and Construction documents.

Disclaimer of Warranties for LCRS

County make no representation, warranty, or guaranty as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of the service or any content. County do not represent or warrant that:

- A. The use of the service will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data.
- B. The service will meet Subrecipient's Requirements or expectations.
- C. Any stored data will be accurate or reliable.
- D. The quality of any products, services, information or other material purchased or obtained by Subrecipient through the service will meet Subrecipient's requirements or expectations.
- E. Errors or defects will be corrected.
- F. The service or the servers that make the service available are free of viruses or other harmful components.

All content is provided to Subrecipient strictly on an "AS IS" basis. All conditions, representations and warranties, whether expressed or implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose are hereby disclaimed to the maximum extent permitted by applicable law by County.

- E. BONDING REQUIREMENTS:** The Subrecipient shall comply with the requirements of 2 CFR 200 in regard to bid guarantees, performance bonds, and payment bonds. For contracts exceeding the current Simplified Acquisition Threshold, the Subrecipient shall require a bid guarantee from each bidder equivalent to five percent (5%) of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified. In addition, for contracts exceeding the current Simplified Acquisition Threshold the Subrecipient shall also require a performance bond on the part of the contractor for 100 percent (100%) of the contract price and a payment bond on the part of the contractor for 100 percent (100%) of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

All bonds shall be executed by a corporate surety company of recognized standing, authorized to do business in the State of Florida. The Subrecipient may follow its own requirements relating to bid guarantees, performance bonds, and payment bonds for contracts for less than the current Simplified Acquisition Threshold.

F. CONSTRUCTION PAYMENT RETAINAGE: Throughout the term of this contract, the Subrecipient shall withhold retainage upon each progress draw at the maximum percentage allowed by Florida law as specified in the construction contract. The Subrecipient shall abide by Florida law and this Agreement regarding the payment of retainage funds and project closeout procedures. The Subrecipient shall certify to DHED that the contractor and subcontractors have complied with the requirements of DBRA, that all wages and restitution due to workers has been paid, and that satisfactory project closeout documentation has been reviewed and approved by the Subrecipient prior to releasing retainage/final payment.

G. PERFORMANCE REQUIREMENTS: The time-frame for completion of the outlined activities shall be as follows:

Award Construction Contract by:	March 2022
Submit for 50% Reimbursement of CDBG Funds by:	July 15, 2022
Complete Construction by:	October 2022
Submit for 100% Reimbursement of CDBG funds no later than:	December 31, 2022

If unforeseen circumstances occur that impact the accuracy of the performance dates and require revisions thereto, the Subrecipient shall request, in writing, that the dates used as performance requirements listed above be revised/amended. The County Administrator, or DHED Director may, at his/her sole discretion, revise/amend the performance dates via written notification to the Subrecipient. The Completion Date for all activities may be revised only by an Amendment to this Agreement.

The Subrecipient may be subject to decrease and/or recapture of project funds by the County if the above Performance Requirements are not met. Failure by the Subrecipient to comply with these requirements may negatively impact Subrecipient's ability to receive future grant awards.

H. REPORTS: The Subrecipient shall submit to DHED a detailed Monthly Report in the form provided as Exhibit "B" to this Agreement, or other form as may be required by DHED. Each Monthly Report must account for the total activity for which the Subrecipient is funded under this Agreement, and a Subrecipient representative must certify to the accuracy of the Report. These Monthly Reports shall be submitted to DHED beginning with the month of the effective date of the Agreement. They will be used by DHED to assess the Subrecipient's progress in implementing the project.

I. USE OF THE PROJECT FACILITY/PROPERTY: The Subrecipient agrees in regard to the use of the facility/property whose acquisition or improvements are being funded in part or in whole by CDBG funds as provided by this Agreement, that for a period of five (5) years after the expiration date of this Agreement (as may be amended from time to time):

- (1) The Subrecipient shall properly maintain the facility/project, and may not change the use or planned use, or discontinue use, of the facility/property (including the beneficiaries of such use) from that for which the acquisition or improvements are made, unless the Subrecipient provides affected citizens with reasonable notice of, and opportunity to comment on, any such proposed change and either:
 - a. The new use of the facility/property qualifies as meeting one of the national objectives defined in the regulations governing the CDBG program, and is not a building for the general conduct of government; or
 - b. The requirements of paragraph (2) of this section are met.
- (2) If the Subrecipient determines, after consultation with affected citizens, that it is appropriate to change the use of the property to a use which does not qualify under paragraph (1) (a) of this section or discontinue the use of the facility/property, it may retain or dispose of the facility for such use if the County is reimbursed in the amount of the current fair market value of the facility/property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvements to the facility/property. The final determination of the amount of any such reimbursement to the County under this paragraph shall be made by the County.
- (3) Following the reimbursement of CDBG funds by the Subrecipient to the County pursuant to paragraph (2) above, the facility/property will then no longer be subject to any CDBG requirements.

The provisions of this clause shall survive the expiration or early termination of this Agreement.

- J. SECTION 3 REQUIREMENTS:** The Subrecipient agrees to comply with all Section 3 requirements applicable to contracts funded through this Agreement. Information on Section 3 is available at DHED upon request. The Subrecipient shall include the following, referred to as the Section 3 Clause, in every solicitation and every contract for every Section 3 covered project:

Section 3 Clause

- (1) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170 1u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (2) The parties to this contract agree to comply with HUD's requirements in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

- (3) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the contractor's commitment under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (4) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR 135.
- (5) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (6) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

K. ENVIRONMENTAL CONDITIONS: The County shall perform an Environmental Review (ER) of the project to assess existing conditions and identify all potential environmental impacts and any required conditions or mitigation measures that the Subrecipient must consider in the design and implementation of the project. The Subrecipient acknowledges that construction may not begin until DHED notifies the Subrecipient of the results of the ER and the Release of Funds from HUD. Where applicable, the Subrecipient shall submit to DHED a plan of action and an implementation schedule for complying with any identified conditions requiring mitigation. Where applicable, mitigation measures shall be included in the bid documents. The Subrecipient shall comply with all requirements established by the County emanating from the completion of the ER.

ER costs incurred by the County may be charged to the project identified above. In addition, the Subrecipient shall immediately inform DHED of any environmental findings or conditions discovered during activity implementation, and agrees that applicable mitigation measures, subject to DHED approval, shall be incorporated in order to proceed with the project.

The Subrecipient acknowledges that such mitigation measures may affect the total project cost and that Subrecipient may be responsible for implementation of corrective actions and the costs associated therewith.

2. COUNTY OBLIGATIONS:

- A. Provide funding for the above-specified improvements as described above in "Project Scope", during the term of this Agreement, in the amount of **\$274,506**. However, the County shall not provide any funding for the construction work until the Subrecipient provides documentation showing that sufficient funds are available to complete the project.
- B. County shall not provide any funding for the construction work until the Subrecipient provides documentation showing that Subrecipient's procurement of the construction contract has been made in compliance with applicable requirements for the CDBG funds provided under this Agreement.
- C. Provide technical assistance to the Subrecipient when requested.
- D. Monitor the Subrecipient at any time during the term of this Agreement. Visits may be announced or unannounced, as determined by DHED, and will serve to ensure compliance with HUD regulations that planned activities are conducted in a timely manner, and to verify the accuracy of reporting to DHED on program activities.
- E. Allowable costs that may be paid by the County under this Agreement in addition to those stated in 2.A above:
 - (1) Costs of asbestos surveys, asbestos abatement, and abatement monitoring.
 - (2) Costs of any other services customarily associated with projects of the nature of the project contemplated by this Agreement.

The County shall review requests by the Subrecipient for expenditures on the above items prior to undertaking the services associated with them, and approve any such expenditure it deems appropriate for this project

EXHIBIT "B"
MONTHLY REPORT

Report For:	Month: _____ Year: _____			
Subrecipient Name:	CITY OF LAKE WORTH BEACH			
Project Name:	HAROLD GRIMES MEMORIAL PARK IMPROVEMENTS			
Report Prepared By:	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%; height: 20px;">Name</td> <td style="width:30%; height: 20px;">Signature</td> <td style="width:20%; height: 20px;">Date</td> </tr> </table>	Name	Signature	Date
Name	Signature	Date		

BUDGETING AND EXPENDITURE PROJECTIONS

MONTH/YR	OCT 2021	NOV 2021	DEC 2021	JAN 2022	FEB 2022	MAR 2022
Projected Expenditure	\$	\$	\$	\$	\$	\$
Actual Expenditure	\$	\$	\$	\$	\$	\$
MONTH/YR	APR 2022	MAY 2022	JUN 2022	JUL 2022	AUG 2022	SEPT 2022
Projected Expenditure	\$	\$	\$	\$	\$	\$
Actual Expenditure	\$	\$	\$	\$	\$	\$

Amounts Expended this Reporting Period: CDBG Funds: \$ _____ Other Funds: \$ _____

Amounts Expended to Date:

FUNDING SOURCE	BUDGETED	EXPENDED	PERCENTAGE
CDBG Funds:	\$ 274,506.00	\$	%
Other Funds: _____	\$	\$	%
Other Funds: _____	\$	\$	%
TOTAL:	\$	\$	%

Describe any changes in budgeted amounts during this reporting period and the source of funds:

Describe your efforts to obtain any additional funds for the project during this reporting period (if your project is underfunded):

PROJECT ACTIVITIES & SCHEDULE

Describe your accomplishments and any problems encountered during this reporting period: _____

PROJECT PERFORMANCE PHASE	DATE
START DESIGN	Date
COMPLETE DESIGN	Date
ADVERTISE, ACCEPT BIDS	Date
AWARD CONTRACT	Date
START CONSTRUCTION	Date
SUBMIT 50% REIMBURSEMENT	Date
COMPLETE CONSTRUCTION	Date
SUBMIT 100% REIMBURSEMENT	Date

Send report to: Project Coordinator or Bud Cheney
Department of Housing & Economic Development
100 Australian Avenue, Suite 500, West Palm Beach, FL 33406

EXHIBIT "C"

ASBESTOS REQUIREMENTS
SPECIAL CONDITIONS FOR DEMOLITION AND RENOVATION OF BUILDINGS

The provisions of this part apply to all demolition and renovation work contemplated in this Agreement and described in Exhibit "A" of this Agreement.

I. DEFINITIONS

ACM:	Asbestos Containing Materials
ASHERA:	Asbestos Hazard Emergency Response Act
EPA:	Environmental Protection Agency
FLAC:	Florida Licensed Asbestos Consultant
DHED:	Palm Beach County Department of Housing and Economic Development
NESHAP:	National Emission Standards for Hazardous Air Pollutants
NRCA:	National Roofing Contractors Association
NVLAP:	National Voluntary Laboratory Accreditation Program
OSHA:	Occupational Safety & Health Administration
PBCAC:	Palm Beach County Asbestos Coordinator (in Risk Management)
PLM:	Polarized Light Microscopy
RACM:	Regulated Asbestos Containing Materials
TEM:	Transmission Electron Microscopy

II. ASBESTOS SURVEYS

All properties scheduled for renovation or demolition are required to have a comprehensive asbestos survey conducted by a Florida Licensed Asbestos Consultant (FLAC). The survey shall be conducted in accordance with ASHERA guidelines. Analysis must be performed by a NVLAP accredited laboratory.

For Renovation Projects (projects which will be reoccupied):

- Point counting should be conducted on all RACM indicating 1% - 10% asbestos by PLM analysis. If the asbestos content by PLM is less than 10%, the building owner/operator can elect to:
 1. Assume the material is greater than 1% and treat it as RACM, or
 2. Require verification by point counting
- Samples of resilient vinyl floor tile indicating asbestos not detected must be confirmed by transmission electron microscopy (TEM)
- Joint compound shall be analyzed as a separate layer
- Roofing material shall be sampled only if a renovation requires the roof to be disturbed. In lieu of sampling the roof, it will be presumed to contain asbestos

For Demolition Projects:

- Point counting should be conducted on all RACM indicating 1% - 10% asbestos by PLM analysis. If the asbestos content by PLM is less than 10%, the building owner/operator can elect to:
 1. Assume the material is greater than 1% and treat it as RACM, or
 2. Require verification by point counting
- Composite sample analysis is permitted for drywall systems (combining the drywall and joint compound constituents)
- All Category I and II non-friable materials, as defined in EPA/NESHAP, shall be sampled to determine asbestos content

If the Subrecipient (has a recent asbestos survey report prepared by a Florida Licensed Asbestos Consultant, a copy may be provided to DHED for review by the PBCAC to determine if the survey is adequate to proceed with renovation/demolition work. If no survey is available, a survey may be initiated by the Subrecipient or requested by DHED. If the survey is through DHED, a copy of the completed survey will be forwarded to the Subrecipient.

III. ASBESTOS ABATEMENT

A. RENOVATION

- (a) Prior to a renovation, all asbestos containing materials that will be disturbed during the renovation, must be removed by a Florida Licensed Asbestos Contractor under the direction of a FLAC. Exceptions may be granted by DHED prior to the removal. The Subrecipient must obtain approval for all exceptions from DHED. DHED will request the PBCAC to review and approve all exceptions.
- (b) Asbestos abatement work may be contracted by the Subrecipient or by DHED upon request.
- (c) If the Subrecipient contracts the asbestos abatement, the following documents are required to be provided to the DHED.
 1. An Asbestos Abatement Specification (Work Plan)
 2. Post Job submittals, reviewed and signed by the FLAC
- (d) If the Subrecipient requests DHED to contract the asbestos abatement, DHED will initiate the request through the PBCAC who will contract the asbestos abatement. DHED will provide a copy of all contractor and consultant documents to the Subrecipient.
- (e) Materials containing <1% asbestos are not regulated by EPA/NESHAPS. However, OSHA compliance is mandatory. OSHA requirements include training, wet methods, prompt cleanup in leak tight containers, etc. The renovation contractor must comply with US Dept of Labor, OSHA Standard Interpretation, "Compliance requirements for renovation work involving material containing <1% asbestos", dated 11/24/2003. The renovation contractor must submit a work plan to DHED prior to removal of the materials.

B. DEMOLITION

All RACM must be removed by a Florida Licensed Asbestos Contractor under the direction of an FLAC prior to demolition. Examples of RACM include: popcorn ceiling finish, drywall systems, felt or paper-backed linoleum, resilient floor tile which is not intact, asbestos cement panels/pipes/shingles (“transite”).

NESHAP Category I non-friable materials, such as intact resilient floor tile & mastic and intact roofing materials, may be demolished with the structure, using adequate controls. The demolition contractor shall be made aware of the asbestos-containing materials and shall exercise adequate control techniques (wet methods, etc.). Any exceptions to these guidelines shall be requested through and approved by DHED prior to the removal. Demolition work should be monitored by a FLAC to ensure proper control measures and waste disposal. This is the responsibility of the Subrecipient.

- (a) Asbestos Abatement work may be contracted by the Subrecipient or by DHED upon request.
- (b) If the Subrecipient contracts the asbestos abatement, the following documents must be provided to the DHED and reviewed by the PBCAC.
 1. An Asbestos Abatement Specification (Work Plan).
 2. Post Job submittals, reviewed and signed by the FLAC.
- (c) If the Subrecipient requests DHED to contract the asbestos abatement, DHED will initiate the request through the PBCAC who will contract the asbestos abatement. DHED will provide a copy of all contractor and consultant documents to the Subrecipient.
- (d) Recycling, salvage or compacting of any asbestos containing materials or the substrate is strictly prohibited.
- (e) In all cases, compliance with OSHA "Requirements for demolition operations involving material containing <1% asbestos" is mandatory.
- (f) If suspect materials are discovered that were not previously sampled and identified in the survey, stop all work that will disturb these materials and immediately notify DHED.

IV. NESHAP NOTIFICATION**A. RENOVATION**

A NESHAP form must be prepared by the Subrecipient or its Contractor and submitted to the Palm Beach County Health Department at least ten (10) working days prior to an asbestos activity that involves removal of regulated asbestos containing material, including linoleum, greater than 160 square feet or 260 linear feet or 35 cubic feet. For floor tile removal greater

than 160 square feet, the Subrecipient or its Contractor shall provide a courtesy NESHAP notification to the Palm Beach County Health Department at least three (3) working days prior to removal.

The Subrecipient shall provide a copy of the asbestos survey to the renovation contractor to keep onsite during the work activity.

B. DEMOLITION

A NESHAP form must be prepared by the Subrecipient or its Contractor and submitted to the Palm Beach County Health Department at least ten (10) working days prior to the demolition for projects demolished by the Subrecipient.

C. NESHAP FORM

The NESHAP form is available online through the Florida Department of Environmental Regulations. The notification shall be sent to the address shown below. A copy shall be included in the Subrecipient post job documentation submitted to DHED. All fees shall be paid by the Subrecipient .

Palm Beach County Department of Health
Asbestos Coordinator
800 Clematis Street
Post Office Box 29
West Palm Beach, Florida 33402

V. APPLICABLE ASBESTOS REGULATIONS/GUIDELINES

The Subrecipient, through its demolition or renovation contractor, shall comply with the following asbestos regulations/guidelines. This list is *not* all inclusive:

- (a) Environmental Protection Subrecipient (EPA) NESHAP, 40 CFR Parts 61 Subpart M National Emission Standard for Asbestos, revised July 1991
- (b) Occupational Safety & Health Administration (OSHA) Construction Industry Standard, 29 CFR 1926.1101
- (c) EPA: A Guide to Normal Demolition Practices under the Asbestos NESHAP, September 1992
- (d) Demolition practices under the Asbestos NESHAP, EPA Region IV
- (e) Asbestos NESHAP Adequately Wet Guidance
- (f) Florida State Licensing and Asbestos Laws
 - 1. Title XVIII, Chapter 255, Public property and publicly owned buildings.

2. Department of Business and Professional Regulations, Chapter 469 Florida Statute, Licensure of Asbestos Consultants and Contractors
- (g) Resilient Floor Covering Institute (RFCI), Updated Recommended Work Practices and Asbestos Regulatory Requirements, current version.
 - (h) Florida Roofing Sheet Metal and Air Conditioning Contractors Association, NRCA, June 1995, or current version.
 - (i) US Department of Labor, OSHA Standard Interpretation
 1. Application of the asbestos standard to demolition of buildings with ACM in Place, dated 8/26/2002.
 2. Requirements for demolition operations involving material containing <1% asbestos, dated 8/13/1999.
 3. Compliance requirements for renovation work involving material containing <1% asbestos, dated 11/24/2003.

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RESOLUTION NO. 54-2021 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, APPROVING THE AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY IN THE AMOUNT OF \$274,506 IN FISCAL YEAR 2021-2022 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR IMPROVEMENTS TO BE MADE IN MEMORIAL PARK; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL RELATED DOCUMENTS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, the City desires to make improvements to Memorial Park; and

WHEREAS, the City has requested that Palm Beach County make its allocation of \$274,506 in Community Development Block Grant (“CDBG”) funds that have been made available to the City should be utilized for this purpose; and

WHEREAS, the proposed public facility improvements are an eligible use of CDBG funds; and

WHEREAS, Memorial Park is located with the Lake Worth Beach CDBG Target Area; and

WHEREAS, Palm Beach County has prepared an Agreement that sets forth the terms and conditions for the use of these CDBG funds for this purpose; and

WHEREAS, the City desires to enter into this Agreement with Palm Beach County for the purpose of making improvements to Memorial Park.

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

SECTION 1: The City Commission of the City of Lake Worth Beach, Florida hereby approves the Agreement between Palm Beach County and the City in the amount of \$274,506 in Fiscal Year 2021-2022 CDBG funds for public facility improvements to be made in Memorial Park.

SECTION 2: The city Commission of the city of Lake Worth Beach, Florida hereby authorizes the Mayor to execute three originals of the Agreement between Palm Beach County and the City and all related documents for this stated purpose.

SECTION 3: Upon execution of the resolution, one copy shall be forwarded to the Leisure Services Department Director. The fully executed original shall be maintained by the city Clerk as a public record for the City.

47 SECTION 4: This resolution shall become effective upon adoption.
48

49 The passage of this resolution was moved by Commissioner _____,
50 seconded by Commissioner _____, and upon being put to a vote, the vote
51 was as follows:

- 52 Mayor Betty Resch
- 53 Vice Mayor Herman Robinson
- 54 Commissioner Sarah Malega
- 55 Commissioner Christopher McVoy
- 56 Commissioner Kimberly Stokes

57
58 The Mayor thereupon declared this resolution duly passed and adopted on the
59 _____ day of _____, 2021.

60 LAKE WORTH BEACH CITY COMMISSION

61
62
63 By: _____
64 Betty Resch, Mayor

65
66 ATTEST:

67
68
69 _____
70 Melissa Ann Coyne, City Clerk

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: August 17, 2021

DEPARTMENT: Leisure Services

TITLE:

Resolution No. 55-2021 -- authorizing the submission of an application for funding under the Florida Recreation Development Assistance Program for the Phase 1 of the replacement of playground equipment in South Bryant Park

SUMMARY:

The resolution authorizes the submission of an application for \$50,000 in funding under the Florida Recreation Development Assistance Program for the Phase 1 of the replacement of playground equipment in South Bryant Park. The current playground equipment has reached the end of its useful life and is rapidly deteriorating as a result of exposure to the sun and salt water environment.

BACKGROUND AND JUSTIFICATION:

The Florida Department of Environmental Protection, Office of Operations, Land and Recreation grants is expected to announce the availability of grant funding under the Fiscal Year 2022-2023 Florida Recreation Development Assistance Program (FRDAP) on October 1, 2021. Eligible uses of these grant funds will include the development and/or renovation of land owned by the applicant for public use.

Resolution No, 55-2021 authorizes the submission of an application from the City for \$50,000 in Fiscal Year 2022-2023 FRDAP funds for Phase 1 of the replacement of the playground equipment in South Bryant Park. The current playground equipment has reached the end of its useful life as a result of prolonged exposure to sunlight and the surrounding salt water environment. Support undermounts and brackets have started to fail from severe corrosion and rubber hand grips have significantly deteriorated under these harsh conditions. This project has been submitted for inclusion in the upcoming Capital Improvement Program. The City will not be required to provide a local cost share for this phase of the project.

MOTION:

Move to approve/disapprove Resolution No. 55-2021 authorizing submission to the Florida Department of Environmental Protection, Office of Operations, Land and Recreation Grants for funding in the amount of \$50,000 under the Florida Recreation Development Assistance Program for Phase 1 of the replacement of the playground equipment in South Bryant Park.

ATTACHMENT(S)

Fiscal Impact Analysis
Resolution 55-2021

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RESOLUTION NO. 55-2021 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, OFFICE OF OPERATIONS, LAND AND RECREATION GRANTS FOR GRANT FUNDS IN THE AMOUNT OF \$50,000 PROVIDED THROUGH THE FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, the Florida Recreation Development Assistance Program (“FRDAP”) is administered by the Florida Department of Environmental Protection, Office of Operations, Land and Recreation Grants (“FDEP”) for the purpose of providing grant funds to local governmental entities for the acquisition and development of land for public outdoor recreation use; and

WHEREAS, the FDEP will announce the availability of Fiscal Year 2022-2023 FRDAP funds on October 1, 2021; and

WHEREAS, these FRDAP grant funds will be made available on a competitive basis for any of three categories of eligible uses, including the development and/or renovation of land owned by the applicant for public use; and

WHEREAS, the City of Lake Worth Beach (“City”) desires to apply for Fiscal Year 2022-2023 FRDAP grant funding for Phase 1 of the replacement of the playground equipment in south Bryant Park; and

WHEREAS, the City will be not be required to provide a local cost share for these FRDAP grant funds, if awarded, and

WHEREAS, the City must submit its application to FDEP during the announced submission period of October 1, 2021 through October 15, 2021.

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

SECTION 1: The City Commission of the City of Lake Worth Beach, Florida hereby authorizes the submission of an application to the Florida Department of environmental Protection, Office of Operations, Land and Recreation Grants for grant funding under the Florida Recreation Development Assistance Program in the amount of \$50,000 for Phase 1 of the replacement of the playground equipment in South Bryant Park.

45 SECTION 2. The City Commission of the City of Lake Worth Beach, Florida hereby
46 authorizes Juan Ruiz, Interim City Manager, to execute the City's application and all
47 related documents.

48
49 SECTION 3: Upon execution of the resolution, one copy shall be delivered to the
50 Leisure Services Department Director. The fully executed original shall be maintained by
51 the City Clerk as a public record of the City.

52
53 SECTION 4: This resolution shall become effective upon adoption.
54

55 The passage of this resolution was moved by Commissioner _____,
56 seconded by Commissioner _____, and upon being put to a vote, the vote
57 was as follows:

- 58 Mayor Betty Resch
- 59 Vice Mayor Herman Robinson
- 60 Commissioner Sarah Malega
- 61 Commissioner Christopher McVoy
- 62 Commissioner Kimberly Stokes

63
64 The Mayor thereupon declared this resolution duly passed and adopted on the
65 _____ day of _____, 2021.

66 LAKE WORTH BEACH CITY COMMISSION

67
68
69 By: _____
70 Betty Resch, Mayor

71
72 ATTEST:
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74
75 _____
76 Melissa Ann Coyne, City Clerk

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: August 17, 2021

DEPARTMENT: Public Works

TITLE:

Work Order #7 with the Paving Lady

SUMMARY:

The Work Order #7 to The Paving Lady authorizes the paving work to be completed on 1st Ave South from Federal Hwy to Oceanbreeze, and South Palmway to South Lakeside Drive.

BACKGROUND AND JUSTIFICATION:

The City identified 1st Ave South from Federal Hwy to South Lakeside Drive (excluding Oceanbreeze to South Palmway) as infrastructure in very poor condition requiring rehabilitation. The City currently has a contract with the Paving Lady on an as needed basis. The scope of the work is inclusive of removing all the existing sidewalk and curbing and replacing with new sidewalk and curbing, milling and paving 1st Ave South from Federal to South Lakeside (excluding Oceanbreeze to South Palmway), and installing new lane striping. The Work Order is not to exceed \$171,390.03 and will be paid for from Roadway Improvement Funds.

MOTION:

Move to approve/disapprove Work Order #7 with The Paving Lady at a cost not to exceed \$171,390.03.

ATTACHMENT(S):

Fiscal Impact Analysis
Work Order #7

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	171,390.03	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	171,390.03	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

Account Number	Account Description	Project Number	FY21 Budget	Current Balance	Agenda Expenditure	Balance
170-5020-519-63-15	Improve other than Build	N/A	1,055,562	223,710.41	171,390.03	52,320.38

**ANNUAL CONTRACT FOR PAVING, CONCRETE, STRIPING AND ASSOCIATED
RESTORATION WORK
WORK ORDER NO.7**

THIS WORK ORDER NO. 7 (“Work Order” hereafter) is made on the day of _____, between the **City of Lake Worth Beach**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460 (“City” hereafter) and **Janice M. Riley, Inc., dba The Paving Lady**, a Florida Corporation (“Contractor” hereafter), whose local business address is 1000 W. Industrial Ave., Boynton Beach FL 33426.

1. Project Description. The City desires the Contractor to provide all goods, services, materials and equipment as identified herein related to the project generally described as:

1st Ave South Mill Pave Concrete Sidewalk and Curb

The Project is more specifically described in the plans prepared by N/A , dated N/A , and which are incorporated herein by reference.

2. Scope. Under this Work Order, the Contractor will provide the City with construction services for the Project as specified in the **Contractor’s proposals attached hereto and incorporated herein as Exhibit “1”**.

3. Schedule and Liquidated Damages. Substantial completion of all services and work under this Work Order shall be within **90 calendar days** from the Effective Date of this Work Order. Final completion of all services and work (and all punch-list items (if any)) under this Work Order shall be within **120 calendar days** from the Effective Date of this Work Order. The Effective Date of this Work Order is the date following the parties’ execution of this Work Order and the City’s delivery of a Notice to Proceed to the Contractor via e-mail, facsimile or other form of delivery as documented by the City. Substantial completion occurs when the services and work has progressed to the point where, in the opinion of the City, the work is sufficiently complete in accordance with the Contract Documents and this Work Order, so that the Project can be utilized for the purposes for which it is intended. Final completion occurs when all services and work (including punch-list items) has been completed and the project becomes fully operational and accepted by the City.

Liquidated Damages. The City and Contractor recognize that time is of the essence under this Work Order and the Contract Documents, and that the City will suffer financial loss if the services and work described in this Work Order and the Contract Documents are not completed within the times specified in this Work Order. The City and Contractor recognize, agree and acknowledge that it would be impractical and extremely difficult to ascertain and fix the actual damages that the City would suffer in the event Contractor neglects, refuses, or otherwise fails to complete the services and work within the time specified. Accordingly, instead of requiring any such proof, the City and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the City Five Hundred dollars (\$500.00) for each day that expires after the time specified in this Work Order.

4. Compensation and Direct Purchases. This Work Order is issued for a lump sum, not to exceed amount of **One Hundred Seventy-One Thousand Three Hundred Ninety Dollars and 03/100 Cents (\$171,390.03)**. The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount.

The following Direct Purchases are to be made under this Work Order by the City: N/A .

5. Project Manager. The Project Manager for the Contractor is Mauro Comuzzi, phone: 561-572-2600; email: mauro@pavinglady.com; and, the Project Manager for the City is Felipe Lofaso, phone: 561-586-1720; email: flofaso@lakeworthbeachfl.gov.

6. Progress Meetings. The Contractor shall schedule periodic progress review meetings with the City Project Manager as necessary but every 30 days as a minimum.

7. Contractor's Representations. In order to induce the City to enter into this Work Order, the Contractor makes the following representations:

7.1 Contractor has familiarized itself with the nature and extent of the Contract Documents including this Work Order, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work.

7.2 Contractor has obtained at his/her own expense and carefully studied, or assumes responsibility for obtaining and carefully studying, soil investigations, explorations, and test reports which pertain to the subsurface conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the work as Contractor considers necessary for the performance or furnishing of the work at the stated work order price within the Work Order stated time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the IFB; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or is deemed necessary by Contractor for such purposes.

7.3 Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or is deemed necessary by the Contractor in order to perform and furnish the work under this Work Order price, within the Work Order time and in accordance with the other terms and conditions of the Contract Documents.

7.4 Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.5 Contractor has given the City's Contract Administrator written notice of all conflicts, errors or discrepancies that he or she has discovered in the Contract Documents and the written resolution thereof by City or its designee is acceptable to the Contractor.

8. Warranty. The Contractor warrants and guarantees to the City that all services and work provided under this Work Order will be in accordance with this Work Order and the other Contract Documents. The Contractor warrants that (a) all materials and parts supplied under this Work Order shall be free from defects for one (1) year from the final completion of all work (unless a longer manufacturer warranty applies); (b) all services and work performed under this Work Order will be free from defects for one (1) year from the final completion of all work and the project shall be fully operational without unreasonable downtime or failures; and (c) that the services and work will conform to the requirements of the Contract Documents. If, at any time prior to the expiration of the one (1) year warranty period, the City discovers any failure or breach of the Contractor's warranties or the Contractor discovers any failure or breach of the Contractor's warranties, the Contractor will, upon written notice from City or of its own accord, at the Contractor's sole

cost and expense, promptly correct such failure or breach (which corrective action must include, without limitation, any necessary removal, disassembly, reinstallation, repair, replacement, reassembly, retesting, and/or re-inspection of any part or portion of the work and any other property damaged or affected by such failure, breach, or corrective action). The Contractor will remedy any such failure or breach so, to the extent possible, to avoid unnecessary disruptions to the operations of City or its systems. In the event the Contractor fails to initiate and diligently pursue corrective action within five (5) days of the Contractor's receipt of the City's notice or the Contractor's discovery of the same, the City may undertake such corrective action at the Contractor's expense.

9. Authorization. This Work Order is issued pursuant to the Contract for Paving, Concrete Striping and Associated Restoration Work between the City of Lake Worth Beach and the Contractor, dated May 7, 2019 ("Contract" hereafter). If there are any conflicts between the terms and conditions of this Work Order and the Contract, the terms and conditions of the Contract shall prevail.

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SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order No. 7 as of the day and year set forth above.

ATTEST:

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Melissa Ann Coyne CMC, City Clerk

By: _____
Betty Resch, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director

CONTRACTOR:

**JANICE M. RILEY, INC., DBA THE
PAVING LADY**



By: Mauro Comuzzi

Print Name: MAURO COMUZZI

Title: President

STATE OF Florida
COUNTY OF Falm Beach

THE FOREGOING instrument was acknowledged before me by means of • physical presence or • online notarization on this 28 day of July 2021, by Mauro Comuzzi, as the President [title] of Janice M. Riley, Inc., DBA The Paving Lady, a Florida Corporation, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

Jane C. Allen
Notary Public Signature

Notary Seal:



ml

EXHIBIT 1



UNIT COST PROPOSAL
 BASED ON IFB # 19 -109

Project: 1st Ave South Mill Pave Concrete Sidewalk and F Curb
 Address: 1st Ave South from Fed Hwy to Ocean Breeze and Palmway to Lakeside for concrete
 Mill & Pave Fed Hwy to Ocean Breeze & Palmway to Lakeside

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
PAVEMENT					
1	MOBILIZATION (LESS THAN 100 SY)		LS	\$ 3,800.00	\$ -
2	MOBILIZATION (OVER 100 SY)	1	LS	\$ 2,500.00	\$ 2,500.00
3	MOT - TYPE 2 BARACADES OR CONES (PER DAY)		EA	\$ 10.00	\$ -
4	MOT - SIGNAGE (PER DAY)		EA	\$ 100.00	\$ -
5	REMOVE/HAULOFF EX. PAVEMENT AND BASE (UP TO 14" DEEP)		SY	\$ 30.00	\$ -
6	12" COMPACTED SUBGRADE		SY	\$ 12.00	\$ -
7	8" BASEROCK (LIMEROCK OR CR. CONC.) (PRIMED)		SY	\$ 18.00	\$ -
8	REWORK EXIST. ASPHALT BASE AND PRIME	622	SY	\$ 12.00	\$ 7,464.00
9	1" TYPE S-3 ASPHALTIC CONCRETE	2200	SY	\$ 11.00	\$ 24,200.00
10	2" TYPE S-3 ASPHALTIC CONCRETE		SY	\$ 16.00	\$ -
11	MILL EXIST. ASPHALT 1.5" AVG. DEPTH (3/4" TO 2" DEPTH)	2200	SY	\$ 7.00	\$ 15,400.00
12	MISC. ASPHALT (TYPE S-3) OVERBUILD/LEVELING	90	TN	\$ 140.00	\$ 12,600.00
13	ASPHALT SPEED HUMP COMPLETE W/ STRIPING (PER CITY DETAIL)		EA	\$ 4,500.00	\$ -
14	ASPHALT MILLINGS F&I		TN	\$ 50.00	\$ -
15	SEALCOATING (PARKING LOT)		SY	\$ 0.82	\$ -
CONCRETE					
16	MOBILIZATION (LESS THAN 100 LF)		LS	\$ 2,500.00	\$ -
17	MOBILIZATION (OVER 100 LF)	1	LS	\$ 1,500.00	\$ 1,500.00
18	REMOVE EX. 4" CONCRETE	4265	SF	\$ 2.00	\$ 8,530.00
19	REMOVE EX. 6" CONCRETE	835	SF	\$ 2.25	\$ 1,878.75
20	4" CONCRETE SIDEWALK (3,000 PSI)	4265	SF	\$ 6.00	\$ 25,590.00
21	6" CONCRETE SIDEWALK/ DRIVEWAY (3,000 PSI)	835	SF	\$ 7.50	\$ 6,262.50
22	MONOLITHIC CURB AND SIDEWALK		SF	\$ 8.00	\$ -
23	REMOVE EX. CONCRETE CURBING (ALL TYPES)	1208	LF	\$ 9.00	\$ 10,872.00
24	TYPE F CURB AND GUTTER	1208	LF	\$ 35.00	\$ 42,280.00
25	VALLEY GUTTER		LF	\$ 26.00	\$ -

26	TYPE D CURBING		LF	\$ 23.00	\$ -
27	ADA TACTILE DOME SURFACE (YELLOW) CAST-IN-PLACE		SF	\$ 80.00	\$ -
STRIPING					
28	MOBILIZATION (LESS THAN 100 SY)		LS	\$ 1,170.00	\$ -
29	MOBILIZATION (OVER 100 SY)	1	LS	\$ 1,100.00	\$ 1,100.00
30	REMOVAL OF EX. STRIPING (GRIND OR WATERBLAST)		LF	\$ 1.95	\$ -
31	4" DOUBLE YELLOW THERMO		LF	\$ 1.82	\$ -
32	4" SINGLE YELLOW THERMO		LF	\$ 0.91	\$ -
33	4" SINGLE WHITE THERMO		LF	\$ 0.91	\$ -
34	6" DOUBLE YELLOW THERMO	100	LF	\$ 1.95	\$ 195.00
35	6" SINGLE YELLOW THERMO		LF	\$ 0.98	\$ -
36	6" SINGLE WHITE THERMO		LF	\$ 0.98	\$ -
37	12" SINGLE WHITE THERMO	65	LF	\$ 2.99	\$ 194.35
38	18" SINGLE WHITE THERMO		LF	\$ 3.90	\$ -
39	24" STOP BAR WHITE THERMO	48	LF	\$ 6.50	\$ 312.00
40	RPM'S		EA	\$ 6.50	\$ -
41	BIKE LANE SYMBOL STRIPING (THERMO)		EA	\$ 487.50	\$ -
42	HANDICAP PARKING STALL COMPLETE W SIGN (PAINT)		EA	\$ 364.00	\$ -
MISC ITEMS					
44	BAHIA SODDING (INCL. GRADING WORK)		SY	\$ 8.00	\$ -
45	FLORATAM SODDING (INCL. GRADING WORK)		SY	\$ 10.00	\$ -
46	ADJUST EX. MANHOLE RING AND COVER	3	EA	\$ 500.00	\$ 1,500.00
47	ADJUST EX. VALVE BOX		EA	\$ 350.00	\$ -
48	ADJUST EX. CURB INLET/ DRAINAGE INLET		EA	\$ 600.00	\$ -
49	PAVER BRICK REPAID (EXIST. BRICKS)		SF	\$ 6.00	\$ -
					\$ -
	Temp Striping	1	LS	\$ 850.00	\$ 850.00
	MOT BY Others				\$ -
	Survey and Layout by others				\$ -
				Sub Total	\$ 163,228.60
				Allowance 5% Contingency	\$ 8,161.43
				Total	\$ 171,390.03



Legend

1st Ave South
Paving, Concrete, Striping



400 ft

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: August 17, 2021

DEPARTMENT: Leisure Services

TITLE:

Agreement with BrightView Maintenance, Inc. for golf course maintenance services for the Lake Worth Beach Golf Club

SUMMARY:

This agreement authorizes BrightView Golf Maintenance, Inc. to continue to provide grounds maintenance at the Lake Worth Beach Golf Club for three years plus an option for two (2), one (1) year renewal options in an amount not to exceed \$635,468.03 annually.

BACKGROUND AND JUSTIFICATION:

In June of 2021 BrightView Golf Maintenance, Inc. was awarded Request for Proposal #21-205 to provide year- round golf course maintenance services for the Lake Worth Beach Golf Club. The agreement is for three years plus an option for a two (2), one (1) year renewal options in an amount not to exceed \$635,468.03 annually.

BrightView Golf Maintenance, Inc. has been the grounds maintenance contractor for the Lake Worth Beach Golf Club since 2014. During their contract staff has been satisfied with the performance of BrightView Golf Maintenance, Inc. fulfilling its contractual obligations. The maintenance services provided by BrightView Golf Maintenance, Inc. enhance the experience golfers receive when they visit the Lake Worth Beach Golf Course.

MOTION:

Motion to approve/disapprove the agreement with BrightView Golf Maintenance, Inc. for three years plus two (2), one (1) year renewal options in an amount not to exceed \$635,468.03.

ATTACHMENT(S):

Fiscal Impact Analysis
Agreement

**AGREEMENT FOR GOODS AND SERVICES
GOLF COURSE MAINTENANCE**

THIS AGREEMENT (hereinafter "Agreement") is made on this ____ day, between the **City of Lake Worth Beach**, Florida, a municipal corporation (hereinafter the "CITY"), with its office located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460, and **BrightView Golf Maintenance, Inc.**, a corporation authorized to do business in the State of Florida ("CONTRACTOR") with its office located at 27001 Agoura Road, Suite 350, Calabasas, CA 91303.

RECITALS

WHEREAS, the CITY is a municipal corporation organized and existing pursuant to the Charter and the Constitution of the State of Florida; and

WHEREAS, the CITY issued Request for Proposals #21-205 in order to obtain a service provider to provide year-round golf course maintenance services for the City of Lake Worth Beach golf course (hereinafter "RFP"), which RFP is not attached but incorporated by the reference into this Agreement; and

WHEREAS, the CITY received four responses before the deadline; and

WHEREAS, CONTRACTOR has provided the City with a written proposal in response to the RFP to provide the services as described and set out in the RFP; and

WHEREAS, the CITY desires to accept the CONTRACTOR's proposal in order for CONTRACTOR to render the services to the CITY as provided therein pursuant to the terms and conditions of this Agreement; and

WHEREAS, the CONTRACTOR further warrants that it is experienced and capable of performing the tasks hereunder in a professional and competent manner; and

WHEREAS, the CITY finds entering this Agreement with the CONTRACTOR as described herein serves a valid public purpose.

NOW THEREFORE, the CITY hereby engages the services of the CONTRACTOR, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

1. TERM

1.1 The term of this Agreement shall commence upon the approval of this Agreement by the City Commission and shall be for an initial term of three (3) years unless earlier terminated as stated herein. The parties may extend the term for additional two (2), one-year periods by amendment to this Agreement. The City Manager is authorized to approve an amendment to this Agreement to extend the term as set forth herein.

2. SCOPE OF WORK

2.1 The CONTRACTOR's scope of work includes providing the services required to maintain the grounds at the Lake Worth Beach Golf Club year-round consistent with the minimum maintenance standards, as more specifically set forth in the RFP ("Scope of Work").

2.2 The CONTRACTOR represents to the CITY that all work performed under this Agreement shall be in accordance with accepted and established trade practices and procedures recognized in the CONTRACTOR's trade in general and that the materials shall conform to the highest standards and in accordance with this Agreement.

2.3 The CONTRACTOR represents that it is licensed to do business in the State of Florida and holds and will maintain all applicable licenses required for the work to be completed under this Agreement. The CONTRACTOR further warrants its capability and experience to perform the work provided for herein in a professional and competent manner.

2.4 The work shall be performed by the CONTRACTOR or under its supervision and all personnel engaged in performing the work shall be fully qualified and, if required, authorized or permitted under the state and local law to perform such work. All of the CONTRACTOR's personnel (and all subcontractors), while on CITY premises, shall comply with all CITY requirements governing safety, conduct and security.

2.5 The work shall be completed in accordance with the terms and conditions set forth in this Agreement.

3. INDEPENDENT CONTRACTOR; USE OF AGENTS OR ASSISTANTS

3.1 The CONTRACTOR is and shall be, in the performance of the work under this Agreement, an independent contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work.

3.2 To the extent reasonably necessary to enable the CONTRACTOR to perform the Scope of Work hereunder, the CONTRACTOR shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance of its duties. All costs of the services of, or expenses incurred by, such agents or assistants shall be paid by the CONTRACTOR.

4. MATERIALS

4.1 The CONTRACTOR shall provide all materials as more specifically set forth in the Scope of Work or as reasonably necessary to accomplish the work unless otherwise specified in writing by the CITY.

5. FEE AND ORDERING MECHANISM

5.1 The CITY agrees to compensate CONTRACTOR in accordance with the rate schedule set forth in **Exhibit "A"**. The City shall not reimburse CONTRACTOR for any additional costs incurred as a direct or indirect result of CONTRACTOR providing services to the City under this Agreement and not set forth in **Exhibit "A"**.

5.2 Should the CITY require additional materials and/or work, which additional materials or work are not included in the initial Scope of Work for the unit, the CITY and CONTRACTOR will prepare and execute a written Agreement or a Purchase Order approved by the City setting forth the materials and/or work and the total cost for the same prior to any such additional materials or services being provided by the CONTRACTOR.

5.3 The CITY's ordering mechanism may be a CITY issued Purchase Order; however, the terms and conditions stated in this Agreement and any amendment thereto will apply. CONTRACTOR shall not exceed amounts expressed herein or in any CITY issued Purchase Order. The CITY's Fiscal Year ends on September 30th of each calendar year. Except for purchases authorized in a prior fiscal year and fully appropriated and funded, the CITY cannot authorize the purchase of additional goods or services beyond September 30th of each calendar year, prior to the annual budget being approved by the CITY's City Commission.

6. MAXIMUM COSTS

6.1 The CONTRACTOR expressly acknowledges and agrees that the total cost to complete all the services under this Agreement shall not exceed Six Hundred Thirty Five Thousand Four Hundred Sixty Eight Dollars and three Cents (\$635,468.03), annually. City Manager may renew this Agreement under the same terms and conditions.

7. INVOICE

7.1 The CONTRACTOR shall submit a monthly an itemized invoice to the CITY for approval for the services provided. The CONTRACTOR shall be paid by the CITY within thirty (30) days of receipt of an approved invoice for all work for the Initial Unit. Invoicing for additional units shall be addressed for each additional unit in the amendment to this Agreement or the CITY's issued purchase order.

7.2 If the CITY disputes any invoice or part of an invoice, CITY shall notify the CONTRACTOR within a reasonable time after receipt of the invoice. CITY reserves the right to off-set, reduce or withhold any payment to the CONTRACTOR until the dispute is resolved.

8. AUDIT BY CITY

8.1 The CONTRACTOR shall permit the CITY, or any authorized representatives of the CITY, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the CONTRACTOR's performance under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Agreement.

9. COPIES OF DATA/DOCUMENTS

9.1 Copies or original documents prepared by the CONTRACTOR in relation to work associated with this Agreement shall be provided to the CITY. Data collected, stored, and/or provided shall be in a form acceptable to the CITY and agreed upon by the CITY.

10. OWNERSHIP

10.1 Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

11. WRITTEN AUTHORIZATION REQUIRED

11.1 The CONTRACTOR shall not make changes in the Scope of Work or work or perform any additional work or provide any additional materials under this Agreement without first obtaining written authorization from the CITY for such additional services or materials. Additional services or materials provided without written authorization shall be done at the CONTRACTOR's sole risk and without payment from the CITY.

12. DEFAULTS, TERMINATION OF AGREEMENT

12.1 If the CONTRACTOR fails to timely perform the work or has failed in any other respect to satisfactorily perform in accordance with this Agreement; or, is in material breach of a term or condition of this Agreement, the City Manager or designee may give written notice to the CONTRACTOR specifying the default(s) to be remedied. Such notice shall set forth a reasonable timeframe for correcting the default(s) and any suggested corrective measures. If the CONTRACTOR does not remedy the default(s) within the timeframe provided in the CITY's notice or commence good faith steps to remedy the default to the reasonable satisfaction of the CITY, the CITY may take such action to remedy the default and all expenses related thereto shall be borne by the CONTRACTOR including, without limitation, utilization of another contractor to provide for such work and all of the CITY's legal fees; and/or, the CITY may withhold any money due or which may become due to the CONTRACTOR for such expense and/or work related to the claimed default. Alternatively, or in addition to the foregoing, if after three (3) business days the CONTRACTOR has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the CITY, the CITY may elect to terminate this Agreement. No cancellation fee or other compensation shall be paid by the CITY for de-mobilization, take-down, disengagement, wind-down, lost profits, or other costs incurred due to termination of this Agreement under this paragraph.

12.2 Notwithstanding paragraph 12.1, the CITY reserves the right and may elect to terminate this Agreement at any time, with or without cause. At such time, the CONTRACTOR would be compensated only for that work which has been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement, wind-down, lost profits, or other costs incurred due to termination of this Agreement under this paragraph.

12.3 If the CITY fails to timely perform in accordance with this Agreement; or, is in material breach of a term or condition of this Agreement, the CONTRACTOR may give written notice to the CITY specifying the default(s) to be remedied. Such notice shall set forth a reasonable timeframe for correcting the default(s) and any suggested corrective measures. If the CITY does not remedy the default(s) within the timeframe provided in the CONTRACTOR's notice or commence good faith steps to remedy the default to the reasonable satisfaction of the

CONTRACTOR, the CONTRACTOR may take such action to remedy the default and all expenses related thereto shall be borne by the CITY; and/or, the CONTRACTOR may withhold any work. Alternatively, or in addition to the foregoing, if after three (3) business days the CITY has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the CONTRACTOR, the CONTRACTOR may elect to terminate this Agreement.

13. INSURANCE

13.1. Prior to commencing any work, the CONTRACTOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Section and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the CITY. Failure to comply with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract. All insurance, other than Workers' Compensation, required hereunder shall specifically include the "City of Lake Worth Beach" as an "Additional Insured" on a primary, non-contributing basis, and the CONTRACTOR shall provide additional insured endorsements section of Certificates of Insurance.

13.2. The CONTRACTOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence (\$2,000,000 aggregate) to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

13.3. The CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

13.4. The CONTRACTOR shall maintain, during the life of this Contract, Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

13.5 The CONTRACTOR shall maintain during the life of this Agreement, Pollution Liability Insurance to include spray application of chemicals in the minimum amount of \$1,000,000.00 per claim.

14. WAIVER OF BREACH

14.1 The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

15. INDEMNITY

15.1 The CONTRACTOR shall indemnify, defend and hold harmless, to the maximum extent permitted by law, the CITY and its officers, agents, employees and representatives, from and

against any and all liability, suit, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death, patent infringement or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), costs and expenses (including attorney's fees, litigation, arbitration, mediation, appeal expenses) to the extent arising out of or alleged to have arisen out of the acts, omissions or neglect of the CONTRACTOR or any of its agents, employees, subcontractors or by anyone the CONTRACTOR directly or indirectly employed.

15.2 The CONTRACTOR's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon the CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

15.3 Compliance with any insurance requirements required elsewhere in this Agreement shall not relieve CONTRACTOR of its liability and obligation to defend, hold harmless and indemnify the CITY as set forth in this section.

15.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or CONTRACTOR. Further, nothing contained in this Agreement shall be construed or interpreted as consent by the CITY to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in section 768.28, Florida Statutes, as amended from time to time.

15.5 The CONTRACTOR's failure to comply with this section's provisions shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

16. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

16.1 This Agreement consists of the terms and conditions provided herein; the RFP (including all specifications, exhibits and addenda attached thereto or referenced therein); and, the CONTRACTOR's Proposal. To the extent that there exists a conflict between this Agreement and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail with the RFP (including all specifications, exhibits and addenda attached thereto) next taking precedence; however, the CONTRACTOR's Proposal for the Initial Unit shall take precedence over the RFP. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

16.2 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding. This Agreement may be executed electronically.

17. ASSIGNMENT

17.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the CITY and the CONTRACTOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the CITY and the CONTRACTOR and not for the benefit or any other party. The CONTRACTOR shall not assign any right or interest in this Agreement, and shall not delegate any duty owned, without the CITY's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

17.2 In the event the CITY consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

18. SUCCESSORS AND ASSIGNS

18.1 Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

19. WAIVER OF TRIAL BY JURY

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

20. GOVERNING LAW AND REMEDIES

20.1 The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be in Palm Beach County, Florida.

20.2 No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

21. TIME IS OF THE ESSENCE

21.1 Time is of the essence in the completion of the Scope of Work as specified herein.

22. NOTICES

22.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the CITY or the CONTRACTOR have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the CONTRACTOR to the CITY shall be given to the CITY address as follows:

City Manager
City of Lake Worth Beach
7 North Dixie Highway
Lake Worth Beach, Florida 33460

All notices, demands or requests from the CITY to the CONTRACTOR shall be given to the CONTRACTOR address as follows:

Mr. Gregory A. Pieschala, President
BrightView Golf Maintenance
27001 Agoura Road, Suite 350
Calabasas, CA 91301

23. SEVERABILITY

23.1 Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

24. DELAYS AND FORCES OF NATURE

24.1 The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Upon the CONTRACTOR'S request, the CITY shall consider the facts and extent of any such delay and failure to timely perform the work for reason beyond the control of the CONTRACTOR and, if the CONTRACTOR'S delay and failure to timely perform was without it or its subcontractors' fault or negligence, as determined by the CITY in its sole discretion, the time of completion shall be extended for any reasonable time that the CITY, in its sole discretion, may decide; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time. If the CONTRACTOR is delayed at any time in the progress of the work by any act or neglect of the CITY or its employees, or by any other contractor employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the CITY pending negotiation or by any cause which the CITY, in its sole discretion, shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY, in its sole discretion, may decide. No extension of time shall be made for any delay occurring more than five (5) days before a claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary. The CONTRACTOR'S sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and CONTRACTOR specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.

24.2 Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest.

25. COUNTERPARTS

25.1 This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Each of the parties shall sign a sufficient number of counterparts, so that each party will receive a fully executed original of this Agreement.

26. LIMITATIONS OF LIABILITY

26.1 Under no circumstances shall either party be liable to the other for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages. There shall be no other limitation of liability between the parties or under this Agreement.

27. PUBLIC ENTITY CRIMES

27.1 CONTRACTOR acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. CONTRACTOR will advise the CITY immediately if it becomes aware of any violation of this statute.

28. PREPARATION

28.1 This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

29. PALM BEACH COUNTY INSPECTOR GENERAL

29.1 In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

30. ENFORCEMENT COSTS

30.1 All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Contract's execution, validity, the obligations provided therein, or performance of this Contract, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract.

31. PUBLIC RECORDS

CONTRACTOR shall comply with Florida's Public Records Laws, Chapter 119, Florida Statutes, and, if it is acting on behalf of the CITY as provided under section 119.011(2), the CONTRACTOR specifically agrees to:

- (a) Keep and maintain public records required by the CITY to perform the services under this Agreement.
- (b) Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within

a reasonable tie at a cost that does not exceed the cost provided in this Chapter 119, Florida Statutes, or as otherwise provided by law.

- (c) Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the CONTRACTOR does not transfer the records to the CITY.
- (d) Upon the completion of the Agreement, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the services. If the CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 586-1660, CITYCLERK@LAKEWORTHBEACHFL.GOV, OR 7 NORTH DIXIE HIGHWAY, LAKE WORTH BEACH, FLORIDA 33460.

32. COPYRIGHTS AND/OR PATENT RIGHTS

32.1 CONTRACTOR warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling of the goods, shipped or ordered, as a result of this Agreement and the CONTRACTOR agrees to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.

33. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

33.1 CONTRACTOR certifies that all material, equipment, etc., contained in this bid meets all OSHA requirements. CONTRACTOR further certifies that, if the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirements in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the CONTRACTOR.

34. FEDERAL AND STATE TAX

34.1 The CITY is exempt from Federal Tax and State Tax for Tangible Personal Property. The Procurement Official will provide the CONTRACTOR with a signed exemption certificate submitted by the CONTRACTOR. CONTRACTOR shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the CITY, nor shall CONTRACTOR be authorized to use the City's Tax Exemption Number in securing such materials.

35. PROTECTION OF PROPERTY

35.1 The CONTRACTOR shall at all times guard against damage or loss to the property of the CITY or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The CITY may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful CONTRACTOR or its agents. The CONTRACTOR shall be responsible to safeguard all of their property such as tools and equipment while on site. The CITY will not be held responsible for any loss of CONTRACTOR property due to theft or vandalism.

36. DAMAGE TO PERSONS OR PROPERTY

36.1 The responsibility for all damage to person or property arising out of or on account of work done under this Agreement shall rest upon the CONTRACTOR, and he/she shall save the CITY harmless from all claims made on account of such damages.

37. WARRANTY

37.1 CONTRACTOR warrants and guarantees to the CITY that work performed and all materials provided under this Agreement shall be in accordance with the Agreement and the other documents specifically included in this Agreement. CONTRACTOR warrants that all materials and parts supplied under this Agreement shall be free from defects for a minimum of 18 months from the final acceptance of the work. CONTRACTOR guarantees that all work performed under this Agreement will be free from defects for a minimum of 18 months from the final acceptance of the work. CONTRACTOR shall provide to the CITY any and all manufacturers' warranties for the goods and services being provided under this Agreement. CONTRACTOR agrees to pay for all transportation and handling costs of returning any equipment or the unit(s), if required, for repair or replacement. If a unit(s) must be returned, CONTRACTOR, shall provide a replacement unit(s) for the duration.

38. SCRUTINIZED COMPANIES

38.1 Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the Contractor or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

38.2 If this Agreement is for one million dollars or more, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the City may immediately terminate this Agreement at its sole option if the Contractor, or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

38.3 The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

38.4 The Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the term of this Agreement, including any and all renewals.

38.5 The Contractor agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Contractor shall immediately notify the City of the same.

38.6 As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

39. E-VERIFY

Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, CONTRACTOR shall:

39.1 Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;

39.2 Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;

39.3 Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the City upon request;

39.4 Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;

39.5 Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,

39.6 Be aware that if the City terminates this Agreement under Section 448.095(2)(c), Florida Statutes, CONTRACTOR may not be awarded a contract for at least one (1) year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the City as a result of the termination of the Agreement.

40. SURVIVABILITY

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

41. NO CONSEQUENTIAL DAMAGES

41.1 In no event shall CITY be liable to CONTRACTOR for any incidental, special, indirect, consequential, or punitive damages arising out of or related to this Agreement, whether such alleged damages are labeled in tort, contract, or otherwise, and even if Vendor has been advised of the possibility of such damages.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF the parties hereto have made and executed this Golf Course Maintenance Services Agreement to the CONTRACTOR on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Deborah M. Andrea, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director

CONTRACTOR: **BrightView Golf Maintenance, Inc.**

By: Greg A. Pieschala

[Corporate Seal]

Print Name: Gregory A. Pieschala

Title: President

STATE OF California
COUNTY OF Los Angeles

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 30th day of June 2021, by Gregory A. Pieschala, as the President [title] of **BrightView Golf Maintenance, Inc.**, a corporation who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind CONTRACTOR to the same.

Marie Moyer

Notary Public Signature
Notary Seal:

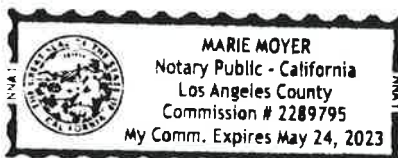


Exhibit "A"
Contractor's Rate Schedule

COST EFFECTIVENESS ANALYSIS

CONTRACT MAINTENANCE LABOR COSTS	Monthly Unit Cost	Annual Total
GENERAL LABOR REGULAR	\$ 11,500.00	\$ 138,000.00
GENERAL LABOR BURDEN	\$ 2,191.25	\$ 26,295.00
MECHANIC LABOR REGULAR	\$ 4,377.91	\$ 52,534.96
MECHANIC LABOR BURDEN	\$ 607.74	\$ 7,292.85
SUPERVISORY LABOR REGULAR	\$ 8,523.60	\$ 102,283.17
SUPERVISORY LABOR BURDEN	\$ 1,682.63	\$ 20,191.52
TOTAL CONTRACT MAINTENANCE LABOR COSTS	\$ 28,883.13	\$ 346,597.50
CONTRACT MAINTENANCE MATERIALS		
IRRIGATION & DRAINAGE	\$ 500.00	\$ 6,000.00
SAND & TOPDRESS	\$ 736.25	\$ 8,835.03
FERTILIZER MATERIALS	\$ 2,469.76	\$ 29,637.09
PESTICIDES & WEED CONTROL	\$ 4,500.00	\$ 54,000.00
SEED & SOD	\$ 376.88	\$ 4,522.51
PINE STRAW	\$ 125.00	\$ 1,500.00
COURSE SUPPLIES	\$ 270.83	\$ 3,250.00
JANITORIAL SUPPLIES & SERVICE	\$ 25.00	\$ 300.00
SUBCONTRACTORS (Aquatics/#3 Tee)	\$ -	\$ -
TOTAL CONTRACT MAINTENANCE MATERIALS	\$ 9,003.72	\$ 108,044.63
EQUIPMENT MAINTENANCE & OPERATION		
EQUIPMENT REPAIR & PARTS	\$ 1,833.33	\$ 22,000.00
GAS & OIL	\$ 1,500.00	\$ 18,000.00
SHOP MATERIALS & SUPPLIES	\$ 150.00	\$ 1,800.00
HAND TOOLS & POWER EQUIPMENT	\$ 50.00	\$ 600.00
TOTAL EQUIPMENT MAINT. & OPERATION	\$ 3,764.33	\$ 45,171.92
EQUIPMENT INVESTMENTS		
NEW EQUIPMENT YEARLY DEPRECIATION	\$ 5,812.96	\$ 69,755.52
LICENSES, INSURANCE, AND PROPERTY TAX	\$ 166.67	\$ 2,000.00
TOTAL EQUIPMENT INVESTMENTS	\$ 5,979.63	\$ 71,755.52
GENERAL & ADMINISTRATIVE		
SAFETY & TRAINING	\$ 270.83	\$ 3,250.00
UNIFORM & LAUNDRY	\$ 100.00	\$ 1,200.00
ADMINISTRATIVE EXPENSES	\$ 285.00	\$ 3,420.00
DEFERRED PROFIT SHARING	\$ 207.33	\$ 2,488.00
TELEPHONES, RADIOS & DATA LINES	\$ 275.00	\$ 3,300.00
DELIVERY & COURIER	\$ 20.00	\$ 240.00
TOTAL GENERAL & ADMINISTRATIVE	\$ 1,158.17	\$ 13,898.00
Total Course Maintenance Expense	\$ 48,788.96	\$ 585,467.57
Total Overhead & Profit	\$ 4,166.71	\$ 50,000.46
*TOTAL YEAR ONE COST TO CITY	\$ 52,955.67	\$ 635,468.03

*The cost is all inclusive for all services requested in solicitation document.

City of Lake Worth Beach Golf Course	QTY	Unit	Unit Cost	Total Cost
Contract Fee (Year 1)	12	MO	\$ 48,788.96	\$ 585,467.57
Management Fee (Year 1)	1	EA	\$ 50,000.46	\$ 50,000.46
Contract Fee (Year 2)	12	MO	\$ 48,788.96	\$ 585,467.57
Management Fee (Year 2)	1	EA	\$ 50,000.46	\$ 50,000.46
Contract Fee (Year 3)	12	MO	\$ 48,788.96	\$ 585,467.57
Management Fee (Year 3)	1	EA	\$ 50,000.46	\$ 50,000.46
TOTAL BASE FEE (3 YEAR TOTAL)				\$ 1,906,404.08



27001 Agoura Road, Suite 350 ♦ Calabasas, California 91301
Phone (818) 223-8500 ♦ Fax (818) 225-2336

To: City of Lake Worth
1 7th Ave N.
Lake Worth Beach, FL 33460

Date: July 1, 2021

Attention: Matt DeRosa, Golf Course Manager

BVGM
Course #: 207535

Course Name: City of Lake Worth Beach Golf Course

We are sending you:

No. of Copies	Date	Description
1	Undated	Executed Agreement

Remarks:

Please return an executed copy for our file and let me let me know if you need anything further.
Thank you very much!

Very truly yours,

Barbara Jimenez

Barbara Jimenez
Office Manager
(818)737-2735
Barbara.Jimenez@brightview.com

cc:



City of Lake Worth Beach

Evaluation Matrix

May 20, 2021 - 1:00 PM

RFP 21-205 Golf Course Maintenance Services

RANKED:

1

3

4

2

Evaluation Criteria Score Sheet:

**Brightview Golf
Maintenance, Inc.**

**Landscapes Golf
Management, LLC**

SSS Down to Earth OPCO II LLC

**CYPRESS GOLF
MANAGEMENT, LLC**

1	Responsiveness to RFP	74	75	75	75
2	Cost Effectiveness	39	52	57	54
3	Successful Experience and Qualification of Staff/Firm	88	76	70	70
4	Similar Projects and References	59	42	41	54
5	Default, Termination, Litigation, Debarment, etc.	15	14	15	15
Total Points Received:		275	259	258	268

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: August 17, 2021

DEPARTMENT: Financial Services

TITLE:

Discussion regarding updating the City's Procurement Code

SUMMARY:

The discussion will address updating the City's current Procurement Code in order to provide for the assistance to minority-owned, women-owned and veteran-owned businesses

BACKGROUND AND JUSTIFICATION:

The City's Procurement Code (currently Article XIV of Chapter 2 of the City's Code of Ordinances) applies to the purchase of all goods and/or services (including construction) and the expenditure of public funds for such purchases. The City substantially revised its Procurement Code in October 2019 and correspondingly adopted a Procurement Policy. The policy of the City is to afford all businesses an opportunity for participation in the City's procurement processes and to prohibit discrimination by the City or its providers of goods and or services. The City Procurement Code currently provides certain preferences in Invitations to Bids to local and small businesses. At this time, the Procurement Code needs to be updated to expand the preferences to include Request for Proposals and Request for Qualifications to local and small businesses and to add preferences to qualifying minority-owned, women-owned, and veteran-owned businesses.

MOTION:

Direction from the Commission

ATTACHMENT(S):

Fiscal Impact – N/A
Procurement Process Presentation
Current Procurement Code

Sec. 2-117. Assistance to local businesses and small businesses.

- (a) *Purpose.* The policy of the city is to afford all businesses an opportunity for participation in the city's procurement processes and to prohibit discrimination by the city or its providers of goods and/or services. The purpose of this section is to serve the public interest by spurring economic development through encouraging small businesses to locate and remaining in Palm Beach County, especially the city. The city will take all necessary, reasonable and legal action to prevent discrimination in its procurement process, to afford all businesses, including local and small businesses, are afforded the maximum opportunity to participate in the city's procurement processes.
- (b) *Local preference.* As set forth herein, preference will be given to a local business (entity or person) with a physical address within the corporate limits of the City of Lake Worth. Proof of the person's or entity's residency shall be a valid business tax receipt issued by the city and certificate of occupancy within the city.
- (1) In an IFB where the anticipated total procurement value exceeds fifty thousand dollars (\$50,000.00), the city commission may give preference to a local business, if and only if, the local business is determined to be a responsible and responsive bidder and the local business' bid is determined to be within five (5) percent or fifteen thousand dollars (\$15,000.00), whichever is less, of the lowest, responsible and responsive bid.
 - (2) Exceptions. The local business preference shall not apply for the procurement of goods and/or services if such preference is prohibited by law, contract or other regulation applicable to the city.
 - (3) The procurement division and city staff are strongly encouraged to utilize local businesses for purchases that are anticipated to have a total value of less than fifty thousand dollars (\$50,000.00) and for purchases made on the procurement card.
- (c) *Small business preference.*
- (1) The city may utilize the databases of Palm Beach County Office of Small Business and the small business program of other municipalities within Palm Beach County to acquire lists of potential vendors for procurement opportunities. The city will also abide by the definitions and dollar limits established to determine the qualifications of a small business. Businesses or firms currently certified with either Palm Beach County or a Palm Beach County municipality will automatically be acceptable to the city as a small business for purposes of this subsection.
 - (2) In an IFB where the anticipated total procurement value exceeds fifty thousand dollars (\$50,000.00), the City commission may give preference to a small business, if and only if, the small business is determined to be a responsible and responsive bidder and the small business' bid is determined to be within five (5) percent or fifteen thousand dollars (\$15,000.00), whichever is less, of the lowest, responsible and responsive bid.
 - (3) Exceptions. The small business preference shall not apply for the procurement of goods and/or services if such preference is prohibited by law, contract or other regulation applicable to the city.
 - (4) The procurement division and city staff are strongly encouraged to utilize small businesses for purchases that are anticipated to have a total value of less than fifty thousand dollars (\$50,000.00) and for purchases made on the procurement card.
- (d) *Order of preferences.* For the purpose of determining the best value in the award of an IFB where both the local business and small business preference are applicable, the local business preference shall take precedence over the small business preference.

(Ord. No. 2013-13, § 7, 1-15-13; Ord. No. 2019-09, § 2, 10-15-19)

Created: 2021-07-13 08:56:57 [EST]

(Supp. No. 152)

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: August 17, 2021

DEPARTMENT: Electric

TITLE:

Ratification of First Amendment to Work Order No. 2 with Service Electric Company for additional construction services for the 138kV Transmission Static Line Project

SUMMARY:

Ratification of First Amendment to Work Order No. 2 with Service Electric Company approves the emergency authorization provided to Service Electric Co. to provide additional construction services for the 138kV Transmission Static Line Project at a cost not to exceed \$257,855. This project has been identified as an element of the City's electric utility System Hardening and Reliability Improvement Project (SHRIP) and for which bonds were sold in November 2020.

BACKGROUND AND JUSTIFICATION:

The City previously issued a Request for Proposals in 2018 (RFP 18-219) to provide letters of interest and qualifications from companies/firms to provide 138kV utility transmission line repairs, maintenance, and new construction services. Service Electric Company (SEC) was one of three firms selected under RFP 18-219 to provide these services. The term of this agreement is for (3) years with (2) two additional single year renewals.

On August 28th, 2020, the City Commission approved Work Order No. 2 to SEC, for the 138kV Transmission Static Line Project. The scope of work for this project included replacement of the static line brackets, complete grounding and bonding of the static line and top damaged 138kV Transmission Line poles as needed. The work for this project was to be completed along both segments of the Tie-Line which are the Hypoluxo to Main and the Canal to Main segments, each offering different types of challenges.

The Static line is the upper-most wire on the City's 138kV Transmission Line and serves to protect the live 138kV power lines below it in the event of a lightning strike or during storm events. Through inspections, it was found that the static line required additional grounding & bonding to effectively protect the 138kV Transmission Lines and mitigate a potential outage in the event of a lightning strike. In addition to replacing the static wire brackets, several of the 138kV transmission poles required that the top six inches be removed due to spalling to facilitate reinstallation of the static line brackets and provide a secure mounting connection.

At the time of the initial work order, it was known that additional work would be required to complete the project, however the full extent and duration of the additional work would not be evident until the project was started and field conditions verified. The additional work was initially identified as installation and removal of matting & blocking, rail way flaggers, Maintenance of Traffic (MOT) and vegetation management. A budget of \$250,000 was set up and included as part of FY21 SHRIP improvements to fund the anticipated additional costs.

The project was kicked off on July 6th and SEC began work immediately working both the Canal to Main and Hypoluxo to Main segments. As work along the Hypoluxo to Main section began, SEC line crews experienced poor soil conditions, uneven ground and thick vegetation along the CSX corridor. It was confirmed that SEC would need to install matting that would allow the high-line trucks access without getting stuck in addition to providing a suitable platform for the high-line trucks at each pole location. Additional support was also required to assist the City's

vegetation crews to clear the path of vegetation along the CSX corridor for SEC's matting team. Additional costs were also incurred for Maintenance of Traffic (MOT) and for rail worker flaggers to keep the crews safe while working along the roadways and within the CSX rail corridor. Emergency authorization was provided in order for SEC to provide the additional work in order to keep the project moving forward and eliminate costs for remobilization and time-delays. All work has been completed to date without incident. The costs for additional services for the installation/removal of matting & blocking, vegetation management, railway flaggers and maintenance totaled \$257,855.

MOTION:

Move to ratify/not ratify the First Amendment to Work Order No. 2 with Service Electric Company, for additional construction services for the 138kV Transmission Static Line Project in the amount not to exceed \$257,855.

ATTACHMENT(S):

Fiscal Impact Analysis
First Amendment

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	\$257,855	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	\$257,855	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

B. Recommended Sources of Funds/Summary of Fiscal Impact: Funds have been identified in account No. 421-6034-531-63.15, Project No. SH1802 and Project SH2101.

Account Number	Account Description	Project Number	FY21 Budget	Current Balance	Agenda Expenditure	Balance
421-6034-531-63.15	Improve Other than Build / Infrastructure	SH1801	\$830,688	\$246,999	-\$47,938	\$199,061
421-6034-531-63.15	Improve Other than Build / Infrastructure	SH2101	\$250,000	\$209,917	-\$209,917	\$0

**CONTRACT FOR 138kV UTILITY TRANSMISSION LINE REPAIRS,
MAINTENANCE & NEW CONSTRUCTION
FIRST AMENDMENT TO WORK ORDER NO. 2
Transmission Static Line Repairs**

FIRST AMENDMENT TO WORK ORDER No. 2 for 138kV Utility Transmission Line Repairs, Maintenance & New Construction ("Amendment" hereafter) is made on _____, between the **City of Lake Worth Beach**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City") and **Service Electric Company**, a Florida corporation ("Contractor").

1.0 Project Description:

The City desires the Contractor to provide all goods, services, materials and equipment identified herein related to the 138kV Utility Transmission Line Repairs, Maintenance & New Construction project generally described as: **Additional work associated with the 138kV Transmission Static Line Project** (the "Project"). The Project is more specifically described in the proposal prepared by Service Electric Company, dated July 13th, 2021 and are incorporated herein by reference.

2.0 Scope

Under this Amendment, the Contractor will provide the City of Lake Worth Beach with additional construction, matting, Maintenance of Traffic (MOT), railroad flaggers and Right-of-Way (ROW) Vegetation Management services for the Project as specified in the **Contractor's proposal attached hereto and incorporated herein as Exhibit "1"**.

3.0 Schedule and Liquidated Damages

Substantial completion of all services and work under this Amendment shall be within **10** calendar days from the Effective Date of this Amendment. Final completion of all services and work (and all punch-list items (if any)) under this Amendment shall be within **15** calendar days from the Effective Date of this Amendment. The Effective Date of this Amendment is the date following the parties' execution of this Amendment and the City's delivery of a Notice to Proceed to the Contractor via e-mail, facsimile or other form of delivery as documented by the City. Substantial completion occurs when the services and work has progressed to the point where, in the opinion of the City, the work is sufficiently complete in accordance with the Contract Documents and this Amendment, so that the Project can be utilized for the purposes for which it is intended. Final completion occurs when all services and work (including punch-list items) has been completed and the project becomes fully operational and accepted by the City.

Liquidated Damages. The City and Contractor recognize that time is of the essence under this Amendment and the Contract Documents, and that the City will suffer financial loss if the services and work described in this Amendment and the Contract Documents are not completed within the times specified in this Amendment. The City and Contractor recognize, agree and acknowledge that it would be impractical and extremely difficult to ascertain and fix the actual damages that the City would suffer in the event Contractor neglects, refuses, or otherwise fails to complete the services and work within the time specified. Accordingly, instead of requiring any such proof, the City and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the City **100** dollars (\$100 .00) for each day that expires after the time specified in this Amendment.

4.0 Compensation

This Amendment is issued for a lump sum, not to exceed amount of \$ 257,855.00. The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount.

The following Direct Purchases are to be made under this Amendment by the City:

None

5.0 Project Manager

The Project Manager for the Contractor is Shane Niemann, phone: 352-231-9859; email: sniemann@serviceelectricco.com ; and, the Project Manager for the City is Paul Nicholas, phone: 561-533-7353; email: pnicholas@lakeworthbeachfl.gov

6.0 Progress Meetings

The Contractor shall schedule periodic progress review meetings with the City Project Manager as necessary but every 30 days as a minimum.

7.0 Contractor's Representations

In order to induce the City to enter into this Amendment, the Contractor makes the following representations:

7.1 Contractor has familiarized itself with the nature and extent of the Contract Documents including this Amendment, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work.

7.2 Contractor has obtained at his/her own expense and carefully studied, or assumes responsibility for obtaining and carefully studying, soil investigations, explorations, and test reports which pertain to the subsurface conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the work as Contractor considers necessary for the performance or furnishing of the work at the stated Amendment price within the Amendment stated time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the RFP; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or is deemed necessary by Contractor for such purposes.

7.3 Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or is deemed necessary by the Contractor in order to perform and furnish the work under this Amendment price, within the Amendment time and in accordance with the other terms and conditions of the Contract Documents.

7.4 Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.5 Contractor has given the City's Contract Administrator written notice of all conflicts, errors or discrepancies that he or she has discovered in the Contract Documents and the written resolution thereof by City or its designee is acceptable to the Contractor.

8.0 Warranty

Warranty. The Contractor warrants and guarantees to the City that all services and work provided under this Amendment will be in accordance with this Amendment and the other Contract Documents. The Contractor warrants that (a) all materials and parts supplied under this Amendment shall be free from defects for one (1) year from the final completion of all work (unless a longer manufacturer warranty applies); (b) all services and work performed under this Amendment will be free from defects for one (1) year from the final completion of all work and the project shall be fully operational without unreasonable downtime or failures; and (c) that the services and work will conform to the requirements of the Contract Documents. If, at any time prior to the expiration of the one (1) year warranty period, the City discovers any failure or breach of the Contractor's warranties or the Contractor discovers any failure or breach of the Contractor's warranties, the Contractor will, upon written notice from City or of its own accord, at the Contractor's sole cost and expense, promptly correct such failure or breach (which corrective action must include, without limitation, any necessary removal, disassembly, reinstallation, repair, replacement, reassembly, retesting, and/or re-inspection of any part or portion of the work and any other property damaged or affected by such failure, breach, or corrective action). The Contractor will remedy any such failure or breach so, to the extent possible, to avoid unnecessary disruptions to the operations of City or its systems. In the event the Contractor fails to initiate and diligently pursue corrective action within five (5) days of the Contractor's receipt of the City's notice or the Contractor's discovery of the same, the City may undertake such corrective action at the Contractor's expense.

7.0 Authorization

This Amendment is pursuant to the 138kV Utility Transmission Line Repairs, Maintenance & New Construction Contract for between the City of Lake Worth and the Contractor, dated **December 4, 2018** ("Contract" hereafter). If there are any conflicts between the terms and conditions of this Amendment and the Contract, the terms and conditions of the Contract shall prevail.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF the parties hereto have made and executed this Amendment to Work Order No. 1 to the 138kV Utility Transmission Line Repairs, Maintenance & New Construction Agreement on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, CMC, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director

CONTRACTOR:

Service Electric Company

By: James E. Bowen

[Corporate Seal]

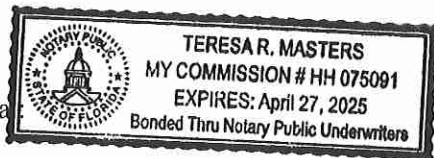
Print Name: James E. Bowen

Title: Sr. Vice-President

STATE OF Florida)
COUNTY OF Lake)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 2nd day of August 2021, by James E. Bowen, as the Sr. VP [title] of Service Electric Co., a Corporation authorized to do business in the State of Florida, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

Notary Seal



Teresa R. Masters
Notary Public Signature

EXHIBIT "1"
Contractors Proposal



SERVICE ELECTRIC Company

P.O. Box
3656
1631 East 25th Street
Chattanooga, TN 37404
Phone (423) 265-3161
FAX (423) 265-3960

July 13, 2021

City of Lake Worth
Attn: Paul Nicholas
Transmission & Substation Engineering Manager
Electric Utilities Department
1900 2nd Ave. North
Lake Worth, FL 33461

Matting Breakdown

Type	# Mats	Estimated Days	Price	Totals
Wood	300	12	\$15/mat/day	\$ 54,000.00
Composites	700	12	\$15/mat/day	\$ 126,000.00
<i>Pricing per contract clarifications.</i>			Matting Total	\$ 180,000.00

Flagging and MOT Breakdown

Type	Crews	Estimated Days	Price	Totals
Railroad Flaggers	2	12	\$1,300/crew/day	\$ 31,200.00
MOT	1	10	\$1,500/crew/day	\$ 15,000.00
ROW Vegetation	1	10	\$2,000 Mobilization + \$1,950/crew/day	\$ 21,500.00
<i>Cost Plus 15% per Contract</i>			Subcontractor Total at Cost Plus 15%	\$ 77,855.00

Total Work Change Proposal Amount: **\$257,855.00**

Clarifications

- a) SEC assumes outages or hot-lines will be granted as needed. Any delays will be billed at the contracted labor and equipment rates.
- b) SEC has not reviewed all 114 transmission pole locations. As such, if matting is needed, matting would be supplied at **\$15/mat/day**. Pricing does not include any MOT signage, flagging or lane closures.
- c) Any third party expense (labor/material, etc.) will be billed at cost plus 15% against the lump sum pricing.
- d) Pricing is good for work to start and complete in 2020.
- e) Proposal is based on the City of Lake Worth to provide secure lay-down/show-up yard within 5 miles of line to serve as SEC's "show-up".
- f) Price assumes all permits (Egress and Ingress to the Right-of-Way, MOT, Environmental, etc.), if needed, will be obtained by the City of Lake Worth. No costs associated with permitting is included in SEC's pricing.
- g) Price above is calculated based upon one mobilization and one demobilization. Additional mobilizations will be subject to the extensions of the not-to-exceed pricing.
- h) Pricing does not include mandatory night or weekend work; none anticipated.
- i) Pricing does not include any ground rods or the cost to drive them.
- j) Pricing does not include any pole drilling or cost of pole tops or installation of pole tops (bird diverters, if needed).
- k) All pricing is submitted as daytime, work. The specific poles that were struck by lightning were viewed. Any double circuit or modified delta configuration may require an outage (on one circuit). If done at night, there would be an adder of \$1,800/night.

Shane W. Niemann, EI

Project Manager
SERVICE ELECTRIC *Company*
P.O. Box 490420
31729 Executive Blvd., Leesburg, FL 34749-0420
www.serviceelectricco.com

Cell: 352-231-9859
A Quanta Services Company | www.quantaservices.com | NYSE:PWR



AGENDA
CITY OF LAKE WORTH BEACH
REGULAR CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, SEPTEMBER 07, 2021 - 6:00 PM

ROLL CALL:

INVOCATION OR MOMENT OF SILENCE: led by Vice Mayor Herman Robinson

PLEDGE OF ALLEGIANCE: led by Commissioner Sarah Malega

AGENDA - Additions / Deletions / Reordering:

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

COMMISSION LIAISON REPORTS AND COMMENTS:

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:

APPROVAL OF MINUTES:

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

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

- A. Utility Easement by and between Gustavo G. Moro and the City of Lake Worth Beach

PUBLIC HEARINGS:

- A. Ordinance No. 2021-11 – Second Reading – amending the candidate qualifying period

UNFINISHED BUSINESS:

NEW BUSINESS:

CITY ATTORNEY'S REPORT:

CITY MANAGER'S REPORT:

UPCOMING MEETINGS AND WORK SESSIONS:

ADJOURNMENT: