



**AGENDA**  
**CITY OF LAKE WORTH BEACH**  
**REGULAR CITY COMMISSION MEETING**  
**CITY HALL COMMISSION CHAMBER**  
**TUESDAY, NOVEMBER 02, 2021 - 6:00 PM**

**ROLL CALL:**

**INVOCATION OR MOMENT OF SILENCE:** led by Commissioner Kimberly Stokes

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

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

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

A. Presentation regarding opportunities at the City's Oceanfront Park

**COMMISSION LIAISON REPORTS AND COMMENTS:**

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

**APPROVAL OF MINUTES:**

A. [Regular Meeting - October 5, 2021](#)

B. [Regular Meeting - October 19, 2021](#)

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

A. [Ratification of an appointment to the Community Redevelopment Agency](#)

B. [Proclamation recognizing Cardinal Newman High School on their 60th Anniversary](#)

C. [Proclamation declaring November 2021 as National American Indian Heritage Month](#)

D. [Resolution No. 81-2021 – Amendment 001 to the CDBG Howard Park Improvements Project Agreement](#)

**PUBLIC HEARINGS:**

A. [Resolution No. 77-2021 – abandoning an approximately 40-foot-wide section of public right-of-way known as 9<sup>th</sup> Avenue South located between the alley east of South N Street and west of South Federal Highway](#)

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

C. [Ordinances Nos. 2021-18 and 2021-19 - First Reading - City-initiated small-scale Future Land Use Map \(FLUM\) amendment \(Ordinance 2021-18\) and Zoning Map amendment \(Ordinance 2021-19\) on behalf of Dixie Capital Partners LLC in](#)

[coordination with the City of Lake Worth Beach's Electric Utility requesting a FLUM amendment from the Mixed Use - East \(MU-E\) FLU to the Public \(P\) FLU, and a rezoning from the Mixed Use – Dixie Highway \(MU-Dixie\) zoning district to the Public \(P\) zoning district on properties located at 706 South H Street and 710 South H Street](#)

- D. [Ordinance No. 2021-15 – Second Reading - amending the Procurement Code](#)

### **UNFINISHED BUSINESS:**

- A. Discussion regarding Education Task Force

### **NEW BUSINESS:**

- A. [Resolution No. 78-2021 – supporting improvements to the Blueway Trail](#)  
B. [Replat and re-naming of a portion of the Hammon Park Subdivision](#)  
C. [Interlocal Agreement with Lake Worth Beach Community Redevelopment Agency to cover costs for Downtown Property Public Outreach and Master Plan Development](#)  
D. [Resolution No. 79-2021 – First Operating Budget Amendment to reflect the contribution by the CRA and subsequent payment for the master plan study](#)  
E. [Resolution No. 80-2021 - approving the 2022 Agreement with the Supervisor of Elections and establishing the City's Canvassing Board for the March 2022 Election](#)  
F. Discussion regarding next steps for the City's Oceanfront Park

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

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

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

November 8 @ 5 pm - work session

November 16 - regular meeting

November 30 - electric utility

[Draft Agenda - November 16, 2021](#)

### **ADJOURNMENT:**

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

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

**MINUTES  
CITY OF LAKE WORTH BEACH  
REGULAR CITY COMMISSION MEETING  
CITY HALL COMMISSION CHAMBER  
TUESDAY, OCTOBER 5, 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:** (0:01) 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 Melissa Ann Coyne.

**INVOCATION OR MOMENT OF SILENCE:** (0:15) led by Commissioner Christopher McVoy.

**PLEDGE OF ALLEGIANCE:** (1:09) led by Vice Mayor Herman Robinson.

**AGENDA - Additions/Deletions/Reordering:** (1:24)

Public Hearing B, Ordinance Nos. 2021-13 and 2021-14, regarding a FLUM and zoning amendment, were deleted from the agenda and would be heard at the October 19, 2021 regular meeting. New Business I, Discussion regarding Covid policies related to the workplace, was deleted from the agenda. New Business D, Resolution No. 71-2021 - Intent to abandon an approximately 40-foot-wide section of public right-of-way known as 9<sup>th</sup> Avenue South located between the alley east of South N Street and west of South Federal Highway was reordered to immediately precede Public Hearing A, the quasi-judicial hearing regarding Burke Place.

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

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

**PRESENTATIONS:** (6:28) there is no public comment on Presentation items)

A. Presentation by Lara Donlon, City Attorney, regarding COVID vaccinations (6:40)

B. Presentation by Christine Sylvain, Executive Director of Path to College Fellowship (10:35)

**COMMISSION LIAISON REPORTS AND COMMENTS:** (19:48)

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

**APPROVAL OF MINUTES:** (38:53)

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

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

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

**CONSENT AGENDA:** (39:08) (public comment allowed during Public Participation of Non-Agendaed items)

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

- A. Sixth Amendment to Professional Services Agreement with Ben Few & Company, Inc.

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

(reordered) **NEW BUSINESS:**

- D. Resolution No. 71-2021 - Intent to abandon an approximately 40-foot-wide section of public right-of-way known as 9<sup>th</sup> Avenue South located between the alley east of South N Street and west of South Federal Highway (39:34)

City Attorney Torcivia did not read the resolution.

RESOLUTION NO. 71-2021 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, DECLARING THE INTENTION OF THE CITY COMMISSION TO CONSIDER THE ABANDONMENT OF AN APPROXIMATELY 40 FOOT WIDE RIGHT-OF-WAY LOCATED BETWEEN 827 SOUTH FEDERAL HIGHWAY AND 901 SOUTH FEDERAL HIGHWAY AND REVERTING BACK TO THE PROPERTY OWNERS OF SAID ABUTTING PROPERTIES (PCN: 38-43-44-27-01-021-0160 AND 38-43-44-27-01-030-0090) AS DESCRIBED HEREIN; SETTING A PUBLIC HEARING TO HEAR AND CONSIDER PUBLIC COMMENTS TO THE PROPOSED ABANDONMENT; PROVIDING AN EFFECTIVE DATE

**Action:** Motion made by Commissioner Malega and seconded by Commissioner McVoy to table Resolution No. 71-2021 - Intent to abandon an approximately 40-foot-wide section of public right-of-way known as 9<sup>th</sup> Avenue South located between the alley east of South N Street and west of South Federal Highway.

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

**PUBLIC HEARINGS:**

- A. Ordinance No. 2021-16 – First Reading – Quasi-judicial – Consideration of an application for a Residential Urban Planned Development, Major Site Plan, and Conditional Use Permit located at 825 and 827 South Federal Highway (Burckle Place III) and on a portion of 9th Avenue South right-of-way (1:11:41)

City Attorney Torcivia read the ordinance by title only.

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

**Action:** Motion made by Commissioner McVoy and seconded by Commissioner Stokes to approve Ordinance No. 2021-16 with modifications on first reading and set the second reading and public hearing for November 2, 2021.

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

- B. (moved to October 19) Ordinance No. 2021-13 and Ordinance No. 2021-14 – First Reading – amending the Future Land Use Map (FLUM) amendment (Ordinance 2021-13) and the Zoning Map (Ordinance 2021-14) on behalf of the PBC School District as follows: (1) a FLUM amendment from the Single Family Residential (SFR) FLU to the Public (P) FLU; and (2) a rezoning from the Single-Family Residential (SF-R) zoning district to the Public (P) zoning district on properties located at 1509 Barton Road, 1511 Barton Road, 1515 Barton Road, and 1421 Barton Road

The meeting adjourned at 8:12 PM and reconvened at 8:29 PM.

**NEW BUSINESS:**

- D. Resolution No. 71-2021 - Intent to abandon an approximately 40-foot-wide section of public right-of-way known as 9<sup>th</sup> Avenue South located between the alley east of South N Street and west of South Federal Highway (3:02:25)

**Action:** Motion made by Commissioner Malega and seconded by Commissioner McVoy to remove from the table Resolution No. 71-2021 - Intent to abandon an approximately 40-foot-wide

section of public right-of-way known as 9<sup>th</sup> Avenue South located between the alley east of South N Street and west of South Federal Highway.

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

**Action:** Motion made by Commissioner McVoy and seconded by Commissioner Stokes to approve Resolution No. 71-2021 - Intent to abandon an approximately 40-foot-wide section of public right-of-way known as 9<sup>th</sup> Avenue South located between the alley east of South N Street and west of South Federal Highway.

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

**UNFINISHED BUSINESS:**

There were no Unfinished Business items on the agenda.

**NEW BUSINESS:** (3:09:30)

A. Authorize water meter purchase with Badger Meter for the City's Water Utility Department (3:09:52)

**Action:** Motion made by Vice Mayor Robinson and seconded by Commissioner McVoy to authorize the water meter purchase with Badger Meter for the City's Water Utility Department.

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

B. Authorize water meter encoders purchase with The Avanti Company for the City's Water Utility Department (3:11:07)

**Action:** Motion made by Commissioner Malega and seconded by Commissioner Stokes to authorize water meter encoders purchase with The Avanti Company for the City's Water Utility Department.

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

C. Property and Insurance Services renewals with Public Risk Insurance Agency and City insurance coverage for FY2021-2022 (3:11:42)

**Action:** Motion made by Vice Mayor Robinson and seconded by to Commissioner Malega approve Property and Insurance Services renewals with Public Risk Insurance Agency and City insurance coverage for FY2021-2022.

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

D. (reordered to precede Public Hearing A) Resolution No. 71-2021 - Intent to abandon an approximately 40-foot-wide section of public right-of-way known as 9<sup>th</sup> Avenue South located between the alley east of South N Street and west of South Federal Highway

E. Interlocal Agreement with Treasure Coast Regional Planning Council to undertake a Downtown Property Public Outreach and Master Plan Development Study (3:22:09)

**Action:** Motion made by Commissioner Malega and seconded by Commissioner McVoy 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 Commissioner McVoy to approve the Interlocal Agreement with Treasure Coast Regional Planning Council to undertake a Downtown Property Public Outreach and Master Plan Development Study.

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

F. Discussion regarding potential ballot questions for the March 2022 municipal election (4:05:58)

**Action:** Consensus to discuss the item in depth at the next regular Commission meeting on October 19, 2021.

G. Discussion regarding next steps for the Beach complex (4:16:16)

**Action:** Consensus to schedule a work session to discuss the issue.

H. Discussion regarding the process for handing complaints about dangerous traffic conditions (4:42:59)

**Action:** Consensus to develop a process related to traffic and bring the item back on November 2, 2021 with backup for the public to review.

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

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

I. (deleted) Discussion regarding Covid policies related to the workplace

**CITY ATTORNEY'S REPORT:**

City Attorney Torcivia did not provide a report.

**CITY MANAGER'S REPORT:**

Interim City Manager Ruiz did not provide a report.

**UPCOMING MEETINGS AND WORK SESSIONS:**

October 19 - regular meeting

October 21 - work session

October 28 - electric utility meeting

A. Draft Agenda - October 19, 2021

**ADJOURNMENT:** (4:55:18)

**Action:** Motion made by Malega and seconded by Commissioner McVoy to adjourn the meeting at 10:57 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: November 2, 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, OCTOBER 19, 2021 - 6:00 PM**

The meeting was called to order by Mayor Resch on the above date at 6:07 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

**ROLL CALL:** (0:15) 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 Melissa Ann Coyne.

**INVOCATION OR MOMENT OF SILENCE:** (0:34) led by Mayor Betty Resch.

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

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

There were no changes to the agenda.

**PRESENTATIONS:** (1:27) there is no public comment on Presentation items)

A. Proclamation recognizing the week of October 18-24, 2021 as Florida City Government Week (2:10)

**Action:** Consensus to send a letter of encouragement to all of the cities in Florida to oppose HB1 spearheaded by Vice Mayor Robinson.

B. Audit Presentation regarding the Annual Comprehensive Financial Report as of September 30, 2020 by RSM US LLP auditors Brett Friedman, Partner and Harris Anil, Senior Manager (5:36)

**COMMISSION LIAISON REPORTS AND COMMENTS:** (32:17)

**Action:** Consensus to bring forward a naming policy for City facilities/activities/sponsorships.

**Action:** Consensus for each commissioner to have five minutes to present their ideas at the work session on Thursday, October 21, 2021.

**PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:** (1:24:01)

**APPROVAL OF MINUTES:** (1:29:29)

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

- A. Regular Meeting - September 21, 2021
- B. Special Meeting - September 24, 2021
- C. Special Meeting - September 27, 2021

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

**CONSENT AGENDA:** (1:29:39) (public comment allowed during Public Participation of Non-Agendaed items)

**Action:** Motion made by Commissioner Stokes and seconded by Commissioner Malega to approve the Consent Agenda:

- A. Resolution No. 72-2021 – requesting funding for a FUSION Mini-Project Grant Application for South End Recreation Programs
- B. Change Order 02-final to Globaltech, Inc. for the Utility Radio System Phase 1 Project
- C. Proclamation recognizing October as National Breast Cancer Awareness Month
- D. Proclamation recognizing October as Domestic Violence Awareness Month
- E. Settlement with Kathleen Clack for \$45,000 (inclusive of attorney’s fees and costs)

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

**PUBLIC HEARINGS:** (1:29:52)

- A. Ordinance No. 2021-13 and Ordinance No. 2021-14 – First Reading – amending the Future Land Use Map (FLUM) amendment (Ordinance 2021-13) and the Zoning Map (Ordinance 2021-14) on behalf of the PBC School District as follows: (1) a FLUM amendment from the Single Family Residential (SFR) FLU to the Public (P) FLU; and (2) a rezoning from the Single-Family Residential (SF-R) zoning district to the Public (P) zoning district on properties located at 1509 Barton Road, 1511 Barton Road, 1515 Barton Road, and 1421 Barton Road

Mayor Resch read the ordinances by title only.

ORDINANCE NO 2021-13 OF THE CITY OF LAKE WORTH BEACH, FLORIDA AMENDING THE CITY’S COMPREHENSIVE PLAN FUTURE LAND USE MAP THROUGH A SMALL SCALE MAP AMENDMENT FROM THE FUTURE LAND USE (FLU) DESIGNATION OF SINGLE FAMILY RESIDENTIAL (SFR) TO THE PUBLIC (P) FLU DESIGNATION ON PROPERTIES GENERALLY LOCATED AT THE NORTHWEST CORNER OF BARTON ROAD AND 16TH AVE SOUTH AT 1509 BARTON ROAD, 1511 BARTON ROAD, 1515 BARTON ROAD, AND 1421 BARTON ROAD AND MORE FULLY DESCRIBED IN EXHIBIT A; PROVIDING THAT

CONFLICTING ORDINANCES ARE REPEALED; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

ORDINANCE NO. 2021-14 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING THE CITY'S OFFICIAL ZONING MAP FROM THE ZONING DISTRICT OF SINGLE FAMILY – RESIDENTIAL (SF-R) TO PUBLIC (P) ON PROPERTIES GENERALLY LOCATED AT THE NORTHWEST CORNER OF BARTON ROAD AND 16TH AVE SOUTH AT 1509 BARTON ROAD, 1511 BARTON ROAD, 1515 BARTON ROAD, AND 1421 BARTON ROAD, AND AS MORE PARTICULARLY DESCRIBED IN EXHIBIT A; AND PROVIDED FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE

**Action:** Motion made by Vice Mayor Robinson and seconded by Commissioner Malega to approve Ordinance 2021-13 on first reading and set the second reading and public hearing for November 16, 2021.

**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 approve Ordinance 2021-14 on first reading and set the second reading and public hearing for November 16, 2021.

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

The meeting recessed at 7:45 PM and reconvened at 7:53 PM.

**UNFINISHED BUSINESS:** (1:45:55)

A. Discussion regarding potential ballot questions for the March 2022 municipal election

**Action:** Consensus to proceed with questions 1, term limits of two consecutive terms for a given seat; 2, in any election a candidate may concede without forcing a run off; 3, changing to single-member district voting, mayor at large and 4, allow election by plurality should the leading candidate get 40% plus 1 of the vote. Consensus to add a fifth ballot question regarding setting the timing to fill commission vacancies to occur no later than 24 hours prior to the beginning of the qualifying period.

**NEW BUSINESS:** (2:20:35)

A. Purchase Order with Atlantic Machinery, Inc. for the procurement of a new RAVO Compact Street Sweeper (2:20:40)

**Action:** Motion made by Commissioner Malega and seconded by Commissioner McVoy to approve the purchase of a new RAVO Compact Street Sweeper.

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

- B. Resolution No. 73-2021 – authorizing the submission of a State Water-quality Assistance Grant Application for the Wellesley and 18<sup>th</sup> Avenue North Stormwater System Improvements Project (2:29:23)

City Attorney Torcivia did not read the resolution.

RESOLUTION NO. 73-2021 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AUTHORIZING THE SUBMISSION OF AN APPLICATION TO FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION DIVISION OF WATER RESTORATION ASSISTANCE TO REQUEST STATE WATER QUALITY ASSISTANCE GRANT FUNDING FOR THE WELLESLEY DRIVE AND 18TH AVENUE NORTH STORMWATER SYSTEM IMPROVEMENTS PROJECT; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

**Action:** Motion made by Vice Mayor Robinson and seconded by Commissioner McVoy to approve Resolution No. 73-2021 – authorizing the submission of a State Water-quality Assistance Grant Application for the Wellesley and 18<sup>th</sup> Avenue North Stormwater System Improvements Project.

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

- C. Ordinance No. 2021-15, amending the Procurement Code (2:31:43)

City Attorney Torcivia read the ordinance by title only.

ORDINANCE 2021-15 - AN ORDINANCE OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING THE CITY'S CODE OF ORDINANCES, CHAPTER 2, ADMINISTRATION, ARTICLE XIV, PURCHASING, SECTION 2-117, ASSISTANCE TO LOCAL BUSINESSES AND SMALL BUSINESSES, BY EXPANDING THE USE OF LOCAL AND SMALL BUSINESS PREFERENCES, ADDING A VETERAN BUSINESS ENTERPRISE PREFERENCE, AND ADDING A "GREEN INITIATIVES" PREFERENCE AND ADDING CLARIFICATIONS ON THE AUTHORIZED PREFERENCES AND ORDER OF PRECEDENCE OF THE PREFERENCES; PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN CONFLICT, CODIFICATION, AND AN EFFECTIVE DATE

**Action:** Motion made by Vice Mayor Robinson and seconded by Commissioner McVoy to approve Ordinances No. 2021-15 on first reading and set the second reading and public hearing for November 2, 2021.

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

- D. Agreement with JP Morgan Chase Bank, N.A., for citywide banking services (2:40:38)

**Action:** Motion made by Commissioner Malega and seconded by Vice Mayor Robinson to approve the agreement with JP Morgan Chase Bank, N.A. for citywide banking services.

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

E. Discussion of Vacant Property Ordinance (2:51:36)

**Action:** Consensus to have Mr. Waters bring back an ordinance.

**Action:** Motion made by Malega and seconded by Commissioner Stokes 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.

The meeting recessed at 10:01 PM and reconvened at 10:07 PM.

F. Discussion regarding inactive advisory boards (4:00:00)

**Action:** Consensus to sunset the C-51 Canal and the Citizen's Advisory Committee for the Bond Referendum and for the Charter Review Committee to continue through April, 2022.

**CITY ATTORNEY'S REPORT:** (4:43:34)

City Attorney Torcivia stated that he desired advice from the Lake Worth Beach City Commission concerning pending litigation, specifically regarding settlement negotiations and strategy related to litigation expenditures in the 15th Judicial Circuit of Palm Beach County cases of: UMDASCH REAL ESTATE USA LTD CORP V CITY OF LAKE WORTH BEACH FLORIDA, CASE NUMBER: 2021-CA-007798 and UMDASCH REAL ESTATE USA, LTD. CORP V CITY OF LAKE WORTH BEACH FLORIDA, CASE NUMBER: 2021-CA-007649 and requested an attorney-client session to be scheduled for October 26, 2021, at 4:00 p.m. The estimated length of the attorney-client session would be approximately one hour and the session would be attended by the members of the City Commission: Mayor Betty Resch; Vice Mayor Herman Robinson; Commissioners Sarah Malega, Christopher McVoy and Kim Stokes; Interim City Manager Juan Ruiz; Interim City Attorney, Christy Goddeau; and outside counsel Carlos De Zayas. A certified court reporter would be present to ensure that the session was fully transcribed and the transcript would be made public upon the conclusion of the above-cited, ongoing litigation.

- Announced that the Urban League of Palm Beach County would be holding a 3 V event, vaccines, voter registration and veggies, on October 24, 2021.

**CITY MANAGER'S REPORT:**

Interim City Manager Ruiz did not provide a report.

**UPCOMING MEETINGS AND WORK SESSIONS:**

October 21 - work session  
October 26 - electric utility  
November 2 - regular  
November 8 - work session

Pg. 6, Regular Meeting, October 19, 2021

A. Draft Agenda - November 2, 2021

**ADJOURNMENT:** (4:48:09)

**Action:** Motion made by Commissioner Stokes and seconded by Commissioner Malega to adjourn the meeting at 10:55 PM.

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

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Betty Resch, Mayor

ATTEST:

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Melissa Ann Coyne, City Clerk

Minutes approved November 2, 2021.

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

# EXECUTIVE BRIEF WORK SESSION

**AGENDA DATE:** November 2, 2021

**DEPARTMENT:** City Commission

**TITLE:**

Ratification of an appointment to the Community Redevelopment Agency

**SUMMARY:**

Ratification of an appointment to the Community Redevelopment Agency

**BACKGROUND AND JUSTIFICATION:**

On February 5, 2013, the Commission adopted an ordinance amending the board member appointment process to allow for the selection of board members by individual elected officials. In accordance with the ordinance, the board appointments would be effective upon ratification by the Commission as a whole. The following appointment is requested to be ratified.

**Community Redevelopment Agency**

Commissioner Sarah Malega's appointment of Shannon Materio to the Community Redevelopment Agency to fill an unexpired term ending on August 21, 2025.

**ATTACHMENT(S):**

Fiscal Impact Analysis: N/A  
CRA Membership Board Log  
Board application



**COMMUNITY REDEVELOPMENT AGENCY**

Four-Year Terms

MEMBERS	APPOINTED	PHONE	ETHICS TRAINING	TERM EXPIRES
Brendan Lynch - CHAIR 920 South Lakeside Drive <a href="mailto:blynch@plastridge.com">blynch@plastridge.com</a> <b>(Mayor’s Appointment)</b>	05/05/2015	C: 561-386-1703	YES	08/21/2023
Carla Blockson 1802 Pierce Drive <a href="mailto:blocksonpc@yahoo.com">blocksonpc@yahoo.com</a> <b>(Vice Mayor’s Appointment - District 4)</b>	05/04/2021	C: 561-628-2576		07/31/2024
VACANT <b>(District 1 Appointment)</b>				08/21/2025
Andrew Bartlett 211 North L Street <a href="mailto:Drewbartlett135@gmail.com">Drewbartlett135@gmail.com</a> <b>(Commissioner District 2 Appointment)</b>	11/05/2019	C: 404-7882062	YES	08/21/2022
Caroline Glass Shamsi-Basha 503 N K Street <a href="mailto:Carolinedgsb@gmail.com">Carolinedgsb@gmail.com</a> <b>(District 3 Appointment)</b>	09/09/2021	C: 205-394-9670		08/21/2025
Leah Foertsch 1421 N. O Street <a href="mailto:Leah.foertsch@gmail.com">Leah.foertsch@gmail.com</a> <b>(District 4 Appointment – Vice Mayor)</b>	05/20/2014	C: 305-299-3025	YES	08/21/2025
Brent Whitfield 133 Duke Drive <a href="mailto:bwhitfield@chenmoore.com">bwhitfield@chenmoore.com</a> <b>(Mayor’s Appointment)</b>	01/16/2018	H: 561-329-1797	YES	08/21/2022

Executive Director: Joan Oliva - 561-493-2550 - [joliva@lakeworth.org](mailto:joliva@lakeworth.org)  
Commission Liaison: Mayor Betty Resch - 561-586-1735 – [bresch@lakeworthbeachfl.gov](mailto:bresch@lakeworthbeachfl.gov)

Responsible for formulating and implementing projects that are consistent with the Lake Worth Redevelopment Plan to assist in revitalizing and redeveloping portions of the City of Lake Worth Beach.





Established by Resolution No. 47-89, effective 7/3/89. Florida Statute 163.356 (3) (b), Any person may be appointed as commissioner if he or she resides or is engaged in business, which means owning a business, practicing a profession, or performing a service for compensation, or serving as an officer or director of a corporation or other business entity so engaged, within the area of operation of the agency, which shall be coterminous with the area of operation of the county or municipality, and is otherwise eligible for such appointment under this part. Ordinance No. 93-2, effective 2/13/93, to consist of seven members appointed by City Commission. Ordinance No. 2008-14, effective 7/10/08, amended attendance requirements: if any member of the board shall fail to be present at three (3) consecutive regularly scheduled meetings or at twenty (20) percent of the regularly scheduled meetings of the board held within any 12-month period, the city clerk shall schedule the matter for hearing before the city commission.

**Effective May 1, 2013, Chapter 2013-36 FINANCIAL DISCLOSURE FORMS ARE REQUIRED.**

Meeting Schedule: Second Tuesday of every month at the Hatch located 1121 Lucerne Avenue at 6:00 p.m.

SECRETARY: Emily Theodossakos, 561-493-2550

Volunteer Advisory Board Application

7 North Dixie Highway, LWB Fl 33460

Community Development application Page 2 of 5

Shanon L. Materio

339 Alhambra Pl

West Palm Beach, fl33405

\*Citizen of U.S. – **Yes**

\*Registered PB County voter – **Yes**

\*Properties and/or businesses owned in LWB -**701 North Dixie Highway, LWB 33460 and  
708 North H Street, LWB 33460**

\***Currently on the Tourist Development Council**

\*Have you ever served on a City of LWB Board? - **Yes**

\*If yes, when and which board? **The Community Redevelopment Agency. Not sure of the dates but served with Executive Director, Rachel Bach and through the transition to Executive Director, Joan Oliva**

\*Do you serve on any board in Florida, or are you an elected or appointed state, county, or municipal office holder, or PBC employee? - **Yes**

\* If yes, please name the board, position, etc. – **Immediate Past President of South End Neighborhood Association AKA SENA , the largest neighborhood association in WPB.**

**Chair of the Women's Chamber Foundation of PBC**

\*Education - High School - **Keyport Highschool graduated – 1974** College – **Marymount Women's College. Year graduated - 1976 Associated Degree. Additional education at Florida Atlantic University departed prior to graduation because of illness.**

\*Work Experience – **Owner/operator McMow Art Glass since 1977 to current - Owner operator Creative Etchings of the Palm Beaches since 1990 to current – West Palm Beach City Commissioner 2012 -2017 –**

\*Interest/Activities – **Spending time with family, cooking, community service projects, supporting nonprofits that benefit women, children and elderly, reading and beach going**

**\*Community Involvement – Founding member of SENA 2005 served as President 3 terms. Currently Immediate Past President. Appointed to Sober Home Task Force by State Attorney, Dave Aronberg served two years- Appointed to the Florida Association of Recovery Residences AKA FARR board served three years – WPB CRA board member served five years, Implemented the City of WPB Art in Public Places ordinance served on the board for five years. Board member of the Metropolitan planning organization served five years.**

**\*Why do you desire to serve on this board (first preference) – I am the majority owner of McMow Art Glass, a vibrant working art studio located in the CRA district on North Dixie Highway in Lake Worth Beach since 1993. Prior to 1993 from 1977 McMow was located on Dixie Highway in WPB. Two different towns with very different philosophies. From a front row seat, I have watched as the Dixie Highway corridor experienced decay and most recently growth and vibrancy. The new interest in the Dixie business corridor is the need to get back to small town root businesses that cater to the community. Organic growth encouraged through targeted investment.**

**I understand the LWB CRA is expansive and includes areas of residential, downtown, and south end of the city. I have served on the CRA in LWB, I value the public input required for implementing projects for the best results. Affordable housing to include CRA supported home ownership components will address several needs and add much needed pride in the more challenging areas of the city. I'm excited to be part of the decision process for all the CRA advocating for the best outcome to benefit current and new LWB residents and businesses.**

**To serve the needs of the CRA district and the future sustainability of LWB future its essential to establish long term goals that increase sustainable tax revenues. I will work to address ways to establish the Dixie corridor to add uncompromised value. A vibrant Dixie corridor supporting smart growth will add to the tax base to be re-invested into the entirety of the CRA residential and more challenged southern district of the city. When the CRA sunsets the tax revenues of an established business corridor will continue to reinvigorate LWB.**

**In closing, I mention my tenure as an appointed board member on the PB County Metropolitan Planning Organization (MPO) now the Transportation Planning Agency (TPA). I successfully secured more than \$500,000. of State funding for specific transportation initiatives. As a CRA board member I offer experience and the relationships I have grown to help the LWB Mayor and Commission and the CRA board when considering project funding.**

**Thank you for considering me as a board member to the Lake Worth Beach Community Redevelopment Agency**

**Shanon L. Materio**

**McMow Art Glass INC**

**President**

I understand the responsibilities associated with being a board/committee member, and I have adequate time to serve if appointed.

I have read the attached Ordinance No. 2010-29 and Article XIII (Palm Beach County) Code of Ethics and understand the policy on the City of Lake Worth Beach Code of Ethics. Within 30 days after appointment, I understand that I am required to participate in Ethics Training and submit an Acknowledgement of Receipt form to the City Clerk's Office in order to continue to serve on my appointed board.

PLEASE INITIAL

SLM

Sharon L. Materid  
Signature

10/14/2021  
Date

- THIS APPLICATION IS VALID FOR ONE (1) YEAR FROM THE DATE SIGNED ABOVE.
- THIS APPLICATION IS NOT VALID WITHOUT APPLICANT'S PROOF OF RESIDENCY.

NOTE: Information regarding the duties and responsibilities of any board/committee, as well as this application can be found on our website located at [www.lakeworthbeachfl.gov](http://www.lakeworthbeachfl.gov). Should you need additional information, please contact Silvina Donaldson at [sdonaldson@lakeworthbeachfl.gov](mailto:sdonaldson@lakeworthbeachfl.gov) or by calling 561-586-1730.

Please send your application by email, mail, fax or by hand delivering to:

Silvina Donaldson  
City of Lake Worth Beach  
7 North Dixie Highway  
Lake Worth Beach, FL 33460  
[sdonaldson@lakeworthbeachfl.gov](mailto:sdonaldson@lakeworthbeachfl.gov)  
Phone: 561-586-1750  
Fax: 561-586-1750

**SUNSHINE LAW:** The primary purpose of government in the Sunshine Law is to assure public access to the decision-making processes of public boards and committees. The Sunshine Law extends to discussions and deliberations, as well as to formal actions taken by boards and committees.

This form has been updated on October 2019

# CITY OF LAKE WORTH BEACH

## PROCLAMATION

**WHEREAS,** Cardinal Newman High School is a private college preparatory Roman Catholic co-educational school located in the Roman Catholic Diocese of Palm Beach; and

**WHEREAS,** Cardinal Newman High School, named for Cardinal John Henry Newman, was founded in September 1961 and in 2005, Cardinal Newman High School was the first Catholic high school in Florida and one of only a dozen in America, to offer the International Baccalaureate Diploma Program; and

**WHEREAS,** Cardinal Newman High School traces its roots to St. Ann's Catholic School of St. Ann's Parish, located in downtown West Palm Beach which opened its doors in 1925 to serve parishes in central Palm Beach County; and

**WHEREAS,** Cardinal Newman High School bases its academic program on local school policy, standards of the Florida Board of Education, and accreditation criteria issued by the Southern Association of Colleges and Schools; and

**WHEREAS,** Students are required to take 14 semester credits each year during their four years in the following disciplines: Religion, English, Social Studies, a foreign language, Mathematics, Science, Physical Education, life management, and the arts; students can also partake in the International Baccalaureate Diploma Program or Advanced Placement courses. There is a community service component requiring students to complete a minimum of 25 hours per year serving their community; and

**WHEREAS,** The City of Lake Worth Beach joins Cardinal Newman High School in celebrating a long history of Catholic Education and continuing their vision to “Build Life’s Champions” through faith, scholarship, servant leadership, and a strong family atmosphere for generations to come.

**NOW, THEREFORE,** I, Bett Resch, Mayor of the City of Lake Worth Beach, Florida, by virtue of the authority vested in me and on behalf of the City Commission, do hereby recognize

### **CARDINAL NEWMAN HIGH SCHOOL FOR THEIR 60TH ANNIVERSARY**

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the Seal of the City of Lake Worth Beach, Florida, to be affixed this 2nd day of November, 2021.

---

Betty Resch, Mayor

ATTEST:

---

Melissa Ann Coyne, City Clerk

# CITY OF LAKE WORTH BEACH

## PROCLAMATION

**WHEREAS,** The history and culture of our great nation have been significantly influenced by American Indians and indigenous peoples; and

**WHEREAS,** The contributions of American Indians have enhanced the freedom, prosperity, and greatness of America today; and

**WHEREAS,** Their customs and traditions are respected and celebrated as part of a rich legacy throughout the United States; and

**WHEREAS,** Native American Awareness Week began in 1976 and recognition was expanded by Congress and approved by President Bush in August 1990, designating the month of November as National American Indian Heritage Month.

**NOW, THEREFORE,** I, Betty Resch, Mayor of the City of Lake Worth Beach, Florida by virtue of the authority vested in me and on behalf of the City Commission, do hereby proclaim:

**NOVEMBER 2021**

as

**NATIONAL AMERICAN INDIAN HERITAGE MONTH**

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the Seal of the City of Lake Worth Beach, Florida, to be affixed this 2<sup>nd</sup> day of November, 2021.

---

Betty Resch, Mayor

ATTEST:

---

Melissa Ann Coyne, City Clerk

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** Enter Date Here, 2021

**DEPARTMENT:** Leisure Services

**TITLE:**

Resolution No. 81-2021 – Amendment 001 to the CDBG Howard Park Improvements Project Agreement

**SUMMARY:**

The resolution approves Amendment 001 to the Community Development Block Grant (CDBG) Agreement R2020-1884 between Palm Beach County and the City for the Howard Park Improvements project. The amendment extends the time of performance for the completion of the project by an additional ninety days from September 30, 2021 to December 31, 2021.

**BACKGROUND AND JUSTIFICATION:**

On October 1, 2020, Palm Beach County and the City entered into Agreement R2020-1884 for the provision of \$266,560 in CDBG funds for improvements to be made to Howard Park. These improvements include resurfacing the basketball courts, replacement of the existing pavilion, installation of a new playground, installation of new benches with tables, replacement of the existing fencing and installation of sod and mulch.

Resolution No. 81-2021 approves and authorizes the execution of Amendment 001 to the CDBG Project Agreement R2020-1884 extend the time of performance for this project from September 30, 2021 to December 31, 2021. Although the construction of all improvements contained in the scope of work for this project has been completed, this additional time will be necessary to complete the close-out requirements for the project.

**MOTION:**

Move to approve/disapprove Resolution No. 81-2021 to approve Amendment 001 to the CDBG Project Agreement R2020-1884 to extend the time of performance for the close-out of the Howard Park Improvements project.

**ATTACHMENT(S):**

Fiscal Impact Analysis – N/A  
Resolution 81-2021  
Amendment 001

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RESOLUTION NO. 81-2021 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, APPROVING AMENDMENT 001 TO THE AGREEMENT R2020-1884 BETWEEN PALM BEACH COUNTY AND THE CITY TO EXTEND THE TIME OF PERFORMANCE FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT FUNDED HOWARD PARK IMPROVEMENTS PROJECT; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT TO THE AGREEMENT AND ALL RELATED DOCUMENTS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, Palm Beach County (“County”) and the City of Lake Worth Beach (“City”) entered into Agreement R2020-1884 (“Agreement”) to provide \$266,560 in Fiscal Year 2020-2021 Community Development Block Grant (“CDBG”) funds that have been made available to the City for the Howard Park Improvements project (“project”), and

WHEREAS, the time of performance for completion of this project was originally established for September 30, 2021, and

WHEREAS, construction of all improvements in the scope of work for this project have been completed as of this date, and

WHEREAS, it will be necessary to extend the time of performance by an additional sixty days to November 30, 2021 in order to compete the project close-out requirements for the project, and

WHEREAS, the County has prepared Amendment 001 (“Amendment”) to the Agreement that extends the time of performance for the project to December 31, 2021, and

WHEREAS, the City desires to enter into the Amendment with the County for this purpose.

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 Amendment 001 to Agreement R2020-1884 between Palm Beach County and the City to extend the time of performance to December 31, 2021 in order to complete the close-out requirement for the Howard Park Improvements project.

SECTION 2: The City Commission of the City of Lake Worth Beach, Florida hereby authorizes the Mayor to execute three originals of Amendment 001 to Agreement R2020-1884 between Palm Beach County and the City and any other reasonably necessary



47 documents to facilitate the underlying project including amendments to the Agreement  
48 that extend the timeframe to complete the project or similar administrative issues not  
49 involving the cost or scope of the project.

50  
51 SECTION 3: Upon execution of the resolution, one copy shall be forwarded to the Leisure  
52 Services Department Director. The fully executed original shall be maintained by the City  
53 Clerk as a public record of the City.

54  
55 SECTION 4: This resolution shall become effective upon adoption.  
56

57 The passage of this resolution was moved by Commissioner \_\_\_\_\_,  
58 seconded by Commissioner \_\_\_\_\_, and upon being put to a vote, the vote  
59 was as follows:

60 Mayor Betty Resch  
61 Vice Mayor Herman Robinson  
62 Commissioner Sarah Malega  
63 Commissioner Christopher McVoy  
64 Commissioner Kimberly Stokes  
65

66 The Mayor thereupon declared this resolution duly passed and adopted on the  
67 \_\_\_\_\_ day of \_\_\_\_\_, 2021.

68 LAKE WORTH BEACH CITY COMMISSION  
69

70  
71 By: \_\_\_\_\_  
72 Betty Resch, Mayor  
73

74 ATTEST:  
75

76  
77 \_\_\_\_\_  
78 Melissa Ann Coyne, City Clerk

**AMENDMENT 001 TO THE AGREEMENT**  
**WITH**  
**CITY OF LAKE WORTH BEACH**

**Amendment 001** with an effective date of September 30, 2021, by and between **Palm Beach County** and the **City of Lake Worth Beach**.

**WITNESSETH:**

**WHEREAS**, Palm Beach County entered into an Agreement (R2020-1884) on October 1, 2020, with the City of Lake Worth Beach, to provide \$266,560 of Community Development Block Grant (CDBG) funds for the construction of improvements at Howard Park; and

**WHEREAS**, the City has requested an extension to the performance timeline of the Agreement (R2020-1884) to allow for project closeout and final reimbursement from the County for the park improvements funded therein.

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

**A. INCORPORATION OF RECITALS**

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

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

Delete the current requirements and replace them with the following:

Submit for Final Reimbursement of CDBG funds no later than December 2021

**NOTE: All required reimbursement documentation to meet the City's CDBG expenditure requirement must be submitted to HED no later than December 31, 2021.**

Except as modified by this Amendment 001, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof. This Amendment 001 is expressly contingent upon the approval of the County and shall become effective only when signed by all parties.

IN WITNESS WHEREOF, the Municipality and the County have caused this Amendment 001 to be executed on the date first above written.

(SUBRECIPIENT SEAL BELOW)

**CITY OF LAKE WORTH BEACH**

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

By: \_\_\_\_\_  
Melissa Ann Coyne, Deputy City Clerk

By: \_\_\_\_\_  
Attorney for Subrecipient (Optional)

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

By: \_\_\_\_\_  
Jonathan B. Brown, Director  
Department of Housing & Economic Development

**Approved as to Form and  
Legal Sufficiency**

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

By: \_\_\_\_\_  
Howard J. Falcon III  
Chief Assistant County Attorney

By: \_\_\_\_\_  
Sherry Howard  
Deputy Director

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** November 2, 2021

**DEPARTMENT:** Community Sustainability

**TITLE:**

Resolution No. 77-2021 – abandoning an approximately 40-foot-wide section of public right-of-way known as 9<sup>th</sup> Avenue South located between the alley east of South N Street and west of South Federal Highway

**SUMMARY:**

Resolution No. 77 -2021 is the second step of a two-step process to abandon the right-of-way. The subject abandonment was requested by Cotleur & Hearing, a land development firm, on behalf of The Lord's Place, Inc. to allow for the construction of a 7-unit multi-family project proposed on the west side of South Federal Highway utilizing the parcel located at 827 South Federal Highway and the adjacent parcel to the north. This project is commonly referred to as "Burckle Place III." The subject right-of-way is approximately +/-137 feet in length by +/- 40 feet wide, half of which would be used for the proposed project.

**BACKGROUND AND JUSTIFICATION:**

The procedure to abandon public rights-of-way is established in Section 19-4 of the City's Code of Ordinances. The City Commission approved a resolution declaring their intent to consider the abandonment of the public right-of-way described above at the October 5, 2021 meeting, which was the first resolution of two resolutions required by Section 19-4 of the City's Code of Ordinances.

Staff from Public Works, Water Utilities, and Electric Utilities Departments reviewed the request with the conditions that the fire hydrant line shall be relocated outside of the subject ROW at the cost of the applicant or property owner and that all necessary easements as required for utilities or public purposes by the City shall be recorded by or at the cost of the applicant or property owner prior to the issuance of a certificate of occupancy for the associated 7-unit multi-family project commonly referred to as "Burckle Place III".

**MOTION:**

Move to approve/disapprove Resolution 77-2021 – abandoning the subject ROW.

**ATTACHMENT(S):**

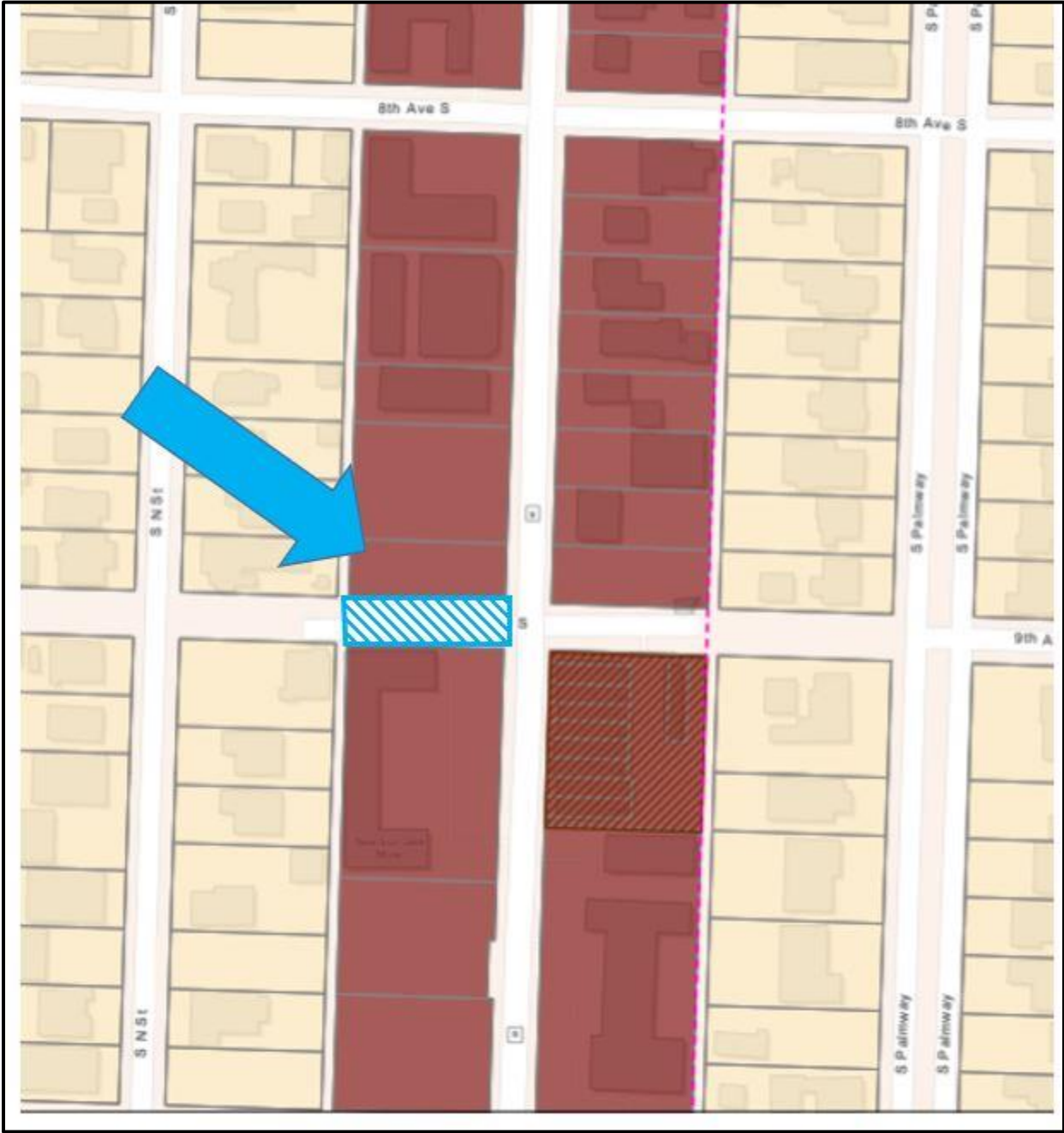
Location Map

Resolution 77-2021

Sketch and Legal Descriptions of ROW

Letters of No Objection from Adjacent Property Owners

General Location Map of ROW Abandonment



RESOLUTION NO. 77-2021 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, ABANDONING AN APPROXIMATELY 40 FOOT WIDE RIGHT-OF-WAY LOCATED BETWEEN 827 SOUTH FEDERAL HIGHWAY AND 901 SOUTH FEDERAL HIGHWAY AND REVERTING BACK TO THE PROPERTY OWNERS OF SAID ABUTTING PROPERTIES (PCN: 38-43-44-27-01-021-0160 AND 38-43-44-27-01-030-0090) AS DESCRIBED HEREIN; SUBJECT TO CONDITIONS; AND PROVIDING FOR RECORDING AND AN EFFECTIVE DATE

WHEREAS, the abutting property owners are The Lord's Place, Inc. (PCN: 38-43-44-27-01-021-0160) hereinafter referred to as "827 S Federal Highway") and Ghodratollah Mahmoudi Revocable Trust, Mahmoudi Ghodratollah Trustee (PCN: 38-43-44-27-01-030-0090) hereinafter referred to as "901 S Federal Highway"; and

WHEREAS, Cotleur & Hearing, a land development firm, on behalf of The Lord's Place, Inc. has requested the right-of-way abandonment in conjunction with the construction of a 7-unit multi-family project proposed on west side of South Federal Highway utilizing the parcel located at 827 South Federal Highway and the adjacent parcel to the north. This project is commonly referred to as "Burckle Place III"; and

WHEREAS, the abutting property owners have each stated their desire to accept the return of half (+/- 20 feet wide) of the approximately +/-137 feet in length by +/- 40 feet wide portion of the abandoned ROW adjacent to their property; and

WHEREAS, a utility easement dedication will be entered into for existing utilities; and

WHEREAS, The Lord's Place, Inc. has prepared the required sketches and legal descriptions for each portion of the right-of-way subject to the proposed abandonment prior to the final approval by the City Commission which are attached to this Resolution as a composite as Exhibit "A" and incorporated herein; and

WHEREAS, the City Commission adopted a resolution on October 5, 2021 to declare the City's intention abandoning said right of way; and

WHEREAS, the City Commission finds that the right-of-way under consideration is not needed by the public as right-of-way and the same should therefore be returned to private ownership; and

WHEREAS, the City Commission held a public hearing on November 2, 2021 to consider any comments, objections or protest to the same; and

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

Section 1. The foregoing recitals are incorporated into this Resolution as true statements.

Section 2. The City Commission of the City of Lake Worth Beach, Florida, approves the abandonment of the following described right-of-way which will revert back to the property owners as follows:

THE APPROXIMATELY 40-FOOT-WIDE RIGHT-OF-WAY LOCATED BETWEEN LOT 16, BLOCK 21 AND LOT 9, BLOCK 30, ACCORDING TO THE PALM BEACH FARMS COMPANY PLAT NO. 4 ADDITION 1 TO THE TOWN OF LAKE WORTH, RECORDED IN PLAT BOOK 5, PAGE 6, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND REVERTING BACK TO THE PROPERTY OWNERS OF SAID ABUTTING PROPERTIES (PCNs: 38-43-44-27-01-021-0160 AND 38-43-44-27-01-030-0090) LOCATED ALONG THE NORTH AND SOUTH LINES OF THE RIGHT-OF-WAY.

Section 3. The City Commission has approved the abandonment subject to the conditions that both the fire hydrant line shall be relocated outside of the subject ROW at the cost of the applicant or property owner and that all necessary easements as required for utilities or public purposes by the City shall be recorded by or at the cost of the applicant or property owner prior to the issuance of a certificate of occupancy for the associated 7-unit multi-family project commonly referred to as "Burckle Place III."

Section 4. The City Clerk is hereby directed to cause this Resolution including Exhibit "A" to be recorded upon its passage in the Official Records in and for the County of Palm Beach, Florida, to evidence this abandonment.

Section 5. This resolution shall become effective immediately upon its passage.

The passage of this resolution was moved by \_\_\_\_\_, seconded by \_\_\_\_\_, and upon being put to a vote, the vote was as follows:

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

The Mayor thereupon declared this resolution duly passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

LAKE WORTH BEACH CITY COMMISSION

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

ATTEST:

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

**DESCRIPTION & SKETCH  
PREPARED FOR:  
THE LORD'S PLACE, INC.**

**20' RIGHT OF WAY  
ABANDONMENT**

ABBREVIATIONS:  
S = SIGNAGE  
ORB = OFFICIAL RECORD BOOK  
P = PLAT  
POB = POINT OF BEGINNING  
POC = POINT OF COMMENCEMENT

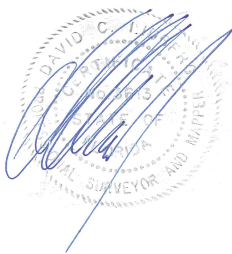
**LEGAL DESCRIPTION**

THE NORTH HALF OF 3RD AVENUE (NOW KNOWN AS 9TH AVENUE SOUTH), LYING ADJACENT TO THE SOUTH LINE OF LOT 16, BLOCK 21, AS SHOWN ON THE PLAT OF THE PALM BEACH FARMS CO. PLAT NO. 4 ADDITION NUMBER ONE TO THE TOWN OF LAKE WORTH, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE 6, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SURVEYOR'S NOTES:

1. THIS DRAWING IS NOT A SURVEY.
2. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS OFFICE.
3. THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT COMPRISE THE COMPLETE LEGAL DESCRIPTION. THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER.
4. THIS LEGAL DESCRIPTION IS NOT VALID WITHOUT THE DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY LIDBERG LAND SURVEYING, INC.
5. DATE OF LEGAL DESCRIPTION: SEPTEMBER 30, 2021

LIDBERG LAND SURVEYING, INC.



Digitally signed by  
David C Lidberg  
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LAND SURVEYING,  
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cn=David C Lidberg  
Date: 2021.10.19  
09:52:04 -04'00'

BY: DAVID C. LIDBERG  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. 3613



**LB4431**

675 West Indiantown Road, Suite 200,  
Jupiter, Florida 33458 TEL: 561-746-8454

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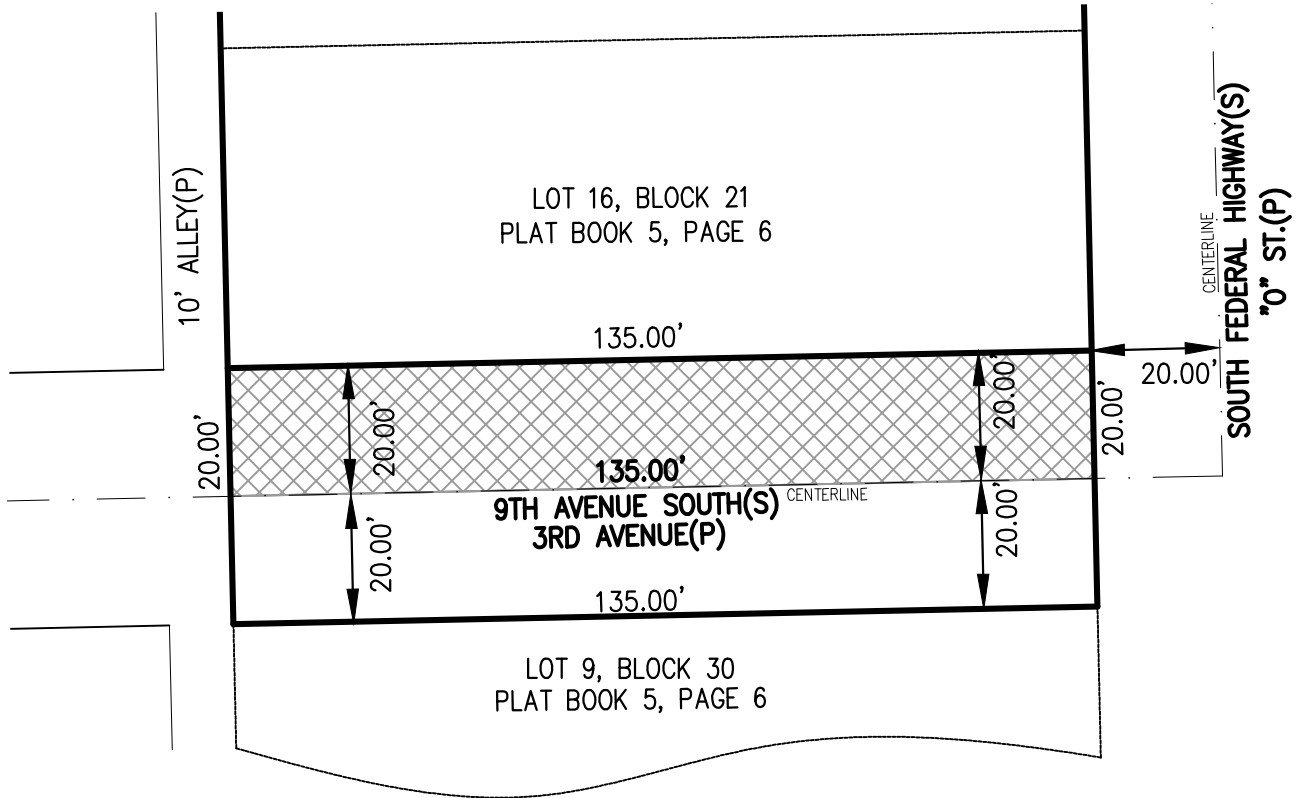
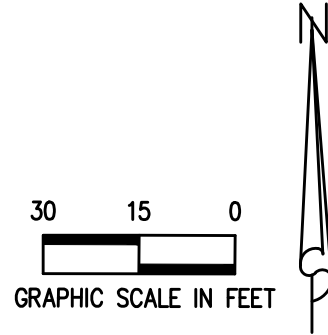
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OFF. M.R.			DATE 09/30/2021
CKD. D.C.L.	SHEET 1	OF 2	DWG. A21-102



**DESCRIPTION & SKETCH  
PREPARED FOR:  
THE LORD'S PLACE, INC.**

**20' RIGHT OF WAY  
ABANDONMENT**

ABBREVIATIONS:  
S = SIGNAGE  
ORB = OFFICIAL RECORD BOOK  
P = PLAT  
POB = POINT OF BEGINNING  
POC = POINT OF COMMENCEMENT



LB4431

675 West Indiantown Road, Suite 200,  
Jupiter, Florida 33458 TEL. 561-746-8454

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CKD.	D.C.L.	SHEET 2 OF 2	DATE 04/10/2020
			DWG. A21-102

**DESCRIPTION & SKETCH  
PREPARED FOR:  
THE LORD'S PLACE, INC.**

**20' RIGHT OF WAY  
ABANDONMENT**

ABBREVIATIONS:

S = SIGNAGE  
ORB = OFFICIAL RECORD BOOK  
P = PLAT  
POB = POINT OF BEGINNING  
POC = POINT OF COMMENCEMENT

**LEGAL DESCRIPTION**

THE SOUTH HALF OF 3RD AVENUE (NOW KNOWN AS 9TH AVENUE SOUTH), LYING ADJACENT TO THE NORTH LINE OF LOT 9, BLOCK 30, AS SHOWN ON THE PLAT OF THE PALM BEACH FARMS CO. PLAT NO. 4 ADDITION NUMBER ONE TO THE TOWN OF LAKE WORTH, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE 6, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SURVEYOR'S NOTES:

1. THIS DRAWING IS NOT A SURVEY.
2. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS OFFICE.
3. THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT COMPRISE THE COMPLETE LEGAL DESCRIPTION. THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER.
4. THIS LEGAL DESCRIPTION IS NOT VALID WITHOUT THE DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY LIDBERG LAND SURVEYING, INC.
5. DATE OF LEGAL DESCRIPTION: SEPTEMBER 30, 2021

LIDBERG LAND SURVEYING, INC.



Digitally signed by David C Lidberg  
DN: c=US, o=LIDBERG LAND SURVEYING,  
ou=A01410C000001761A803  
A4F000DD94, cn=David C Lidberg  
Date: 2021.10.19 09:51:14 -04'00'

BY: DAVID C. LIDBERG  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. 3613



**LB4431**

675 West Indiantown Road, Suite 200,  
Jupiter, Florida 33458 TEL: 561-746-8454

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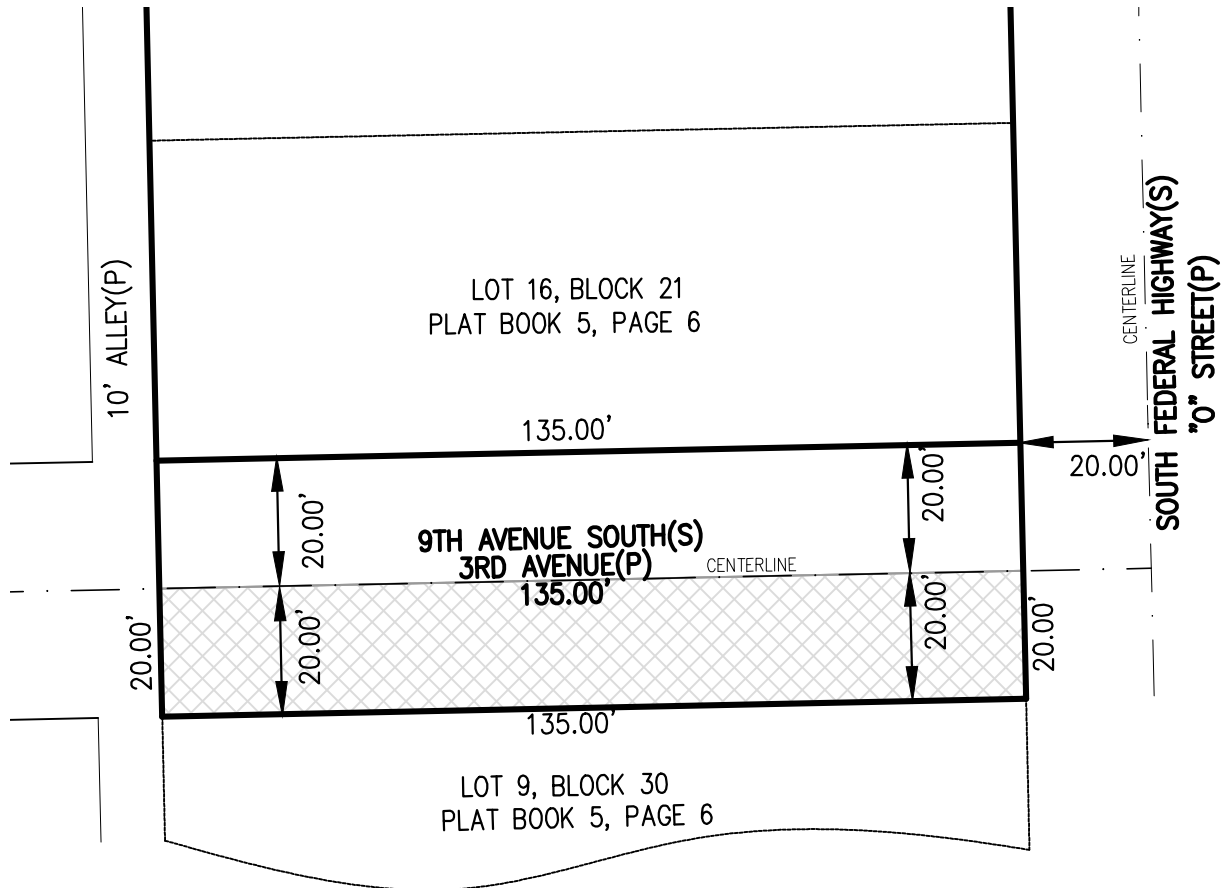
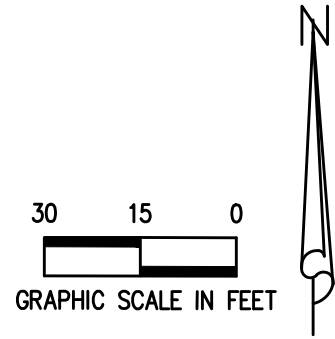
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A21-102A

**DESCRIPTION & SKETCH  
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THE LORD'S PLACE, INC.**

**20' RIGHT OF WAY  
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LB4431 675 West Indiantown Road, Suite 200, Jupiter, Florida 33458 TEL. 561-746-8454

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CKD.	D.C.L.	SHEET 2 OF 2	DWG. A21-102A

September 24, 2021

City of Lake Worth Beach  
1900 Second Avenue North  
Lake Worth, Florida 33461

RE: Letter of No Objection to the Right-of-way Abandonment of 9<sup>th</sup> Avenue South

To whom it may concern:

The Ghodrattollah Mahmoudi Revocable Trust u/a dated January 7, 2015 (doing business as New Sungate Motel, Inc.), property owner of 901 South Federal Highway, Lake Worth, Florida, has no objection to the City of Lake Worth Beach's intent to abandon a portion of 9<sup>th</sup> Avenue South. It is understood that should this abandonment be approved, half of the right-of-way will in effect be conveyed to the Ghodrattollah Mahmoudi Revocable Trust u/a dated January 7, 2015.

Sincerely,



Ghodrattollah Mahmoudi

Ghodrattollah Mahmoudi, as authorized representative

September 24, 2021


City of Lake Worth Beach  
1900 Second Avenue North  
Lake Worth, Florida 33461

RE: Letter of No Objection to the Right-of-way Abandonment of 9<sup>th</sup> Avenue South

To whom it may concern:

The Lord's Place, Inc., property owner of 827 South Federal Highway, Lake Worth, Florida, has no objection to the City of Lake Worth Beach's intent to abandon a portion of 9<sup>th</sup> Avenue South. It is understood that should this abandoned be approved, half of the right-of-way will in effect be conveyed to the Lord's Place.

Sincerely,



Kerry Diaz, COO  
The Lord's Place

# EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: November 2, 2021

DEPARTMENT: Community Sustainability

## TITLE:

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

## SUMMARY:

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

The applicant is requesting approval of the following:

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

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

## BACKGROUND:

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

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

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

The City Commission voted to approve (4-1 vote) the subject application on first reading at their October 5, 2021 meeting and requested to staff to bring back options at second reading to ensure adequate access to the rear alley by adjacent property owners. City staff will present two options at the November 2<sup>nd</sup> meeting, which will include one of the following improvements as well as direction on funding:

- A. Improvement of the alley between 9<sup>th</sup> Avenue South and 10<sup>th</sup> Avenue South, or
- B. Improvement of the 9<sup>th</sup> Avenue South section of ROW west of the alley.

**MOTION:**

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

**ATTACHMENT(S):**

Ordinance 2021-16

PZB Staff Report

Site Plan Package & Attachments

Landscape Plan (revised per City Commission direction at the first reading)

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

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

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

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

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

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



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

48  
49 WHEREAS, the City Commission has considered all of the testimony and evidence  
50 and has determined that the Residential Urban Planned Development District, Major Site  
51 Plan, and Conditional Use Permit including the development regulations and conditions,  
52 meets the requirements of the Land Development Regulations, Section 23.3.25.

53  
54 **NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE**  
55 **CITY OF LAKE WORTH BEACH, FLORIDA, that:**

56  
57 Section 1. Recitals. The foregoing recitals are true and correct and are hereby  
58 affirmed and ratified.

59  
60 Section 2. The Residential Urban Planned Development District located within the MU-  
61 FH Zoning District with a future land use designation of MU-E, as described more  
62 particularly in **Exhibit A**, is hereby approved. This approval includes the approval of the  
63 following elements to be known as the Master Development Plan: (a) Residential Urban  
64 Planned Development (b) Major Site Plan, (c) Conditional Use Permit, (d) district  
65 development standards (**Exhibit B**), (e) conditions of approval (**Exhibit C**); (f) required  
66 plans including the site plan, landscape plan, and civil & drainage plans; (g) supplemental  
67 supporting documents, as well as all agreements, provisions and/or covenants which  
68 shall govern the use, maintenance, and continued protection of the residential urban  
69 planned development and any of its common areas or facilities. The applicant is bound  
70 to all elements and requirements of the Master Development Plan.

71  
72 Section 3. The City’s zoning maps shall be updated to reflect the changes to the  
73 property described in **Exhibit A**.

74  
75 Section 4. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict  
76 herewith are hereby repealed to the extent of such conflict.

77  
78 Section 5. Severability. If any provision of this ordinance or the application thereof is  
79 held invalid by a court of competent jurisdiction, the invalidity shall not affect other  
80 provisions of the ordinance which can be given effect without the invalid provision or  
81 application, and to this end the provisions of this ordinance are declared severable.

82  
83 Section 6. Effective Date. This ordinance shall become effective upon its final  
84 passage.

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

89  
90 Mayor Betty Resch AYE  
91 Vice Mayor Herman Robinson NAY  
92 Commissioner Sarah Malega AYE

93 Commissioner Christopher McVoy AYE  
94 Commissioner Kimberly Stokes AYE

95  
96 The Mayor thereupon declared this ordinance duly passed on first reading on the  
97 5<sup>th</sup> day of October, 2021.

98  
99

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

103

- 104 Mayor Betty Resch
- 105 Vice Mayor Herman Robinson
- 106 Commissioner Sarah Malega
- 107 Commissioner Christopher McVoy
- 108 Commissioner Kimberly Stokes

109  
110

111 The Mayor thereupon declared this ordinance duly passed on the \_\_\_\_\_ day of  
112 \_\_\_\_\_, 2021.

113

LAKE WORTH BEACH CITY COMMISSION

114  
115  
116

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

117  
118

119 ATTEST:

120  
121

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

124  
125

### Exhibit A

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

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

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

Location Map:



## Exhibit B

### DEVELOPMENT STANDARDS FOR PZB CASE No. 20-01400036 (Ordinance 2021-16)

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

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

130 **Exhibit C**

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

131 **Electric Utilities:**

- 132 1. Prior to the issuance of a Certificate of Occupancy, the following actions shall be completed:
- 133 a. Provide electrical plans and ensure the plans include the electrical riser diagram.
- 134 b. Indicate the voltage the project requires and whether a three-phase or single-phases is
- 135 needed.
- 136
- 137 2. The electrical services for the proposed building will come from the rear alley.
- 138
- 139 3. If the customer is wanting the service to be fed by a padmount transformer, the City will need a
- 140 10-ft-wide utility easement for the padmount transformer location and the electrical line that will
- 141 be run from the new pole to the padmount transformer. A padmount transformer will need 8-ft
- 142 minimum clearance in front of it and 3-ft minimum clearance on the sides and rear of it, including
- 143 any landscaping. The customer will be responsible for installing any electrical conduit needed by
- 144 Lake Worth Beach and at the proper depths.
- 145
- 146 4. If the electric service will only need one meter, and if this service is larger than 320 amps, the
- 147 electric service will need to be run through a CT Cabinet and be CT-metered.
- 148

149 **Planning and Zoning:**

- 150 1. Per LDR Section 23.6-1(c)(3)(h), all ground level mechanical equipment shall be screened with
- 151 shrub hedging or opaque fencing or walls, regardless whether it is visible from the street.
- 152
- 153 2. While the building and mechanical equipment may be located in the 20-foot abandoned ROW
- 154 area, they shall not be located within utility easement. If an easement is required, an updated
- 155 survey shall be submitted prior to the issuance of a building permit and reflect the easement and
- 156 the right of way abandonment.
- 157
- 158 3. A Declaration of Unity of Title shall be required combining all properties prior to issuance of a
- 159 building permit.
- 160
- 161 4. All lighting shall be shielded (full cut-off) so as to not trespass upon neighboring residential
- 162 properties or districts in excess of 12.57 lumens when measured from the property line and shall
- 163 comply with lighting code regulations in [LDR Section 23.4-3](#). LED lighting shall have a warm tone
- 164 of 2700K or less and light fixtures shall be consistent with the architectural style of the building.
- 165 Manufacturing cut-sheets for proposed fixtures and sconces in compliance with this condition
- 166 shall be provided prior to issuance.
- 167
- 168 5. Prior to the issuance of a building permit, submit the manufacturing details of the pervious
- 169 parking pavers. The details shall include the pavers' percolation rate which shall be at least 50%
- 170 relative to the ground percolation rate. a paver maintenance plan to ensure that it will maintain
- 171 its permeability over time.
- 172

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

185 **Public Works:**

- 186 1. Prior to the issuance of a building permit, the following actions shall be completed:  
187 a. Permits from the Lake Worth Drainage (LWDD) District's Engineering Department and the  
188 South Florida Water Management District's (SFWMD) Engineering Department shall be  
189 obtained, if necessary, and furnish to the City.  
190 b. An Erosion Control plan shall be submitted and indicate the BMP's and NPDES compliance  
191 practices.  
192 c. The dumpster location may be required to be modified to a 45-degree angle towards  
193 Federal Highway depending on the alley access configuration. Modification of the  
194 dumpster location shall require a minor site plan amendment only and shall be required  
195 to be modified to the 45-degree configuration at the direction of the Public Works  
196 Department.  
197
- 198 2. Prior to the issuance of a Certificate of Occupancy, the following actions shall be completed:  
199 a. The entire surrounding off-site infrastructure inclusive of the roadway, sidewalk, alley,  
200 curbing, stormwater system piping and structures, valve boxes, manholes, landscaping,  
201 striping, signage, and other improvements shall be restored to the same or better  
202 condition as prior to construction.  
203 b. All disturbed areas shall be fine graded and sodded with Bahia sod.  
204 c. Broom sweep all areas of the affected right of way and remove of all silt and debris  
205 collected as a result of construction activity.  
206 d. Restore the right of way to a like or better condition. Any damage to pavement, curbing,  
207 striping, sidewalks or other areas shall be restored in kind.  
208 e. These conditions of approval shall be satisfied under jurisdiction of the Dept. of Public  
209 Works.  
210 f. The 10-ft wide alley shall be improved at the cost of the applicant or property owner  
211 along the 40ft length of the abandoned segment of 9<sup>th</sup> Avenue South.  
212 g. The applicant or property owner shall contribute to the cost of the off-site  
213 improvements of 9<sup>th</sup> Ave South west to South N Street as directed by the City  
214 Commission.  
215

- 216 3. The issuance of any permits shall comply with all provisions of the Lake Worth Municipal Code  
217 and all other applicable standards including but not limited to the Florida Department of  
218 Transportation (FDOT), Manual on Uniform Traffic Control Devices (MUTCD), and City of Lake  
219 Worth Public Works Construction Standards and Policy and Procedure Manual.  
220
- 221 4. Prior to performing work in the right of way, the issuance a "Right of Way/Utility Permit" is  
222 required for the scope of work being performed.  
223

224 **Utilities Water & Sewer:**

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





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

DATE: August 25, 2021

TO: Members of the Planning and Zoning Board

FROM: Debora Slaski, Principal Planner

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

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

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

---

**REQUEST:**

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

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

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

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

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

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

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

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

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

**Staff Recommendation:**

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

**PROPERTY DESCRIPTION:**

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



**BACKGROUND:**

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

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

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

The subject site has a Future Land Use (FLU) designation of Mixed Use – East (MU-E). Per Policy 1.1.1.5, the MU-E FLU is intended to provide for a mixture of residential, office, service, and commercial retail uses within specific areas east of I-95, near or adjacent to central commercial core and major thoroughfares of the City. The preferred mix of uses area-wide are 75% residential and 25% non-residential. The proposed residential development is a residential use proposed along one of the City's Major Thoroughfares, Federal Highway. Therefore, the proposed use consistent with the intent of the MU-E FLU.

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

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

**Consistency with the Land Development Regulations**

Per LDRs Section 23.3-25, planned developments are intended to encourage innovative land planning and development techniques through incentives to create more desirable and attractive development within the City. The Department of Community Sustainability is tasked to review planned development applications in accordance with the LDRs, to assess compliance with the findings for granting planned developments (analyzed in the following

sections), and to provide a recommendation for whether the application should be approved, approved with conditions, or denied.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

A master site plan is required in conjunction with a residential urban planned development. The review criteria below are intended to promote safety and minimize negative impacts of development on its neighbors by establishing qualitative requirements for the arrangements of buildings, structures, parking areas, landscaping and other site improvements.

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

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

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

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

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

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

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

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

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

5. *Emergency access.* Structures and other site features shall be so arranged as to permit emergency vehicle access by some practical means to all sides of all buildings.

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

6. *Access to public ways.* All buildings, dwelling units and other facilities shall have safe and convenient access to a public street, walkway or other area dedicated to common use; curb cuts close to railroad crossings shall be avoided.

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

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

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

8. *Design of ingress and egress drives.* The location, size and numbers of ingress and egress drives to the site will be arranged to minimize the negative impacts on public and private ways and on adjacent private property. Merging and turnout lanes traffic dividers shall be provided where they would significantly improve safety for vehicles and pedestrians.

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

9. *Coordination of on-site circulation with off-site circulation.* The arrangement of public or common ways for vehicular and pedestrian circulation shall be coordinated with the pattern of existing or planned streets and pedestrian or bicycle pathways in the area. Minor streets shall not be connected to major streets in such a way as to facilitate improper utilization.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Conditional Use Permit:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

**Public Support/Opposition:**

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

**CONCLUSION:**

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

**Electric Utilities:**

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

**Planning and Zoning:**

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

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

**Public Works:**

1. Prior to the issuance of a building permit, the following actions shall be completed:
  - a. Permits from the Lake Worth Drainage (LWDD) District's Engineering Department and the South Florida Water Management District's (SFWMD) Engineering Department shall be obtained, if necessary, and furnish to the City.
  - b. An Erosion Control plan shall be submitted and indicate the BMP's and NPDES compliance practices.
2. Prior to the issuance of a Certificate of Occupancy, the following actions shall be completed:
  - a. The entire surrounding off-site infrastructure inclusive of the roadway, sidewalk, curbing, stormwater system piping and structures, valve boxes, manholes, landscaping, striping, signage, and other improvements shall be restored to the same or better condition as prior to construction.
  - b. All disturbed areas shall be fine graded and sodded with Bahia sod.
  - c. Broom sweep all areas of the affected right of way and remove of all silt and debris collected as a result of construction activity.
  - d. Restore the right of way to a like or better condition. Any damage to pavement, curbing, striping, sidewalks or other areas shall be restored in kind.
  - e. These conditions of approval shall be satisfied under jurisdiction of the Dept. of Public Works.
3. The issuance of any permits shall comply with all provisions of the Lake Worth Municipal Code and all other applicable standards including but not limited to the Florida Department of Transportation (FDOT), Manual

on Uniform Traffic Control Devices (MUTCD), and City of Lake Worth Public Works Construction Standards and Policy and Procedure Manual.

4. Prior to performing work in the right of way, the issuance a “Right of Way/Utility Permit” is required for the scope of work being performed.

**Utilities Water & Sewer:**

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

**Board Actions:**

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

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

**Consequent Action:**

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

**ATTACHMENTS:**

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



# Zoning Map - Burckle Place III

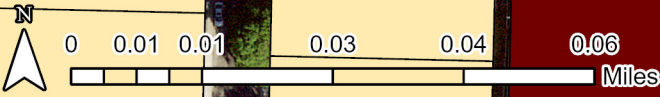
Department for Community Sustainability



SN St

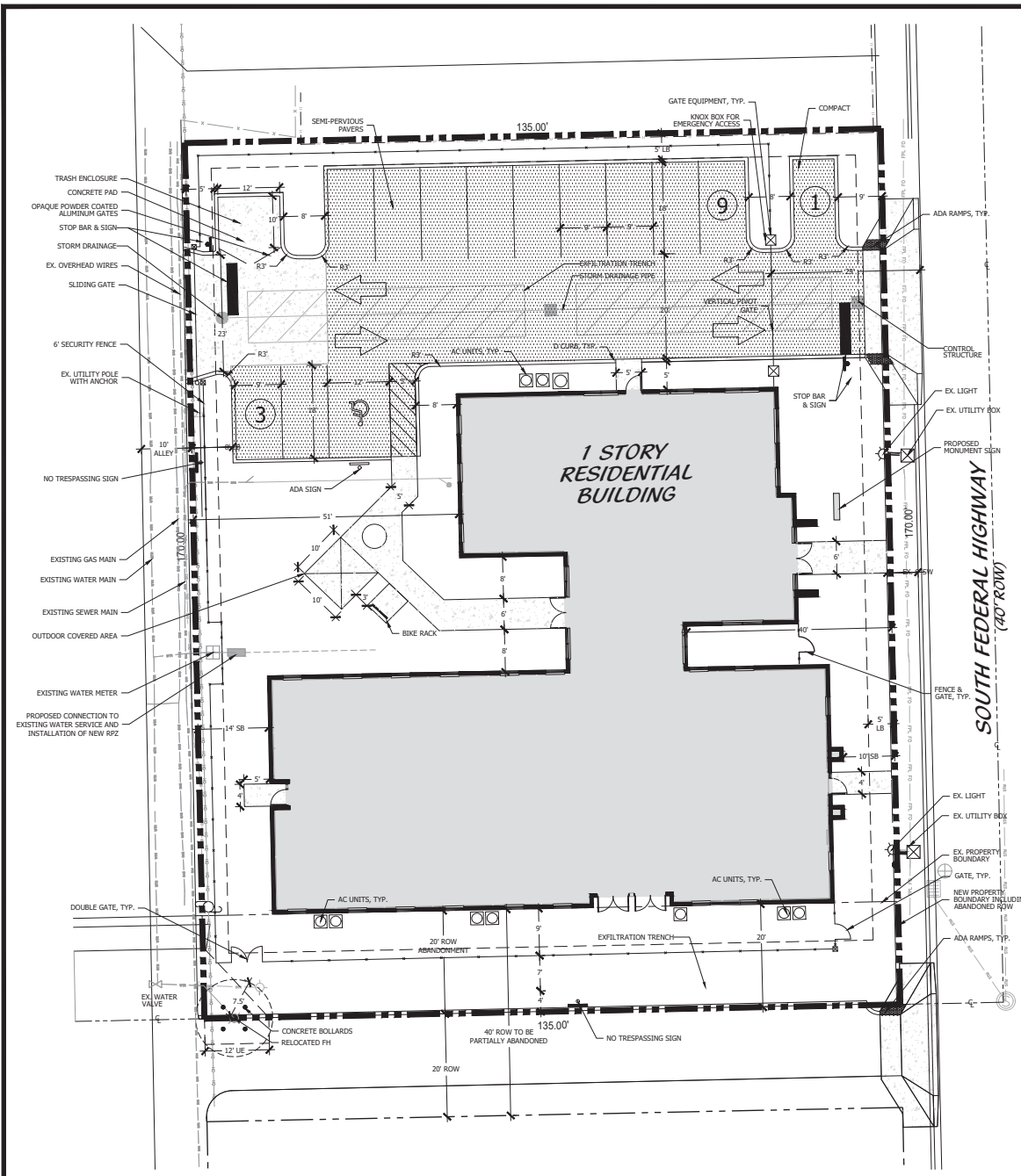
S Federal Hwy

9th Ave S



**Zoning**

- MU-FH
- SFR
- Highlighted Parcel



**SITE DATA**

NAME OF THE PROJECT: BURCKLE PLACE 3  
 PROPERTY CONTROL NUMBER: 38434427010210140  
 38434427010210180

FEMA FLOOD ZONE: X  
 TRAFFIC ANALYSIS ZONE: 379

LAND USE DESIGNATION: MU-E  
 ZONING: MU-FH

MAXIMUM BUILDING HEIGHT: 20'  
 NUMBER OF STORIES: 1  
 NUMBER OF BUILDINGS: 1

TOTAL SITE AREA: 0.53 AC  
 22,949.97 SF

**BUILDING DATA**  
 NUMBER OF MULTIFAMILY UNITS: 7 APARTMENTS  
 AREA OF EACH RESIDENTIAL UNIT:  
 REQUIRED: 900 SF  
 PROVIDED: 625 SF

PROJECT DENSITY: 13.29 DU/AC

**LAND USE**  
 BUILDING LOT COVERAGE: 7,885 0.18 34.36%  
 VEHICULAR USE AREA - PAVED: 661 0.02 2.89%  
 VEHICULAR USE AREA - SEMI-PERVIOUS: 4,540 0.19 19.79%  
 OPEN SPACE: 9,863 0.23 42.96%  
**TOTAL: 22,950 0.53 100.00%**

**LOT COVERAGE**  
**IMPERVIOUS AREA**  
 BUILDING LOT COVERAGE: 7,885 0.18 34.36%  
 VEHICULAR USE AREA - IMPERVIOUS: 661 0.02 2.89%  
 VEHICULAR USE AREA - SEMI-PERVIOUS (30%): 1,769 0.04 7.71%  
 SIDEWALKS - IMPERVIOUS: 1,662 0.02 4.34%  
 SIDEWALKS - SEMI-PERVIOUS (30%): 0 0.00 0.00%  
**TOTAL IMPERVIOUS AREA: 11,317 0.26 49.31%**

**PERVIOUS AREA**  
 GREEN SPACE: 9,863 0.23 42.96%  
 SIDEWALKS - SEMI-PERVIOUS (30%): 0 0.00 0.00%  
 VEHICULAR USE AREA - SEMI-PERVIOUS (30%): 1,769 0.04 7.71%  
**TOTAL PERVIOUS AREA: 11,632 0.27 50.69%**

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

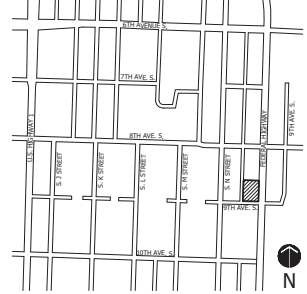
**TOTAL SITE AREA: 22,950 0.53 100.00%**

**PARKING DATA**  
 RESIDENTIAL: 14  
 Regular Spaces: 13  
 Compact Spaces: 1  
 Bike rack per LDR: 1  
**TOTAL: 14**  
 ADA SPACES (INCLUDED IN TOTAL): 1

**WAIVER TABLE**

CODE SECTION	REQUIRED	PROVIDED	WAIVER
23-3-10(c) UNIT SIZES	900 SF	625 SF	Reduction of 275 SF

**LOCATION MAP**



**PROJECT TEAM**

**OWNER/CLIENT:**  
 THE LORD'S PLACE INC.  
 PO BOX 3265  
 WEST PALM BEACH, FL 33402  
 561.670.3338  
 CONTACT: SCOTT WITZEL

**ARCHITECT:**  
 INTERPLAN INC - ARCHITECTS  
 9 DUNBAR ROAD  
 PALM BEACH GARDENS, FL 33418  
 561.744.0445  
 CONTACT: RANDY HANSEN

**LANDSCAPE ARCHITECT/PLANNER:**  
 JOHN GLIDDEN  
 ARCHITECT, A.I.A.  
 561.373.6000

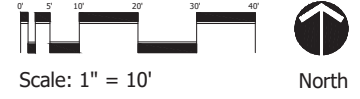
**SURVEYOR:**  
 COMPASS SURVEYING  
 6250 N. MILITARY TRAIL, #102  
 ROVIERA BEACH, FL 33407  
 CONTACT: MICHELLE GAVIN

**ENGINEER:**  
 SIMMONS & WHITE  
 2581 METROCENTRE BOULEVARD, #3  
 WEST PALM BEACH, FL 33407  
 561.478.7948  
 CONTACT: ROB RENNESBAUM

**LEGEND**

ADA	DISABLED	ADA SIGN
EX	EXISTING	STOP SIGN
FH	FIRE HYDRANT	NO TRESPASSING SIGN
LB	LANDSCAPE BUFFER	
R	RADIUS	
SB	SETBACK	
SW	SIDEWALK	
TP	TYPICAL	

**Site Plan**



**Coteleur & Hearing**  
 Landscape Architects  
 Land Planners  
 Environmental Consultants  
 1934 Commerce Lane  
 Suite 1  
 Jupiter, Florida 33458  
 561.747.6336 - Fax 747.1377  
 www.coteleurhearing.com  
 Lic# LC-26000635

**Burckle Place 3**

Lake Worth Beach, Florida

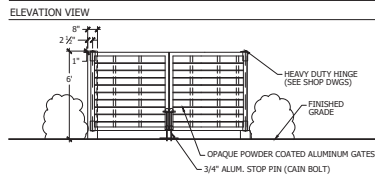
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DRAWN	ROB/NK
APPROVED	DEH
JOB NUMBER	19-1017
DATE	04-19-2021
REVISIONS	04-30-2021
	05-08-2021
	05-20-2021
	06-09-2021
	06-21-2021

July 09, 2021 4:08:15 p.m.  
 Drawing: 19-1017-SP-040

SHEET 1 OF 2

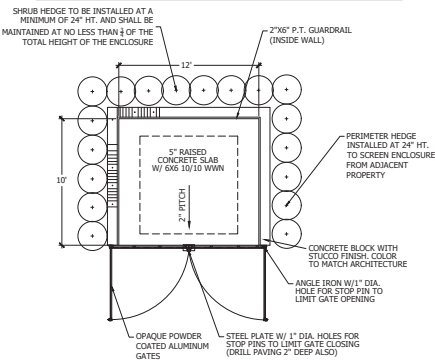
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**DUMPSTER DETAIL**

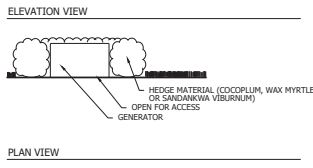


NTS

**PLAN VIEW**

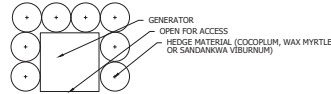


**GENERATOR DETAIL**



NTS

**PLAN VIEW**

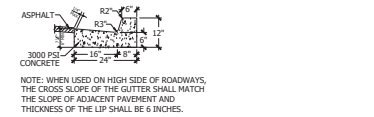


**D CURB DETAIL**



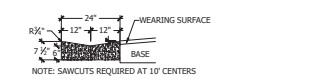
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**F CURB DETAIL**



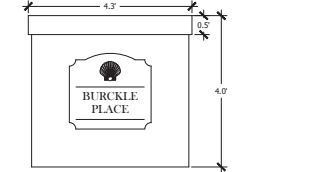
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**VALLEY CURB DETAIL**



NTS

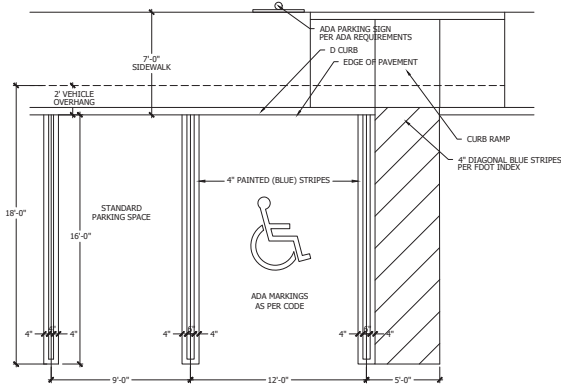
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NTS

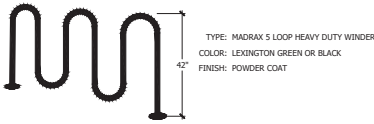
**STANDARD AND ADA PARKING DETAIL**

NTS



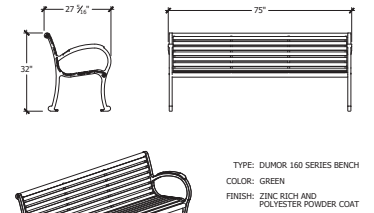
**BIKE RACK DETAIL**

NTS



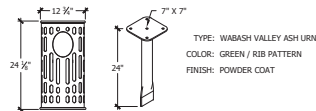
**BENCH DETAIL**

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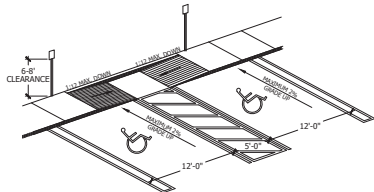
**TRASH CAN DETAIL**

NTS



**HANDICAP RAMP DETAIL**

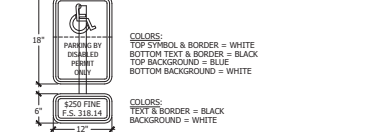
NTS



NOTE: IN THIS APPLICATION RAMP CAN BE SEPARATED AND SIDEWALK CAN BE FLUSH ACROSS ALL HC SPACES  
NOTE: HCR#3-MOD MEANS ONLY 1 RAMP BUILT TO REQUIRED SIDE OF SIDEWALK. OR RAMP SEP. TO ENDS OF HC SPACES

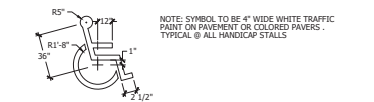
**HANDICAP SIGN DETAIL**

NTS



**HANDICAP SYMBOL DETAIL**

NTS



**Coteleur & Hearing**  
Landscape Architects  
Landscape Planners  
Environmental Consultants

1934 Commerce Lane  
Suite 1  
Jupiter, Florida 33458  
561.747.8336 - Fax 747.1377  
www.coteleurhearing.com  
Lic# LC-26000635

**Burckle Place 3**

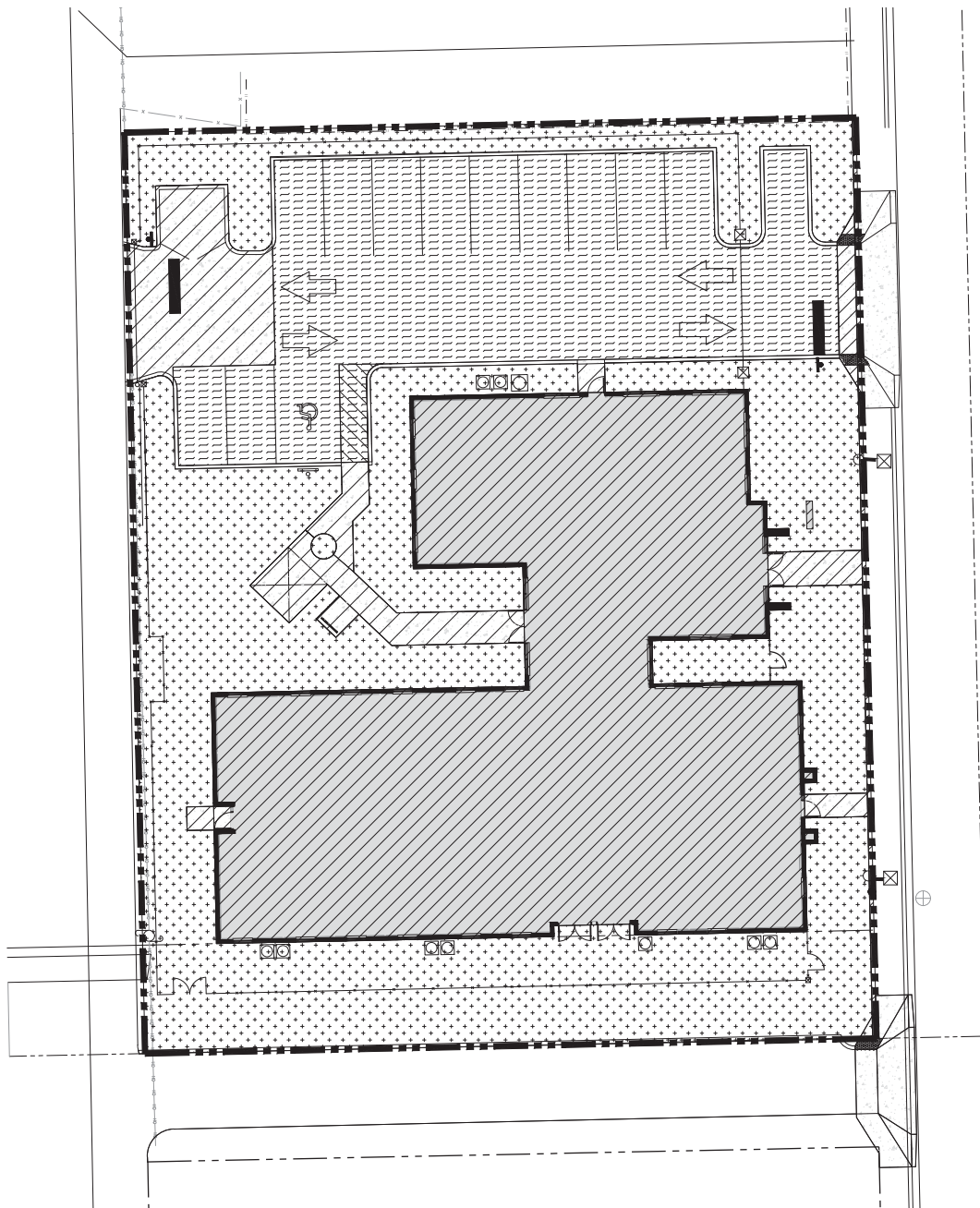
Lake Worth Beach, Florida

DESIGNED	DEH
DRAWN	ROB/NK
APPROVED	DEH
JOB NUMBER	19-1017
DATE	04-19-2021
REVISIONS	04-30-2021
	05-08-2021
	07-08-2021
	08-09-2021
	08-21-2021

July 09, 2021 4:08:15 p.m.  
Drawing: 19-1017-08-040

SHEET 2 OF 2  
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**Site Details**



IMPERVIOUS AREAS

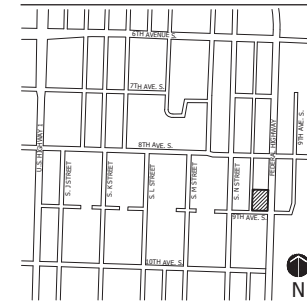


PERVIOUS AREAS



SEMI-PERVIOUS AREAS

LOCATION MAP



# Surfaces Exhibit



Scale: 1" = 10'



North



## Coteur & Hearing

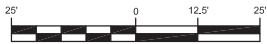
Landscape Architects  
Land Planners  
Environmental Consultants  
1934 Commerce Lane  
Suite 1  
Jupiter, Florida 33458  
561.747.6336 • Fax 561.747.1377  
www.coteurhearing.com  
Lic# LC-26000535

# Burckle Place 3

Lake Worth Beach, Florida

DESIGNED	DEH
DRAWN	RO/DMK
APPROVED	DEH
JOB NUMBER	19-1017
DATE	04-19-2021
REVISIONS	04-30-2021
	05-08-2021
	05-30-2021
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	06-21-2021

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Drawing: 19-1017 SP.DWG



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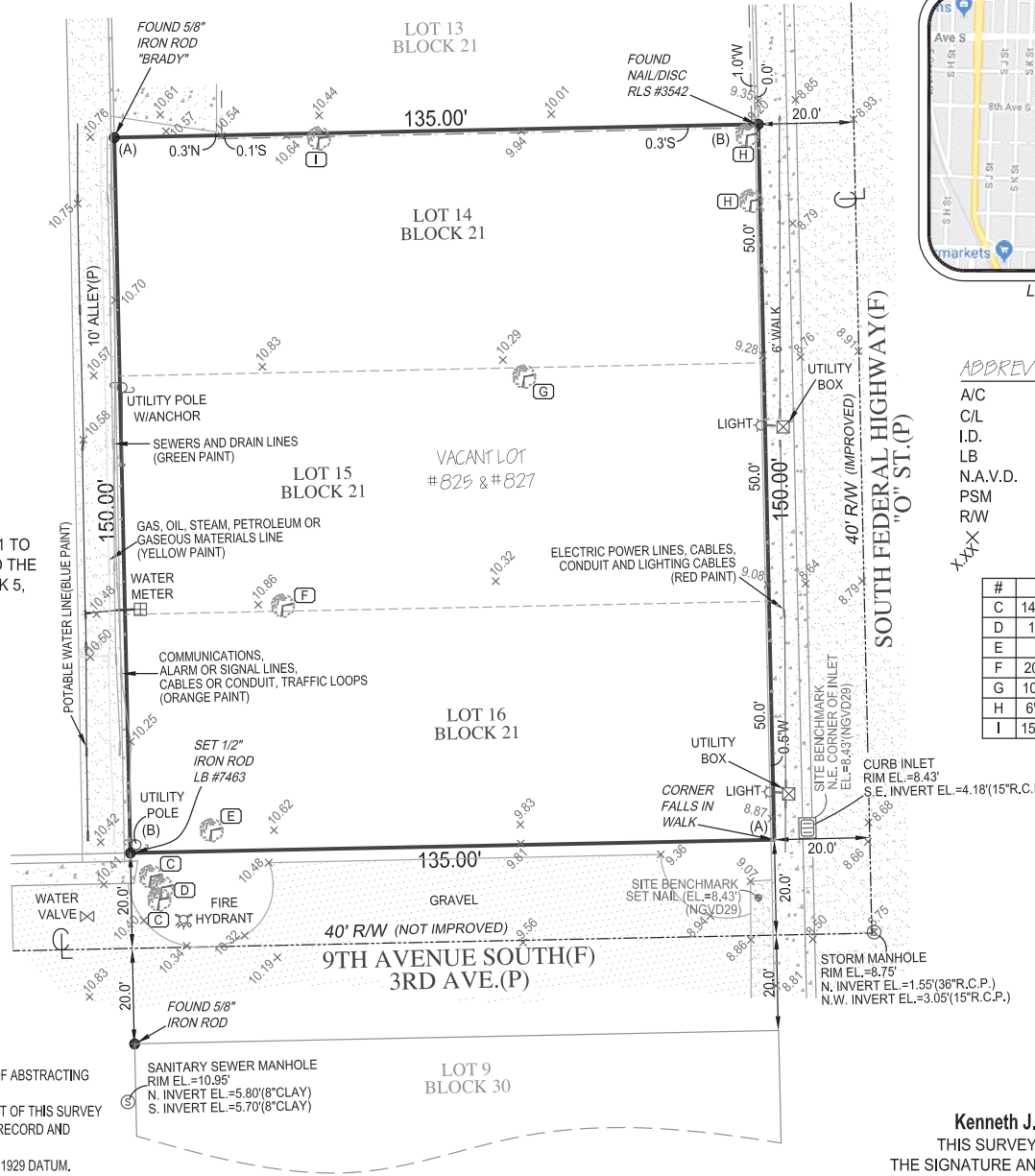
LOTS 14, 15 AND 16, BLOCK 21, PALM BEACH FARMS COMPANY PLAT NO. 4 ADDITION NO. 1 TO THE TOWN OF LAKE WORTH, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE 6, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

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

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

**NOTES:**

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



LOCATION MAP NOT TO SCALE

**ABBREVIATION DESCRIPTION:**

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

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

**ORIGINATION BENCHMARK**

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

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

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

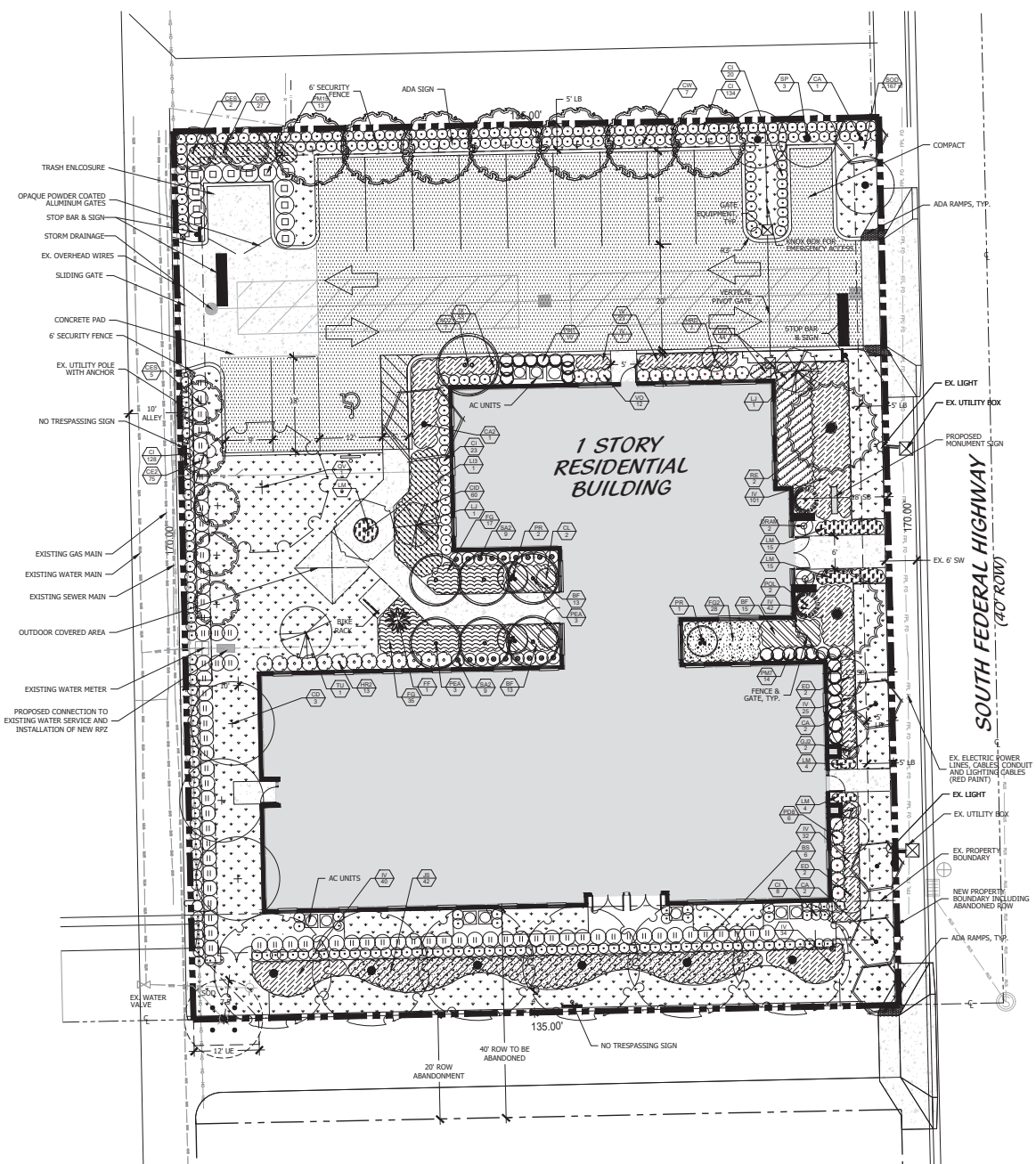
Project C-18614  
 Date 01-28-2020  
 Scale 1" = 25'  
 1 of 1

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

**COMPASS SURVEYING**

LB. 7463 PHONE: 561.640.4800 FAX: 561.640.0576

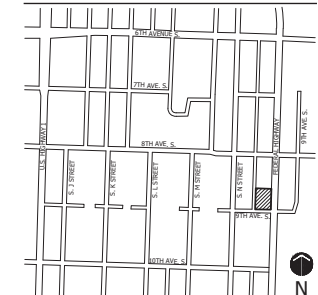




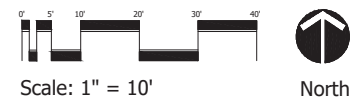
### LANDSCAPE DATA

NAME OF PROJECT		BURCKLE PLACE 3	
CURRENT LAND USE DESIGNATION	MU-E		
CURRENT ZONING DESIGNATION	MU-FH		
CURRENT USE OF PROPERTY	VACANT		
<b>TOTAL SITE AREA</b>	<b>22,950 SF</b>	<b>0.53 AC</b>	
<b>LAND USE</b>	<b>SF</b>	<b>AC</b>	<b>%</b>
BUILDING LOT COVERAGE	7,885	0.18	34.36%
VEHICULAR USE AREA - PARKED	1,526	0.04	6.69%
VEHICULAR USE AREA - SEMI PERVIOUS	4,726	0.11	20.59%
OPEN SPACE	8,814	0.20	38.40%
<b>TOTAL</b>	<b>23,950</b>	<b>0.53</b>	<b>100.00%</b>
<b>GREENSPACE</b>	<b>REQ</b>	<b>PROV</b>	<b>%</b>
		32.09%	
<b>INTERIOR LANDSCAPE</b>			
INTERIOR LANDSCAPE (OPEN SPACE)	8,814		
	REQ	PROV	
SMALL TREES (1 PER 100 SF)	39		
MEDIUM TREES (1 PER 400 SF)	22		
LARGE TREES (1 PER 625 SF)	14		
<b>PERIMETER LANDSCAPE</b>			
NORTH (1 LARGE TREE PER 25)	135	5	9
SOUTH (1 MEDIUM TREE PER 20)	135	7	7
EAST (1 LARGE TREE PER 25)	150	6	6
WEST (1 MEDIUM TREE PER 20)	150	8	8
<b>FOUNDATION PLANTING</b>			
BUILDING ADDITION	LENGTH	REQ	PROV
LENGTH OF FOUNDATION (40% REQ)	502.18	201	418
S.F. OF PLANTING		1024.36	2,168
PLANT UNITS (1/250 REQ PLANTING)		201	>201
PHASE 1B SF			>201
<b>TOTAL PLANT UNITS</b>			
	REQ	PROV	
		201	>201
<b>NATIVE TREES</b>			
NATIVE TREES	75%	97%	
PAVIL, SHRUBS & GROUNDCOVERS	75%	75%	

### LOCATION MAP



## Landscape Plan



**Coteleur & Hearing**  
Landscape Architects  
Land Planners  
Environmental Consultants  
1934 Commerce Lane  
Suite 1  
Jupiter, Florida 33458  
561.747.8336 - Fax 747.1377  
www.coteleurhearing.com  
Lic# LC-26000635

*Burckle Place 3*  
Lake Worth Beach, Florida

DESIGNED	DESK
DRAWN	RODRIGUEZ
APPROVED	DEHL
JOB NUMBER	19-1017
DATE	04-19-2021
REVISIONS	05-08-2021
	05-19-2021
	06-09-2021
	06-21-2021

July 09, 2021 4:14:30 p.m.  
Drawing: 18-1007 LP-040  
SHEET 1 OF 2  
COTELEUR & HEARING, INC.  
This drawing is the property of Coteleur & Hearing, Inc. and may be used for reference or any other project without the approval of Coteleur & Hearing, Inc. All other projects must comply with all applicable laws and regulations. All rights reserved to the provider.

## LANDSCAPE NOTES

ALL PLANT MATERIAL SHALL BE FLORIDA NUMBER 1 OR BETTER AS DEFINED BY THE DIVISION OF PLANT INDUSTRY (FLORIDA BRACKEN AND STANDARD LATEST EDITION).

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

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

AT THE TIME OF INSTALLATION THE UTILITY SHALL EXERCISE HOLD HARMLESS AGREEMENTS WITH ALL APPLICABLE UTILITIES FOR LANDSCAPING WITH UTILITY FACILITIES.

THE LANDSCAPE CONTRACTOR SHALL NOT MAKE ANY SUBSTITUTIONS OR CHANGES WITHOUT THE AUTHORIZATION AND APPROVAL OF ALL CONTRACTS. THE LANDSCAPE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO COMMENCING WORK.

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

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

500 AND BRACKEN SHALL BE INSTALLED IN ANY ADJACENT RIGHT OF WAY BETWEEN THE SIDEWALK AND THE CURB. ALL 500 SHALL BE STRUTTED WITH STAINLESS STEEL FOUR-FURTER (4) FT. ADJUSTABLE SIDES.

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

THE 2" MASONRY CONCRETE CURBING SHALL BE FINISHED AROUND ALL PLANTING ISLANDS WITH VEHICULAR USE AREAS.

ALL PLANTING ISLANDS AND BEDS SHALL BE TYPED IN SUCH A MANNER TO MINIMIZE SITE VISIBILITY COMPLAINTS. CLEAR VISIBILITY SHALL BE MAINTAINED BETWEEN 30 INCHES AND 7 FEET. 30" HIGH FUR BY FIRST 10' FROM CURB. TRANSITION TO 18" HIGH BARRIER SHALL BE INSTALLED AT THE END OF THE PLANTING ISLAND. VISIBILITY AT ALL LANDSCAPING SHALL CONFORM TO THE REQUIREMENTS OF FDOT INDEX 5A.

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

PLANTING ISLANDS AND BEDS SHALL BE FREE FROM SHRUBS AND CONSTRUCTION DEBRIS. EXCAVATED TO A DEPTH OF 30 INCHES OR TO CLEAN WITHIN 30" OF THE SPECIFIED FINISHED GRADE.

ALL LANDSCAPING ISLANDS SHALL INCORPORATE THE INSTALLATION OF HOLDING OF NATIVE SOILS A MINIMUM OF SIX (6) INCHES TO AVOID THE TOP OF CURB.

18" 90° BARRIER ROOT BARRIER SHALL BE PROVIDED FOR. SHADE TREES PLANTED WITHIN SIX (6) FEET OF PUBLIC RIGHT OF WAY SHALL BE INSTALLED WITHIN THE SPECIFIED FINISHED GRADE.

ALL AREAS SHALL BE FULLY REGRASS IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF LAKE WORTH BEACH. THE REGRASSING AND SOIL SOURCE SHALL BE LOCATED FOR CONCRETE AREAS AND POTABLE WATER AROUND THE BUILDING FOUNDATION.

CATCH BASINS AND DRAINAGE SHALL NOT BE LOCATED WITHIN THE REQUIRED BUFFER OR RESERVE AREAS.

THE IRRIGATION SYSTEM SHALL BE DESIGNED TO PROVIDE 100% OVERLAY COVER TO ALL LANDSCAPE AND SOO AREAS.

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

EXISTING TREES PROTECTED TO REMAIN SHALL BE STAKED AND BARRICADED PRIOR TO ANY LAND CLEARING.

TREES TO BE RELOCATED SHALL BE PROTECTED DURING CONSTRUCTION.

ALL TREES PROTECTED TO BE PRESERVED ON SITE SHALL BE PROTECTED IN ACCORDANCE WITH THE PROCEDURES AND METHODS OF THE IRRIGATION GENERAL REQUIREMENTS TO THE CITY OF LAKE WORTH BEACH CODE. PROTECT TO THE SURVIVAL OF A.C.D.

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## PLANT LIST

TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	NATIVE	REMARKS
BS	6	BURSERA SIMPSONIA	GURFO LIMBO	8" B	4" C	12" HT. X 5" SPRD.	Y	FULL CANOPY
CA	5	CLUSIA ROSEA	AUTOGRAHY TREE	45	4" C	10" - 12" O.A.	Y	FULL CANOPY, STANDARD, 4" CT
CA2	1	CLUSIA ROSEA	AUTOGRAHY TREE	65	2" C	10" - 12" O.A.	Y	FULL CANOPY, STANDARD, 4" CT
CD	1	COCCOONIA GONAVESPOLA	COCCOONIA	45	2" C	12" O.A.	Y	FULL CANOPY, STANDARD
CS	7	COCCOONIA ERICETUS 'NORMA'	SILVER BUTTWOOD TREE	45	4" C	MULTI TRUNK	Y	FULL CANOPY, MULTI TRUNK
CW	7	CORDIA ROOSEVETI 'WHITE GIGANT'	WHITE GIGANT	65	4" C	10" - 12" O.A.	Y	FULL CANOPY, STANDARD
L13	1	LAGERSTROMIA INDICA 'TURKEGI'	RED CRANI MYRTLE	45	3.5" C	12" O.A. X 5" SPRD	N	FULL & THICK CANOPY, FLORIDA FANCY, MATCHED, SINGLE STRAIGHT TRUNK, 3" CT.
QV	1	QUERCUS VIRGINIANA	LIVE OAK	N.A.	3" C	14" HT. X 7" SPREAD	Y	4" CT. MIN. FULL CANOPY, SYMMETRICAL, MATCHED, TREE SHALL BE GROWN FROM SEED, NOT FROM BARTHOLOMEW CUTLIER OR CLONE WHISTLES
ACCENT TREES/PAVING	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	NATIVE	REMARKS
GD	2	GARDENIA JARDINENSIS	'HEAVY SUPREME'	15	4" C	3" - 4" O.A.	N	FULL & THICK MATCHED.
HS	1	HIBISCUS ROSEA 'DOUBLE PEACH'	HIBISCUS	45	4" C	4" O.A. X 3" SPRD	N	TREE TRUNK, STANDARD
LI	2	LIGULSTRUM ANTHOLINUM	JAPANESE PRIVET	45	4" C	7" HT., 3" SPRD.	N	FULL CANOPY
PK	1	PIKINIA KOBUSIENSIS	PIKINIA	30	4" C	4" O.A.	N	TREE TRUNK, FLORIDA FANCY
PL	2	POLYANTHA LONGICOLA	MARY TREE	30	4" C	14" O.A.	N	FULL & THICK CANOPY, FLORIDA FANCY, MATCHED, SINGLE STRAIGHT TRUNK, 3" CT.
TU	1	TROCHODENDRON GRANULOSA	PURPLE GLOVE TREE	45	4" C	6" HT X 4" SPRD	N	FULL CANOPY, SYMMETRICAL, MULTI-TRUNK
PALM TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	NATIVE	REMARKS
FEA	6	SPATHOPHYLLA ELEGANS	SINGLE ALEXANDER PALM	FIBED GROWN NA	14"	10" - 12" O.A.	N	FULL CANOPY, SINGLE STEM, MATCHED
RE	2	ROSTKIA GLATA	ROYAL PALM	NA	NA	14" O.B.	N	FULL CANOPY, MATCHED
SA	3	SABAL PALMETTO	SABAL PALMETTO	NA	NA	12" - 20" CT.	Y	SILK, STRAIGHT TRUNK, REGRASSMENT
AC2	1	VEITCHIA REBELLII	CHRISTMAS PALM	30	4" C	12" O.A.	N	FULL CANOPY, DOUBLE TRUNK
SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	CONT	SIZE	SPACE	NATIVE	REMARKS
CT	313	CHRYSOBALANUS ICACO	COCK FLUR	3	2" X 2"	3" O.C.	Y	FULL & THICK
CR	1	CHRYSOBALANUS ICACO	GREEN BUTTWOOD	7	3" X 3"	3" O.C.	Y	FULL & THICK
CL	2	CORDYLINE 'GLAUCA'	GLAUCIA PLANT	3	3" O.A.	A.S.	N	FULL & THICK
DN	1	DWARF MANDARINA	JAPANESE PRIVET	3	3" O.A.	A.S.	N	FULL & THICK, CHARACTER, TIPS
FI	1	FUCHSIA FORTUNA	FALSE AGAVE	7	3" O.A.	3" O.C.	N	FULL & THICK
HE2	1	HIBISCUS ROSEA 'SINGAPORE'	RED HIBISCUS	7	3" O.A.	3" O.C.	N	FULL & THICK
PH	6	PODOCARPUS HADROPOLUS 'PRINGLES'	DWARF PRINGLES	7	2.5" X 3.5"	A.S.	N	FULL & THICK
PO	1	PODOCARPUS HADROPOLUS	PODOCARPUS	24	4" HT. X 2" SPRD	A.S.	N	FULL & THICK MATCHED.
PH15	13	PODOCARPUS HADROPOLUS	PODOCARPUS	15	5" O.A. X 2" SPRD	2" O.C.	N	FULL & THICK
SA2	1	SCHOFFERIA PALMATA 'TINETTE'	DWARF MARIAGUATE SCOFFERIA	3	4" X 2"	3" O.C.	N	FULL & THICK
VB	12	VIBURNUM OBOVATUM	WILSON'S VIBURNUM	7	4" X 3"	3" O.C.	Y	FULL & THICK
GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME	CONT	SIZE	SPACE	NATIVE	REMARKS
FC	44	CHRYSOBALANUS ICACO	COCKFLUR	3	2" X 2"	3" O.C.	Y	FULL & THICK
CD	26	CHRYSOBALANUS ICACO	COCKFLUR	3	2" X 2"	3" O.C.	Y	FULL & THICK
CC	44	CHRYSOBALANUS ICACO	COCKFLUR	3	2" X 2"	3" O.C.	Y	FULL & THICK
FC2	28	CHRYSOBALANUS ICACO	COCKFLUR	3	2" X 2"	3" O.C.	Y	FULL & THICK
FC3	28	CHRYSOBALANUS ICACO	COCKFLUR	3	2" X 2"	3" O.C.	Y	FULL & THICK
FC4	28	CHRYSOBALANUS ICACO	COCKFLUR	3	2" X 2"	3" O.C.	Y	FULL & THICK
FC5	28	CHRYSOBALANUS ICACO	COCKFLUR	3	2" X 2"	3" O.C.	Y	FULL & THICK
FC6	28	CHRYSOBALANUS ICACO	COCKFLUR	3	2" X 2"	3" O.C.	Y	FULL & THICK
FC7	28	CHRYSOBALANUS ICACO	COCKFLUR	3	2" X 2"	3" O.C.	Y	FULL & THICK
FC8	28	CHRYSOBALANUS ICACO	COCKFLUR	3	2" X 2"	3" O.C.	Y	FULL & THICK
FC9	28	CHRYSOBALANUS ICACO	COCKFLUR	3	2" X 2"	3" O.C.	Y	FULL & THICK
FC10	28	CHRYSOBALANUS ICACO	COCKFLUR	3	2" X 2"	3" O.C.	Y	FULL & THICK
FC11	28	CHRYSOBALANUS ICACO	COCKFLUR	3	2" X 2"	3" O.C.	Y	FULL & THICK
FC12	28	CHRYSOBALANUS ICACO	COCKFLUR	3	2" X 2"	3" O.C.	Y	FULL & THICK
FC13	28	CHRYSOBALANUS ICACO	COCKFLUR	3	2" X 2"	3" O.C.	Y	FULL & THICK
FC14	28	CHRYSOBALANUS ICACO	COCKFLUR	3	2" X 2"	3" O.C.	Y	FULL & THICK
FC15	28	CHRYSOBALANUS ICACO	COCKFLUR	3	2" X 2"	3" O.C.	Y	FULL & THICK
FC16	28	CHRYSOBALANUS ICACO	COCKFLUR	3	2" X 2"	3" O.C.	Y	FULL & THICK
FC17	28	CHRYSOBALANUS ICACO	COCKFLUR	3	2" X 2"	3" O.C.	Y	FULL & THICK
FC18	28	CHRYSOBALANUS ICACO	COCKFLUR	3	2" X 2"	3" O.C.	Y	FULL & THICK
FC19	28	CHRYSOBALANUS ICACO	COCKFLUR	3	2" X 2"	3" O.C.	Y	FULL & THICK
FC20	28	CHRYSOBALANUS ICACO	COCKFLUR	3	2" X 2"	3" O.C.	Y	FULL & THICK
FC21	28	CHRYSOBALANUS ICACO	COCKFLUR	3	2" X 2"	3" O.C.	Y	FULL & THICK
FC22	28	CHRYSOBALANUS ICACO	COCKFLUR	3	2" X 2"	3" O.C.	Y	FULL & THICK
FC23	28	CHRYSOBALANUS ICACO	COCKFLUR	3	2" X 2"	3" O.C.	Y	FULL & THICK
FC24	28	CHRYSOBALANUS ICACO	COCKFLUR	3	2" X 2"	3" O.C.	Y	FULL & THICK
FC25	28	CHRYSOBALANUS ICACO	COCKFLUR	3	2" X 2"	3" O.C.	Y	FULL & THICK
FC26	28	CHRYSOBALANUS ICACO	COCKFLUR	3	2" X 2"	3" O.C.	Y	FULL & THICK
FC27	28	CHRYSOBALANUS ICACO	COCKFLUR	3	2" X 2"	3" O.C.	Y	FULL & THICK
FC28	28	CHRYSOBALANUS ICACO	COCKFLUR	3	2" X 2"	3" O.C.	Y	FULL & THICK
FC29	28	CHRYSOBALANUS ICACO	COCKFLUR	3	2" X 2"	3" O.C.	Y	FULL & THICK
FC30	28	CHRYSOBALANUS ICACO	COCKFLUR	3	2" X 2"	3" O.C.	Y	FULL & THICK
FC31	28	CHRYSOBALANUS ICACO	COCKFLUR	3	2" X 2"	3" O.C.	Y	FULL & THICK
FC32	28	CHRYSOBALANUS ICACO	COCKFLUR	3	2" X 2"	3" O.C.	Y	FULL & THICK
FC33	28	CHRYSOBALANUS ICACO	COCKFLUR	3	2" X 2"	3" O.C.	Y	FULL & THICK
FC34	28	CHRYSOBALANUS ICACO	COCKFLUR	3	2" X 2"	3" O.C.	Y	FULL & THICK
FC35	28	CHRYSOBALANUS ICACO	COCKFLUR	3	2" X 2"	3" O.C.	Y	FULL & THICK
FC36	28	CHRYSOBALANUS ICACO	COCKFLUR	3	2" X 2"	3" O.C.	Y	FULL & THICK
FC37	28	CHRYSOBALANUS ICACO	COCKFLUR	3	2" X 2"	3" O.C.	Y	FULL & THICK
FC38	28	CHRYSOBALANUS ICACO	COCKFLUR	3	2" X 2"	3" O.C.	Y	FULL & THICK
FC39	28	CHRYSOBALANUS ICACO	COCKFLUR	3	2" X 2"	3" O.C.	Y	FULL & THICK
FC40	28	CHRYSOBALANUS ICACO	COCKFLUR	3	2" X 2"	3" O.C.	Y	FULL & THICK
FC41	28	CHRYSOBALANUS ICACO	COCKFLUR	3	2" X 2"	3" O.C.	Y	FULL & THICK
FC42	28	CHRYSOBALANUS ICACO	COCKFLUR	3	2" X 2"	3" O.C.	Y	FULL & THICK
FC43	28	CHRYSOBALANUS ICACO	COCKFLUR	3	2" X 2"	3" O.C.	Y	FULL & THICK
FC44	28	CHRYSOBALANUS ICACO	COCKFLUR	3	2" X 2"	3" O.C.	Y	FULL & THICK
FC45	28	CHRYSOBALANUS ICACO	COCKFLUR	3	2" X 2"	3" O.C.	Y	FULL & THICK
FC46	28	CHRYSOBALANUS ICACO	COCKFLUR	3	2" X 2"	3" O.C.	Y	FULL & THICK
FC47	28	CHRYSOBALANUS ICACO	COCKFLUR	3	2" X 2"	3" O.C.	Y	FULL & THICK
FC48	28	CHRYSOBALANUS ICACO	COCKFLUR	3	2" X 2"	3" O.C.	Y	FULL & THICK
FC49	28	CHRYSOBALANUS ICACO	COCKFLUR	3	2" X 2"	3" O.C.	Y	FULL & THICK
FC50	28	CHRYSOBALANUS ICACO	COCKFLUR	3	2" X 2"	3" O.C.	Y	FULL & THICK
FC51	28	CHRYSOBALANUS ICACO	COCKFLUR	3	2" X 2"	3" O.C.	Y	FULL & THICK
FC52	28	CHRYSOBALANUS ICACO	COCKFLUR	3	2" X 2"	3" O.C.	Y	FULL & THICK
FC53	28	CHRYSOBALANUS ICACO	COCKFLUR	3	2" X 2"	3" O.C.	Y	FULL & THICK
FC54	28	CHRYSOBALANUS ICACO	COCKFLUR	3	2" X 2"	3" O.C.	Y	FULL & THICK
FC55	28	CHRYSOBALANUS ICACO	COCKFLUR	3	2" X 2"	3" O.C.	Y	FULL & THICK
FC56	28	CHRYSOBALANUS ICACO	COCKFLUR	3	2" X 2"	3" O.C.	Y	FULL & THICK
FC57	28	CHRYSOBALANUS ICACO	COCKFLUR	3	2" X 2"	3" O.C.	Y	FULL & THICK
FC58	28	CHRYSOBALANUS ICACO	COCKFLUR	3	2" X 2"	3" O.C.	Y	FULL & THICK
FC59	28	CHRYSOBALANUS ICACO	COCKFLUR	3	2" X 2"	3" O.C.	Y	FULL & THICK
FC60	28	CHRYSOBALANUS ICACO	COCKFLUR	3	2" X 2"	3" O.C.	Y	FULL & THICK
FC61	28	CHRYSOBALANUS ICACO	COCKFLUR	3	2" X 2"	3" O.C.	Y	FULL & THICK
FC62	28	CHRYSOBALANUS ICACO	COCKFLUR	3	2" X 2"	3" O.C.	Y	FULL & THICK
FC63	28	CHRYSOBALANUS ICACO	COCKFLUR	3	2" X 2"	3" O.C.	Y	FULL & THICK
FC64	28	CHRYSOBALANUS ICACO	COCKFLUR	3	2" X 2"	3" O.C.	Y	FULL & THICK
FC65	28	CHRYSOBALANUS ICACO	COCKFLUR	3	2" X 2"	3" O.C.	Y	FULL & THICK
FC66	28	CHRYSOBALANUS ICACO	COCKFLUR	3	2" X 2"	3" O.C.	Y	FULL & THICK
FC67	28	CHRYSOBALANUS ICACO	COCKFLUR	3	2" X 2			

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

LAND USE	SF	AC	%
BUILDING LOT COVERAGE	7,885	0.18	34.36%
VEHICULAR USE AREA - PAVED	1,526	0.04	6.65%
VEHICULAR USE AREA - SEMI-PERVIOUS	4,728	0.11	20.59%
OPEN SPACE	8,814	0.20	38.40%
<b>TOTAL</b>	<b>22,950</b>	<b>0.53</b>	<b>###</b>

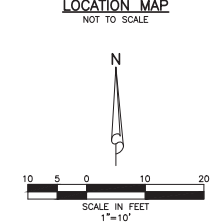
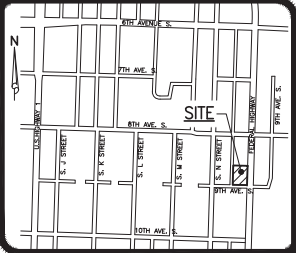
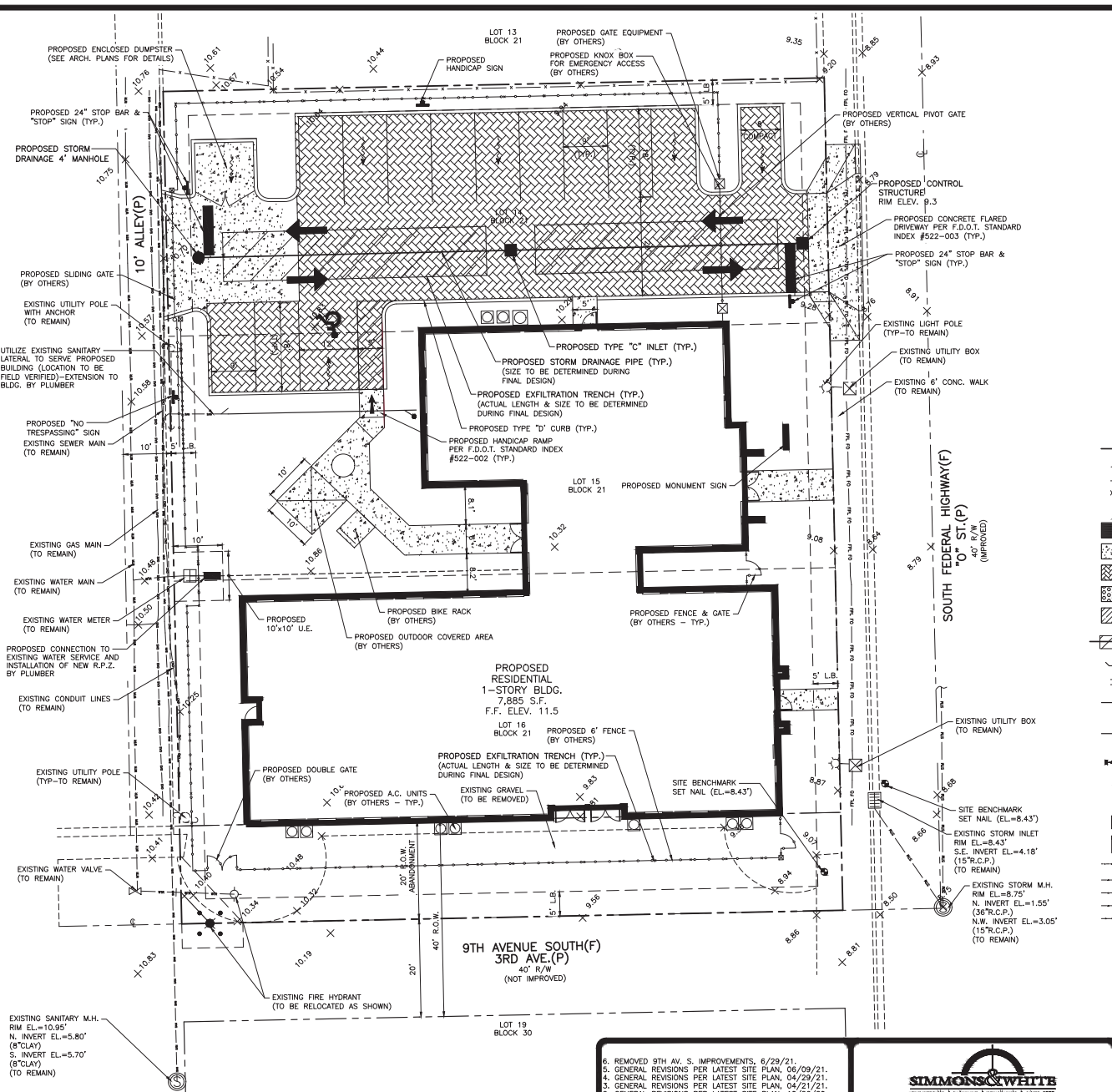
LOT COVERAGE	SF	AC	%
<b>IMPERVIOUS AREA</b>			
BUILDING LOT COVERAGE	7,885	0.18	34.36%
VEHICULAR USE AREA - IMPERVIOUS	1,526	0.04	6.65%
VEHICULAR USE AREA - SEMI-PERVIOUS (50%)	1,851	0.04	8.07%
SIDEWALKS - IMPERVIOUS	1,023	0.02	4.46%
SIDEWALKS - SEMI-PERVIOUS (50%)	0	0.00	0.00%
<b>TOTAL IMPERVIOUS AREA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

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

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

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



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

6/30/2021


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

**SIMMONS & WHITE**  
 2581 Melrose Drive West & S.W. 24th Street, Palm Beach, Florida 33407 • (561) 478-7848  
 AUTHORIZED BY: [Signature]  
 DESIGN: G.B. DRAWN: R.S. CHECKED: [Signature] APPROVED: [Signature] DATE: [Signature]

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

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

Project	BURCKLE PLACE	Conting #	53D
Proposed by		Date	12/01/2020




**Lumark**  
Prevail / Prevail XL Discrete LED  
Area / Site Luminaire

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


**Interactive Menu:**

- Ordering Information [page 1](#)
- Mounting Details [page 1](#)
- Optical Configurations [page 1](#)
- Product Specifications [page 1](#)
- Energy and Performance Data [page 1](#)
- Control Options [page 1](#)

**Product Certifications**



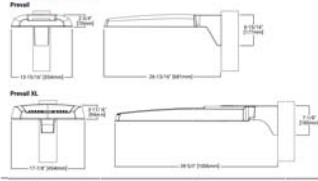
**Product Features**



**Quick Facts**

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

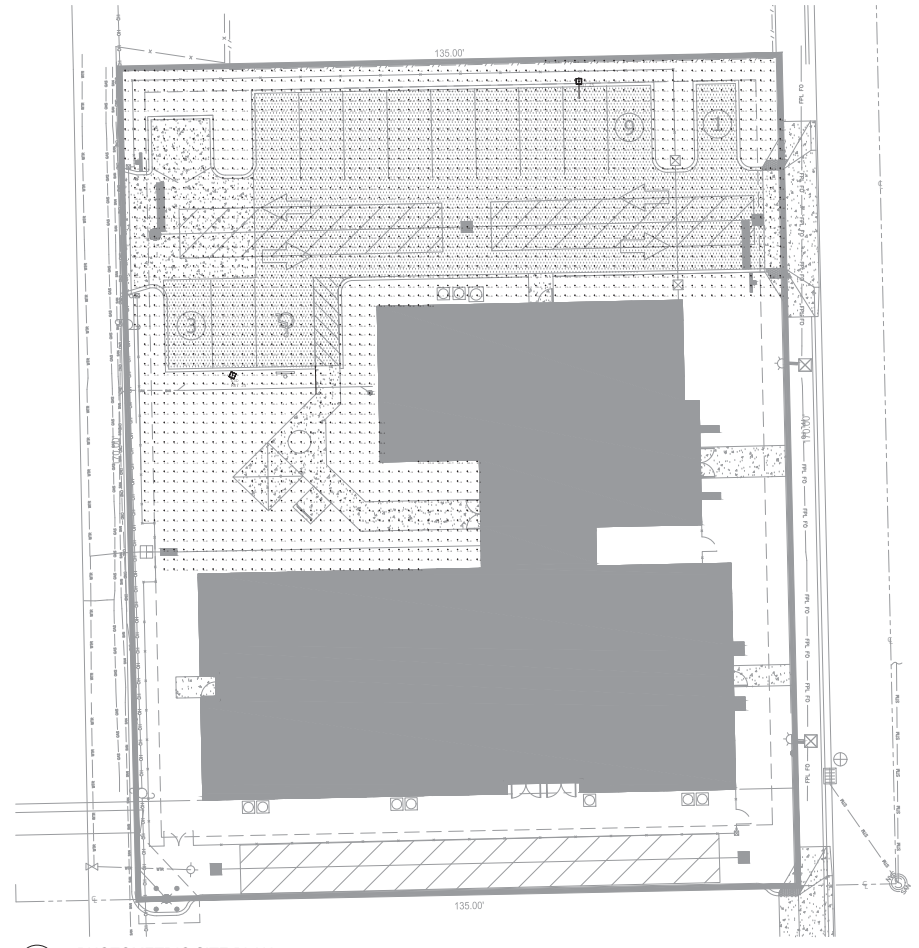
**Dimensional Details**



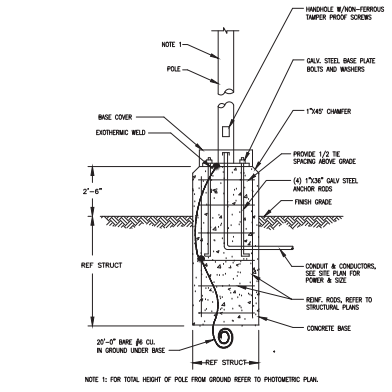
**COOPER**  
Lighting Solutions

Symbol	Qty	Label	Arrangement	Total Lamp Lumens	MF	Description	Tag
☐	2	PRV-PA2A-730-0-24W-HSS	SINGLE	N.A.	1.000	PRV-PA2A-730-0-24W-HSS	53D

Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Parking	Luminance	fcx	11.82	28.5	2.3	33.46	88.33



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



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

**RGD**  
CONSULTING  
ENGINEERS

JUPITER | ORLANDO  
561-765-6166 | 407-564-8830  
WWW.RGDENGINEERS.COM



**Coteleur & Hearing**  
Landscape Architects  
Land Planners  
Environmental Consultants  
1934 Commerce Lane  
Suite 1  
Jupiter, Florida 33458  
561.747.6338 - Fax 561.1377  
www.coteleurhearing.com  
Lic# LC-26000535

Burckle Place 3  
Lake Worth Beach, Florida

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

May 20, 2021 9:54:48 a.m.  
Drawing 19-1017 SP-DWG

SHEET 1 of 1  
COTELEUR & HEARING, INC.  
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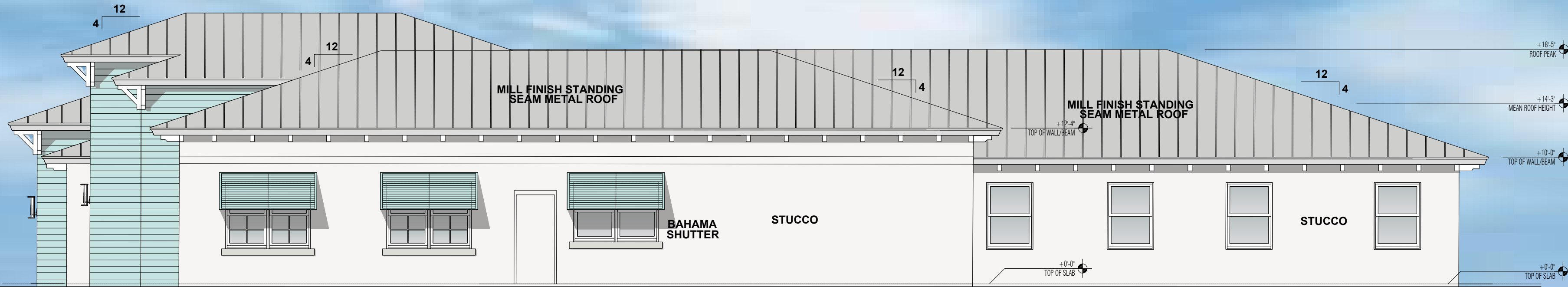
THE LORD'S PLACE  
BURCKLE PLACE 3



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

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

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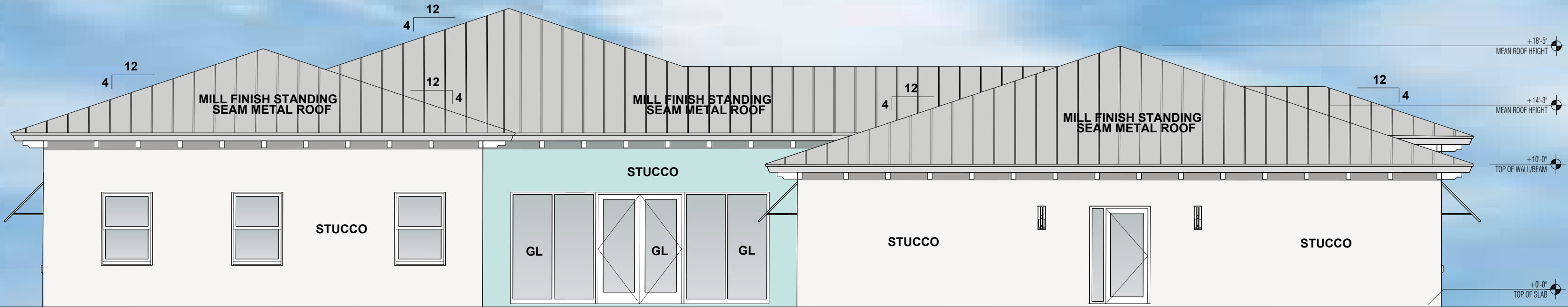
**3** **NORTH ELEVATION**  
 SCALE: ONE INCH EQUALS 8 FEET



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

SIDING  
 LOOK  
 FROM  
 STUCCO

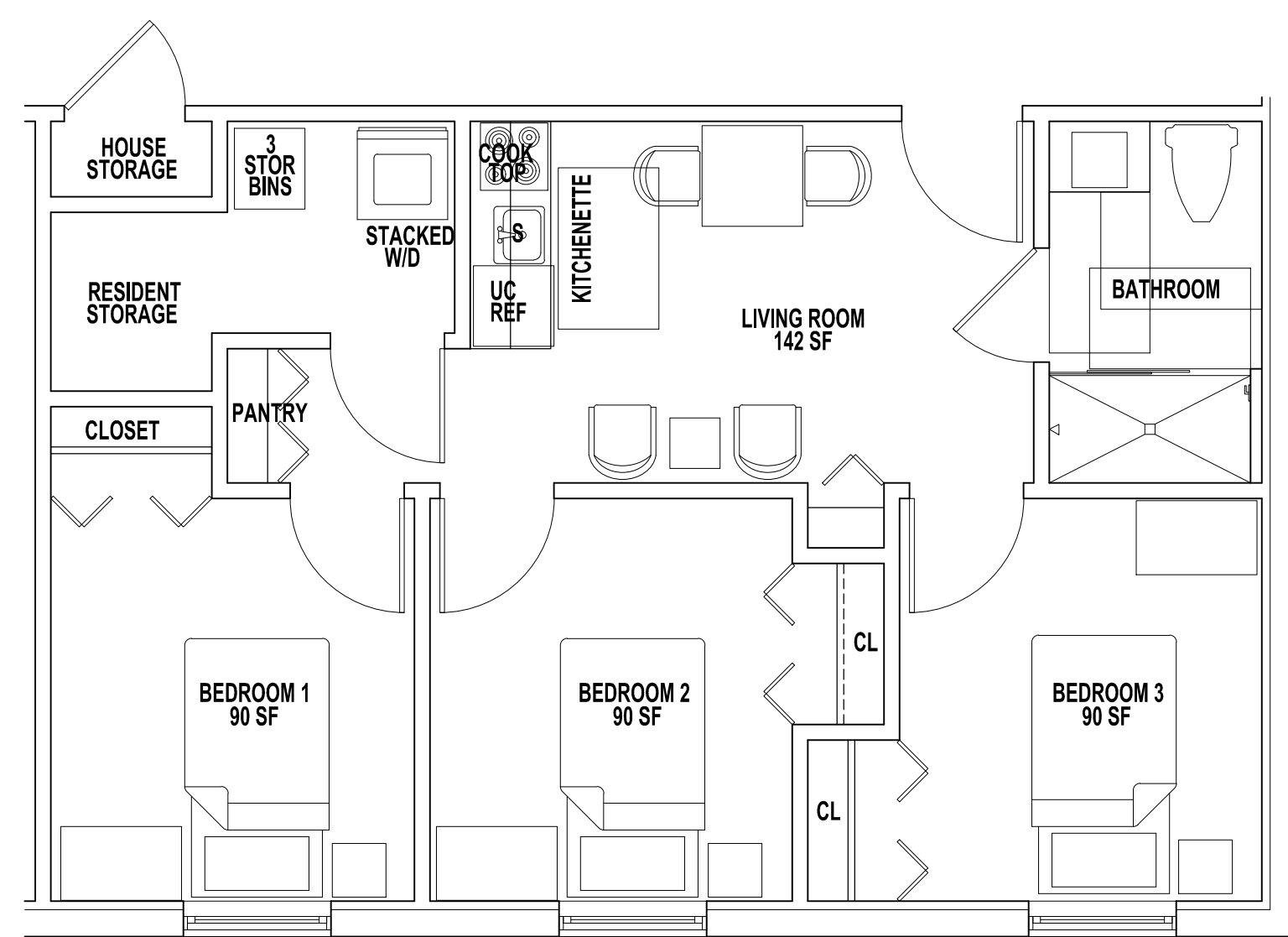




**4 WEST ELEVATION**  
 SCALE: ONE INCH EQUALS 8 FEET

CONSULTANT

NOTES



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



1 FLOOR PLAN  
 SCALE: ONE INCH EQUALS 8 FEET

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

NO DESCRIPTION REVISIONS

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

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

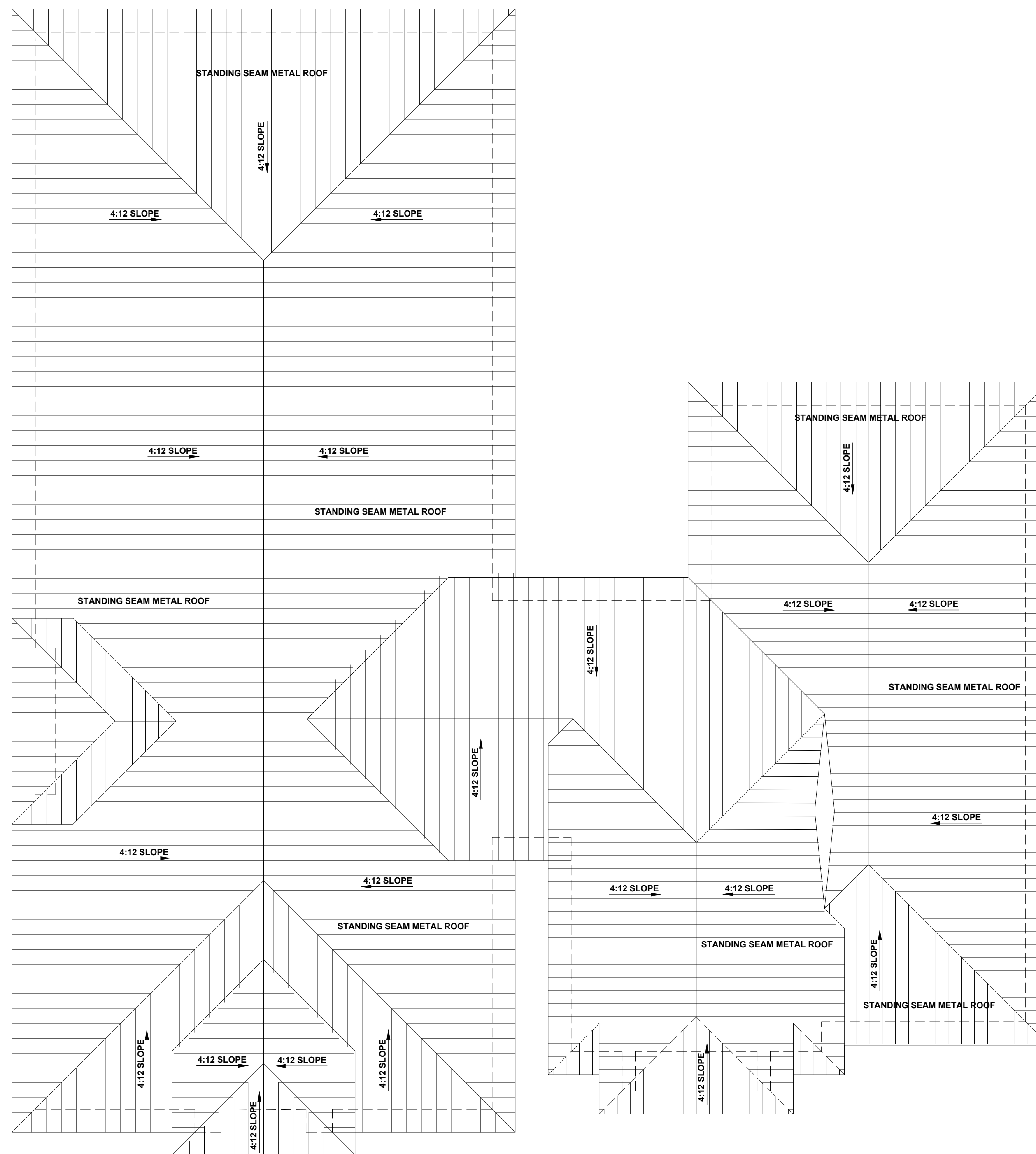
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PHASE  
 CITY SUBMITTAL  
 DRAWN BY  
 HANSEN  
 CHECKED BY  
 HANSEN  
 DATE  
 4 JUNE 2021  
 PROJECT NO  
 20376  
 DRAWING NO  
**A1**

STATE OF FLORIDA  
 RANDOLPH G. HANSEN  
 REGISTERED ARCHITECT  
 AR 6984

CONSULTANT

NOTES



**1 ROOF PLAN**  
 SCALE: ONE INCH EQUALS 8 FEET

NO DESCRIPTION REVISIONS

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

SHEET TITLE  
**ROOF PLAN**

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

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

**A2**  
 DRAWING NO

CONSULTANT

NOTES



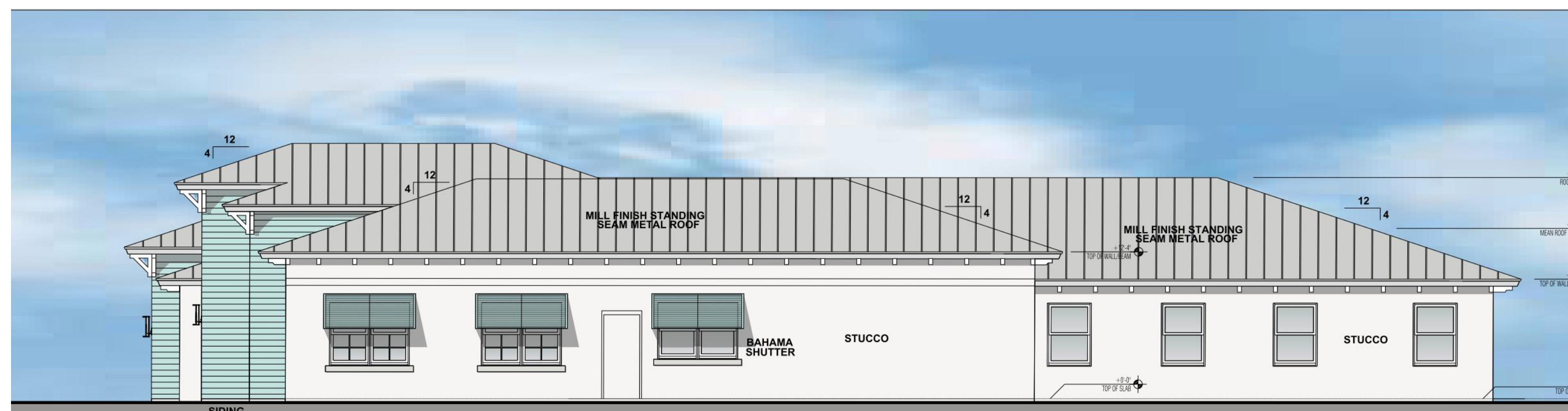
**1 EAST ELEVATION**  
 SCALE: ONE INCH EQUALS 8 FEET

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

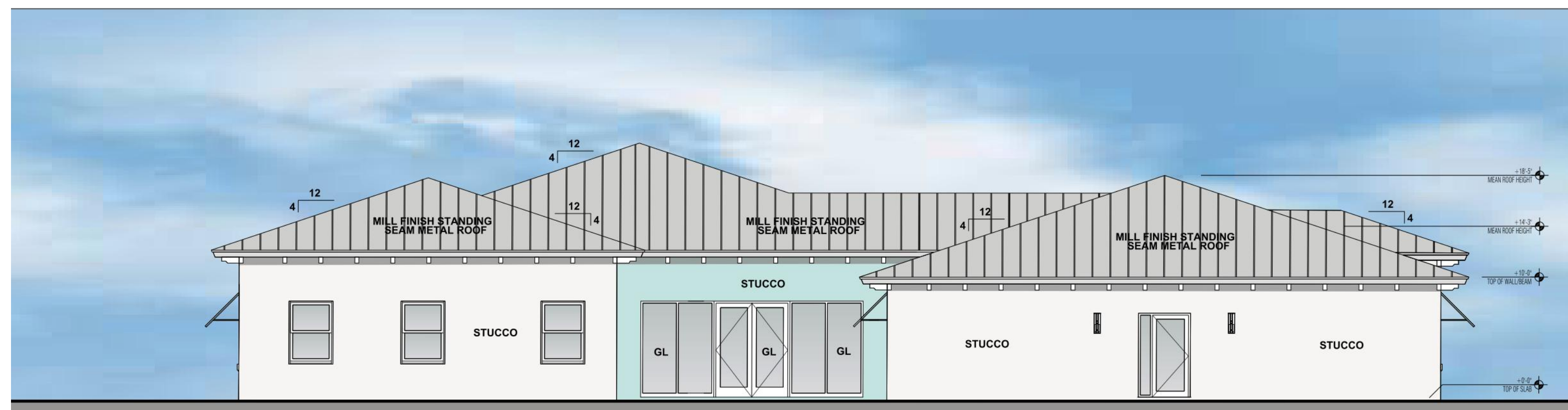
SW 6800 SOMETHING BLUE SIDING LOOK FROM STUCCO & BAHAMA SHUTTERS	SW 7000 IRIS WHITE STUCCO	SW 7006 EXTRA WHITE BRACKETS	PAC-CLAD MILL FINISH ZINC METAL ROOF



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



**3 NORTH ELEVATION**  
 SCALE: ONE INCH EQUALS 8 FEET



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

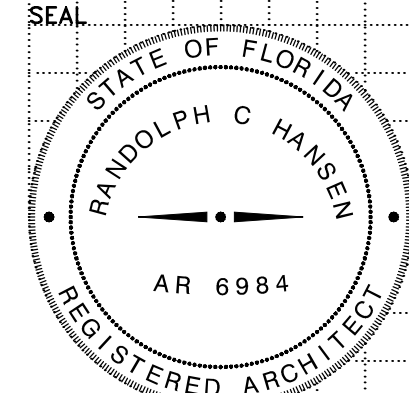
NO DESCRIPTION REVISIONS

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

SHEET TITLE  
**BUILDING ELEVATIONS**

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



**A3**  
 DRAWING NO



September 16, 2020

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

**Department of Engineering  
and Public Works**

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



**Palm Beach County  
Board of County  
Commissioners**

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

**County Administrator**

Verdenia C. Baker

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

Dear Mr. Rennebaum:

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

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

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

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

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

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

*"An Equal Opportunity  
Affirmative Action Employer"*



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

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

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

Sincerely,

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

QB:HA:rb

ec: Addressee

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

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

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



# TRAFFIC GENERATION STATEMENT

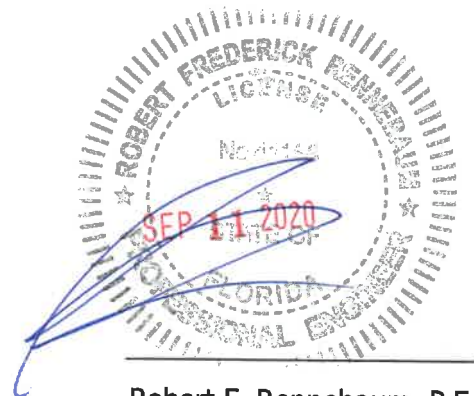
**BURCKLE PLACE 3  
CITY OF LAKE WORTH BEACH, FLORIDA**

**Prepared for:**

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

Job No. 20-077

Date: August 26, 2020



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

## 1.0 SITE DATA

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

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

## 2.0 TRAFFIC GENERATION

The traffic to be generated by the proposed plan of development has been calculated in accordance with the traffic generation rates listed in the *ITE Trip Generation Manual, 10th Edition*. Table 1 shows the daily traffic generation associated with the proposed development in trips per day (TPD). Tables 2 and 3 show the AM and PM peak hour traffic generation, respectively, in peak hour trips (pht). The net traffic to be generated by the proposed development may be summarized as follows:

### Proposed Development

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

## 3.0 CONCLUSION

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



**BURCKLE PLACE III**

06/11/20

**PROPOSED DEVELOPMENT**

**TABLE 1 - Daily Traffic Generation**

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

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

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

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

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



# Universal Development Application



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

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

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

## 2. Project Information

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

## 3. Contact Information

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

4. Owner's Consent

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

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

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

STATE OF FLORIDA

COUNTY OF PALM BEACH

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



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

5. Affidavit of Completeness and Accuracy

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

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

STATEMENT OF COMPLETENESS AND ACCURACY:

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

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

\* [Signature]  
(Signature)

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

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

STATE OF FLORIDA

COUNTY OF PALM BEACH

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



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

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

Rabideau Klein  
400 Royal Palm Way, Suite 404  
Palm Beach, FL 33480  
Telephone: 561-655-6221

File Number: Asrani 825 2

### WARRANTY DEED

**THIS WARRANTY DEED** is made this 21st day of January, 2020, between KBA Holdings, LLC, a Florida Limited Liability Company, whose post office address is 5717 Native Dancer Road S, Palm Beach Gardens, FL 33418 ("Grantor"), and The Lord's Place, Inc., a Florida Not for Profit Corporation, whose post office address is PO Box 3265, West Palm Beach, FL 33402 ("Grantee").

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

**WITNESSETH:** Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations to Grantor in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, and sold to Grantee, and Grantee's heirs and assigns forever, certain real property located in Palm Beach County, Florida, described as follows:

Lots 14, 15 and 16 in Block 21, PALM BEACH FARMS COMPANY PLAT NO. 4 ADDITION NO. 1 TO THE TOWN OF LAKE WORTH, according to the Plat thereof, recorded in Plat Book 5, Page 6, of the Public Records of Palm Beach County, Florida.

Parcel Identification Number: 38-43-44-27-01-021-0140 and  
Parcel Identification Number: 38-43-44-27-01-021-0160

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

Subject to all conditions, covenants, limitations, restrictions, reservations, and easements of record, if any, which are not reimposed hereby, taxes accruing subsequent to December 31, 2019, and zoning and/or restrictions and prohibitions imposed by any governmental or quasi-governmental authorities.

To Have and to Hold, the same in fee simple forever.

Grantor hereby covenants with Grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; and that Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

**IN WITNESS WHEREOF**, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

KBA Holdings, LLC, a Florida limited liability company

By: [Signature]  
Kabir Asrani, Manager

[Signature]  
Witness Name: Quina Parrish

[Signature]  
Witness Name: Deborah J. Bates

State of Florida  
County of Palm Beach

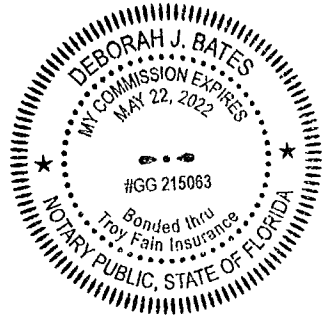
The foregoing instrument was acknowledged, sworn to and subscribed before me by means of  physical presence or  online notarization, this 17th day of January, 2020 by Kabir Asrani, Manager of KBA Holdings, LLC, a Florida limited liability company, on behalf of the company, who  is personally known to me or  has produced [Signature] as identification.

[Notary Seal]

[Signature]  
Notary Public, State of Florida

Printed Name: Deborah J. Bates

My Commission Expires: May 22, 2022



## Attachment E: Site Photos

South view of subject site from ROW



South view of subject site



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



West view of subject site toward Federal Highway





**Coiteur & Hearing**  
 Landscape Architects  
 Environmental Consultants  
 1934 Commerce Lane  
 Suite 101 - Dade City 33465  
 888.747.8338 - Fax 747.1377  
 www.coiteurhearing.com  
 Lic# LC-2600835

# Burkle Place 3

Lake Worth Beach, Florida

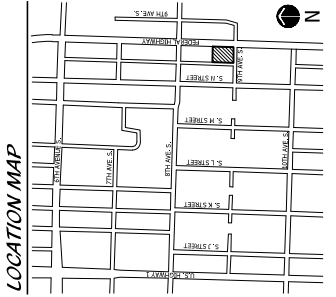
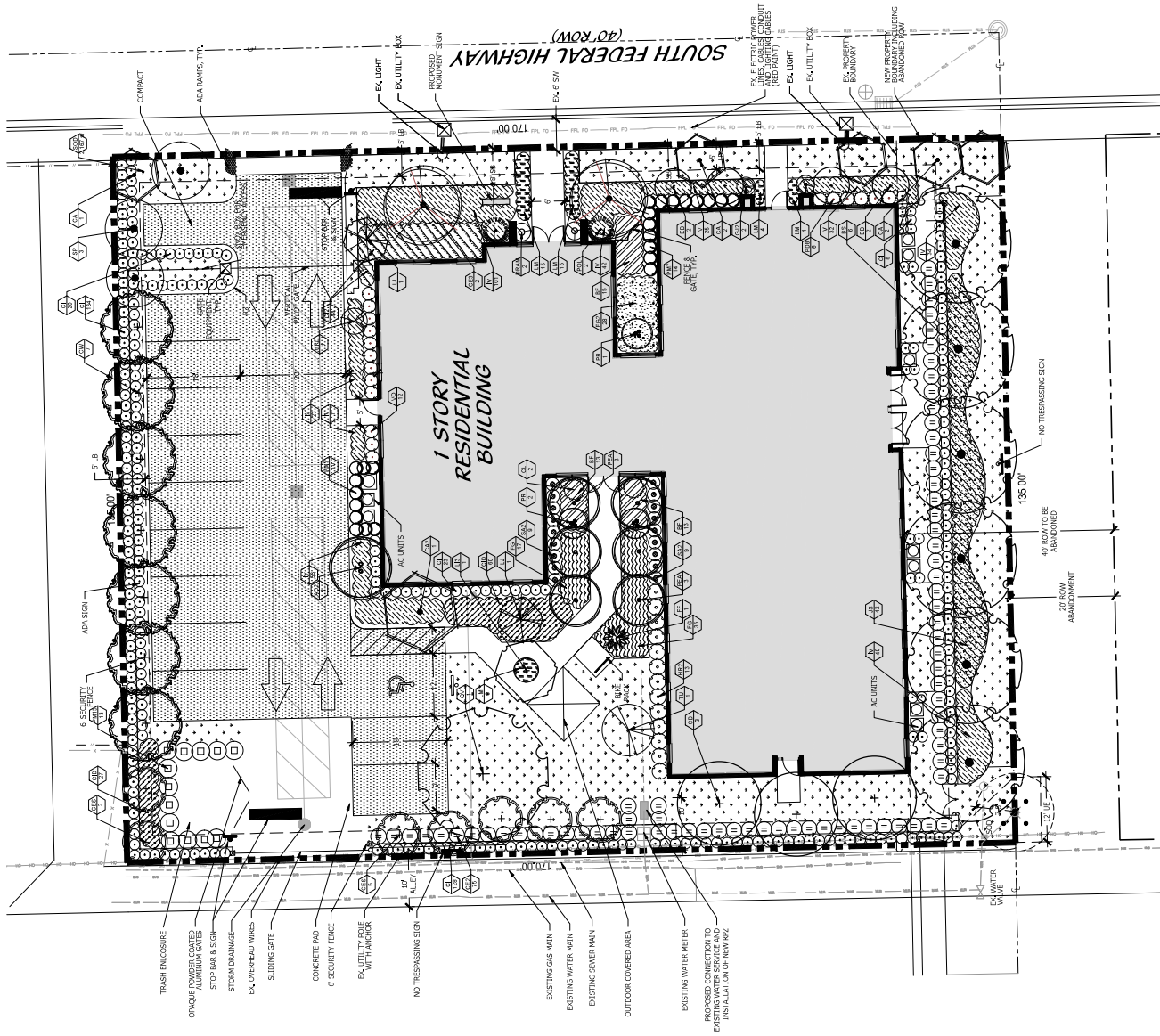
DESIGNED	DATE
DRAWN	DATE
APPROVED	DATE
CHECKED	DATE
DATE NUMBER	DATE NUMBER
REVISIONS	DATE NUMBER
02/27/2021	02/27/2021
02/27/2021	02/27/2021
02/27/2021	02/27/2021
02/27/2021	02/27/2021
02/27/2021	02/27/2021
02/27/2021	02/27/2021

OWNER: Mr. and Mrs. [Name]  
 PROJECT: Burkle Place 3

SHEET 1 OF 2  
 COITEUR & HEARING, INC.  
 1934 Commerce Lane, Suite 101, Dade City, FL 33465  
 888.747.8338

## LANDSCAPE DATA

NAME OF PROJECT	BURKLEPLACE3	
CURRENT LAND USE DESIGNATION	MU-1S	
CURRENT ZONING DESIGNATION	MU-1FH	
CURRENT USE OF PROPERTY	VACANT	
TOTAL SITE AREA	22,050 SF 0.52 AC	
LAND USE	%	
BUILDING FOOTPRINT	7,885	35.74%
PAVED DRIVEWAY	618	2.80%
VEHICULAR USE AREA - SEMI-PAVED	4,726	21.43%
VEHICULAR USE AREA - UNPAVED	8,841	39.86%
OPEN SPACE	20,700	93.88%
TOTAL	60,396	273.87%
GREENSPACE	REQ	30.0%
INTERIOR LANDSCAPE	REQ	30.0%
AT LEAST LANDSCAPE (OPEN SPACE)	6,814	30.9%
SMALL TREES (DBH 4-6")	39	
MEDIUM TREES (DBH 7-12")	14	
LARGE TREES (DBH 13-24")	14	
PERIMETER LANDSCAPE	REQ	75%
NORTH (1 LARGE TREE PER 25')	135	
SOUTH (1 MEDIUM TREE PER 20')	150	
WEST (1 MEDIUM TREE PER 20')	150	
EAST (1 MEDIUM TREE PER 20')	150	
FOUNDATION PLANTING	REQ	75%
LENGTH OF FOUNDATION (40% REQ)	502.18	
PLANT UNITS (1/250 REQ)	201	
PLANT UNITS (1/250 REQ)	201	
TOTAL PLANT UNITS	402	
NATIVE	REQ	75%
NATIVE TREES	201	
PAVING, SPHERES & SCULPTURES	75%	
PAVING	75%	



**Landscape Plan**

Scale: 1" = 10'

North







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

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

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

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

**APPROVAL OF MINUTES:**

A. January 6, 2021 Regular Meeting Minutes

January 27, 2021 Meeting Minutes

February 3, 2021 Regular Meeting Minutes

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

**Vote:** Ayes all, unanimous.

**CASES:**

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

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

1) Lake Worth Herald Publications

**WITHDRAWALS / POSTPONEMENTS** None

**CONSENT** None

**PUBLIC HEARINGS:**

**BOARD DISCLOSURE:** None

**UNFINISHED BUSINESS:** None

**NEW BUSINESS:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **Board Deliberation:**

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

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

**Response:** None.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

L. Starr: When was it designated abandoned?

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

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

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

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

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

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

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

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



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

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

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

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

D. Tanner: No additional comment.

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

M. Humm: No additional comment.

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

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

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

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

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

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

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

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

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

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

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

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

**Public Comment:** None

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

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

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

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

**Public Comment:** None

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

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

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

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

**Vote:** Ayes all, unanimous.

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

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

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

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

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

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

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

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

**Public Comment:** None

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

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

Motion carries unanimously.

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

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

**Public Comment:** None

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

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

**PLANNING ISSUES:**

A. 2021 Election of Board Chair & Vice-Chair

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

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

**DEPARTMENT REPORTS:** None

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

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

**ADJOURNMENT:** 10:25 PM



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

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

**PLEDGE OF ALLEGIANCE** – Led by Chairman

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

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

**Vote:** Ayes all, unanimous.

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

**APPROVAL OF MINUTES:**

A. July 7, 2021 Meeting Minutes

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

**Vote:** Ayes all, unanimous

**CASES:**

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

**PROOF OF PUBLICATION**

- 1) Burckle Place 111  
Palm Beach Modern Auction

**WITHDRAWALS / POSTPONEMENTS** - None

**CONSENT** None

**PUBLIC HEARINGS:**

**BOARD DISCLOSURE:** None

**UNFINISHED BUSINESS:** None

**NEW BUSINESS:**

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

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

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

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

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

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

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

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

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

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

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

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

**Staff:** That is the intent.

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

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

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

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

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

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

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

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



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

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

**Board:** Some members reviewed the plans on the link, others did not review.

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

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

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

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

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

**Applicant Attorney:** The affected party determination is infringing upon the applicant's property rights, that is why there is an objection to the affected party status. **Board:** A Board member is unsure of whether an affected party can provide a compelling 10-minute presentation against the project. Questions if Ms. Culley would opt to step back as an affected party since the applicant has offered to continue until September, is that her main purpose? **Staff:** The decision needs to be made if Ms. Culley is an affected party, if she is not determined not to be affected party, Board could still make a determination to continue hearing the proposal until September. There is only one continuance for an affected party, it will not be advertised again.

**Motion:** A. Marotta moves to treat Portia Culley as an affected party; L. Starr and J. Contin 2<sup>nd</sup>.

**Board:** Z. ShamsiBasha- has not heard an argument that she is aggrieved in any way aside from proximity, that other similarly situated homeowners are not. Has concerns about the case law citations mentioned by Mr. Milledge. Understands the City has handled other cases with deference. His concern is that the decision could be overturned in the future. She has only mentioned one of two items that would elevate her to an affected party. **Staff:** If it were decided she was not an affected party it would be a change in policy. Additional information / summary information from the Board would be wanted to determine future guidance providing consistency on how affected parties should be treated in the future. **Board:** J. Contin- Recalls the previous reason (precedent) was that the person did not have time to secure an attorney. **Staff:** The recommendation is to be consistent. **Board:** No one is saying that a continuance should not be granted but only that there is no 2<sup>nd</sup> prong of proof of elevated status.

**Roll Call Vote:** J. Contin – yea; Z. ShamsiBasha - nay; E. LeBlanc – yea; L. Starr – yea; M. Humm – yea; A. Marotta -yea; G. Rice - yea. Motion carries 6/1. Z. ShamsiBasha dissenting.

**Motion:** A. Marotta moves to continue item to a date certain of September 1, 2021; Z. ShamsiBasha 2<sup>nd</sup>.

**Vote:** Ayes all, unanimous.

**PLANNING ISSUES:** A. Marotta welcomes both new Board Members.

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

**DEPARTMENT REPORTS:** Invitations to Zoom will be through Outlook going forward in an effort to make the portal for the public comment more user friendly and accessible.

**BOARD MEMBER COMMENTS:**

**ADJOURNMENT: 7:52 PM**



City of  
**Lake Worth  
Beach**  
FLORIDA<sup>SM</sup>

**DRAFT**

Planning Zoning Historic Preservation Division  
1900 2<sup>nd</sup> Avenue North  
Lake Worth Beach, FL 33461  
561.586.1687

**MINUTES  
CITY OF LAKE WORTH BEACH  
PLANNING AND ZONING BOARD REGULAR MEETING  
CITY HALL COMMISSION CHAMBER  
WEDNESDAY, SEPTEMBER 01, 2021 -- 6:18 PM**

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

**PLEDGE OF ALLEGIANCE** Led by Zade Shamsi-Basha.

**ADDITIONS / DELETIONS / REORDERING AND APPROVAL OF THE AGENDA** None

**APPROVAL OF MINUTES:**

A. August 4, 2021 Regular Meeting Minutes

**Motion:** M. Humm motioned to approve the August 4, 2021 Regular meeting minutes as presented; J. Contin 2<sup>nd</sup>.

**Vote:** Ayes all, unanimous.

**CASES:**

**PROOF OF PUBLICATION**

1) PZB 21-00500005 - 701 N Dixie Hwy - Ragtops

PZB 21-00300001 & 21-01300001 - Land Use Map and Zoning Map Amendment - Barton Rd

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

**WITHDRAWALS / POSTPONEMENTS** None

**CONSENT** None

**PUBLIC HEARINGS:**

**BOARD DISCLOSURE:** L. Starr-no disclosures to be made; E. LeBlanc and Zade Shamsi-Basha-have no disclosures to be made; G. Rice spoke with Bernard Guthrie regarding Burckle Place and it will not affect his decision. M. Humm spoke over the phone with Bernard Guthrie regarding Burckle Place and it will not influence his decision. J. Contin lives across the street from proposed Burckle Place.

Board Attorney explains disclosures as it relates to the quasi-judicial process. As a Board member is coming to the meeting with some knowledge Board members should provide the name who the conversation was with whether an expert, applicant or person with an opinion on the project and nature of the conversation.

### **UNFINISHED BUSINESS:**

- A. PZB Project Number 20-01400036:** A request by Cotleur & Hearing, a land development firm, on behalf of The Lord's Place, Inc. for consideration of a Residential Urban Planned Development, Major Site Plan, Conditional Use Permit, and Right of Way Abandonment to allow the construction of a seven-unit, multi-family residence at 825 South Federal Highway, 827 South Federal Highway, and a portion of 9th Avenue South, within the Mixed Use – Federal Highway (MU-FH) zoning district commonly known as “Burckle Place III.”

**Staff:** E. Sita provides a brief re-cap of the project as presented to the Board earlier this year and explains and shows depictions of changes to the projects. This proposal includes a request for a Residential Urban Planned Development for a seven (7) unit multifamily development; A Major Site Plan and Conditional Use permit. The Right of Way Abandonment request will be presented to the City Commission for consideration and decision. Changes in this revision include: Elevation changes and the re-location of the parking to the north of the site to better re-align with the Major Thoroughfare design guidelines; a decrease in number of units, of note a Planned Development allows for certain codes to be relaxed, in particular the minimum living area. Code requires 900 sq. feet and the proposed is 636 sq. feet. Total combined living area will have 941 square feet. This allows the project to meet the parking requirement. The landscape proposal now includes a predominately native ratio of trees, shrubs and groundcover to address concerns of the Board and residents. Public outreach to the Pineapple Beach and South Palm Park Neighborhood Associations by the applicant occurred from 2020 through February of 2021. The project has been found to be consistent with the City Comprehensive Plan, Strategic Plan, Major Thoroughfare Design Guidelines, LDR's if approved as a Planned Development, Residential Urban Planned Development Criteria, Community Appearance Criteria, Conditional Use criteria and in general findings as to harmony with the LDR's and protection of public interest.

**Agent for the Applicant:** David Milledge of Cotleur & Hearing, Senior Project Manager  
**Applicant:** Kerry Dias- COO of the Lord's Place on behalf of Diane Stanley. Introduces Scott Witzel- Facilities Director, John Glidden and Randy Hansen, Architects. Explains this is about transforming lives, not just providing housing. This would include 21 beds (with over half for women over 50). The combination of the older women with younger provides intergenerational support while job training, placement, tutoring and residing in the program for approximately 24 months resulting in a 96% success rate of being re-integrated into society on their own upon completion.

Mr. Milledge: The site is compliant with parking code with seven (7) dwelling units each at 636 square feet. The re-designed site provides greater engagement with Federal Highway with the side load parking, the landscape is overly abundant. Coastal modern style architecture. The floor plan depicts the living area of each unit. The living area of each unit in combination with the combined living area results in a total of 941.4 square feet per unit. This includes common dining, living and kitchen areas. This is the only waiver being sought.

Affected Party Portia Culley: Presentation was helpful and is difficult to go against what they are doing, helping older women who need help. Doesn't believe this is a case of NIMBY, as the town

seems to be more liberal, but believes it should be subject to the same development standards as other developments in the area. Believes the major issues with the previous plan was the parking and the Right-of-Way abandonment. Residents have been parking in the R-O-W for 15 years. Now the R-O-W is not up for consideration. Months ago was shown a rendering depicting paved parking on the R-O-W for the public, was told by Kerry Dias, the R-O-W was a no-go by the City. Is 'giving away' the R-O-W a foregone conclusion? She does not want to be the one fighting the Lord's Place. Restore parking to those who were using it prior to the City installation of the no parking signs.

**Agent for the applicant** has no questions of the Affected Party or staff but available for rebuttal. Portia Culley has no questions of staff or agent for the applicant.

**Public Comment:** Board Secretary states the Board has received a copy of the comments from the August 4 meeting in addition to those received since as well as those received during this meeting. Those comments received since the meeting began are read into the record. All comments will be part of the minutes regardless of multiple comment submittals, those comments to be read or spoken will be limited to 3 minutes.

**Board:** J. Contin- As an architect who has come before the Boards on multiple occasions has been subject to constraints of City code. Important is the two-story requirement; despite the no parking signs, no vehicles have been towed and people continue to park there indicating a need for parking. Should Sun-Gate redevelop this could happen again as there won't be access unless through the side. Garbage pick-up is noisy as it is adjacent to the apartment complex on the northside and odiferous. The elevation renderings do not fully depict the entire site, excluded is the parking area. Does it meet all major thoroughfare guidelines? **Staff response:** Yes, the parking is side loaded, rear loaded is encouraged. J. Contin suggests the paving of 9<sup>th</sup> Avenue, would provide some public parking and redesign to place the dumpster in the area. The paving of the Right-of-Way was done across the street. **Staff response:** The R-O-W is the purview of the Public Works Dept.. The square footage of the unit may not allow the application to meet ADA requirements. Z. Shamsi-Basha would like more detail on the communal spaces. Kerry states the concept is to share the communal space, where the therapy occurs, this is where all the programming occurs. Is it truly communal, a shared living room. Not a clubhouse that closes at 10 pm.. E. LeBlanc has a question about Condition #7 (the total east elevation). **Staff Response:** That Condition should be stricken, it was met with this re-submittal. E. LaBlanc asks for clarification on the dumpster enclosure, landscape plan and what is the setback from the north property line for the enclosure? **David Milledge:** Concrete block with metal louvered doors. Location, size and materials were approved by Public Works. It appears to be a ten (10) foot setback to the north and five (5) foot from the west. J. Contin questions if it was known there was a 2-story building to the north with people sitting on their terrace? David Milledge notes there is a 2-story building with an open walkway to the north. Approval was received by the professional staff of Public Works for the location, materials and access. Have satisfied the Code requirements for those items. E. LeBlanc questions how the R-O-W functions. Staff clarifies- this segment of the 9<sup>th</sup> Ave S was never utilized as a road nor does the City intend to pave it and use it as such. It is unimproved and has historically been used for overflow parking, although never intended for the purpose. J. Contin asks if the site would qualify as a Planned Development without the extra square footage to make it over .5 acres? M. Humm- parking is needed everywhere and the City is just giving it away. L. Starr asks where the population will come from? Kerry states the referrals come in many ways, screened to make sure they are appropriate for this program. L. Starr- prison, rehabs? Kerry – neighbors, self-referrals, the county homeless clearing center. Do they have vehicles, are they permitted to have vehicles? Response: Yes they do. Potentially there could be 21 cars plus staff, and they are allowed visitors. Not everyone

has a vehicle and public transportation is the majority mode. Are there curfews? **Response:** Yes, on-site by a certain time, not in the room. It's supportive housing that the residents agree to. L. Starr is there a reason the larger unit size cannot be met? There would be no reason to prevent another development from asking for the same concession as they would have a clubhouse, kitchen and other common areas. John Glidden: All the residents would be in their room if the spaces was larger. The waiver is needed to accommodate the program that can house the residents hoping to become independent citizens of the community. J. Contin asks about the ADA building codes, fire codes and narrow hallways. John Glidden states the exiting requirements and life safety codes are met. This is not a traditional apartment situation, it is part of the communal process. David Milledge- the parking code has been met and it should not be the burden of the Lord's Place to account for parking deficiencies by other developers or the City as a whole. J. Contin- if the R-O-W was not obtained, would it qualify as a Planned Development? No, the unit size waiver would not be available, waivers and variances are different.

**Public Comment:** B. Guthrie-827 S. Palmway- If it were approved as a Planned Development, it meets code. The project was re-drawn after the March meeting. It was out of context for the neighborhood. Asks for the new drawings to be submitted for the record as well as a drawing of the R-O-W to the Pineapple Grove area. The 9<sup>th</sup> Ave abandonment will take away precious parking. The eastern portion of the roadway was paved and marked for parking. The building will be there for decades and resembles prison cells with a congregate area. It could turn into a low-income housing structure.

J. Contin welcomes a better plan that changes the dumpster location, resolves the R-O-W abandonment and parking issue. It's the execution of the plan, not the premise of the Lord's Place. At the last Board meeting they were asked to bring a more amenable plan.

**Motion:** J. Contin moves to recommend denial of PZB 20-01400036 to the City Commission as the project does not meet the applicable criteria for the following reasons: Parking; Substandard apartment size; not meeting the Major Thoroughfare Design Guidelines with respect to the two-story structure; Motion is amended to include that the dumpster be relocated as much as possible away from the current location; 2<sup>nd</sup> to the amendment L. Starr.

J. Contin- relocate the dumpster enclosure to the south west side of the site.

M. Humm – against giving away the Right-of-Way.

Z. Shamsi-Basha – the only issue is if the waiver should be granted, the program explains the reason for the size reduction.

E. LeBlanc-Unit size no issue as the program is different, that is what they do. Agrees the dumpster location is at issue.

L. Starr – disagree with the opinions that the unit size is the only issue, it is setting a bad precedent.

**Vote:** L. Starr Yea; J. Contin Yea; M. Humm Yea; Z. Shamsi-Basha Nay; E. LeBlanc Nay; G. Rice Yea. Motion carries to recommend denial 4/2.

## **NEW BUSINESS:**

**A. PZB Project Number 20-00500005:** Consideration of a Conditional Use Permit request to establish a Special Interest Dealership use in the Mixed-Use Dixie Highway (MU-Dixie)

at **701 North Dixie Highway**. The request is to establish the proposed use within the current 8,425 square feet commercial building.

**Additional Board Disclosures:** G. Rice knows the owner of the parcel, Shanon Materio, but it will not influence his decision. M. Humm is a neighbor to the subject parcel.

**Staff:** D. Slaski presents case findings and analysis. The Special Interest Dealership will house an accessory museum and gallery use for private events or for anyone to visit the establishment during normal business hours. There are 18 parking spaces. Conditions of Approval would limit the private events to 2 per month and no more than 24 per year. No outdoor storage or servicing of vehicles is proposed or allowed. A minor site plan approval is required to improve site appearance to the furthest extent possible.

**Applicant:** Ty Houck- Has been in the business for 41 years, most recently in the West Palm Beach area; the current property owner has been at this location for 29 years. The memorabilia for purchase will be "things that people don't need". The antique and special interest car collection will also be for sale. Explains the logic behind how many events could be held, how some of the events may be more seasonable. Has utilized a valet service in the past to park the events.

**Board:** Concerns about limiting the events to 2 per month. E. LeBlanc questions the nearby TOD zoning? It was identified as an potential area for the Coastal link. Board member who has attended an event states it was phenomenal. All agree it could be a nice addition to the area.

**Public Comment:** None

**Motion:** L. Starr moves to approve PZB 21-00500005 with staff recommended Conditions of Approval, excluding the limitation on number of events, based upon competent substantial evidence provided in the staff report and in the testimony at the public hearing; J. Contin 2<sup>nd</sup>.

**Vote:** Ayes all, unanimous.

**B. PZB/HRPB 21-00300001 & 21-01300001:** City-initiated small-scale Future Land Use Map (FLUM) amendment and Zoning Map amendment (rezoning) on behalf of the PBC School District requesting: (1) a FLUM amendment from the Single Family Residential (SFR) FLU to the Public (P) FLU, and (2) a rezoning from the Single-Family Residential (SF-R) zoning district to the Public (P) zoning district on properties located at 1509 Barton Road, 1511 Barton Road, 1515 Barton Road, and 1421 Barton Road.

**Staff:** E. Sita provided a brief history of the use of the property. This is a corrective action bringing the parcels in to closer alignment with the Land Use.

**Applicant:** Michael Owens, Senior Planner for PBC School District and James Gavrilos, Administrator of Red Apple Supplies explains the program. It is the signature program. Every teacher may shop at this location twice yearly for supplies without dipping into their own pocket. There is a staff of seven. It is a facility to house supplies. The intent is to eventually serve all 179 schools. This year 63 Title One schools are being served. \$1,100,000 of school supplies were disbursed last year.

**Public Comment:** Erika Kotala Bell of 1406 Tropical Drive has concerns regarding the use of the alley behind the site and a plan to offset the loss of natural habitat on the property.

**Board:** L. Starr asks why the alley is needed.

**Staff:** This is for the Rezoning and Future Land Use Map Amendment only, not a site plan. Palm Beach County School Board Planning Staff can reach out to the neighborhood when a site

plan amendment is brought forward. Currently there are portables on one of the parcels and none of the single family homes have been demolished. With regard to the northern parcel, a tree disposition plan would accompany any site plan modification.

**Motion:** M. Humm moves to recommend approval of **PZB 21-00300001 & 21-01300001** for the proposed amendments to the Future Land Use Map and Zoning Map based on the data and analysis in the staff report and the testimony at the public hearing.

**Vote:** Ayes all, 6/0 unanimous.

**PLANNING ISSUES:** None

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

**DEPARTMENT REPORTS:** None

**BOARD MEMBER COMMENTS:**

**ADJOURNMENT:** 8:55 PM

Attachment: Public Comment for **UNFINISHED BUSINESS: A.** PZB Project Number 20-01400036



**PUBLIC COMMENT  
CARD - ADVISORY  
BOARD - {AGENDA  
SECTION:10} - JAMES  
- KUKLA**



{Topic of Agenda Item on  
which you want to  
speak:12}

**WHICH BOARD MEETING IS THIS  
COMMENT FOR?**

Planning and Zoning Board

**MEETING DATE**

09/01/2021

**COMMENT TOPIC**

Supporter of Burckle Place III

**NAME**

James Kukla

**EMAIL**

[Jkukla@kuklapartners.com](mailto:Jkukla@kuklapartners.com)

**ADDRESS**

701 Warren Drive  
Jupiter, FL 33458  
United States

**TESTIMONY CONSENT**

I swear and affirm the testimony I am about to give will be the truth, the whole truth and nothing but the truth  
Do you swear and affirm the testimony you are about to give will be the truth, the whole truth and nothing but the truth?

**HOW WOULD YOU LIKE TO  
PARTICIPATE?**

I would like the city to read my comments below

**COMMENTS TO BE READ INTO RECORD**

This project is important and meets the requirements of the Planning and Zoning codes. Notwithstanding those that wish to invite higher density and more disruptive developments in the neighborhood I stand in support of the project

**PUBLIC COMMENT  
CARD - ADVISORY  
BOARD - {AGENDA  
SECTION:10} -  
PANAGIOTI -  
TSOLKAS**



{Topic of Agenda Item on  
which you want to  
speak:12}

<b>WHICH BOARD MEETING IS THIS COMMENT FOR?</b>	Planning and Zoning Board
<b>MEETING DATE</b>	09/01/2021
<b>COMMENT TOPIC</b>	Burckle Place
<b>NAME</b>	Panagioti Tsolkas
<b>EMAIL</b>	<a href="mailto:panagioti.e.tsolkas@gmail.com">panagioti.e.tsolkas@gmail.com</a>
<b>ADDRESS</b>	822 N C St Lake Worth, FL 33460 United States
<b>TESTIMONY CONSENT</b>	<input checked="" type="checkbox"/> I swear and affirm the testimony I am about to give will be the truth, the whole truth and nothing but the truth Do you swear and affirm the testimony you are about to give will be the truth, the whole truth and nothing but the truth?
<b>HOW WOULD YOU LIKE TO PARTICIPATE?</b>	I would like the city to read my comments below
<b>COMMENTS TO BE READ INTO RECORD</b>	Please support Burckle Place. This is a way to show support for everyone in our community.

# PUBLIC COMMENT CARD - ADVISORY BOARD - {AGENDA SECTION:10} - SUE - WELCH



{Topic of Agenda Item on  
which you want to  
speak:12}

<b>WHICH BOARD MEETING IS THIS COMMENT FOR?</b>	Planning and Zoning Board
<b>MEETING DATE</b>	09/01/2021
<b>COMMENT TOPIC</b>	Burckle Place
<b>NAME</b>	Sue Welch
<b>EMAIL</b>	<a href="mailto:suestevensart@gmail.com">suestevensart@gmail.com</a>
<b>ADDRESS</b>	1331 N Palmway Lake Worth Beach, FL 33460 United States
<b>TESTIMONY CONSENT</b>	<input checked="" type="checkbox"/> I swear and affirm the testimony I am about to give will be the truth, the whole truth and nothing but the truth Do you swear and affirm the testimony you are about to give will be the truth, the whole truth and nothing but the truth?
<b>HOW WOULD YOU LIKE TO PARTICIPATE?</b>	I would like the city to read my comments below
<b>COMMENTS TO BE READ INTO RECORD</b>	I encourage the board to support this project. The Lord's Place is a cornerstone in our county for providing support to people with a comprehensive understanding of the nuances of our region. This project aesthetically fits with what exists in adjacent properties and makes sense for our community. I would welcome a similar project in my back yard as the Lord's Place has proven time and again that they are good for the community and good neighbors.

**PUBLIC COMMENT  
CARD - ADVISORY  
BOARD - {AGENDA  
SECTION:10} -  
DANNA - TORRES**



{Topic of Agenda Item on  
which you want to  
speak:12}

**WHICH BOARD MEETING IS THIS  
COMMENT FOR?**

Planning and Zoning Board

**MEETING DATE**

09/01/2021

**COMMENT TOPIC**

PZB Project Number 20-01400036

**NAME**

Danna Torres

**EMAIL**

[dannactorres@gmail.com](mailto:dannactorres@gmail.com)

**ADDRESS**

631 N J St  
Lake Worth Beach, FL 33460  
United States

**TESTIMONY CONSENT**

I swear and affirm the testimony I am about to give will be the truth, the whole truth and nothing but the truth  
Do you swear and affirm the testimony you are about to give will be the truth, the whole truth and nothing but the truth?

**HOW WOULD YOU LIKE TO  
PARTICIPATE?**

I would like the city to read my comments below

**COMMENTS TO BE READ INTO RECORD**

Good evening, my name is Danna. I fully support this project and hope it is processed as expeditiously as the Deco Green project because poor people deserve dignified housing too.

**PUBLIC COMMENT  
CARD - ADVISORY  
BOARD - {AGENDA  
SECTION:10} -  
JACQUELINE -  
MARKIS**



{Topic of Agenda Item on  
which you want to  
speak:12}

<b>WHICH BOARD MEETING IS THIS COMMENT FOR?</b>	Planning and Zoning Board
<b>MEETING DATE</b>	09/01/2021
<b>COMMENT TOPIC</b>	Burckle Place II
<b>NAME</b>	Jacqueline Markis
<b>EMAIL</b>	<a href="mailto:jamarkis@gmail.com">jamarkis@gmail.com</a>
<b>ADDRESS</b>	1224 16th Avenue N Lake Worth Beach, FL 33460 United States
<b>TESTIMONY CONSENT</b>	<input checked="" type="checkbox"/> I swear and affirm the testimony I am about to give will be the truth, the whole truth and nothing but the truth Do you swear and affirm the testimony you are about to give will be the truth, the whole truth and nothing but the truth?
<b>HOW WOULD YOU LIKE TO PARTICIPATE?</b>	I would like the city to read my comments below
<b>COMMENTS TO BE READ INTO RECORD</b>	I am an outreach worker that serves the homeless community and would like to say that I support the city voting yes for the Burckle Place project. We need more affordable housing, and more options for our homeless neighbors transitioning back into a normal routine.

817 South Federal Highway  
Lake Worth Fl 33460

31 Aug, 2021

Department for Community Sustainability  
1900 2<sup>nd</sup> Ave North  
Lake Worth Beach, FL 33461  
561-586-1687  
RE: Project Name: Burkle Place 3 PZB Project Number 20-01400036

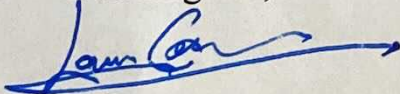
Dear Sirs:

I have an apartment at 817 South federal Highway and have been informed of the development happening at 825-827 South Federal Highway known as Burkle Place 3, by the Lord's Place. The way the current project is presented is a badly planned with a garbage dumpster directly next to our buildings fence. To make it worst the garbage truck will come starting 6:00am twice per week with additional smells, rats and other pests.

This is the worst planning that I have ever seen especially when there is a right of way with a street that can be developed for utilities and parking. The Lords place is thinking of themselves by using the existing parking apron and not wanting to pay to make a proper sidewalk and garbage collection area where they should be off of a public right of way and away from the neighbors.

This project cannot possibly go forward like this as it will set Lake Worth back many years. I urge the planning Board to reject this proposal for a better though out project that thinks of the neighbors and the future of Lake Worth.

Best Regards,



Lauren Castilla



# SAY NO! TO THE GARBAGE TRUCK!

WE LIVE HERE! PLEASE RESPECT

NAME \_\_\_\_\_

ADDRESS 417 S. Freeman

**From:** [Bill Robeson](#)  
**To:** [Planning and Zoning](#)  
**Cc:** [Herman Robinson](#)  
**Subject:** Lord's Place agenda item  
**Date:** Tuesday, August 31, 2021 1:32:48 PM

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In general terms I am opposed to ANY project that gives away city property to ANY developer - for profit or not for profit. In this case it appears that the developer must have the gift of property to make the project meet zoning requirements. As tightly as the city enforces zoning rules for those of us who are property owners it appears there is a desire to force this project into a space that is too small for its current design.

William & Bonnie Robeson  
822 S Palmway  
Lake Worth Beach

[Sent from the all new AOL app for iOS](#)



**From:** [Jonas King-Holzager](#)  
**To:** [Sherie Coale](#); [Planning and Zoning](#)  
**Subject:** Lord's Place Hearing 09/01/21  
**Date:** Tuesday, August 31, 2021 9:53:31 AM

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**Caution:** *This is an external email. Do not click links or open attachments from unknown or unverified sources.*

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Sherie,

My wife and I live at 814 S Federal Hwy, and I would like to protest the following issues with the Lord's Place land development:

1. The Lord's Place is not making any concessions for the loss of parking on 9th Ave S. Their proposal requests an easement of the street which will remove valuable parking spaces in an already limited area.
2. The facade of the proposed building does not meet the height requirements other developers were required to meet.
3. The living conditions for the women that will be housed in the proposed building are smaller than normally allowed, which will lead to cramped conditions for women in need. Adding possible mental health stress to an already stressful situation seems irresponsible, especially in the manner it was granted.

Please add my opposition to the meeting at 09/01/21. I will also be attending the meeting, and am happy to speak to the council in detail about my concerns via zoom if you are able to provide a link to the meeting.

Thank you,

--

Jonas King-Holzager  
SharePoint Administrator/Developer  
Phone: 757-880-3362  
Email: [jkholsa@gmail.com](mailto:jkholsa@gmail.com)

Project Name: Burckle Place 3

PZB Project Number 20-01400036

30 Aug, 2021

Sherie C Coale  
Executive Secretary  
Department for Community Sustainability  
1900 2<sup>nd</sup> Ave North  
Lake Worth Beach, FL 33461  
561-586-1687  
561-586-1633

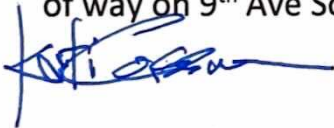
Planning and Zoning MEETING ON 1<sup>st</sup> of SEPT

Dear Sirs:

I am writing with concerns about the new development going before you as Burckle Place 3 (PZB Project Number 20-01400036). The current form of the project does not take into account the parking that has been historically used by the residents on and around Federal Highway and 9<sup>th</sup> Ave South, Lake Worth. For this project and the City planners to allow the developer to take this parcel of land would be devastating to our community as we have no place to park.

Other developers have been obligated to work with the community to provide items like parking and sidewalks and there should not be an exception for the Lords Place.

Please look for a way for this development to save the parking in the right of way on 9<sup>th</sup> Ave South and federal highway.



Best Regards,

Kati Cassiani

Pineapple Village (902 South Federal Highway, Lake Worth)

**From:** [Robert Collins](#)  
**To:** [Planning and Zoning](#); [Sherie Coale](#)  
**Subject:** The Lord's Place  
**Date:** Tuesday, August 31, 2021 6:03:38 PM

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**Caution:** *This is an external email. Do not click links or open attachments from unknown or unverified sources.*

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Parkings, seems to be one of my greatest concerns. I live at 802 South Federal Highway. On any given night, I witness different vehicles parking on 8th Ave South. These different vehicles park on both sides (north and south) on 8th Ave South, East side of Federal Highway. Along with both ends of my address, from the alley to South Federal Highway. They are not the same vehicles. Sometimes they are parked there, in the same location for up to a week at a time. At times, I have witnessed these people exiting their vehicle going in different directions as not know which place they are living, or going to. Another problem is the backing out onto South Federal Highway. This is hazardous, as may vehicles speed up and down South Federal Highway Especially on the weekends. On another issue, it seems by their name, this is a ministry for the hurting. "IF" this is true, they are setting a very poor example for what a ministry is all about, which includes honesty, integrity, and loyalty to God's word as it States in the 13 Chapter of Romans. This is setting a very poor example for the people which profess to be helping, along with the citizens of Lake Worth Beach. They need to go back to the drawing board, and set the example, and not be the example. Thanks for your time, Robert Collins.

**817 South Federal Hgy. Lake Worth**

**8/31/21**

**City of Lake Worth  
Planning and Zoning  
1900 2<sup>nd</sup> Ave North  
Lake Worth , FL 33461**

**P&Z MEETING ON 1<sup>st</sup> of SEPT .**

**RE: PZB Project Number 20-01400036**

**Dear Board:**

**I have been living here in Lake Worth for 12 years. I know that there are a lot of new projects happening but I have not seen one project that puts a garbage dumpster directly next to a neighbor. The garbage truck will also come and make noise and smell. This is not right.**

**I am considering moving if this project happens. It goes to show that no one at the City level is looking out for the people that live in Lake Worth. This project is horrible.**

**Thanks,**

  
**Rodolfo Ledem**

**PUBLIC COMMENT  
CARD - ADVISORY  
BOARD - {AGENDA  
SECTION:10} -  
BERNARD - BUSH**



{Topic of Agenda Item on  
which you want to  
speak:12}

**WHICH BOARD MEETING IS THIS  
COMMENT FOR?**

Planning and Zoning Board

**MEETING DATE**

08/04/2021

**COMMENT TOPIC**

Burkle Place / The Lords Place

**NAME**

BERNARD BUSH

**EMAIL**

[benard.bush3@gmail.com](mailto:benard.bush3@gmail.com)

**ADDRESS**

4528 S HAVERHILL ROAD APT 202  
LAKE WORTH, FL 33463  
United States

**TESTIMONY CONSENT**

I swear and affirm the testimony I am about to give will be the truth, the whole truth and nothing but the truth  
Do you swear and affirm the testimony you are about to give will be the truth, the whole truth and nothing but the truth?

**HOW WOULD YOU LIKE TO  
PARTICIPATE?**

I would like the city to read my comments below

**COMMENTS TO BE READ INTO RECORD**

I have been a employee of the Lords Place for over 10 years and over that time i have seen this agency help the less fortunate. This is a big need in this community and every community in palm beach county. This Board needs to show what The Lords Place shows everyday for the less fortunate that is COMPASSION!!!! and allow the construction of this building

July 30, 2021

Planning & Zoning Board  
1900 2nd Avenue North  
Lake Worth Beach, FL 33460

Dear Members of the Planning and Zoning Board,

I'm writing in support of The Lord's Place Burckle Place 3 project, which will provide a beautiful addition to our community and a needed place for women to call home. This multi-family home will house 21 women working toward their independence and who have already successfully graduated from The Lord's Place other programs. The building provides a safe, supportive place to call home and provides a family-like central "living room" that allows the program's intergenerational nature to operate. Half of the women will be 50 and over, and the other half will be between 18 and 30 years old.

There has been opposition to the project for a few reasons, which The Lord's Place has successfully addressed, including what the building will look like from Federal Highway, the size of the units, where the parking is located, and the number of parking spots. As a resident of Lake Worth Beach, this is all I could ask of a good neighbor.

The women who live at the other Burckle Place homes in our city are contributing members of our community. The buildings are beautifully maintained and a credit to Lake Worth Beach. The new Burckle Place 3 will also be a positive addition to our City, and I encourage you to support this project's approval.

Sincerely,

A handwritten signature in cursive script that reads "Penny Darling".

Penny Darling  
1701 North D St  
Lake Worth Beach, FL 33460

7/30/21

Planning & Zoning Board  
1900 2nd Avenue North  
Lake Worth Beach, FL 33460

Dear Members of the Planning and Zoning Board,

As a 19 year resident of Lake Worth Beach and someone who has volunteered at Burckle Place over the years I would like to express my fervent support for The Lord's Place Burckle Place 3 project. Not only does The Lord's Place have a reputation in our county for being a leader in the efforts to address the needs of unhoused members of our community, but they also provide stellar services and are a benefit to the community as a whole. The Burckle Place project specifically has not only helped many women transition from extreme housing crisis to housing stability, but has also been a wonderful neighbor where the other programs are located.

I understand there is opposition to this project from those who have expressed concern that this project, which serves community members in need, perhaps couched in a concern around parking or some other reason, should not be permitted to proceed. The Lord's Place as a responsive and responsible neighbor and organization in our county has adequately addressed the concerns that were raised. My understanding is that they have made clear what it would look like from Federal Highway, the dimensions of the units, and the location and the number of the parking spots.

As a city we are responsible to look out for all members of our community. It is clear that Lake Worth Beach has a growing number of folks who are experiencing houselessness, and while this is not unique to Lake Worth Beach we are in the unique position to be part of the solution rather than simply acknowledging we have rising numbers but then saying "Not in my backyard" when presented with an opportunity to address the problem. I want to emphasize the fact that the existing Burckle Place programs are beautifully maintained homes with women who are a great benefit to their community. We not only owe it to those who will be participating in the Burckle Place 3 program in the future, but also to our city to demonstrate that we are a city that embraces equity and inclusion and doesn't participate in housing discrimination. The new Burckle Place 3 will be a positive addition to our city, and I encourage you to support this project's approval.

Sincerely,

Noam Brown  
1701 N D St.  
Lake Worth Beach

August 2, 2021

Planning & Zoning Board  
1900 2nd Avenue North  
Lake Worth Beach, FL 33460

Dear Members of the Planning and Zoning Board,

I'm writing in support of The Lord's Place Burckle Place 3 project, which will provide a beautiful addition to our community and a needed place for women to call home. This multi-family home will house 21 women working toward their independence and who have already successfully graduated from The Lord's Place other programs. The building provides a safe, supportive place to call home and provides a family-like central "living room" that allows the program's intergenerational nature to operate. Half of the women will be 50 and over, and the other half will be between 18 and 30 years old.

There has been opposition to the project for a few reasons, which The Lord's Place has successfully addressed, including what the building will look like from Federal Highway, the size of the units, where the parking is located, and the number of parking spots. As a resident of Lake Worth Beach, this is all I could ask of a good neighbor.

The women who live at the other Burckle Place homes in our city are contributing members of our community. The buildings are beautifully maintained and a credit to Lake Worth Beach. The new Burckle Place 3 will also be a positive addition to our City, and I encourage you to support this project's approval.

Sincerely,

Jill Lavetsky  
520 North D Street  
Lake Worth Beach, FL 33460



**From:** [christa hauss](#)  
**To:** [Planning and Zoning](#)  
**Subject:** Burckle Place III  
**Date:** Friday, July 30, 2021 2:18:02 PM

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**Caution:** *This is an external email. Do not click links or open attachments from unknown or unverified sources.*

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July 30, 2021

To the Planning and Zoning Board,

I urge the Board to deny the variance the Burckle Place III project is seeking to reduce the per unit Living Area.

The Regulations included in the Zoning Designation of MU-FH intend for "low density multi-family uses". The applicant has reduced the per unit living area by approximately 30% and thus can no longer claim a "low density" use. Instead they now have less than 600 sf. for three bedrooms. Justification for the large reduction of living area per unit is the claim that "the facility anticipates residents to spend the majority of their time outside of their units". The applicant offers no explanation of the crowded consequences which will occur should the occupants stay within their units. The availability of "common areas" does not compel their use nor offer any relief from the overcrowded personal living areas.

Should the Board accept the reasoning that per unit minimum living area can be waived because the developer believes that the units will be unoccupied "the majority" of the time, then the entire Zoning Regulation addressing minimum living area is without validity. Ultimately the applicant shows no vehicle for enforcing its claim that the "residents spend the majority of their time outside their units". Should this claim impress the Board, I believe that any future applicant could challenge any square foot requirement just by asserting that the occupants are working away from home during the day, or will probably be at the pool or gym. Common space is no substitute for private living area.

Thank you,

John Wright  
112 S. J St.  
Lake Worth, FL 33460  
[812hauss@gmail.com](mailto:812hauss@gmail.com)  
443-480-1102

Shauna Coolican  
1629 S Lakeside Drive  
Lake Worth Beach FL 33460

2 June 2021

Herman Robinson, District 4  
7 North Dixie Highway  
Lake Worth beach FL 33460

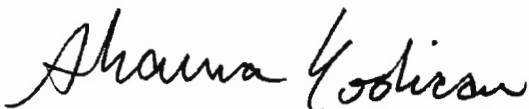
Dear Herman

I recently became aware of the proposed Burckle Place 3 project to be built by The Lord's Place, just north of the New Sun Gate "Motel of the Stars" on Federal Highway. I was pleased to hear that this will not be an emergency shelter, but supervised, phased, housing for women transitioning back to independent living.

I live in South Palm Park, near the proposed project, so I contacted The Lord's Place to find out more about it. I was glad to hear that residents will be women only, no children, and that half will be over 55 years-old, which will enhance stability. Those of us living south of 6<sup>th</sup> Avenue South are familiar with the domestic dramas that often play-out in the parking lots of the budget motels along Federal.

I understand that The Lord's Place will also be paying much needed property taxes to the City of Lake Worth Beach. The property will be fenced and landscaped to maintain a low profile. This project is preferable to maintaining another vacant lot along Federal Highway. I support the Burckle Place 3 project.

Amiably,



Shauna Coolican

CC: Planning & Zoning

July 31, 2021

Planning & Zoning Board

1900 2nd Avenue North  
Lake Worth Beach, FL 33460

Dear Members of the Planning and Zoning Board,

As a former volunteer at Burckle Place I'm writing in support of The Lord's Place Burckle Place 3 project, which will provide a beautiful addition to our community and a needed place for women to call home.

During the many months that I volunteered as a Massage Therapist at Burckle Place, I experienced firsthand how Burckle Place helped many women to turn their lives around and to have another chance for a productive life with dignity and quality. I realized that many of these brave ladies were people like any of us, but through life circumstances - often health related - they had not only lost their income but also their home and their place in society. I strongly believe that a Project like Burckle Place 3 deserves the support of our community.

Burckle Place 3 will be a multi-family home and will house 21 women working toward their independence and who have already successfully graduated from The Lord's Place other programs. The building provides a safe, supportive place to call home and provides a family-like central "living room" that allows the program's intergenerational nature to operate. Half of the women will be 50 and over, and the other half will be between 18 and 30 years old.

There has been opposition to the project for a few reasons, which The Lord's Place has successfully addressed, including what the building will look like from Federal Highway, the size of the units, where the parking is located, and the number of parking spots. As a resident of Lake Worth Beach, this is all I could ask of a good neighbor.

The women who live at the other Burckle Place homes in our city are contributing members of our community. The buildings are beautifully maintained and a credit to Lake Worth Beach. The new Burckle Place 3 will also be a positive addition to our city, and I encourage you to support this project's approval.

Sincerely,

Sibyll Hoch

Dear P&Z Board, Madam Mayor, Commissioners and staff:

As a long time resident of South Palm Park neighborhood, I would like to go on record as supporting the proposed new Burckle Place proposal for Federal Hwy. From conversations with neighbors, it appears that concerns about this project arise mainly due to blending the negative impact of some of the less well managed "sober homes" on Federal with the The Lord's Place, operators of two Burckle facilities in our City. TLP is a long time good neighbor and can be counted on to properly vet their residents (who will be women), and run a quality operation that will have a positive impact on the redevelopment of Federal Hwy, SPPNA and our City as a whole. See below for further details.

Thanks for your consideration of this worthy project,  
Ted Brownstein  
1016 S Lakeside Drive

For your consideration.....

August 4, 2021

To: Planning and Zoning board

RE: Burkel house application

Dear Board,

Let me begin by thanking each and every one of you for your service to the city. It is time consuming and often thankless. But so important.

I am not able to join you tonight, but wanted to give you my input on this project. (I will try to listen via zoom tonight.)

Please support and approve this project. I have visited the original Burkle place on South J Street, which has been in existence for quite some time. I met and spoke with the residents; their commitment to the program was impressive and heartwarming.

In that instance they took a derelict building which had been a problem in my neighborhood for many years, improved it and have maintained it immaculately for years.

I am also very impressed by the fact that the Lord's Place holds the philosophy of paying their way in our city; they could avoid the ad valorem taxes, and yet they choose to pay them.

They have responded to your comments regarding parking in front, for example. As to your suggestion that they go to two floors, as a senior citizen with multiple joint replacements and orthopedic issues, I understand how just even one flight of stairs can be formidable.

Please consider approving this most valuable project.

Thank you,

Very truly yours,

Betty Resch



# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** November 2, 2021

**DEPARTMENT:** Community Sustainability

**TITLE:**

Ordinances Nos. 2021-18 and 2021-19 - First Reading - City-initiated small-scale Future Land Use Map (FLUM) amendment (Ordinance 2021-18) and Zoning Map amendment (Ordinance 2021-19) on behalf of Dixie Capital Partners LLC in coordination with the City of Lake Worth Beach's Electric Utility requesting a FLUM amendment from the Mixed Use - East (MU-E) FLU to the Public (P) FLU, and a rezoning from the Mixed Use – Dixie Highway (MU-Dixie) zoning district to the Public (P) zoning district on properties located at 706 South H Street and 710 South H Street

**SUMMARY:**

City-initiated small-scale Future Land Use Map (FLUM) amendment (Ordinance 2021-18) and Zoning Map amendment (Ordinance 2021-19) on behalf of Dixie Capital Partners LLC in coordination with the City of Lake Worth Beach's Electric Utility requesting:

- a FLUM amendment from the Mixed Use - East (MU-E) FLU to the Public (P) FLU, and
- a rezoning from the Mixed Use – Dixie Highway (MU-Dixie) zoning district to the Public (P) zoning district on properties located at 706 South H Street and 710 South H Street.

**BACKGROUND AND JUSTIFICATION:**

The proposed map amendments would allow the development of a new electrical substation on the subject site which will serve and be owned by the City of Lake Worth Beach. The proposed amendments to the City's Future Land Use Map and Official Zoning Map are supported by and are consistent with the Comprehensive Plan and City Strategic Plan and are consistent with Florida Statutes based on the data and analysis contained in the attached Planning & Zoning Board (PZB) staff report.

However, it should be noted that per F.S. 163.3208, substations are permitted in all land use categories by the Florida Statutes. As the local electric utility is owned by the City, the local preference is for all City facilities to be located within a public future land use designation and zoning district. Substations are permitted in the Public (P) zoning district, which is the implementing zoning district for the Public (P) future land use designation. Therefore, while the proposed FLUM amendment is not required under Florida Statute, the local preference is for the City's FLUM and Zoning Map to reflect the location of this type publicly owned facility.

The development of a substation on the subject property would allow for the eventual redevelopment of an existing substation site by Dixie Capital Partners LLC, which is located at 610 S H Street near the intersection of S H Street and the major thoroughfare of 6th Ave South. The sale of the subject property to the City of Lake Worth Beach is anticipated to occur sometime in 2022. The service capacity of the existing substation at 610 S H Street will be transferred to the new upgraded facility upon the completion of its construction. The subject site is located within the CRA boundaries.

At the September 1, 2021 Planning & Zoning Board (PZB) meeting, the PZB recommended unanimous approval of both the future land use map amendment and the zoning map amendment.

**MOTION:**

Move to approve/disapprove Ordinances 2021-18 and 2021-19 on first reading and schedule the second reading and public hearing for December 7, 2021.

**ATTACHMENT(S):**

- PZB Staff Report
- Ordinance 2021-18 FLUM
- Ordinance 2021-19 Rezoning

## PLANNING AND ZONING BOARD REPORT

**PZB 21-01300002:** City-initiated small-scale **Future Land Use Map (FLUM) amendment** (Ordinance 2021-18) and **Zoning Map amendment** (Ordinance 2021-19) on behalf of Dixie Capital Partners LLC in coordination with the City of Lake Worth Beach’s Electric Utility requesting:

- a FLUM amendment from the Mixed Use - East (MU-E) FLU to the Public (P) FLU, and
- a rezoning from the Mixed Use – Dixie Highway (MU-Dixie) zoning district to the Public (P) zoning district on properties located at 706 South H Street and 710 South H Street.

**Transmittal Date:** August 25, 2021

**Meeting Date:** September 1, 2021

**Property Owner:** Dixie Capital Partners LLC

**Address:** 706 South H Street and 710 South H Street

**PCN:** 38-43-44-21-15-223-0070 and 38-43-44-21-15-223-0060

**Size:** 13,488 square feet (0.31 acres)

**General Location:** Southeast corner of the 7th Avenue South and South H Street intersection

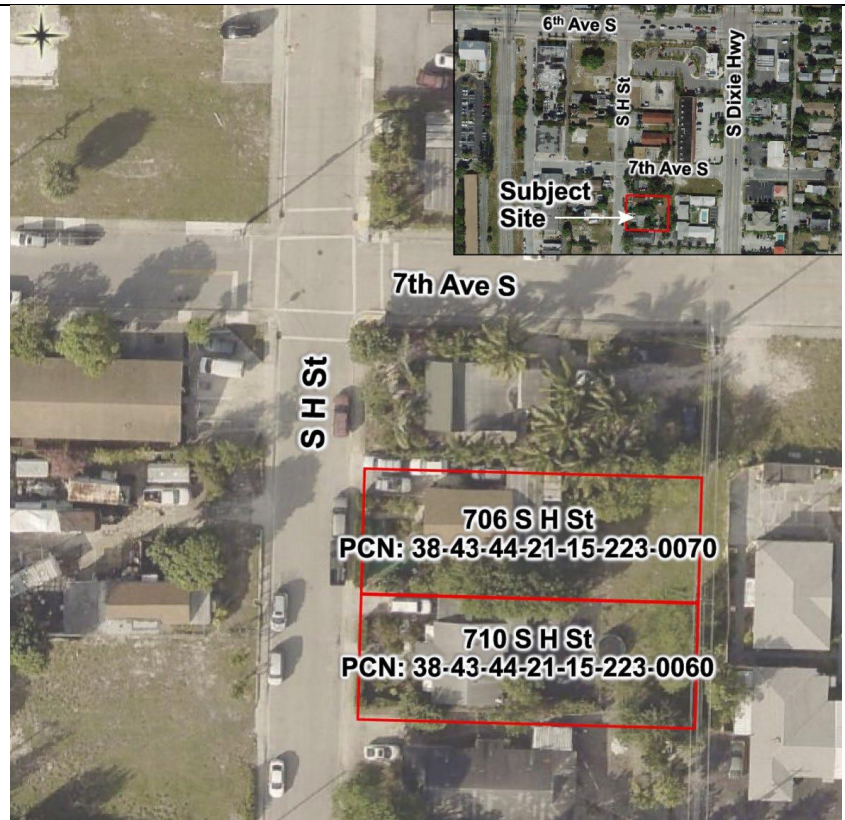
**Existing Land Use:** Two single-family residential homes

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

**Proposed Future Land Use Designation:** Public (P)

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

**Proposed Concurrent Zoning District:** Public (P)





## RECOMMENDATION

The data and analysis in support of the proposed FLUM amendment was prepared in accordance with F.S. 163.3177. The proposed FLUM amendment is consistent with the purpose, intent, and requirements of the Comprehensive Plan, including the level of service requirements and the Strategic Plan. **Therefore, a recommendation is provided to Planning & Zoning Board to recommend that the City Commission adopt the proposed small scale FLUM amendment.**

The proposed rezoning is consistent with the Comprehensive Plan, Strategic Plan, and the guidelines and standards found in the City of Lake Worth Beach Land Development Regulations (LDRs). **Therefore, a recommendation is provided to the Planning and Zoning Board to recommend that the City Commission adopt the proposed Zoning map amendment.**

## PROJECT DESCRIPTION

The proposed City-initiated FLUM amendment would amend the FLU designation for approximately .31 acres (2 subject properties) from the Mixed Use - East (MU-E) FLU to the Public (P) FLU. The proposed concurrent rezoning request would amend the zoning district on the subject properties from the Mixed Use – Dixie Highway (MU-DH) district to the Public (P) district. The proposed map amendments would allow the development of a new Electrical Substation on the subject site which will serve and be owned by the City of Lake Worth Beach. Furthermore, the amendments are supported by and are consistent with the Comprehensive Plan and City Strategic Plan as described in the respective Comprehensive Plan and Strategic Plan Analysis sections of this report for each request.

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

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

## COMMUNITY OUTREACH

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

## BACKGROUND

The proposed FLUM and Zoning Map amendments include two (2) parcels currently owned by Dixie Capital Partners LLC. The proposed relocation of the substation would allow for the eventual redevelopment of the existing substation site by Dixie Capital Partners LLC, which is located at 610 S H Street near the intersection of S H Street and the major thoroughfare of 6<sup>th</sup> Ave South. The sale of the subject property to the City of Lake Worth Beach is anticipated to occur sometime in 2022. The service capacity of the existing substation at 610 S H Street will be transferred to the new upgraded facility upon the completion of its construction. The subject site is located within the CRA boundaries.

**FUTURE LAND USE MAP (FLUM) AMENDMENT ANALYSIS**

The proposed Public (P) FLU for the subject properties is compatible with the Mixed Use- East (MU-E) FLU designations of surrounding properties. The following outlines the FLU designations for the adjacent areas:

- Future Land Use Map amendment for approximately .31 acres (2 properties) from Mixed Use – East (MU- E) to Public (P)

Subject Property FLU	Adjacent Direction	Adjacent Future Land Use	Existing Use
Mixed Use – East (MU- E)	North	Mixed Use – East (MU- E)	Single Family
Mixed Use – East (MU- E)	South	Mixed Use – East (MU- E)	Multifamily Apartments
Mixed Use – East (MU- E)	East	Mixed Use – East (MU- E)	Motel
Mixed Use – East (MU- E)	West	Mixed Use – East (MU- E)	Single Family Vacant Residential

The Public FLU designation allows for areas specifically used for public purposes and, in conjunction with the implementing Public zoning district, provides for various related uses including office and institutional uses. Use of this site as described will help the City of Lake Worth Beach provide necessary utility facilities to support the surrounding areas and future development enumerated in its Strategic Plan and is consistent with the Comprehensive Plan.

The proposed FLUM amendment is consistent and in support of the following associated Objectives and Policies of the City of Lake Worth Beach’s Comprehensive Plan. The underlined text below emphasizes key concepts, strategies and objectives within these objectives and policies that are furthered by the subject amendments. However, it should be noted that per F.S. 163.3208, substations are permitted in all land use categories by the Florida Statutes. As the local electric utility is owned by the City, the local preference is for all City facilities to be located within a public future land use designation and zoning district. Substations are permitted in the Public (P) zoning district, which is the implementing zoning district for the Public (P) future land use designation. Therefore, while the proposed FLUM amendment is not required under Florida Statute, the local preference is for the City’s FLUM and Zoning Map to reflect the location of this type publicly owned facility.

**1. FUTURE LAND USE ELEMENT**

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

**Objective 1.3.5:** To encourage the availability of suitable land for utility facilities necessary to support proposed development.

Policy 1.3.5.1: Suitable land shall be dedicated or reserved by the developers or reserved by the City for utility facilities necessary to support proposed development.

Policy 1.3.5.3: Electric substations and Utility uses shall be allowed in all future land use categories except in Conservation areas or areas designated as Historic Districts, provided the uses are consistent with the provisions of the Comprehensive Plan and the Land Development

Regulations. Electric facilities shall comply with the provisions of F.S. 163.3208., which establishes compatibility standards, procedures for the review of applications for location of a new substation.

## 2. INFRASTRUCTURE ELEMENT

**Objective 4.1.21:** To plan for and assure an adequate electric service to meet the needs of all residents and non-residential establishments within the City of Lake Worth and within the City's service area during planning horizon.

Policy 4.1.21.2: Based upon the overall level of service data and analysis in the City's Electric Utility Plan, the City will review future demands to verify that any need for future expansion of Electric facilities is accounted for.

**Objective 4.1.25:** To encourage the availability of suitable land for utility facilities necessary to support proposed development.

Policy 4.1.25.1: Electric substations and Utility uses shall be allowed in all future land use categories except in Conservation areas or areas designated as Historic Districts, provided the uses are consistent with the provisions of the Comprehensive Plan and the Land Development Regulations. Electric facilities shall comply with the provisions of F.S. 163.3208., which establishes compatibility standards, procedures for the review of applications for location of a new substation.

### Consistency with the Strategic Plan

The proposed amendments further the City's Strategic Plan that is committed to building a vibrant and diverse economy, planning thoughtfully for the future, and supporting the Strategic Pillars of Positioning Lake Worth Beach to be a Competitive viable location of choice, Strengthening Lake Worth Beach as a "Community of Neighborhoods", and Navigating towards a sustainable community.

Specifically, the proposed amendments , if approved, would be consistent with Strategic Plan Pillar I.E: Provide superior public amenities and services to retain existing and entice new residences and businesses and Pillar II.C: Sustain infrastructure investments. The proposal is necessary as the existing substation 610 is proposed to be relocated to the subject site.

### Level of Service Analysis

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

According to the City's Comprehensive Plan, the maximum development potential change is for the existing Mixed Use – East FLU at 30 du/acre to the proposed Public FLU at 0 du/acre resulting in a decrease of 30 du/acre. Public FLU generates less service demands than the Mixed Use – East FLU. Analysis of the decreased density (30 du/acre to 0 du/acre= 0 du/acre) on the long range Level of Service (LOS) impacts concluded community facilities and services are available in the area to sustain the future demands and long range LOS can be met with current and planned system capacities. The decrease from 30 du/acre to 0 du/ac results in a decrease of facilities and services needed (at an average household size of 2.53 people per household per Comprehensive Plan Future Land Use Data and Analysis). Public FLU generates less service demands than the Mixed Use- East FLU. The following table provides a LOS summary.

**FLUM AMENDMENT LOS SUMMARY TABLE**

Type of Facility:	Existing FLU Designations: (at 30 du/acre for Mixed Use – East (MU- E))	Proposed FLU Designations: (at 0 du/acre for Public)
<b>Drainage</b>	3-year, 1-hour storm duration, as recorded in the FDOT Drainage Manual IDF curves, current edition and fully contained onsite.	3-year, 1-hour storm duration  Both FLU designations meet the 3 yr. – 1 hr. drainage LOS requirements. Site improvements may be required to provide drainage collection and conveyance systems to positive outfall.
<b>Potable Water</b>	105 GPCD (gallons per capita per day)  105 gpcd x 30 du/acre x 2.53 pph =7,970	105 gpcd x 0 du/acre x 2.53 pph = 0 Decrease of 7,970 gpcpd  Public use generates less demand than single family residential development  The City facilities have available capacity to accommodate the decreased demand.
<b>Sanitary Sewer</b>	Collection and treatment of 100 gallons per capita per day at secondary treatment level, or 250 gallons per ERU per day.  100 gpcd x 30 du/acre x 2.53 pph =7,590	100 gpcd x 0 du/acre x 2.53 pph = 0 Decrease of 7,590 gpcpd Public use generates less demand than single family residential development The City facilities have available capacity to accommodate the decreased demand.
<b>Solid Waste</b>	Collection and disposal of 6.5 pounds of solid waste per capita per day.  6.5 lbs/pcd x 30 du/acre x 2.53 pph x 365 days/year / 2,000 = 90 Tons/year	Solid waste pickup will be located on the property and is substantially less than the potential impacts of residential development.  The Solid Waste Authority has available capacity to accommodate the demand of the proposed facility.
<b>Parks</b>	2.5 acres of community parks for every 1,000 persons and 2.0 acres of neighborhood parks for every 1,000 persons.  .31 acre x 30 du/acre = 9 du x 2.53 pph/du= 23 persons	.31 acres x 0 du/ac = 0 du/ac x 2.53 pph/du = 0 persons Decrease of 9 du = decrease of 23 persons
<b>Schools</b>	9 du	0 du/acre x 3.71 ac= 0 du Decrease of 9 du  School District to determine impact of decreased units; School Capacity Availability Determination

<p><b>Traffic</b></p>	<p>.31 acre x 30 du/acre = 9 du            9 du x 5.44 daily trips* = 49            Daily Trips</p> <p>* ITE 10th Edition Trip Generation Rates</p>	<p>Public use generates less daily trips than single family residential development            LOS D            Decrease of daily trips            Capacity is available to accommodate the decreased demand.</p>
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**ZONING MAP AMENDMENT ANALYSIS**

*Consistency with the Comprehensive Plan and Strategic Plan*

The subject site currently has a Future Land Use designation of Mixed Use – East (MU-E). Per Policy 1.1.1.5, the MU-E future land use is intended to provide a mixture of residential, office, service and commercial retail uses within specific areas east of I-95, near or adjacent to the central commercial core and major thoroughfares of the City. The subject proposal for an electric substation includes the rezoning being reviewed concurrently with a FLU Map Amendment (FLUM) requesting to change the FLU of 706 and 710 S H Street from MU-E to Public to accommodate appropriate public uses that serve the surrounding areas. The Public zoning district is not an implementing zoning district of the MU-E FLU designation. Per Policy 1.1.1.15, the Public FLU is designated to have a corresponding zoning district of Public. Per Section 23.3-26 of the Land Development Regulations, "...the Public district designates locations for public schools and municipal facilities including City Hall, City Hall Annex, Lake Worth Public Library, Pine Crest Cemetery and the reclaimed landfill site at the southern city limits. It also provides for publicly owned utility facilities. Because of the diverse variety of uses permitted in the Public district and the mapping of the district throughout the city, all uses are permitted as conditional uses. The P public district implements the P public land use category of the Lake Worth Comprehensive Plan."

**The City’s Strategic Plan** sets goals and ideals for the City’s future vision and lays out methods to achieve them. The proposed concurrent amendments to the FLUM and the Zoning are required for consistency with the Comprehensive Plan. The proposal, if approved, would be consistent with Strategic Plan Pillar I.E: Provide superior public amenities and services to retain existing and entice new residences and businesses and Pillar II.C: Sustain infrastructure investments. The proposal is necessary as the existing substation 610 is proposed to be relocated to the subject site.

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

*Consistency with the City’s Land Development Regulations*

If the rezoning and FLUM amendment are approved, the new Public zoning district would be consistent with the purpose and intent of the Public FLU designation. Additionally, the proposed use of a substation would be consistent with the Public zoning district.

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

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

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

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

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

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

**Analysis:** If the FLUM amendment and the rezoning are approved, the new P zoning district would be consistent with the purpose and intent of the P FLU designation. The rezoning request furthers the implementation of the City’s Comprehensive Plan with the proposed adoption of a zoning district for the proposed use of a substation that is consistent with the P FLU designation on the subject sites. **Meets Criterion.**

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

**Analysis:** The rezoning request will not be contrary or incompatible to the established land pattern, nor will it create an isolated zoning district unrelated to the adjacent and nearby classifications or constitute a grant of special privilege to the petitioner as contrasted with the protection of the public welfare. As evidenced in Future Land Use Element Policy 1.3.5.3 and Infrastructure Policy 4.1.25.1, an electrical substation is an essential use and shall be allowed in all future land use categories, except Conservation areas or Historic Districts. Below is a table outlining the existing zoning and future land use designations of adjacent properties. **Meets Criterion.**

Subject Property FLU	Adjacent Direction	Adjacent Future Land Use Designations	Adjacent Zoning Districts	Existing Use
Mixed Use – East (MU- E)	North	Mixed Use – East (MU- E)	Mixed Use – Dixie Highway (MU-DH)	Single Family
Mixed Use – East (MU- E)	South	Mixed Use – East (MU- E)	Mixed Use – Dixie Highway (MU-DH)	Multifamily Apartments
Mixed Use – East (MU- E)	East	Mixed Use – East (MU- E)	Mixed Use – Dixie Highway (MU-DH)	Motel
Mixed Use – East (MU- E)	West	Mixed Use – East (MU- E)	Mixed Use – Dixie Highway (MU-DH)	Single Family Vacant Residential

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

**Analysis:** The proposed rezoning to Public will allow for the development of an electrical substation. This use is essential to the City and is consistent with the Sustainability initiative of the City of Lake Worth Beach. Public uses such as substations are considered supportive uses in function and nature to residential uses. Approval of the rezoning will allow for continuation of public uses that are complementary to and serve the properties' existing surrounding residential and hotel uses as well as any future uses allowed in the surrounding Mixed Use – East zoning district. **Meets Criterion.**

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

**Analysis:** This criterion is only applicable to requests to rezone land to a planned zoning district. As this request seeks approval to rezone the subject properties to the conventional Public zoning district and not a planned development district, this criterion does not apply. **Criterion not applicable.**

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

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

**Analysis:** The proposed Public (P) FLU for the subject properties is compatible with the existing and future land uses of adjacent and nearby properties, and will not negatively affect the property values of the neighborhood. The existing zoning district of the subject site is not reflective of the current residential use of the site. Rezoning of the subject site and the land use change to Public will be consistent with the electrical substation, allow for future service expansion, and would not negatively affect the property values of properties. **Meets Criterion.**

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

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

**Analysis:** The rezoning request does not include rezoning to a planned zoning district. As such, this criterion is not applicable. **Criterion not applicable.**

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

- A. Represent a potential decrease in the possible intensity of development, given the uses permitted in the proposed land use category; and

- B. Represent a potential decrease in the number of uses with high probable economic development benefits.

**Analysis:** While the P zoning district does not offer an increase in density from the Mixed Use – Dixie Highway zoning district, the proposed rezoning to the P zoning district will result in the addition of an electrical substation for the City. The substation use is consistent with the City’s goal to provide necessary utility services to the residents of Lake Worth Beach. **Meets Criterion.**

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

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

**Analysis:** The proposed rezoning would result in a reduction of the amount of land available for commercial development under the current Mixed Use Zoning, however it will accommodate a necessary use to serve the residents and nonresidential uses of the City. **Meets Criterion.**

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

**Analysis:** The necessary electrical substation use is best suited at the subject site. There is an existing substation at 610 S H Street that will be relocated to the subject site. The subject site is the closest in proximity to the existing substation, thus having less of an impact on the City’s services. **Meets Criterion.**

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

**Analysis:** The proposed electrical substation is subject to Site Plan review and will comply with Section 23.2-32 of the City’s Code. **Meets Criterion.**

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

## CONCLUSION

The proposed FLUM amendment request is consistent with the purpose, intent, and requirements of the Comprehensive Plan. The proposed rezoning is also consistent with the purpose, intent, and requirements of the Comprehensive Plan and LDRs. Therefore, staff recommends that the Board recommend approval to the City Commission of both the FLUM amendment and the Zoning Map amendment based on the data and analysis in this report and the findings summarized below:

- The amendments are consistent with the City’s goals to encourage the availability of suitable land for utility facilities necessary to support proposed development and to allow Electric substations and Utility uses in all future land use categories.
- The amendments are consistent with the Strategic Plan’s goals of providing superior amenities and services to retain existing and entice new residents and businesses, and sustain infrastructure investments.



- The amendments are supported by and are consistent with the Comprehensive Plan and City Strategic Plan as described in the respective Comprehensive Plan and Strategic Plan Analysis sections of this report; and
- The FLUM amendment is supported by data and analysis prepared in accordance with the requirement of F.S. 163.3177 that provides relevant and appropriate data based the City's community goals and vision and consistency with level of service requirements.
- The Zoning Map amendment is consistent with the proposed FLUM amendment.

## BOARD POTENTIAL MOTION:

### One vote per ordinance is required:

I MOVE TO RECOMMEND APPROVAL OF the proposed amendment to the **Future Land Use Map (Ordinance 2021-18)** based on the data and analysis in the staff report and the testimony at the public hearing.

I MOVE TO NOT RECOMMEND APPROVAL OF the proposed amendment to the **Future Land Use Map (Ordinance 2021-18)** as the proposal is not consistent with the City's Comprehensive Plan and Strategic Plan for the following reasons [Board member please state reasons.]

### AND

I MOVE TO RECOMMEND APPROVAL OF the proposed amendment to the **Zoning Map (Ordinance 2021-19)** based on the data and analysis in the staff report and the testimony at the public hearing.

I MOVE TO NOT RECOMMEND APPROVAL OF the proposed amendment to the **Zoning Map (Ordinance 2021-19)** as the proposal is not consistent with the City's Comprehensive Plan and Strategic Plan for the following reasons [Board member please state reasons.]

**Consequent Action:** The Planning and Zoning Board will be making a recommendation to the City Commission on the FLUM and Zoning Map amendment requests.

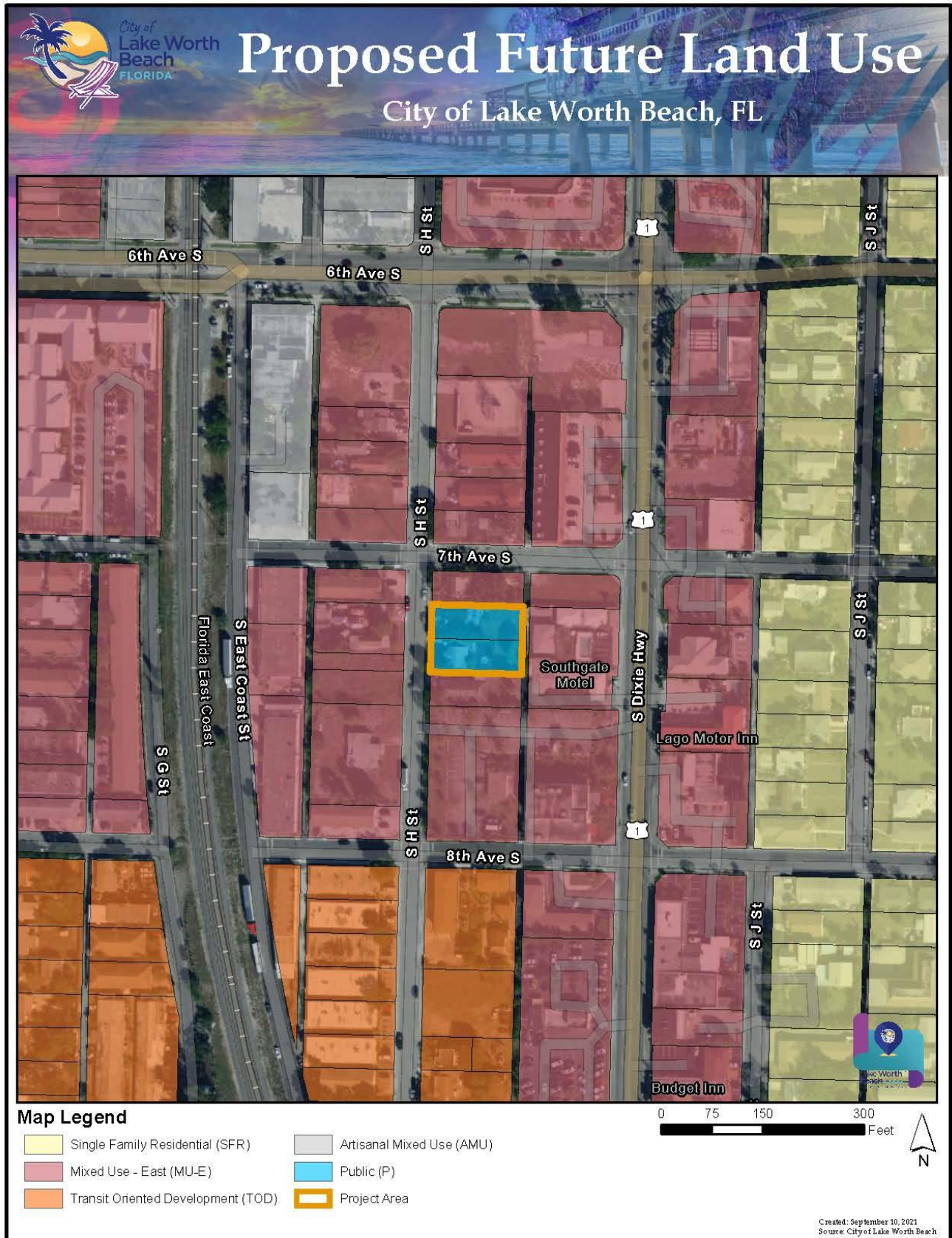
## ATTACHMENTS

- A. Current FLU Map of property located at 706 South H Street and 710 South H Street (PCN #s 38-43-44-21-15-223-0070 and 38-43-44-21-15-223-0060)
- B. Proposed FLU Map of property located at 706 South H Street and 710 South H Street (PCN #s 38-43-44-21-15-223-0070 and 38-43-44-21-15-223-0060)
- C. Current Zoning Map of property located at 706 South H Street and 710 South H Street (PCN #s 38-43-44-21-15-223-0070 and 38-43-44-21-15-223-0060)
- D. Proposed Zoning Map of property located at 706 South H Street and 710 South H Street (PCN #s 38-43-44-21-15-223-0070 and 38-43-44-21-15-223-0060)

ATTACHMENT A  
Current FLU Map of Subject Properties



ATTACHMENT B  
Proposed FLU Map of Subject Properties



ATTACHMENT C  
CURRENT ZONING MAP



ATTACHMENT D  
PROPOSED ZONING MAP



**ORDINANCE NO. 2021-18 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING THE CITY'S COMPREHENSIVE PLAN FUTURE LAND USE MAP THROUGH A SMALL SCALE MAP AMENDMENT FROM THE FUTURE LAND USE (FLU) DESIGNATION OF MIXED USE – EAST (MU-E) TO THE PUBLIC (P) FLU DESIGNATION ON PROPERTIES LOCATED AT 706 SOUTH H STREET AND 710 SOUTH H STREET MORE FULLY DESCRIBED IN EXHIBIT A; PROVIDING THAT CONFLICTING ORDINANCES ARE REPEALED; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE**

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

WHEREAS, this is a City-initiated request for the two (2) properties described in Exhibit A (the "Property") attached hereto and incorporated herein, for a small scale map amendment to change the future land use designation of the property; and

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

WHEREAS, on October 6, 2021, the City Planning and Zoning Board, sitting as the duly constituted Local Planning Agency for the City, recommended approval of the Future Land Use Map Amendment to the Comprehensive Plan of the City; and

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

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

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

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

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

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

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

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

Section 4. If any provision of this ordinance, or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable,

Section 5. The effective date of this small scale map amendment shall be thirty-one (31) days after the Department of Economic Opportunity notifies the City that the plan amendment package is complete. If timely challenged, this amendment does not become effective until the Department of Economic Opportunity or the Administration Commission enters a final order determining the adopted amendment to be in compliance.

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

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

The Mayor thereupon declared this ordinance duly passed on first reading on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

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

The Mayor thereupon declared this ordinance duly passed and enacted on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

LAKE WORTH BEACH CITY COMMISSION

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

ATTEST:

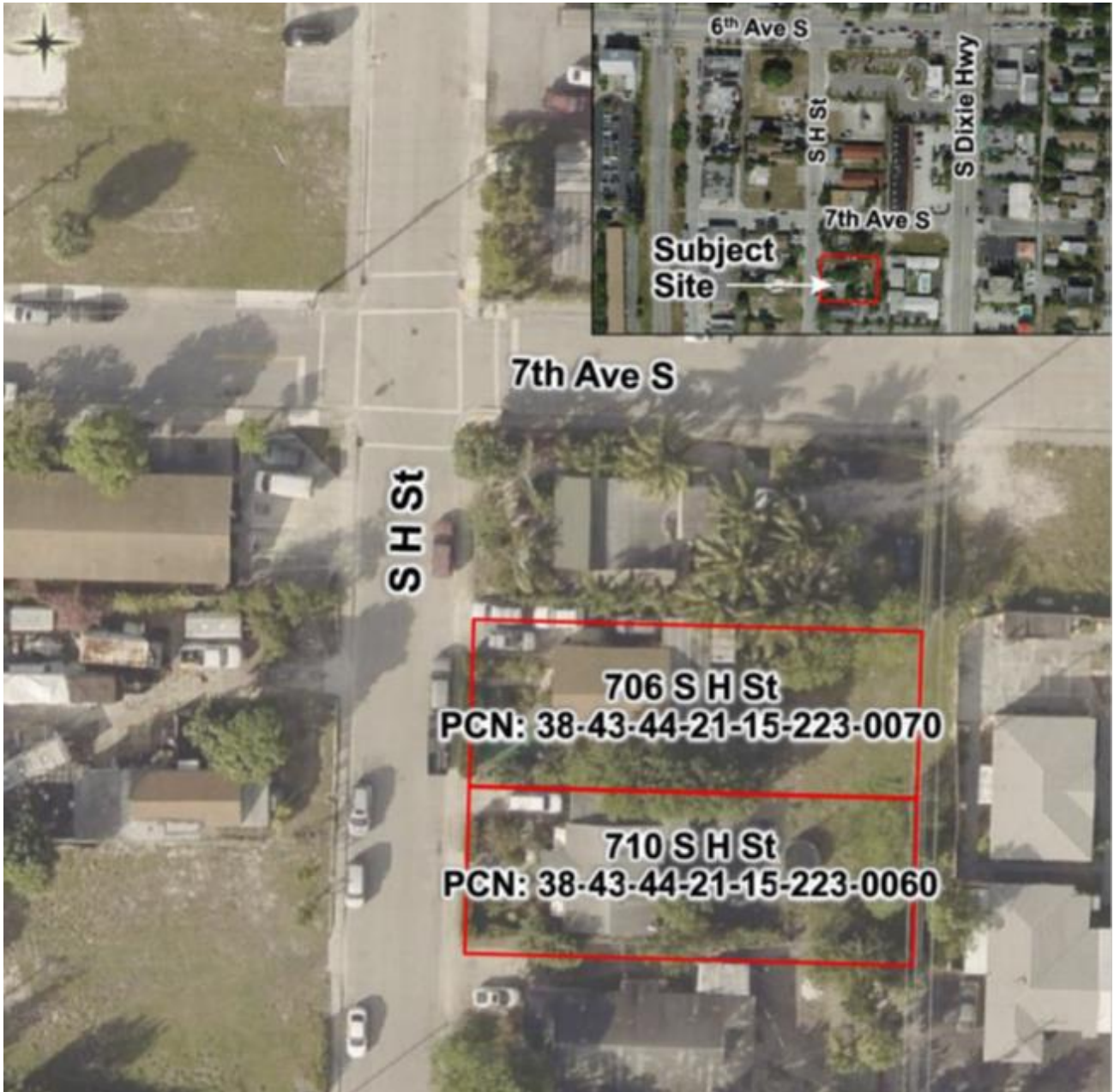
\_\_\_\_\_  
Melissa Ann Coyne, City Clerk





**Exhibit A  
Property Location**

The subject two (2) parcels are generally located at the southeast corner of 7<sup>th</sup> Avenue and South H Street at 706 South H Street and 710 South H Street as depicted in the map below and include the following property control numbers: 38-43-44-21-15-223-0070 and 38-43-44-21-15-223-0060.





**Exhibit B  
Amended FLUM**

Mixed Use – East (MU-E) to Public (P) Future Land Use Designation



**ORDINANCE NO. 2021-19 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING THE CITY'S OFFICIAL ZONING MAP FROM THE ZONING DISTRICT OF MIXED USE – DIXIE HIGHWAY (MU- DH) TO PUBLIC (P) ON PROPERTIES LOCATED AT 706 SOUTH H STREET AND 710 SOUTH H STREET, AND AS MORE PARTICULARLY DESCRIBED IN EXHIBIT A; AND PROVIDED FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE**

WHEREAS, the City Commission of the City of Lake Worth Beach, Florida, pursuant to the authority granted in Chapters 163 and 166, Florida Statutes, and the Land Development Regulations, as adopted by the City of Lake Worth Beach, is authorized and empowered to consider amending the City's Official Zoning Map; and

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

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

WHEREAS, on October 6, 2021, the City Planning and Zoning Board, sitting as the duly constituted Local Planning Agency for the City, considered a concurrent future land use map (FLUM) amendment to the P future land use;

WHEREAS, on October 6, 2021, the City Planning and Zoning Board, sitting as the duly constituted Local Planning Agency for the City, recommended approval of the subject zoning map amendment to the City's Official Zoning Map; and

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

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

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

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

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

Section 2. The parcel of land more particularly described in **Exhibit A** is hereby designated Public (P) on the City's Official Zoning Map.

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

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

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

Section 6. Effective Date. This ordinance shall become effective upon the same day as the concurrent Future Land Use Map amendment (Ordinance 2021-18). Per Florida Statute 163.3187. The Future Land Use Map amendment (Ordinance 2021-18) shall be effective 31 days after adoption provided there is no challenge.

The passage of this ordinance on first 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 first reading on the \_\_\_\_\_ day of September, 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

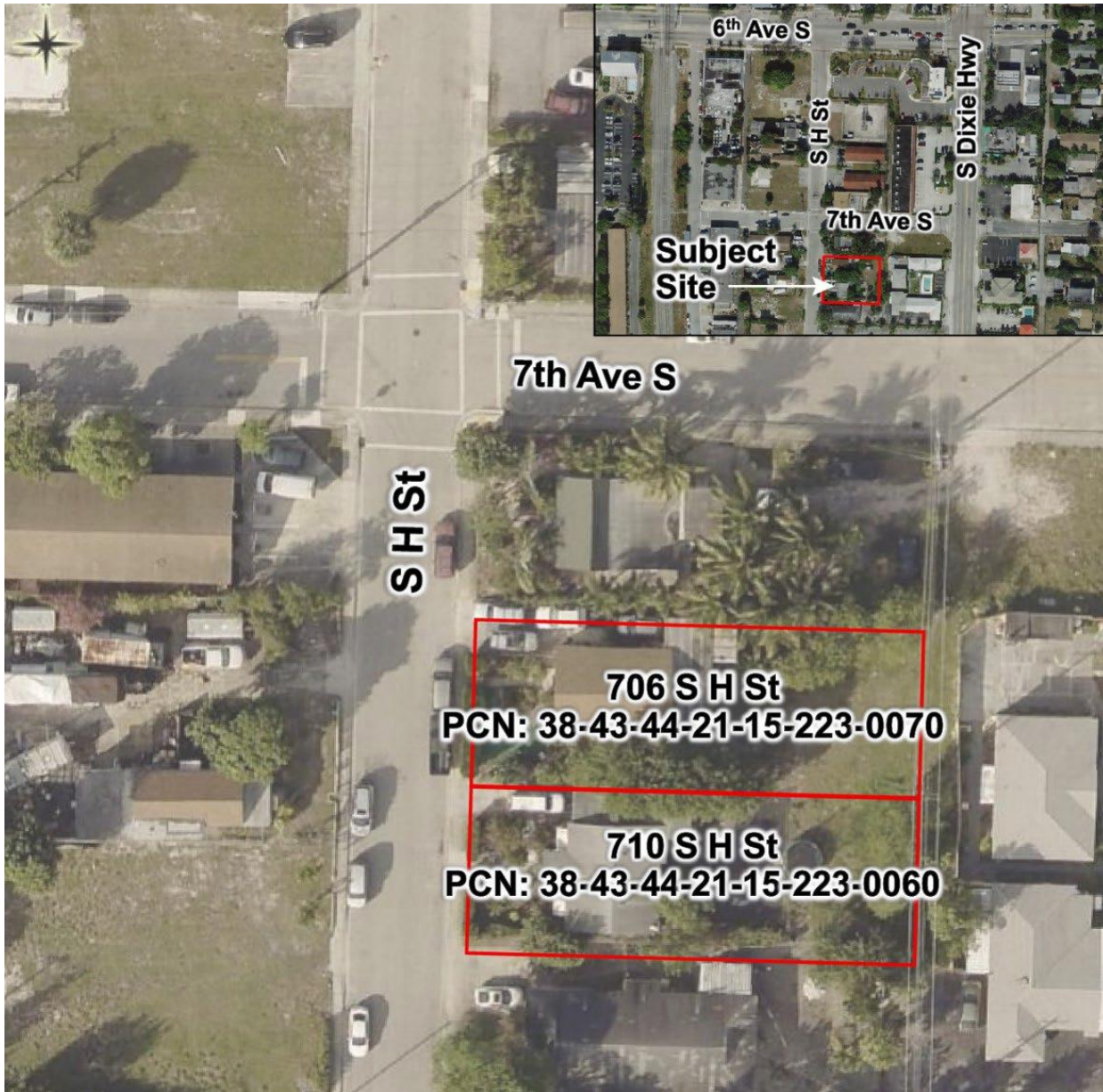
ATTEST:

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

1  
2  
3  
4

## Exhibit A Property Location

5 The subject two (2) parcels are generally located at the southeast corner of 7<sup>th</sup> Avenue and South  
6 H Street at 706 South H Street and 710 South H Street as depicted in the map below and include  
7 the following property control numbers: 38-43-44-21-15-223-0070 and 38-43-44-21-15-223-  
8 0060.  
9





12  
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**Exhibit B**  
**Amended Zoning District**  
Mixed Use – Dixie Highway (MU-DH) to Public (P) Zoning District



# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** November 2, 2021

**DEPARTMENT:** Financial Services and City  
Attorney

**TITLE:**

Ordinance No. 2021-15 – Second Reading - amending the Procurement Code

**SUMMARY:**

Ordinance No. 2021-15 proposes to amend the City's Procurement Code to expand the local and small business preference, add a veteran business enterprise preference, and create a "green initiatives" preference.

**BACKGROUND AND JUSTIFICATION:**

In 2019, the City substantially updated its Procurement Code, which is found in sections 2-111 through 2-117 of the City's Code of Ordinances. Commissioner Malega recently asked about whether the local and small business preferences in section 2-117 for Invitations For Bid (IFBs) could be expanded, and additional preferences added. In researching the issue, City staff and the City Attorney determined the City could expand the local and small business preferences to include other solicitations (RFPs and RFQs) and add a veteran business enterprise preference similar to section 295.187, Florida Statutes (Florida Veteran Business Enterprise Opportunity Act). In further discussion with the City Commission, the City Commission provided consensus to the expansion of the existing preferences and the addition of the veteran preference. The City Commission also unanimously requested a "green initiatives" preference to be added to recognize and award solicitations to environmentally-conscious vendors.

Accordingly, Ordinance No. 2021-15 proposes to make the following changes to the Procurement Code in section 2-117:

- Expand the local business and small business existing preferences to be used in RFPs and RFQs, not just IFBs.
- Add a veteran business enterprise preference for IFBs, RFPs, and RFQs.
- Add a "green initiatives" preference for IFBs, RFPs, and RFQs.
- Clarify that except for the "green initiatives" preference only one (1) preference can be identified in a response to a solicitation.
- Clarify the order of preferences in an IFB (best award determination) as (1) veteran business enterprise preference; (2) local business preference; and, (3) small business preference.

The ordinance passed unanimously on first reading at the October 19, 2021 Commission meeting.

**MOTION:**

Move to approve/disapprove Ordinance No. 2021-15 amending the Procurement Code.

**ATTACHMENT(S):**

Fiscal Impact Analysis – N/A  
Ordinance 2021-15

1  
2  
3  
4       **ORDINANCE 2021-15 - AN ORDINANCE OF THE CITY OF LAKE WORTH**  
5       **BEACH, FLORIDA, AMENDING THE CITY'S CODE OF ORDINANCES,**  
6       **CHAPTER 2, ADMINISTRATION, ARTICLE XIV, PURCHASING, SECTION 2-**  
7       **117, ASSISTANCE TO LOCAL BUSINESSES AND SMALL BUSINESSES, BY**  
8       **EXPANDING THE USE OF LOCAL AND SMALL BUSINESS PREFERENCES,**  
9       **ADDING A VETERAN BUSINESS ENTERPRISE PREFERENCE, AND ADDING**  
10       **A "GREEN INITIATIVES" PREFERENCE AND ADDING CLARIFICATIONS ON**  
11       **THE AUTHORIZED PREFERENCES AND ORDER OF PRECEDENCE OF THE**  
12       **PREFERENCES; PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS**  
13       **IN CONFLICT, CODIFICATION, AND AN EFFECTIVE DATE**

14  
15       **WHEREAS**, the City of Lake Worth Beach, Florida (the "City") is a duly constituted  
16 municipality having such power and authority conferred upon it by the Florida Constitution and  
17 Chapter 166, Florida Statutes; and

18  
19       **WHEREAS**, in 2019, the City substantially updated its Procurement Code, which is  
20 located in section 2-111 through section 2-117 of the City's Code of Ordinances; and

21  
22       **WHEREAS**, the City's Procurement Code, in section 2-117, currently provides a  
23 preference in Invitations for Bids (IFB) for local and small businesses when not prohibited by other  
24 law; and

25  
26       **WHEREAS**, the City Commission has recognized the need to expand these preferences  
27 to include other solicitations such as Requests for Proposals (RFPs) and Requests for  
28 Qualifications (RFQs); and,

29  
30       **WHEREAS**, the City Commission also recognizes the need to rectify the economic  
31 disadvantage of service-disabled veterans, who are statistically the least likely to be self-  
32 employed when compared to the veteran population as a whole and who have made extraordinary  
33 sacrifices on behalf of the nation, the state, and the public, by providing opportunities for service-  
34 disabled veteran business enterprises as further set forth in section 295.187, Florida Statutes  
35 (Florida Veteran Business Enterprise Opportunity Act); and

36  
37       **WHEREAS**, the City Commission also recognizes the need to encourage and reward  
38 potential vendors who utilize "green initiatives" which reduce energy consumption and  
39 greenhouse gas emissions, utilize renewable energy sources, increase recycling opportunities  
40 and minimize waste, and avoid the use of highly toxic chemicals, which in turn improve the quality  
41 of life within the City and strengthen the City's economy; and,

42  
43       **WHEREAS**, consistent with the above, the City Commission has determined the need to  
44 revise the Procurement Code to expand the use of the existing local and small business  
45 preferences and to create a new veteran business enterprise preference and a "green initiatives"  
46 preference; and,

47  
48       **WHEREAS**, the City Commission has reviewed the amendments set forth in this  
49 ordinance to the City's Procurement Code and has determined that the amendments are in the  
50 best interest of the public health, safety and general welfare of the City, its residents and visitors  
51 and serve a valid public purpose.

52  
53       **NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF**  
54 **LAKE WORTH BEACH, FLORIDA, that:**  
55

56 **Section 1:** That the foregoing "WHEREAS" clauses are ratified and confirmed as  
57 being true and correct findings of the City Commission and are made a specific part of this  
58 ordinance as if set forth herein.

59  
60 **Section 2:** Chapter 2, Administration, Article XIV, Purchasing, Section 2-117,  
61 Assistance to Local Businesses and Small Businesses, is hereby amended as follows  
62 (underlined language is added and strike-through language is deleted):  
63

64 **Sec. 2-117. Assistance to local businesses, ~~and small businesses,~~ veteran business**  
65 **enterprises, and businesses utilizing green initiatives.**  
66

67 (a) *Purpose.* The policy of the city is to afford all businesses an opportunity for participation in  
68 the city's procurement processes and to prohibit discrimination by the city or its providers of  
69 goods and/or services. ~~The purpose of this section is to serve the public interest by spurring~~  
70 ~~economic development through encouraging small businesses to locate and remaining in~~  
71 ~~Palm Beach County, especially the city.~~ The city will take all necessary, reasonable and legal  
72 action to prevent discrimination in its procurement process, to afford all businesses, including  
73 local, ~~and~~ small businesses, ~~and~~ veteran business enterprises, are afforded the maximum  
74 opportunity to participate in the city's procurement processes. The purpose of this section is  
75 to the serve the public interest by recognizing the economic disadvantage of small  
76 businesses and veteran-owned businesses and by recognizing the desire to spur economic  
77 development in the city by encouraging all existing and new businesses to locate or have  
78 locations in Palm Beach County, especially in the city. It is also the purpose of this section  
79 to serve the public interest by recognizing the enhancements to the quality of life and the  
80 city's economy which occur through the city's procurement of goods and/or services from  
81 businesses that utilize "green initiatives" which reduce energy consumption and greenhouse  
82 gas emissions, utilize renewable energy sources, increase recycling opportunities and  
83 minimize waste, and avoid the use of highly toxic chemicals.  
84

85 (b) *Local preference.*  
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- 87 (1) As set forth herein, preference will be given to a local business (entity or person)  
88 with a physical address within the corporate limits of the City of Lake Worth Beach.  
89 Proof of the person's or entity's residency shall be a valid business tax receipt  
90 issued by the city and certificate of occupancy within the city.
- 91 (12) In an IFB where the anticipated total procurement value exceeds fifty thousand  
92 dollars (\$50,000.00), the city commission may give preference to a local business,  
93 if and only if, the local business is determined to be a responsible and responsive  
94 bidder and the local business' bid is determined to be within five (5) percent or fifteen  
95 thousand dollars (\$15,000.00), whichever is less, of the lowest, responsible and  
96 responsive bid.
- 97 (23) In an RFP or RFQ where the anticipated total procurement value exceeds fifty  
98 thousand dollars (\$50,000.00), the city commission may assign five (5) percent of  
99 the total evaluation points or 5 out of 100 assigned evaluation points to a local  
100 business if the local business is determined to be a responsible and responsive  
101 respondent.
- 102 (34) ~~Exceptions.~~ The local business preference shall not apply for the procurement of  
103 goods and/or services if such preference is prohibited by law, contract or other  
104 regulation applicable to the city.
- 105 (45) The procurement division and city staff are strongly encouraged to utilize local  
106 businesses for purchases that are anticipated to have a total value of less than fifty  
107 thousand dollars (\$50,000.00) and for purchases made on the procurement card.  
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109 (c) *Small business preference.*

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(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) In an RFP or RFQ where the anticipated total procurement value exceeds fifty thousand dollars (\$50,000.00), the city commission may assign five (5) percent of the total evaluation points or 5 out of 100 assigned evaluation points to a small business if the small business is determined to be a responsible and responsive respondent.

(4) 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.

(45) 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.

136 (d) *Veteran business enterprise preference.*

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(1) The city may utilize the databases of the Florida Department of Management Services and similar business certification programs of other counties and municipalities within the State of Florida to acquire lists of potential veteran business enterprises, as that term is defined in section 295.187, Florida Statutes, for procurement opportunities. The city will also abide by the definitions and dollar limits established in section 295.187, Florida Statutes, to determine the qualifications of a veteran business enterprise. Businesses or firms currently certified by the Florida Department of Management Services or a similar county or municipal program will automatically be acceptable to the city as a veteran business enterprise for purposes of this subsection. Alternatively, the city may establish through its procurement policy a verification process for determining a veteran business enterprise.

(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 veteran business enterprise if the veteran business enterprise is determined to be a responsible and responsive bidder and the veteran business enterprise's 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) In an RFP or RFQ where the anticipated total procurement value exceeds fifty thousand dollars (\$50,000.00), the city commission may assign five (5) percent of the total evaluation points or 5 out of 100 assigned evaluation points to a veteran business enterprise if the veteran business enterprise is determined to be a responsible and responsive respondent.

(4) Exceptions. The veteran business enterprise 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.

163 (5) The procurement division and city staff are strongly encouraged to utilize veteran  
164 business enterprises for purchases that are anticipated to have a total value of less  
165 than fifty thousand dollars (\$50,000.00) and for purchases made on the procurement  
166 card.

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168 (e) Green initiatives preference.

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170 (1) In all procurements where the anticipated total procurement value exceeds fifty  
171 thousand dollars (\$50,000.00), the city shall develop qualifications, selection criteria  
172 and/or specifications which require and/or encourage the city's desire to contract  
173 with businesses that utilize "green initiatives". "Green initiatives" as utilized in this  
174 section include any initiative directly or indirect used by a business in providing the  
175 goods and/or services sought by the city which reduces energy consumption and  
176 greenhouse gas emissions, utilizes renewable energy sources, increases recycling  
177 opportunities and minimizes waste, avoids the use of highly toxic chemicals, and  
178 such other initiatives in the city's sole determination that provide an environmentally-  
179 conscious benefit to the city. The city may also establish through its procurement  
180 policy a standard "green initiatives" solicitation provision to be utilized in lieu of  
181 creating a specific provision for each solicitation.

182 (2) In an IFB where the anticipated total procurement value exceeds fifty thousand  
183 dollars (\$50,000.00), the city commission may give preference to a business that  
184 utilizes "green initiatives" as defined in the IFB if the business is determined to be a  
185 responsible and responsive bidder and the business' bid is determined to be within  
186 five (5) percent or fifteen thousand dollars (\$15,000.00), whichever is less, of the  
187 lowest, responsible and responsive bid.

188 (3) In an RFP or RFQ where the anticipated total procurement value exceeds fifty  
189 thousand dollars (\$50,000.00), the city commission may assign five (5) percent of  
190 the total evaluation points or 5 out of 100 assigned evaluation points to a business  
191 that utilizes "green initiatives" as defined in the RFP or RFQ if the business is  
192 determined to be a responsible and responsive respondent.

193 (4) Exceptions. The "green initiatives" preference shall not apply for the procurement of  
194 goods and/or services if such preference is prohibited by law, contract, or other  
195 regulation applicable to the city.

196 (5) The procurement division and city staff are strongly encouraged to utilize businesses  
197 that utilize "green initiatives" for purchases that are anticipated to have a total value  
198 of less than fifty thousand dollars (\$50,000.00) and for purchases made on the  
199 procurement card.

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201 (f) Order of preferences. For the purpose of determining the best value in the award of an IFB  
202 where both the local business and small business preference are applicable, the local  
203 business preference shall take precedence over the small business preference. Order and  
204 application of preferences. For all preferences set forth in this section except for the "green  
205 initiatives" preference, only one preference may be identified in a response to a city  
206 procurement. For the purpose of determining the best value in the award of an IFB where  
207 more than one (1) bidder identifies a preference set forth in this section (except for the "green  
208 initiatives" preference), the veteran business enterprise preference shall take precedence  
209 over the local business preference, and the local business preference shall take precedence  
210 over the small business preference.

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212 **Section 3:** Severability. If any section, subsection, sentence, clause, phrase or portion  
213 of this ordinance is for any reason held invalid or unconstitutional by any court of competent  
214 jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and  
215 such holding shall not affect the validity of the remaining portions thereof.

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**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:** Codification. The sections of the ordinance shall be made a part of the City Code of Ordinances and may be re-numbered or re-lettered to accomplish such, and the word "ordinance" may be changed to "section", "division", or any other appropriate word.

**Section 6:** Effective Date. This ordinance shall become effective 10 days after passage.

The passage of this ordinance on first reading was moved by Vice Mayor Robinson, seconded by Commissioner McVoy 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 19<sup>th</sup> day of October, 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 second reading on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

LAKE WORTH BEACH CITY COMMISSION

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

ATTEST:

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



# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** November 2, 2021

**DEPARTMENT:** City Manager

**TITLE:**

Resolution No. 78-2021 – supporting improvements to the Blueway Trail

**SUMMARY:**

The City desires to join its neighboring municipalities to create a regional focus on the economic opportunities of the Palm Beach County Blueway Trail.

**BACKGROUND AND JUSTIFICATION:**

In January 2009, the Treasure Coast Regional Planning Council (TCRPC) created and published The Intracoastal Waterway Plan: Charting a Course for the Future for the Palm Beach County Metropolitan Planning Organization (MPO). An updated report was published in January 2015 documenting a significant economic and recreational benefit that would arise from a connection to the Intracoastal Waterway (ICW) at the S155 Control Structure on the C51 Canal.

The resolution shows the City Commission's support of improvements to the C51 Canal to enrich the recreational uses of the ICW, C51 Canal, and the Chain of Lakes and provide for new economic opportunities and job creation.

**MOTION:**

Move to approve/disapprove Resolution No. 78-2021 – supporting improvements to the Blueway Trail.

**ATTACHMENT(S):**

Fiscal Impact Analysis – N/A  
Resolution 78-2021

RESOLUTION NO. 78-2021 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, SUPPORTING IMPROVEMENTS TO THE PALM BEACH COUNTY BLUEWAY TRAIL INCLUDING THE CONCEPTUAL DEVELOPMENT OF A BOAT LIFT, FISHING PIER, AND MULTI-MODAL PORTAGE FACILITY AT THE C-51 CANAL S155 CONTROL STRUCTURE AND SPILLWAY PARK; PROVIDING DIRECTION TO CITY STAFF; AN EFFECTIVE DATE AND FOR OTHER PURPOSES

WHEREAS, the Treasure Coast Regional Planning Council (TCRPC) created ***The Intracoastal Waterway Plan for Palm Beach County: Charting a Course for the Future*** (2009 Charrette) for the Palm Beach County Metropolitan Planning Organization (MPO) published in January 2009; and

WHEREAS, the 2009 Charrette participants identified six core public themes including increasing public access to the Intracoastal Waterway (ICW), protecting natural resources, expanding all forms of water-based transportation, and promoting sustainable economics; and

WHEREAS, the MPO requested the 2009 Charrette be updated by TCRPC and their report was published in January 2015, which documented that a connection to the ICW at the S155 Control Structure on the C-51 Canal would have significant economic and recreational benefit; and

WHEREAS, the C-51 Canal is connected to a 26-mile chain of freshwater lakes (Pine Lake, Lake Clarke, Lake Osborne, Lake Eden and Lake Ida) and navigable canals within our regional area (Chain of Lakes); and

WHEREAS, the City supports improvements to the C51 Canal that would enhance the recreational uses of the ICW, C-51 Canal, and the Chain of Lakes and provides for new economic opportunities and job creation; and

WHEREAS, a connection between the ICW and the C-51 Canal at the S155 Control Structure would likely provide for economic development, job creation, and recreational enhancement (the connection has been referred to as the "Boat Lift" and is estimated to provide significant economic benefit to the regional area); and

WHEREAS, in 2021 the State of Florida Department of Environmental Protection designated this part of the C-51 Canal as part of a blueway trail within the State Trail System with the title, "Palm Beach County Blueway Trail"; and

WHEREAS, the Boat Lift is incorporated into and part of the Palm Beach County Blueway Trail providing for environmental enhancement to the waterways, safe and

effective portage opportunities for non-motorized recreational watercraft, and small motorized boats to access the ICW; and

WHEREAS, the City recognizes a significant environmental resource in the canals and lakes that must be protected and improved; and

WHEREAS, the City also recognizes the need for citizen input on all development efforts including a connection between the ICW and the C-51 Canal at the S155 Control Structure; and

WHEREAS, in recognizing these facts, the City desires to join our regional area neighboring municipalities in their joint efforts to further study, review, and create a regional focus on the economic opportunities of the Palm Beach County Blueway Trail and its component parts with the conceptual development of the Boat Lift, fishing pier and multi-modal portage facility.

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

SECTION 1: The City Commission generally agrees that:

A. Recreational opportunities, economic development, and environmental enhancements which occur within the regional area are beneficial to the City and, therefore, are supported by the City; and,

B. Regular communications should be maintained between the regional area municipalities to ensure cooperation and support for one another in any and all efforts to advance the Palm Beach County Blueway Trail and the conceptual development of the Boat Lift and related facilities.

SECTION 2: The City Commission:

A. Agrees that this resolution may be used to market the Palm Beach County Blueway Trail and conceptual Boat Lift initiative, and to solicit funds from other sources for the conceptual development of the Boat Lift (including the fishing pier, multi-modal portage facilities and improvements to Spillway Park); and,

B. Directs staff to study, review, and cooperate with the regional area municipalities and other local and state agencies in the preparation of alternatives for the conceptual development of the Boat Lift (including the fishing pier, multi-modal portage facilities and improvements to Spillway Park), and to present those conceptual alternatives to the City Commission at the first meeting in February 2022.

SECTION 3: This resolution shall take effect immediately upon passage.

The passage of this resolution was moved by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and upon being put to a vote, the vote was as follows:

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

The Mayor thereupon declared this resolution duly passed and adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

LAKE WORTH BEACH CITY COMMISSION

By: \_\_\_\_\_  
Betty Reach, Mayor

ATTEST:

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

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** November 2, 2021

**DEPARTMENT:** Community Sustainability

**TITLE:**

Replat and re-naming of a portion of the Hammon Park Subdivision

**SUMMARY:**

The subject site is located north of 3rd Avenue North abutting Dixie on the West and North J Street on the East. The current subdivision's name is "Hammon Park." The proposed replat includes a portion of this subdivision, specifically lots 79 through 103 and tract B. The name of the area affected by the proposed replat would also be changed to "Aviara on the Ave." The property is located within the Mixed Use - Dixie Highway (MU-DIXIE) zoning district with a Future Land Use of Mixed Use East (MU-E). The subject property was required to be replatted per a condition of approval in Ordinance 2021-05 (Bella Terra Residential Planned Development) prior to Certificate of Occupancy.

**BACKGROUND AND JUSTIFICATION:**

In 2015, the subject property was approved for a Major Residential Planned Development (RPD) Amendment that renamed the project from Hammon Park to Bella Terra. Ordinance 2015-05 (Bella Terra RPD) affected the northern portion of the Hammon Park subdivision and modified both the approved floor plans and architecture while retaining the previously approved building footprints. Condition of Approval #3 in Ordinance 2015-05 stated that "prior to the issuance of a Certificate of Occupancy, the property shall be replatted to reflect the conversion from townhouse to multi-family condominium structures." In 2019, buildings permits were submitted to construct four, three-story buildings in accordance with the Major RPD Amendment. Construction of the project is near completion and the subject application to replat the property is required prior to the issuance of the Certificate of Occupancy as previously conditioned.

The procedures for platting are outlined in Land Development Regulation Section 23.5-2. The City's Site Plan Review Team (SPRT), City Attorney, and Mock Roos & Associates, Inc., engineering consultant, have reviewed the final plat for compliance with the City's LDRs and Florida Statutes. The Letter of Conformity by Mock Roos & Associates, Inc., is included as an attachment and states that the proposed replat is in conformity with the requirements of Florida Statute Section 177.081. A more detailed staff analysis is located in the attached advisory board staff report. In addition, the de-annexation agreement with the adjacent townhome homeowner's association and easement agreement also are included as attachments.

The eastern portion of the replat falls within the Northeast Lucerne Local Historic District. Therefore, the subject application was reviewed by both the Planning and Zoning Board (PZB) and the Historic Resources Preservation Board (HRPB). At the October 6, 2021 meeting, the PZB voted unanimously to recommend approval of the subject application (PZB/HRPB Project Number 20-01100001) and at the October 13, 2021 meeting, the HRPB voted unanimously to recommend approval of the subject application (PZB/HRPB Project Number 20-01100001).

**MOTION:**

Move to approve/disapprove a replat and re-naming of a portion of Hammon Park subdivision

**ATTACHMENT(S):**

Plat

Advisory Board Staff Report

Project History Documentation

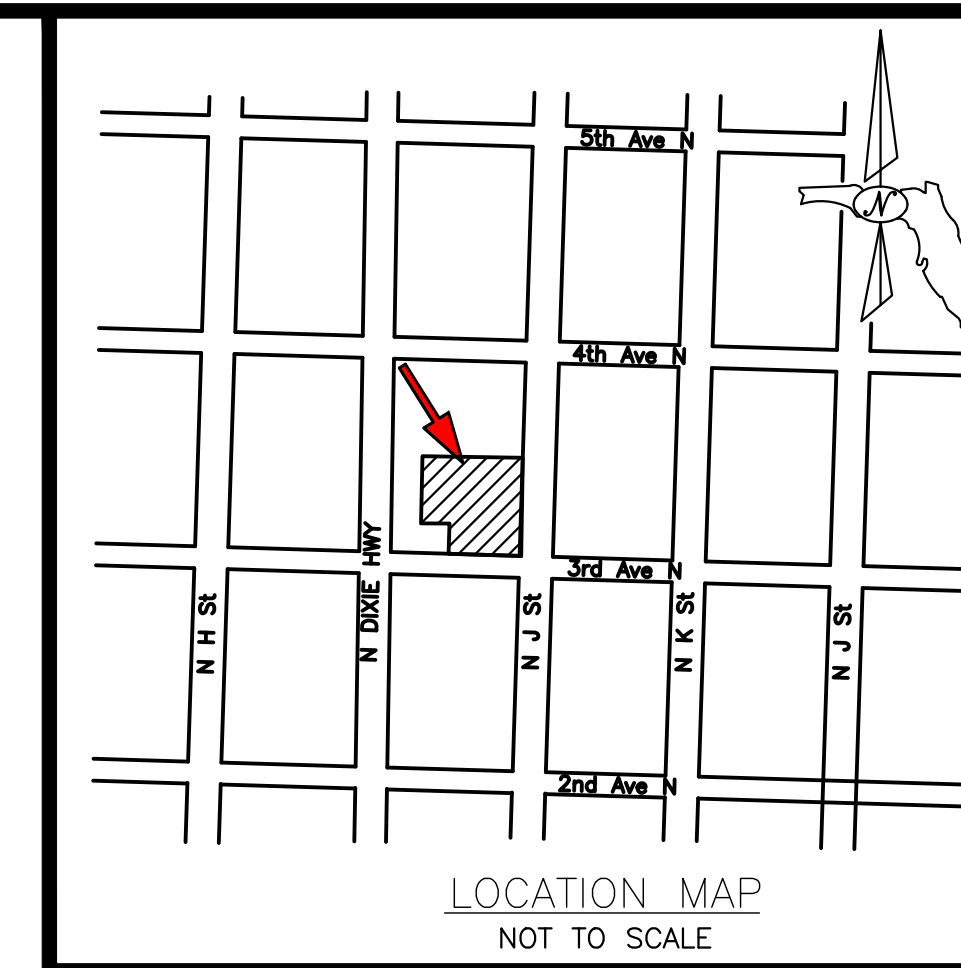
Letter of Conformity

Homeowner's Association Documentation

# AVIARA ON THE AVE

BEING A REPLAT OF LOTS 79 THROUGH 103, INCLUSIVE, AND TRACT "B", HAMMON PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 109, PAGE 126, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 22, TOWNSHIP 44 SOUTH, RANGE 43 EAST, CITY OF LAKE WORTH BEACH, PALM BEACH COUNTY, FLORIDA

SHEET 1 OF 2



STATE OF FLORIDA  
COUNTY OF PALM BEACH

THIS PLAT WAS FILED FOR RECORD AT \_\_\_\_ M. THIS \_\_\_\_ DAY OF \_\_\_\_ A.D. 202\_\_, AND DULY RECORDED IN PLAT BOOK \_\_\_\_ ON PAGES \_\_\_\_ AND \_\_\_\_

JOSEPH ABRUZZO,  
CLERK OF THE CIRCUIT COURT & COMPTROLLER

BY: \_\_\_\_\_  
DEPUTY CLERK

### DEDICATION AND RESERVATION

STATE OF FLORIDA  
COUNTY OF PALM BEACH

KNOW ALL MEN BY THESE PRESENTS THAT HAMMON PARK ON THE AVE, LLC, A FLORIDA LIMITED LIABILITY COMPANY, OWNER OF THE LAND SHOWN HEREON AS AVIARA ON THE AVE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A REPLAT OF LOTS 79 THROUGH 103, INCLUSIVE, AND TRACT "B", HAMMON PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 109, PAGE 126, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 22, TOWNSHIP 44 SOUTH, RANGE 43 EAST, CITY OF LAKE WORTH BEACH, PALM BEACH COUNTY, FLORIDA.

HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON AND DO HEREBY DEDICATE AS FOLLOWS:

#### 1. TRACT A:

TRACT A, AS SHOWN HEREON, IS HEREBY RESERVED FOR HAMMON PARK ON THE AVE, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS, FOR PURPOSES CONSISTENT WITH THE ZONING REGULATIONS OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AND IS THE PERPETUAL MAINTENANCE OBLIGATION OF SAID HAMMON PARK ON THE AVE, LLC, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF LAKE WORTH BEACH, FLORIDA.

#### 2. UTILITY EASEMENTS (U.E.):

THE UTILITY EASEMENTS AS SHOWN HEREON, ARE NONEXCLUSIVE EASEMENTS AND ARE HEREBY DEDICATED IN PERPETUITY TO THE PUBLIC FOR THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR, EXPANSION AND REPLACEMENT OF UTILITIES, BOTH PUBLIC AND PRIVATE, INCLUDING, BUT NOT LIMITED TO, POTABLE WATER PIPELINES, RAW WATER PIPELINES, WASTEWATER PIPELINES, RECLAIMED WATER PIPELINES, WASTEWATER PIPELINES, RECLAIMED WATER PIPELINES, ELECTRIC POWER LINES, TELECOMMUNICATIONS LINES, CABLE TELEVISION LINES, GAS LINES, AND RELATED APPURTENANCES. THE INSTALLATION OF CABLE TELEVISION SYSTEMS SHALL NOT INTERFERE WITH THE CONSTRUCTION AND MAINTENANCE OF OTHER UTILITIES. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.

#### 3. ACCESS EASEMENTS (A.E.)

THE ACCESS EASEMENTS AS SHOWN HEREON, ARE HEREBY RESERVED FOR HAMMON PARK ON THE AVE, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS, FOR INGRESS, EGRESS, UTILITIES, DRAINAGE, AND OTHER PURPOSES NOT INCONSISTENT WITH THIS RESERVATION, AND ARE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID HAMMON PARK ON THE AVE, LLC, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF LAKE WORTH BEACH, FLORIDA.

FURTHER, HAMMON PARK HOMEOWNER'S ASSOCIATION, ITS MEMBERS, THEIR GUESTS, VENDORS, AND INVITEES, INCLUSIVE OF LOTS 73 THROUGH 78, AND 104 THROUGH 110, OF THE PLAT OF HAMMON PARK, SHALL HAVE NONEXCLUSIVE EASEMENTS FOR USE CONSISTENT WITH THE STATED RESERVATIONS FOR UTILITY EASEMENT AND ACCESS EASEMENTS SHOWN HEREON, WITHOUT RECOURSE TO THE CITY OF LAKE WORTH BEACH, FLORIDA AS RECORDED IN THE OFFICIAL RECORDS.

#### 4. SIDEWALK EASEMENT (S.E.)

THE SIDEWALK EASEMENT AS SHOWN HEREON, IS HEREBY DEDICATED TO THE CITY OF LAKE WORTH BEACH, FOR PUBLIC PEDESTRIAN ACCESS PURPOSES AND SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF HAMMON PARK ON THE AVE, LLC, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF LAKE WORTH BEACH, FLORIDA.

#### NOTICE:

THE DEDICATIONS AND RESERVATIONS SHOWN HEREON ARE SUBJECT TO AN EASEMENT AGREEMENT BETWEEN HAMMON PARK ON THE AVE, LLC, AND HAMMON PARK HOMEOWNER'S ASSOCIATION, INC., RECORDED IN OFFICIAL RECORDS BOOK 32672, PAGE 59 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

IN WITNESS WHEREOF, THE ABOVE-NAMED COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS PRESIDENT, AND ITS CORPORATE SEAL TO BE AFFIXED HERETO BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021.

WITNESS: \_\_\_\_\_  
(PRINT NAME)

HAMMON PARK ON THE AVE, LLC  
A FLORIDA LIMITED LIABILITY COMPANY

BY: \_\_\_\_\_  
MAHER HANNA, MANAGER

WITNESS: \_\_\_\_\_  
(PRINT NAME)

### ACKNOWLEDGEMENT

STATE OF FLORIDA  
COUNTY OF PALM BEACH

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF \_\_\_\_ PHYSICAL PRESENCE OR ONLINE NOTARIZATION, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021, BY MAHER HANNA, AS MANAGER FOR HAMMON PARK ON THE AVE, LLC, ON BEHALF OF THE CORPORATION, WHO IS \_\_\_\_ PERSONALLY KNOWN TO ME OR HAS PRODUCED \_\_\_\_ AS IDENTIFICATION.

MY COMMISSION EXPIRES: \_\_\_\_\_

\_\_\_\_\_(SIGNATURE)  
\_\_\_\_\_(PRINT NAME)  
NOTARY PUBLIC

(SEAL)

### TITLE CERTIFICATION

STATE OF FLORIDA  
COUNTY OF PALM BEACH

WE, \_\_\_\_\_, A TITLE INSURANCE COMPANY, AS DULY AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA, DO HEREBY CERTIFY THAT WE HAVE EXAMINED THE TITLE TO THE HEREON DESCRIBED PROPERTY; THAT WE FIND THE TITLE TO THE PROPERTY IS VESTED IN HAMMON PARK ON THE AVE, LLC, A FLORIDA LIMITED LIABILITY COMPANY; THAT THE CURRENT TAXES HAVE BEEN PAID; THAT THERE ARE NO MORTGAGES OF RECORD; AND THAT THERE ARE ENCUMBRANCES OF RECORD BUT THOSE ENCUMBRANCES DO NOT PROHIBIT THE CREATION OF THE SUBDIVISION DEPICTED BY THIS PLAT.

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
(PRINT NAME & TITLE OF OFFICER)

### REVIEWING SURVEYOR & MAPPER'S CERTIFICATE

THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO CHAPTER 177.081, FLORIDA STATUTES. THIS REVIEW DOES NOT INCLUDE THE VERIFICATION OF GEOMETRIC DATA OR FIELD VERIFICATION OF THE PERMANENT REFERENCES MONUMENTS AT LOT CORNERS.

DAVID A. BOWER, PSM  
STATE OF FLORIDA REGISTRATION NO. LS 5888

DATE

### SURVEYOR & MAPPER'S CERTIFICATE

THIS IS TO CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PERMANENT REFERENCE MONUMENTS ("P.R.M.S") ACCORDING TO SEC. 177.091(7), FLORIDA STATUTES, HAVE BEEN PLACED AS REQUIRED BY LAW; AND FURTHER, THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS AMENDED, AND THE ORDINANCES OF THE CITY OF LAKE WORTH BEACH, FLORIDA.

JOHN E. PHILLIPS, III, P.S.M.  
LICENSE NO. 4826  
STATE OF FLORIDA

DATE

### CITY APPROVAL CITY OF LAKE WORTH BEACH, FLORIDA, A MUNICIPAL CORPORATION

STATE OF FLORIDA  
COUNTY OF PALM BEACH

THIS PLAT AS SHOWN HEREON HAS BEEN APPROVED FOR RECORD THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021.

BY: \_\_\_\_\_  
BETTY RESCH, MAYOR

BY: \_\_\_\_\_  
JUAN RUIZ, INTERIM CITY MANAGER

BY: \_\_\_\_\_  
GREG RICE, PLANNING ZONING  
BOARD CHAIRMAN

BY: \_\_\_\_\_  
MELISSA COYNE, INTERIM CITY CLERK

BY: \_\_\_\_\_  
WILLIAM FELDKAMP, HISTORIC RESOURCES  
PRESERVATION BOARD CHAIRMAN

BY: \_\_\_\_\_  
BRIAN SHIELDS, P.E.  
CITY ENGINEER

### SURVEYOR & MAPPER'S NOTES:

- BEARINGS ARE BASED ON S90°00'00"W (ASSUMED) ALONG THE NORTH RIGHT-OF-WAY OF 3rd AVENUE NORTH, PER THE PLAT HAMMON PARK, RECORDED IN PLAT BOOK 109, PAGE 126, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
- AREA = 37,415 SQUARE FEET (0.859 ACRES), MORE OR LESS.
- NO BUILDINGS OR ANY KIND OF CONSTRUCTION OR TREES OR SHRUBS SHALL BE PLACED ON ANY EASEMENT WITHOUT THE PRIOR WRITTEN APPROVAL OF ALL EASEMENT BENEFICIARIES AND ALL APPLICABLE CITY APPROVALS OR PERMITS AS REQUIRED FOR SUCH ENCROACHMENTS.
- IN THOSE CASES WHERE EASEMENTS OF DIFFERENT TYPES CROSS OR OTHERWISE COINCIDE, DRAINAGE EASEMENTS SHALL HAVE FIRST PRIORITY, UTILITY EASEMENTS SHALL HAVE SECOND PRIORITY, ACCESS EASEMENTS SHALL HAVE THIRD PRIORITY, AND ALL OTHER EASEMENTS SHALL BE SUBORDINATE TO THESE WITH THEIR PRIORITIES DETERMINED BY USE OF RIGHTS GRANTED.
- ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- ALL SURVEY UNITS ARE U.S. FEET AND ARE ON THE HORIZONTAL PLANE.
- NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

### LEGEND:

**ABBREVIATIONS:**  
ORB - OFFICIAL RECORD BOOK  
D.B. - DEED BOOK  
P.B. - PLAT BOOK  
NO. - NUMBER  
PG. - PAGE  
R/W - RIGHT-OF-WAY  
SEC. - SECTION  
C - CENTERLINE  
NAD - NORTH AMERICAN DATUM  
FND - FOUND

LB - LICENSED BUSINESS  
(P) - PLAT DIMENSION  
22/44/43 - SECTION 22, TOWNSHIP 44 SOUTH,  
RANGE 43 EAST  
U.E. - UTILITY EASEMENT  
A.E. - ACCESS EASEMENT  
D.E. - DRAINAGE EASEMENT  
S.E. - SIDEWALK EASEMENT  
P.S.M. - PROFESSIONAL SURVEYOR & MAPPER  
MND - MAG NAIL & DISK, STAMPED AS NOTED

### SYMBOLS:

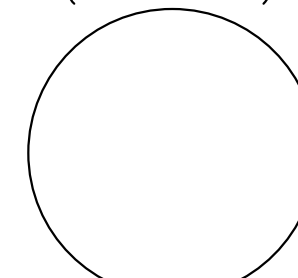
- PERMANENT REFERENCE MONUMENT (P.R.M.), SET 4"x4" CONCRETE MONUMENT WITH DISK STAMPED "LB6473", UNLESS NOTED OTHERWISE
- MONUMENT, SET 1/2" IRON ROD WITH "BROWN & PHILLIPS" CAP

PREPARING SURVEYOR & MAPPER'S STATEMENT  
THIS INSTRUMENT WAS PREPARED BY  
JOHN E. PHILLIPS III, P.S.M. 4826

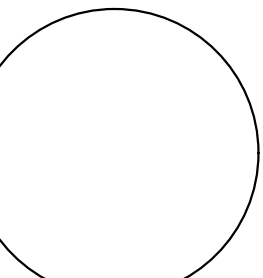
**BROWN & PHILLIPS, INC.**

CERTIFICATE OF AUTHORIZATION # LB 6473  
1860 OLD OKEECHOBEE RD., SUITE 509  
WEST PALM BEACH, FLORIDA 33409  
561-615-3988, 615-3986 FAX

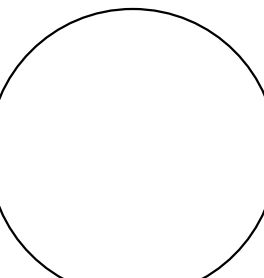
HAMMON PARK  
ON THE AVE, LLC  
SEAL  
(IF AVAILABLE)



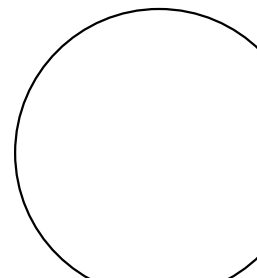
REVIEWING  
SURVEYOR'S  
SEAL



SURVEYOR'S  
SEAL



CITY OF LAKE  
WORTH BEACH  
SEAL



**LEGEND:**

**ABBREVIATIONS:**

ORB - OFFICIAL RECORD BOOK	LB - LICENSED BUSINESS
D.B. - DEED BOOK	(P) - PLAT DIMENSION
P.B. - PLAT BOOK	22/44/43 - SECTION 22, TOWNSHIP 44 SOUTH,
NO. - NUMBER	RANGE 43 EAST
PG. - PAGE	U.E. - UTILITY EASEMENT
R/W - RIGHT-OF-WAY	A.E. - ACCESS EASEMENT
SEC. - SECTION	D.E. - DRAINAGE EASEMENT
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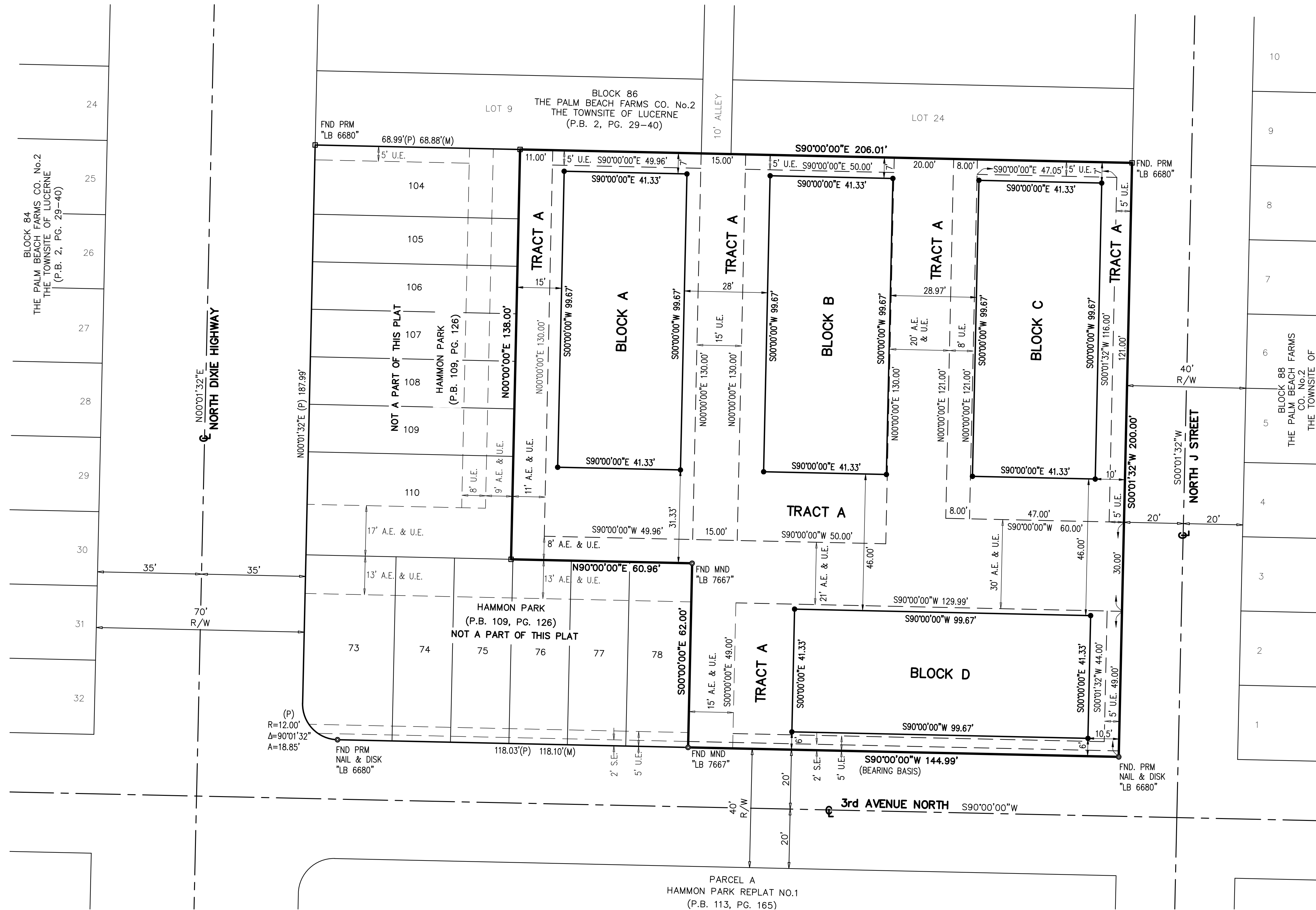
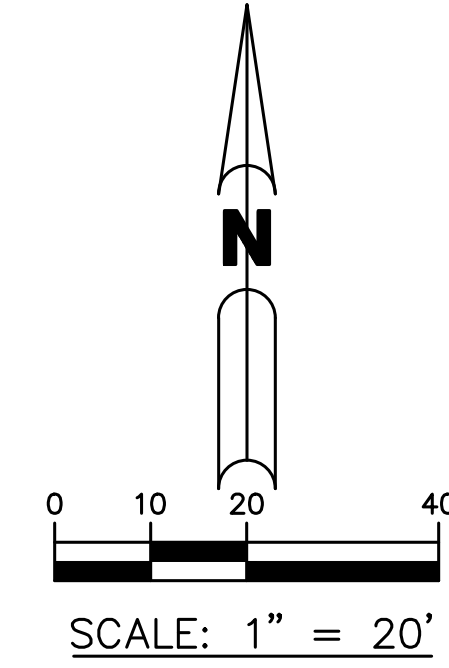
**SYMBOLS:**

- PERMANENT REFERENCE MONUMENT (P.R.M.), SET 4"x4" CONCRETE MONUMENT WITH DISK STAMPED "LB6473", UNLESS NOTED OTHERWISE
- MONUMENT, SET 1/2" IRON ROD WITH "BROWN & PHILLIPS" CAP

# AVIARA ON THE AVE

BEING A REPLAT OF LOTS 79 THROUGH 103, INCLUSIVE, AND TRACT "B", HAMMON PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 109, PAGE 126, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 22, TOWNSHIP 44 SOUTH, RANGE 43 EAST, CITY OF LAKE WORTH BEACH, PALM BEACH COUNTY, FLORIDA

SHEET 2 OF 2



D:\JPB\Projects\2020\Projects\2020-001-Aviara\2020-001-Aviara.dwg, 8/11/2021, 3:40:10 PM, AutoCAD 2017 (General Documentation).plg

PREPARING SURVEYOR & MAPPER'S STATEMENT

THIS INSTRUMENT WAS PREPARED BY  
JOHN E. PHILLIPS III, P.S.M. 4826

**BROWN & PHILLIPS, INC.**

CERTIFICATE OF AUTHORIZATION # LB 6473  
1860 OLD OKEECHOBEE RD., SUITE 509  
WEST PALM BEACH, FLORIDA 33409  
561-615-3988, 615-3986 FAX





**MEMORANDUM DATE:** September 30, 2021 PZB | October 6, 2021 HRPB

**AGENDA DATE:** October 6, 2021 PZB | October 13, 2021 HRPB

**TO:** Planning and Zoning Board  
Historic Resources Preservation Board

**RE:** **307 North J Street – Aviara on the Ave**

**FROM:** Erin F. Sita, AICP, Assistant Director  
Debora Slaski, Principal Planner  
Abraham Fogel, Preservation Planner  
Department for Community Sustainability

**PZB/HRPB Project Number 20-01100001:** A request by MAG Real Estate & Development, Inc. on behalf of Hammon Park on the Ave, LLC, for consideration of a replat to subdivide a portion of ‘Hammon Park’ to the development known as ‘Aviara on the Ave’, which is the subject property. The property is located within the Northeast Lucerne Local Historic District and is located within the Mixed Use - Dixie Highway (MU-DIXIE) zoning district with a Future Land Use of Mixed Use East (MU-E).

**Owner:** Hammon Park on the Ave, LLC  
933 South Congress Avenue  
Delray Beach, FL 33445

**Applicant:** MAG Real Estate & Development, Inc.  
933 South Congress Avenue  
Delray Beach, FL 33445

**PCNs:** 38434422410000790; 38434422410000800; 38434422410000810; 38434422410000820;  
38434422410000830; 38434422410000840; 38434422410000850; 38434422410000860;  
38434422410000870; 38434422410000880; 38434422410000890; 38434422410000900;  
38434422410000910; 38434422410000920; 38434422410000930; 38434422410000940;  
38434422410000950; 38434422410000960; 38434422410000970; 38434422410000980;  
38434422410000990; 38434422410001000; 38434422410001010; 38434422410001020;  
38434422410001030; and 38434422410020000.

**PROJECT HISTORY:**

- The subject property received the original approval for the project known as Hammon Park in 2004 via Ordinance No. 2004-50, which amended the Future Land Use designation of the property from General Commercial to High Density Residential. A concurrent rezoning petition was approved by Ordinance No 2004-51 that rezoned the property from High Intensity Commercial to Medium Density Multiple Family Residential, 30 units to the acre. Subsequently, infrastructure was added to the site, construction commenced on the northern parcel, and two (2) residential buildings were completed.

- In 2008, the City Commission adopted Ordinance No. 2008-01 approving the rezoning of the parcel to a Residential Planned Development (RPD) District. The RPD included a mixed-use development, allowing both residential and commercial uses. The RPD contained a total of 130 residential units and 4,544 square feet of commercial space.
- In 2009, Ordinance 2009-28 was approved to allow a major amendment to the Hammon Park RPD, facilitating the development of Publix Supermarket on the southern parcel.
- In 2010, modifications were made to the Master Development Plan, which included the elimination of the external catwalks and a provision for enclosed garages. The modifications were approved by the City Commission via Ordinance No. 2010-18.
- In 2015, the applicant received approval for a Major RPD Amendment and to rename the project from Hammon Park to Bella Terra via Ordinance 2015-05. The modifications affected the northern portion of the RPD. The applicant proposed to replace the approved building floor plans and upgrade the building architecture. The revised floor plans retained the previously approved building footprint. Overall, the proposed changes were minor in nature and preserved the intent of the previously approved site plan.
  - In Ordinance 2015-05, Condition of Approval #3 indicates “Prior to the issuance of a Certificate of Occupancy, the property shall be replatted to reflect the conversion from townhouse to multi-family condominium structures.”
- In 2019, buildings permits were submitted to construct four, three-story buildings with nine units in accordance with the Major RPD Amendment.

#### Current Request

- In 2020, the applicant submitted a replat request to satisfy Condition of Approval #3 in Ordinance 2015-05.
  - The application was determined insufficient on August 6, 2020.
  - On December 8, 2020, additional documentation was provided and review of the request initiated.
  - After several rounds of review by the City’s Site Plan Review Team (SPRT), City Attorney, and Mock Roos & Associates, Inc., engineering consultant, the final plat was submitted on August 13, 2021.
  - On August 24, 2021, Mock Roos & Associates, Inc. issued a Letter of Conformity indicating the plat had addressed all review comments and was in compliance with Florida Statute 177.81.
  - Subsequently, the replatting request was scheduled for the next available advisory board City Commission meetings.
- In 2021, construction of the four buildings was completed and a temporary Certificate of Occupancy was granted by the City. The Certificate of Occupancy will only be granted once the replatting of the subject property is completed.

The files associated with the project history are included as **Attachment A**.

#### **PROJECT DESCRIPTION:**

The applicant, MAG Real Estate & Development, Inc., is requesting approval of the following:

1. Approval of a Final Replat;
2. Authorization for the Planning and Zoning Board and Historic Resources Preservation Board Chairman to execute the Replat; and
3. A recommendation to the City Commission to approve the Final Replat.

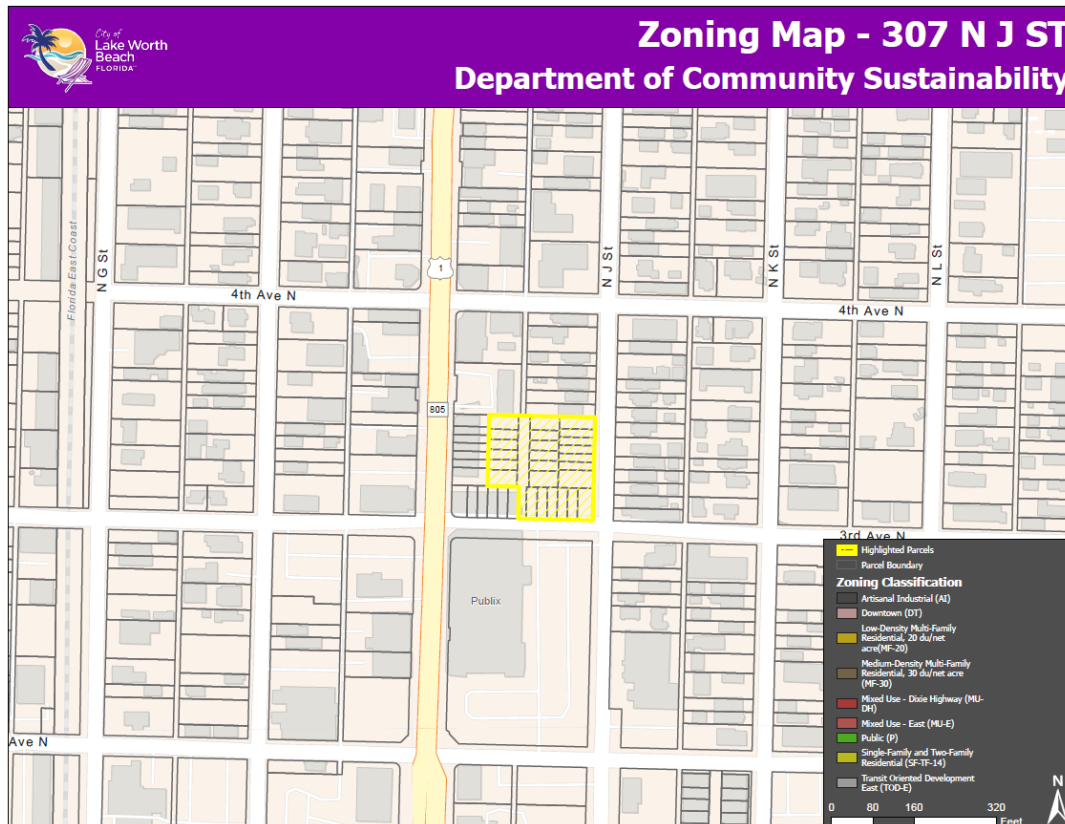
The subject site is located north of 3<sup>rd</sup> Avenue North abutting Dixie on the West and North J Street on the East. The current subdivision name is “Hammon Park”, but the proposed replat impacts Lots 79 through 103 and Tract B, proposing the new name “Aviara on the Ave”.

**STAFF RECOMMENDATION:**

Staff recommends that the Planning and Zoning Board (PZB) and the Historic Resources Preservation Board (HRPB) forward a recommendation of approval to the City Commission concerning for the proposed Replat.

**PROPERTY DESCRIPTION:**

Owner	Hammon Park on the Ave, LLC
Applicant	MAG Real Estate & Development, Inc.
General Location	North of 3 <sup>rd</sup> Avenue North abutting Dixie on the West and North J Street on the East
Zoning	Mixed Use - Dixie Highway (MU-DIXIE)
Existing Land Use	Multi-Family Residential
Future Land Use Designation	Mixed Use East (MU-E)



**ZONING ANALYSIS:**

As outlined in the project history, in 2015, the property received approval for a Major RPD Amendment via Ordinance 2015-05. The modifications affected the northern portion of the RPD, where the building floor plans were modified and the building architecture was upgraded. In Ordinance 2015-05, Condition of Approval #3 indicates “Prior to the issuance of a Certificate of Occupancy, the property shall be replatted to reflect the conversion from townhouse to multi-family condominium structures.” The subject replatting request will satisfy Condition of Approval #3 once it is approved by the City Commission. The final plat is included as **Attachment B**.

The comprehensive site plan review that addressed subdivision provisions related to drainage, water, sewage, design standards, easements, and required improvements took place in the approval of Ordinance 2015-05. Therefore, the existing configuration of the site is vested and the subject replatting application is required due to the change from townhouse to multi-family condominium or apartment structures and to satisfy to condition of approval listed in the ordinance.

**ADVISORY BOARD AUTHORITY:**

Pursuant to LDR Section 23.5-2(g)(6):

*Review board recommendation. The review board shall determine whether a tentative plat is in conformity with the provisions and requirements of these regulations and other applicable requirements of the ordinances of the city. It shall make such investigations and recommendations as may be deemed necessary to insure such conformity and to cause the tentative plat to be consistent with the city's comprehensive plan. The board shall recommend approval, approval with conditions, or disapproval of the tentative plat. The board's recommendation shall be forwarded to the city commission, signed by the chairman of the board, and filed with the city clerk. Upon recommending approval, approval with conditions, or disapproval, such action shall be endorsed on the face of each copy of the tentative plat by the secretary of the board. The city commission shall either approve, approve with modifications or conditions, or disapprove the tentative subdivision plat, or may refer the plat to any board or officer of the city for further consideration, after considering the recommendation of review board and all aspects of the plat necessary to meet the intent and requirements of this section and the comprehensive plan.*

**Staff Analysis:** The eastern portion of the site falls within the Northeast Lucerne Local Historic District. Therefore, review by both the Planning and Zoning Board (PZB) and the Historic Resources Preservation Board (HRPB) is required.

The procedures for platting are outlined in Land Development Regulation Section 23.5-2. The City's Site Plan Review Team (SPRT), City Attorney, and Mock Roos & Associates, Inc., engineering consultant, have reviewed the final plat for compliance with the City's LDRs and Florida Statutes.

The Letter of Conformity by Mock Roos & Associates, Inc., is included as **Attachment C**.

In addition, the de-annexation agreement with the townhomes and easement agreement are included as **Attachment D**.

**PUBLIC COMMENT:**

At the time of publication of the agenda, staff has received no public comment.

**CONCLUSION:**

The proposed plat will satisfy Condition of Approval #3 in Ordinance 2015-05. Furthermore, the plat complies with the City's Land Development Regulations and Florida Statutes. Staff recommends that the Planning and Zoning Board (PZB) and the Historic Resources Preservation Board (HRPB) forward a recommendation of approval to the City Commission for the proposal.

**POTENTIAL MOTION:**

I MOVE TO **RECOMMEND APPROVAL** OF PZB/HRPB PROJECT NUMBER 20-01100001 for a replat of a portion of Hammon Park to Aviara on the Ave. The proposal meets the applicable criteria based on the data and analysis in the staff report.

I MOVE TO **RECOMMEND DENIAL** OF PZB/HRPB PROJECT NUMBER 20-01100001 for a replat of a portion of Hammon Park to Aviara on the Ave. The project does not meet the applicable criteria for the following reasons [Board member please state reasons.]

**ATTACHMENTS**

- A. Project History Documentation
- B. Plat
- C. Letter of Conformity
- D. Homeowner's Association Documentation

# Hammon Park Plat

20070129999

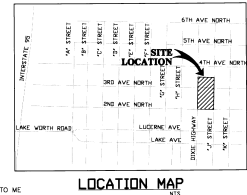
126

This is not a contract

## HAMMON PARK

BEING A REPLAT OF A PORTION OF BLOCKS 52 AND 86 OF THE PALM BEACH FARMS COMPANY PLAT NO. 2, TOWNSHIP OF LUCERNE, AS RECORDED IN PLAT BOOK 2, PAGES 29 THROUGH 40, INCLUSIVE, SECTION 21, TOWNSHIP 44 SOUTH, RANGE 43 EAST, CITY OF LAKE WORTH, PALM BEACH COUNTY, FLORIDA.

DECEMBER 2006 SHEET 1 OF 2



STATE OF FLORIDA  
COUNTY OF PALM BEACH  
This plat was filed for record on 12-22-07 at 10:00 AM, and duly recorded in Plat Book 126, Page 126, through 126.

SHARON R. BOOK  
Deputy Registrar

DEDICATION AND RESERVATION

BY AND FOR THESE PRESENTS THAT NEW URBAN / RFC LAKE WORTH, L.L.C., A FLORIDA LIMITED LIABILITY COMPANY, LICENSED TO DO BUSINESS IN THE STATE OF FLORIDA, OWNER OF THE LAND SHOWN HEREON AS HAMMON PARK, BEING A REPLAT OF A PORTION OF BLOCKS 52 AND 86 OF THE PALM BEACH FARMS COMPANY PLAT NO. 2, TOWNSHIP OF LUCERNE, AS RECORDED IN PLAT BOOK 2, PAGES 29 THROUGH 40, INCLUSIVE, SECTION 21, TOWNSHIP 44 SOUTH, RANGE 43 EAST, CITY OF LAKE WORTH, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCELS 1, LOTS 1 THROUGH 12, LESS THE WEST 5.00 FEET OF LOTS 1 THROUGH 8 AND 10 THROUGH 12 AND LESS THE WEST 8.00 FEET OF LOT 9, BLOCK 52 OF THE PALM BEACH FARMS CO. PLAT NO. 2, THE TOWNSHIP OF LUCERNE (N.K.A. LAKE WORTH) ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 29 THROUGH 40, PALM BEACH COUNTY, FLORIDA, PUBLIC RECORDS (PER D.B.R. 2308 PAGE 158) (C.O.B. # 2005, PAGES 1500)

PARCELS 2, LOTS 13 THROUGH 16, LESS THE WEST 5.00 FEET OF SAID LOTS OVER D.B.R. 2289 PAGE 1518), BLOCK 52 OF THE PALM BEACH FARMS CO. PLAT NO. 2, THE TOWNSHIP OF LUCERNE (N.K.A. LAKE WORTH) ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 29 THROUGH 40, PALM BEACH COUNTY, FLORIDA, PUBLIC RECORDS

PARCELS 3, LOTS 17 THROUGH 25, AND THE NORTH 10.00 FEET OF LOT 26, BLOCK 52, OF THE PALM BEACH FARMS CO. PLAT NO. 2, THE TOWNSHIP OF LUCERNE (N.K.A. LAKE WORTH) ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 29 THROUGH 40, PALM BEACH COUNTY, FLORIDA, PUBLIC RECORDS

PARCEL 4, THE SOUTH 15.00 FEET OF LOTS 26 AND ALL OF LOTS 27 THROUGH 29, BLOCK 52, OF THE PALM BEACH FARMS CO. PLAT NO. 2, THE TOWNSHIP OF LUCERNE (N.K.A. LAKE WORTH) ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 29 THROUGH 40, PALM BEACH COUNTY, FLORIDA, PUBLIC RECORDS

PARCELS 5, LOTS 1, 2, AND 3 IN BLOCK 86, OF THE PALM BEACH FARMS CO. PLAT NO. 2, THE TOWNSHIP OF LUCERNE (N.K.A. LAKE WORTH) ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 29 THROUGH 40, PALM BEACH COUNTY, FLORIDA, PUBLIC RECORDS

LESS THE FOLLOWING DESCRIBED PARCELS, AS CONVEYED TO THE STATE OF FLORIDA FOR USE AND BENEFIT OF THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (F.O.D.T.), AS SET FORTH IN THAT CERTAIN DEED RECORDED IN OFFICIAL RECORDS BOOK (O.R.B.) 2387, PAGE 929, PALM BEACH COUNTY, FLORIDA, PUBLIC RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 5.00 FEET OF LOTS 1, 2, AND 3 IN BLOCK 86, OF THE PALM BEACH FARMS CO. PLAT NO. 2, THE TOWNSHIP OF LUCERNE (N.K.A. LAKE WORTH) ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 29 THROUGH 40, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, IN SECTION 22, TOWNSHIP 44 SOUTH, RANGE 43 EAST (22/44/43), AND THAT PART OF SAID LOT 1 WHICH IS INCLUDED IN THE AREA BEING FORMED BY A 12.00 FOOT RADIUS ARC CONCENTRICALLY WITH SAID LOT 1 TANGENT TO THE SOUTH LINE OF SAID LOT 1, (PER D.B.R. 2281, PAGE 929)

PARCEL 6, LOTS 4 THROUGH 6, LESS THE WEST 5.00 FEET THEREOF (PER D.B.R. 2312, PAGE 1332), BLOCK 86, OF THE PALM BEACH FARMS CO. PLAT NO. 2, THE TOWNSHIP OF LUCERNE (N.K.A. LAKE WORTH) ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 29 THROUGH 40, PALM BEACH COUNTY, FLORIDA, PUBLIC RECORDS

PARCEL 7, LOTS 23 THROUGH 26, BLOCK 86, OF THE PALM BEACH FARMS CO. PLAT NO. 2, THE TOWNSHIP OF LUCERNE (N.K.A. LAKE WORTH) ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 29 THROUGH 40, PALM BEACH COUNTY, FLORIDA, PUBLIC RECORDS

PARCEL 8, LOT 26, BLOCK 86, OF THE PALM BEACH FARMS CO. PLAT NO. 2, THE TOWNSHIP OF LUCERNE (N.K.A. LAKE WORTH) ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 29 THROUGH 40, PALM BEACH COUNTY, FLORIDA, PUBLIC RECORDS

PARCEL 9, LOTS 30 THROUGH 32, BLOCK 86, OF THE PALM BEACH FARMS CO. PLAT NO. 2, THE TOWNSHIP OF LUCERNE (N.K.A. LAKE WORTH) ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 29 THROUGH 40, PALM BEACH COUNTY, FLORIDA, PUBLIC RECORDS

PARCEL 10, LOTS 30 AND 31, BLOCK 86, OF THE PALM BEACH FARMS CO. PLAT NO. 2, THE TOWNSHIP OF LUCERNE (N.K.A. LAKE WORTH) ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 29 THROUGH 40, PALM BEACH COUNTY, FLORIDA, PUBLIC RECORDS

PARCEL 11, LOT 32, BLOCK 86, OF THE PALM BEACH FARMS CO. PLAT NO. 2, THE TOWNSHIP OF LUCERNE (N.K.A. LAKE WORTH) ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 29 THROUGH 40, PALM BEACH COUNTY, FLORIDA, PUBLIC RECORDS

PARCEL 12, LOTS 1 THROUGH 16 AND LOTS 17 THROUGH 31, BLOCK 52, OF THE LUCERNE TOWNSHIP, NOW KNOWN AS LAKE WORTH, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, AS RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, IN PLAT BOOK 2, PAGES 29 THROUGH 40

AND

THAT CERTAIN 100' FOOT WIDE STRIP NORTH OF 3RD AVENUE NORTH BETWEEN LOTS 1 THROUGH 8 AND LOTS 29 THROUGH 32, BLOCK 86, OF THE LUCERNE TOWNSHIP, NOW KNOWN AS LAKE WORTH, ACCORDING TO THE PALM BEACH FARMS COMPANY PLAT NO. 2, AS RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, IN PLAT BOOK 2, PAGES 29 THROUGH 40, INCLUSIVE, PALM BEACH COUNTY, FLORIDA, PUBLIC RECORDS

AS VACATED BY RESOLUTION NO. 73-2004 OF THE CITY OF LAKE WORTH, FLORIDA, RECORDED IN OFFICIAL RECORDS BOOK 1802, PAGE 319, AND CLARIFIED BY LETTER FROM LARRY A. FARNS, CITY OF LAKE WORTH ATTORNEY, DATED SEPTEMBER 28, 2005.

LESS AND EXCEPT THE EAST 5.00 FOOT STRIP OF THE ABOVE ALLEY LYING ADJACENT TO LOT 32, BLOCK 52, THE PALM BEACH FARMS CO. PLAT NO. 2, THE TOWNSHIP OF LUCERNE (N.K.A. LAKE WORTH), ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGES 29 THROUGH 40, INCLUSIVE, PALM BEACH COUNTY, FLORIDA, PUBLIC RECORDS.

CONTAINING: 164,801.66 SQUARE FEET OR 3.79 ACRES, MORE OR LESS.

HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON AND DO HEREBY DEDICATE AS FOLLOWS:

TRACT "A" AND TRACT "B", AS SHOWN HEREON, ARE HEREBY DEDICATED TO HAMMON PARK HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS, FOR RECREATIONAL, ACCESS, UTILITY AND DRAINAGE PURPOSES AND ROOF AND BALCONY DRAINAGES AND ARE, WITHOUT RECURSE TO THE CITY OF LAKE WORTH.

THE UTILITY EASEMENTS, AS SHOWN HEREON, ARE HEREBY DEDICATED IN PERPETUITY FOR THE ACCESS, CONSTRUCTION, OPERATION AND MAINTENANCE OF UTILITY FACILITIES INCLUDING CABLE TELEVISION, THE INSTALLATION OF CABLE TELEVISION SYSTEMS SHALL NOT INTERFERE WITH THE CONSTRUCTION AND MAINTENANCE OF OTHER FACILITIES.

THE ACCESS AND UTILITY EASEMENTS, AS SHOWN HEREON, ARE HEREBY DEDICATED TO HAMMON PARK HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS, AS A DRIVEWAY, AND PARKING TRACT SERVING ADJUTING LOTS FOR INGRESS, EGRESS, UTILITIES, DRAINAGE, AND OTHER PURPOSES NOT INCONSISTENT WITH THIS RESERVATION, AND ARE, THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION, ITS SUCCESSORS AND ASSIGNS WITHOUT RECURSE TO THE CITY OF LAKE WORTH.

THE SIDEWALK EASEMENTS, AS SHOWN HEREON, ARE HEREBY DEDICATED TO THE CITY OF LAKE WORTH FOR PUBLIC PEDESTRIAN ACCESS PURPOSES AND SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF THE HAMMON PARK HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS, WITHOUT RECURSE TO THE CITY OF LAKE WORTH.

THE CITY OF LAKE WORTH SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION TO MAINTAIN ANY PORTION OF THE DRAINAGE SYSTEM SHOWN BY THIS PLAT, INCLUDING THE RIGHT TO UTILIZE FOR PUBLIC PURPOSES ANY AND ALL DRAINAGE, HEADS, HEADS UP PUBLIC AND PARKING ACCESS TRACTS ASSOCIATED WITH SUCH DRAINAGE SYSTEM, SHOULD THE CITY DEEM IT NECESSARY TO MAINTAIN ANY PORTION OF THE DRAINAGE SYSTEM SHOWN BY THIS PLAT, FOR PUBLIC PURPOSES, THE TOWN MAY REQUIRE THE PROPERTY OWNERS, SUCCESSORS AND ASSIGNS TO PAY ALL OR PART OF THE MAINTENANCE COSTS.

THE CITY OF LAKE WORTH SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION TO MAINTAIN ANY PORTION OF THE SIDEWALK EASEMENT SHOWN BY THIS PLAT, INCLUDING THE RIGHT TO UTILIZE FOR PUBLIC PURPOSES SHOULD THE TOWN DEEM IT NECESSARY TO MAINTAIN ANY PORTION OF THE SIDEWALK EASEMENT SHOWN BY THIS PLAT FOR PUBLIC PURPOSES, THE TOWN MAY REQUIRE THE PROPERTY OWNER, SUCCESSORS AND ASSIGNS TO PAY ALL OR PART OF THE MAINTENANCE COSTS.

ALL PREVIOUS PLATS OF THESE LANDS SHOWN HEREON ARE CANCELED AND SUPERSEDED.

IN WITNESS WHEREOF, THE ABOVE NAMED LIMITED LIABILITY COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS MANAGER, NEW URBAN COMMUNITIES CORPORATION, A FLORIDA CORPORATION, AND ITS CORPORATE SEAL TO BE AFFIXED HERETO BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS: THIS 20 DAY OF February, 2007.

NEW URBAN / RFC LAKE WORTH, L.L.C.  
BY: Kevin E. Rickard  
NEW URBAN COMMUNITIES CORPORATION, ITS MANAGER

ATTEST: Timothy Hernandez BY: Kevin E. Rickard  
PRIVATE NAME AND TITLE KEVIN E. RICKARD, PRESIDENT

ACKNOWLEDGMENT

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME PERSONALLY APPEARED Kevin Rickard, WHO IS PERSONALLY KNOWN TO ME AND WHO EXECUTED THE FOREGOING INSTRUMENT AS PRESIDENT OF NEW URBAN COMMUNITIES CORPORATION, AS MANAGER OF NEW URBAN / RFC LAKE WORTH, L.L.C., AND SEVERALLY ACKNOWLEDGED TO AND BEFORE ME THAT HE EXECUTED SUCH INSTRUMENT AS SUCH OFFICER OF SAID COMPANY, AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION AND THAT IT WAS AFFIXED TO SAID INSTRUMENT BY DUE AND REGULAR AUTHORITY, AND THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS 20 DAY OF February, 2007.

MY COMMISSION EXPIRES: 6/16/09 Sandra A Longo  
NOTARY PUBLIC  
PRINT NAME: Sandra A Longo

DD44195  
COMMISSION NUMBER

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME PERSONALLY APPEARED KEVIN E. RICKARD, WHO IS PERSONALLY KNOWN TO ME AND WHO EXECUTED THE FOREGOING INSTRUMENT AS PRESIDENT OF NEW URBAN COMMUNITIES CORPORATION, AS MANAGER OF NEW URBAN / RFC LAKE WORTH, L.L.C., AND SEVERALLY ACKNOWLEDGED TO AND BEFORE ME THAT HE EXECUTED SUCH INSTRUMENT AS SUCH OFFICER OF SAID COMPANY, AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION AND THAT IT WAS AFFIXED TO SAID INSTRUMENT BY DUE AND REGULAR AUTHORITY, AND THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID CORPORATION.

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WITNESS MY HAND AND OFFICIAL SEAL THIS 20 DAY OF February, 2007.

MY COMMISSION EXPIRES: 6/16/09 Sandra A Longo  
NOTARY PUBLIC  
PRINT NAME: Sandra A Longo

DD44195  
COMMISSION NUMBER

ACKNOWLEDGMENT

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME PERSONALLY APPEARED Kevin Rickard, WHO IS PERSONALLY KNOWN TO ME AND WHO EXECUTED THE FOREGOING INSTRUMENT AS PRESIDENT OF HAMMON PARK HOMEOWNERS ASSOCIATION, INC., AND SEVERALLY ACKNOWLEDGED TO AND BEFORE ME THAT HE EXECUTED SUCH INSTRUMENT AS SUCH OFFICER OF SAID CORPORATION, AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION AND THAT IT WAS AFFIXED TO SAID INSTRUMENT BY DUE AND REGULAR AUTHORITY, AND THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS 20 DAY OF February, 2007.

MY COMMISSION EXPIRES: 6/16/09 Sandra A Longo  
NOTARY PUBLIC  
PRINT NAME: Sandra A Longo

DD44195  
COMMISSION NUMBER

MORTGAGEE'S CONSENT

STATE OF FLORIDA  
COUNTY OF PALM BEACH

THE UNDERSIGNED HEREBY CERTIFIES THAT IT IS THE HOLDER OF A MORTGAGE, UPON THE PROPERTY DESCRIBED HEREON AND DOES HEREBY CONSENT TO THE DEDICATION OF THE LAND DESCRIBED IN SAID DEDICATION BY THE OWNER THEREOF AND AGREES THAT ITS MORTGAGE WHICH IS RECORDED IN OFFICIAL RECORD BOOK 1802, PAGE 022 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SHALL BE SUBORDINATED TO THE DEDICATION SHOWN HEREON.

IN WITNESS WHEREOF, THE SAID ENTITY HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS SA PRESIDENT AND ITS SEAL TO BE AFFIXED HERETO BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS THIS 20 DAY OF February, 2007.

CITY NATIONAL BANK OF FLORIDA  
A NATIONAL BANKING ASSOCIATION

WITNESS: Doris Goodman BY: Shirley A. Thompson  
SECRETARY PRESIDENT  
PRINT NAME: Doris Goodman PRINT NAME: Shirley A. Thompson

WITNESS: Kevin E. Rickard  
PRINT NAME: Kevin E. Rickard

ACKNOWLEDGMENT

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME PERSONALLY APPEARED Kevin E. Rickard, WHO IS PERSONALLY KNOWN TO ME, AND WHO EXECUTED THE FOREGOING INSTRUMENT AS SA PRESIDENT OF CITY NATIONAL BANK OF FLORIDA, A NATIONAL BANKING ASSOCIATION, AND THAT SEVERALLY ACKNOWLEDGED TO AND BEFORE ME THAT HE EXECUTED SUCH INSTRUMENT AS SUCH OFFICER OF SAID ENTITY, AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE SEAL OF SAID ENTITY AND THAT IT WAS AFFIXED TO SAID INSTRUMENT BY DUE AND REGULAR AUTHORITY, AND THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID ENTITY.

WITNESS MY HAND AND OFFICIAL SEAL THIS 20 DAY OF February, 2007.

MY COMMISSION EXPIRES: 1/16/10 Doris Goodman  
NOTARY PUBLIC  
PRINT NAME: Doris Goodman

DD461895  
COMMISSION NUMBER

ACKNOWLEDGMENT

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME PERSONALLY APPEARED Kevin E. Rickard, WHO IS PERSONALLY KNOWN TO ME AND WHO EXECUTED THE FOREGOING INSTRUMENT AS PRESIDENT OF NEW URBAN COMMUNITIES CORPORATION, AS MANAGER OF NEW URBAN / RFC LAKE WORTH, L.L.C., AND SEVERALLY ACKNOWLEDGED TO AND BEFORE ME THAT HE EXECUTED SUCH INSTRUMENT AS SUCH OFFICER OF SAID COMPANY, AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION AND THAT IT WAS AFFIXED TO SAID INSTRUMENT BY DUE AND REGULAR AUTHORITY, AND THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS 20 DAY OF February, 2007.

MY COMMISSION EXPIRES: 6/16/09 Sandra A Longo  
NOTARY PUBLIC  
PRINT NAME: Sandra A Longo

DD44195  
COMMISSION NUMBER

CITY APPROVAL AND ACCEPTANCE OF DEDICATIONS

CITY OF LAKE WORTH, FLORIDA, A MUNICIPAL CORPORATION

THIS PLAT WAS REVIEWED FOR RECORD ON THE 16 DAY OF March, 2007

BY: Mark J. Lopez, MAYOR BY: Shirley A. Thompson, PRESIDENT  
MAYOR CITY CLERK

BY: Shirley A. Thompson, PRESIDENT  
CITY PLANNING BOARD CHAIRMAN

BY: William D. O'Connor, PSM  
FAMILIA A LOPEZ CITY CLERK

THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO CHAPTER 177.081, FLORIDA STATUTES. THIS REVIEW DOES NOT INCLUDE THE VERIFICATION OF GEOMETRIC DATA OR FIELD VERIFICATION OF THE PERMANENT REFERENCE MONUMENTS AND MONUMENTS AT LOT CORNERS.

DATE: Feb. 23, 2007 William D. O'Connor  
NAME: MARY HANNA CLOFFELTER, P.S.M.  
PROFESSIONAL SURVEYOR & MAPPER  
FLORIDA CERTIFICATION NO. 12680

TITLE CERTIFICATION

STATE OF FLORIDA  
COUNTY OF PALM BEACH

WE, LAWYERS TITLE INSURANCE COMPANY, A TITLE INSURANCE COMPANY, AS DULY LICENSED IN THE STATE OF FLORIDA, DO HEREBY CERTIFY THAT WE HAVE EXAMINED THE TITLE TO THE HEREON DESCRIBED PROPERTY, THAT WE FIND THE TITLE TO THE PROPERTY IS VESTED IN NEW URBAN / RFC LAKE WORTH, L.L.C., A FLORIDA LIMITED LIABILITY COMPANY, THE CURRENT TAXES HAVE BEEN PAID, THAT ALL MORTGAGES NOT SATISFIED OR RELEASED OF RECORD NOR OTHERWISE TERMINATED BY LAW ARE SHOWN HEREON, AND THAT THERE ARE ENCUMBRANCES OF RECORD BUT THOSE ENCUMBRANCES DO NOT PROHIBIT THE CREATION OF THE SUBDIVISION DEPICTED BY THIS PLAT.

LAWYERS TITLE INSURANCE COMPANY  
A FLORIDA CORPORATION  
OFFICE OF TITLE INSURANCE COMPANY

DATE: 2-22-07 BY: Robert S. Sieholtz  
VICE PRESIDENT

PRAT NAME: Robert S. Sieholtz  
VICE PRESIDENT

SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT SAID SURVEY IS ACCORDANT TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PERMANENT REFERENCE MONUMENTS (P.R.M.'S) HAVE BEEN PLACED AS REQUIRED BY LAW, AND THAT MONUMENTS ACCORDING TO SEC. 177.081(1), F.S., WILL BE SET UNDER THE GUARANTEE POSTED WITH THE CITY OF LAKE WORTH FOR THE REQUIRED IMPROVEMENTS, AND FURTHER, THAT THE SURVEY DATA COMPLES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS AMENDED, AND THE ORDINANCES OF THE CITY OF LAKE WORTH.

William D. O'Connor  
WILLIAM D. O'CONNOR  
LICENSE NO. 4683  
STATE OF FLORIDA  
MILLER LEGG & ASSOCIATES, INC.  
2005 WEST PARKWAY, SUITE 100  
WEST PALM BEACH, FLORIDA 33411-2719  
CERTIFICATE OF AUTHORIZATION NO. 6880

SURVEYOR'S NOTES:

1. ALL BEARING SHOWN HEREON ARE RELATIVE TO THE NORTH RIGHT-OF-WAY LINE OF 13TH AVENUE ADJACENT TO BLOCK 86 AS SHOWN ON PALM BEACH FARMS COMPANY PLAT NO. 2, TOWNSHIP OF LUCERNE, N.K.A. LAKE WORTH, HAVING AN ASSIGNED BEARING OF SOUTH 89°00'00" WEST.
2. THE BUILDING SETBACK LINES SHALL BE AS REQUIRED BY THE CITY OF LAKE WORTH.
3. NO BUILDINGS OR ANY KIND OF CONSTRUCTION OR TREES OR SHRUBS SHALL BE PLACED ON ANY EASEMENT WITHOUT THE PRIOR WRITTEN APPROVAL OF ALL EASEMENT BENEFICIARIES AND ALL CITY APPROVALS OR PERMITS AS REQUIRED FOR SUCH ENCROACHMENTS.
4. ALL PREVIOUS PLATS OF THESE LANDS SHOWN HEREON ARE CANCELED AND SUPERSEDED.
5. EXISTING ALLEYS HAVE BEEN ANNOTATED PER RESOLUTION NO. 73-2004 OF THE CITY OF LAKE WORTH, FLORIDA, AS RECORDED IN OFFICIAL RECORD BOOK 1802 AT PAGE 319, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND CLARIFIED BY LETTER FROM LARRY A. FARNS, CITY OF LAKE WORTH ATTORNEY, DATED SEPTEMBER 28, 2005.
6. PERMANENT REFERENCE MONUMENTS ARE SHOWN THIS IS LB 8680 (UNLESS OTHERWISE NOTED) WITH KEYED AND SHOWN THEREON THIS D.

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEFINITION OF THE SUBDIVIDED LANDS DESCRIBED HEREON AND WILL IN NO CIRCUMSTANCES BE SUPERSEDED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF PALM BEACH COUNTY.

THIS INSTRUMENT WAS PREPARED BY WILLIAM D. O'CONNOR, PSM, IN THE OFFICES OF MILLER LEGG & ASSOCIATES, INC.



MILLER LEGG  
Palm Beach Office 2020 West Parkway, Suite 100  
West Palm Beach, Florida 33411-2719  
904-833-7600 Fax: 904-833-7601  
www.millerlegg.com  
Certificate of Authorization: 12680

This is not a certified copy

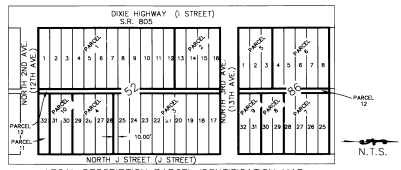
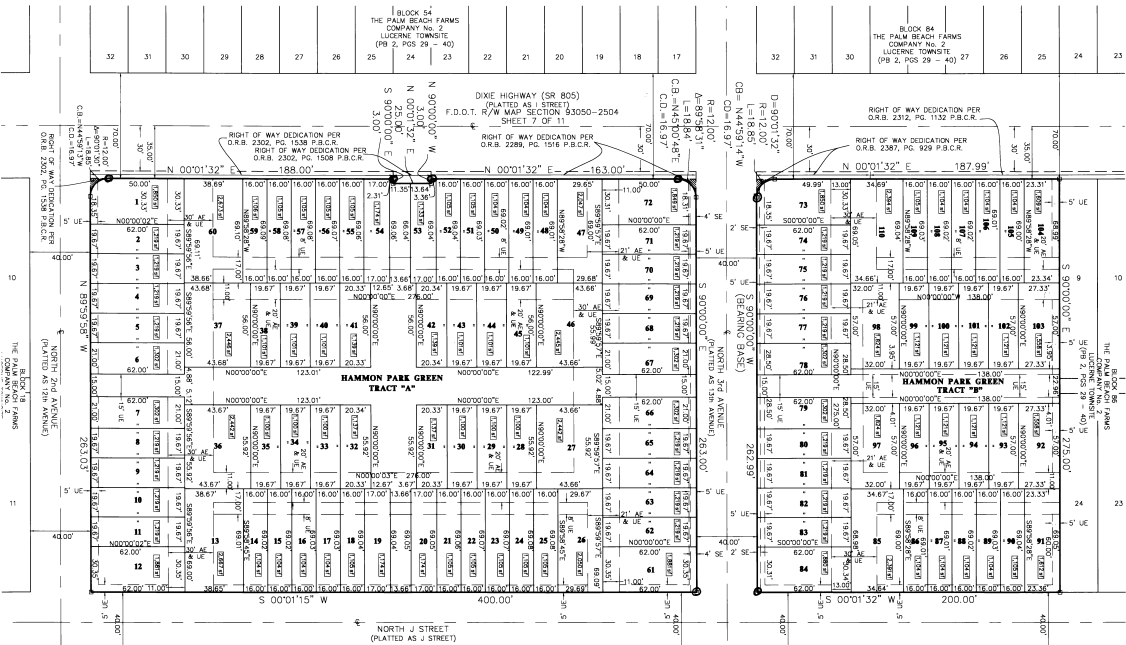
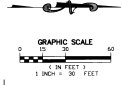
127

### HAMMON PARK

BEING A REPLAT OF A PORTION OF BLOCKS 52 AND 86 OF THE PALM BEACH FARMS COMPANY PLAT NO. 2, TOWNSITE OF LUCERNE, AS RECORDED IN PLAT BOOK 2, PAGES 29 THROUGH 40, INCLUSIVE, SECTION 21, TOWNSHIP 44 SOUTH, RANGE 43 EAST, CITY OF LAKE WORTH, PALM BEACH COUNTY, FLORIDA.

DECEMBER 2006

SHEET 2 OF 2



LEGAL DESCRIPTION PARCEL IDENTIFICATION MAP  
PALM BEACH FARMS COMPANY PLAT NO. 2, TOWNSITE OF LUCERNE

LEGEND:  
PB = PLAT BOOK  
PG(S) = PAGE(S)  
□ = SET PERMANENT REFERENCE MONUMENT LB 6680 (UNLESS OTHERWISE NOTED)  
E = EASEMENT  
AE & UE = ACCESS EASEMENT & UTILITY EASEMENT  
U = UTILITY EASEMENT  
⊗ = SET NAIL & DISK L.B. 6480

**MILLER LEGG**  
Palm Beach Office: 2005 Vista Parkway - Suite 100  
West Palm Beach, Florida 33411-5718  
904-899-1138 Fax: 904-899-8138  
www.millerlegg.com  
Certificate of Authorization: 058860

# Ordinance No. 2015-05

2015-05

ORDINANCE NO. 2015-05 OF THE CITY OF LAKE WORTH, FLORIDA, APPROVING AN AMENDMENT TO A RESIDENTIAL PLANNED DEVELOPMENT TO BE KNOWN AS BELLA TERRA DESCRIBED IN EXHIBIT A; PROVIDING FOR DEVELOPMENT STANDARDS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, pursuant to the authority in Chapter 163 and Chapter 166, Florida Statutes, and the City of Lake Worth's Land Development Regulations, the City is authorized and empowered to consider petitions relating to zoning and land development orders; and

WHEREAS, the property owner of the property described in Exhibit A (the Property) has petitioned the City to amend the Hammon Park Residential Planned Development (RPD) previously approved by ordinance 2008-01 and as amended by ordinances 2009-28 and 2010-18; and

WHEREAS, the proposed amendments to the RPD would allow for revised development to add 36 dwelling units to the existing units to be known as Bella Terra (the Project); and

WHEREAS, on June 3, 2015, the City's Planning and Zoning Board (P&Z Board) considered the amendments to the RPD and recommended that the City Commission approve the amendments including the amendments to the development standards and conditions as shown in Exhibit B attached hereto; and

WHEREAS, the P&Z Board also approved the corresponding site plan for the Project subject to conditions of approval; and

WHEREAS, on June 10, 2015, the City's Historic Resources Planning Board (HRPB) considered the amendments to the RPD and recommended that the City Commission approve the amendments including the amendments to the development standards and conditions as shown in Exhibit B attached hereto; and

WHEREAS, the HRPB also approved the corresponding site plan and a certificate of approval for the Project, both subject to conditions of approval; and

WHEREAS, the approvals of the P&Z Board and the HRPB are contingent upon the approval by the City Commission of the amendments to the RPD; and

WHEREAS, the City Commission of the City of Lake Worth, Florida, has considered all of the testimony and evidence and has determined that the amendments to the RPD including the development regulations and conditions meets the Land Development Regulations and is in the best interests of the City.



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

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

Section 2. The Amended Residential Planned Development for the Project to be known as "Bella Terra" located at northeastern intersection of North Dixie Highway and 3<sup>rd</sup> Avenue North, and consisting of approximately 3.78 acres, within the Mixed Use – Dixie Highway (MU-DH) Zoning District, as described in Exhibit A is hereby approved. This approval includes and is based up compliance with the development standards attached as part of Exhibit B.

Section 3. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. 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 5 Effective Date. This ordinance shall take effect ten (10) days after adoption.

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

Mayor Pam Triolo	ABSENT
Vice Mayor Scott Maxwell	AYE
Commissioner Christopher McVoy	AYE
Commissioner Andy Amoroso	AYE
Commissioner Ryan Maier	AYE

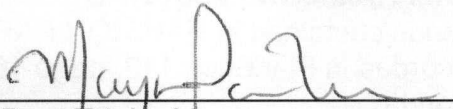
The Mayor thereupon declared this Ordinance duly passed on first reading on the 14<sup>th</sup> day of July, 2015

The passage of this Ordinance on second reading was moved by Vice Mayor Maxwell, seconded by Commissioner Amoroso, and upon being put to a vote, the vote was as follows:

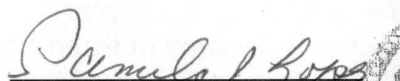
Mayor Pam Triolo	AYE
Vice Mayor Scott Maxwell	AYE
Commissioner Christopher McVoy	NAY
Commissioner Andy Amoroso	AYE
Commissioner Ryan Maier	AYE

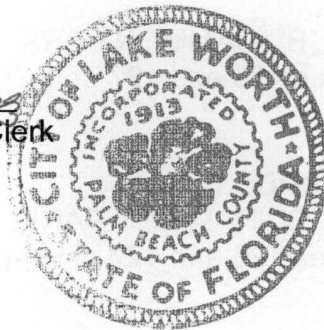
The Mayor thereupon declared this Ordinance duly passed and enacted on the 4<sup>th</sup> day of August, 2015.

LAKE WORTH CITY COMMISSION

By:   
Pam Triolo, Mayor

ATTEST:

  
Pamela J. Lopez, City Clerk



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**As to overall HAMMON PARK RPD**

All those lands contained in HAMMON PARK REPLAT No. 1, according to the plat thereof, recorded in Plat Book 113, page 165, of the public records of Palm Beach County, Florida.

Together with:

Lots 73 through 110 inclusive and Tract "B", HAMMON PARK, according to the plat thereof, recorded in Plat Book 109, Pages 126 and 127 of the public records of Palm Beach County, Florida.

**As to areas affected by the amended RPD:**

Lots 79 through 103 inclusive and Tract "B", HAMMON PARK, according to the plat thereof, recorded in Plat Book 109, Pages 126 and 127 of the public records of Palm Beach County, Florida.

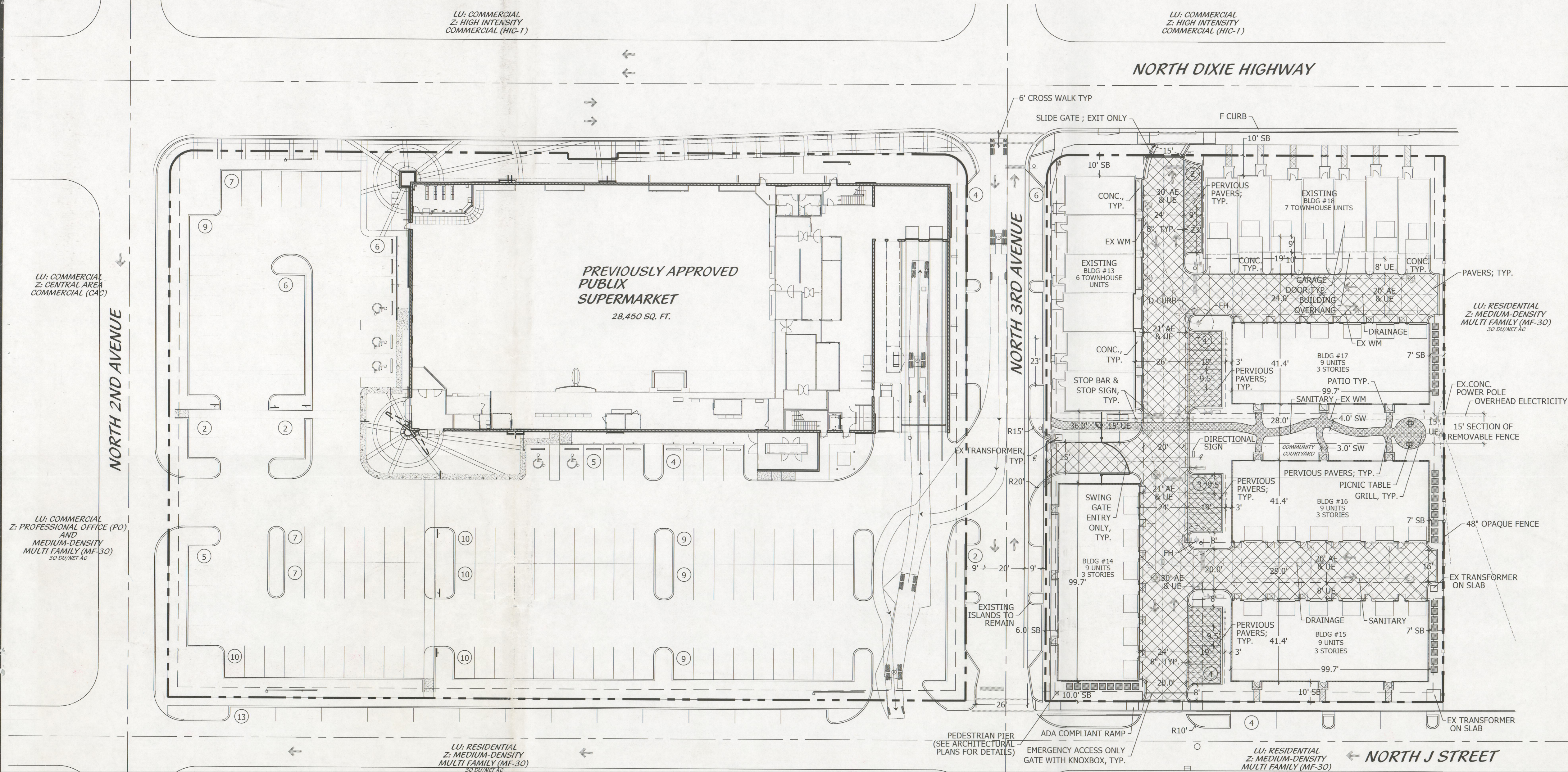
**EXHIBIT "B"**

**Conditions of Approval**

The following conditions are attached to this approval, and are binding solely on the residential development within the RPD, located north of North 3<sup>rd</sup> Avenue:

1. The Core Area Parking ratio of 1.75 parking spaces per unit will apply to all units except those one (1) Bedroom units which may be calculated as 1.5 parking spaces per unit. Thirty-nine (39) on-street parking spaces shall be allowed to be counted toward the parking requirements.
2. Maximum permitted impermeable surface on the north side of North 3<sup>rd</sup> Avenue shall be 78.5 percent.
3. Prior to the issuance of a Certificate of Occupancy, the property shall be replatted to reflect the conversion from townhouse to multi-family condominium structures.
4. Any deviations from the above mentioned conditions must be approved by the City of Lake Worth.

# Building Permit Plans



## SITE DATA

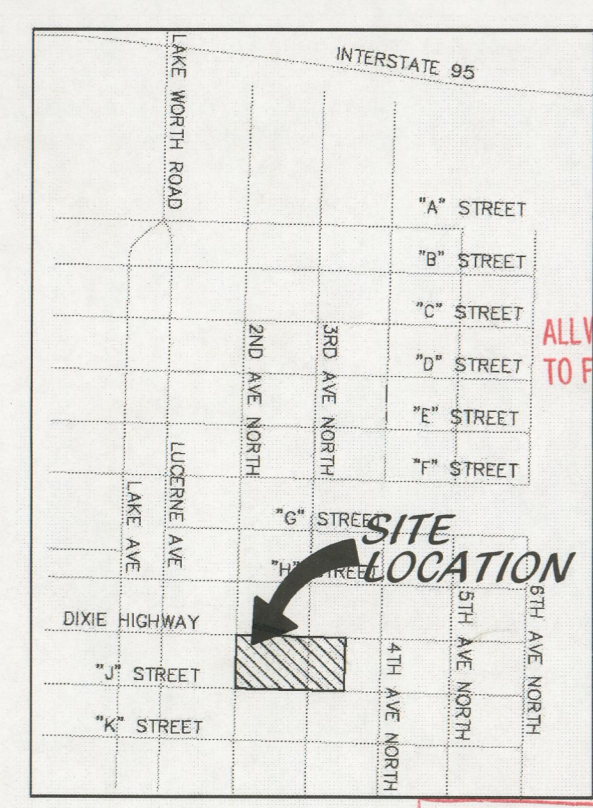
PROPOSED LAND USE	MULTI-FAMILY RESIDENTIAL & COMMERCIAL		
PROPOSED ZONING	MF-30 WITH PLANNED DEVELOPMENT DISTRICT OVERLAY		
TOTAL SITE AREA	3.78 AC		
<b>DEVELOPMENT STANDARDS</b>			
MIN LOT AREA	APPROVED 1,050	PROV 1,100 SF	
MIN LOT WIDTH	16	16 FT.	
MAX BUILDING HEIGHT	35	35 FT.	
MIN BLDG SEPARATION	20	28 FT.	
<b>SETBACKS</b>			
FRONT MIN	5	6 FT.	
FRONT MAX	15	10 FT.	
SIDE	7	7 FT.	
REAR	10	10 FT.	
<b>BUILDING DATA</b>			
RETAIL	28,450 SF		
COMMERCIAL	28,450 SF		
RESIDENTIAL		7 UNITS	
EXISTING TOWNHOMES - 16'		6 UNITS	
EXISTING TOWNHOMES - 20'		36 UNITS	
<b>TOTAL</b>		<b>49 UNITS</b>	
DENSITY	12.96 DU/AC		
<b>FAR</b>			
COMMERCIAL FAR	0.17		
RESIDENTIAL FAR	0.46		
GROSS FAR	0.63		
<b>LAND USE</b>			
NORTH PARCEL- RESIDENTIAL	SF	AC	%
BUILDING LOT COVERAGE	25,068	0.58	45.60%
VEHICULAR PAVERS	15,254	0.37	29.57%
<b>SUBTOTAL IMPERVIOUS AREA</b>	<b>41,322</b>	<b>0.95</b>	<b>75.17%</b>
GREEN SPACE	10,492	0.24	19.09%
<b>SUBTOTAL PERVIOUS AREA</b>	<b>10,492</b>	<b>0.24</b>	<b>19.09%</b>
PERVIOUS VEHICULAR PAVERS	2,198	0.05	4.00%
PERVIOUS PEDESTRIAN PAVERS	957	0.02	1.74%
<b>SUBTOTAL SEMI-PERVIOUS AREA</b>	<b>3,155</b>	<b>0.07</b>	<b>5.74%</b>
<b>TOTAL NORTH PARCEL SITE AREA</b>	<b>54,969</b>	<b>1.26</b>	<b>100.00%</b>
<b>SOUTH PARCEL- COMMERCIAL</b>			
BUILDING LOT COVERAGE	30,262	0.69	27.54%
PAVEMENT / SIDEWALKS	66,068	1.52	60.13%
<b>SUBTOTAL IMPERVIOUS AREA</b>	<b>96,330</b>	<b>2.21</b>	<b>87.68%</b>
GREEN SPACE	13,541	0.31	12.32%
<b>SUBTOTAL PERVIOUS AREA</b>	<b>13,541</b>	<b>0.31</b>	<b>12.32%</b>
<b>TOTAL SOUTH PARCEL SITE AREA</b>	<b>109,871</b>	<b>2.52</b>	<b>100.00%</b>
<b>IMPERVIOUS SURFACE TOTALS</b>			
NORTH PARCEL ONLY PER ORD. 2010-18	MAX REQ 45.097	PROV 42.900	SF 78.04%
IMPERV. + PERVIOUS PAVERS CALC. AT 50%	82.04%		

## PARKING CALCULATIONS

	BR	UNITS/SF	REQUIRED SPACES PER UNIT OR SF	SPACES
<b>REQUIRED PARKING</b>				
EXISTING 20' TOWNHOME	2	6	1.75	10.50
EXISTING 16' TOWNHOME	2	7	1.75	12.25
CONDOS 1 BR	12	1.50	18.00	
CONDOS 2 BR	2	24	1.75	42.00
RETAIL		28,450	0.0020	56.90
<b>TOTAL REQUIRED</b>				<b>140</b>
<b>PROVIDED PARKING (2)</b>				
EXISTING 20' TOWNHOME	12			
EXISTING 16' TOWNHOME	7			
CONDOS 1 BR			13	29
CONDOS 2 BR	24			
RETAIL			127	
<b>TOTALS</b>	<b>43</b>	<b>7</b>	<b>140</b>	<b>29</b>
<b>TOTAL PROVIDED</b>				<b>219</b>
<b>SURPLUS PARKING (1)</b>				<b>79</b>

ASSUMPTIONS:  
 (1) ON-STREET PARKING SPACES COUNT TOWARD REQUIREMENT  
 (2) USE OF CORE PARKING STANDARDS FOR ENTIRE SITE (1.75 FOR RESIDENTIAL)

## LOCATION MAP

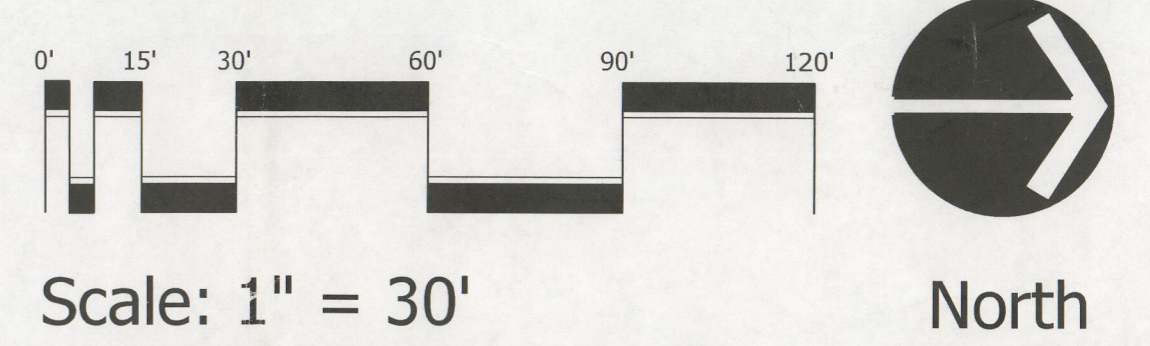


ALL WORK PER CITY CODES SUBJECT TO FIELD INSPECTOR'S APPROVAL

City of Lake Worth  
 Building Division  
 JAN 26 2017

City of Lake Worth  
 Community Sustainability  
 16--1878  
 Official Permit Record

## Site Plan



## NOTE

NUMERICAL ADDRESSING TO BE ORIENTED TO NORTH J STREET PER PBCFR

## LEGEND

- AE ACCESS EASEMENT
- MIN MINIMUM
- FH FIRE HYDRANT
- OH OVERHANG
- R RADIUS
- SB SETBACK
- SW SIDEWALK
- TYP TYPICAL
- UE UTILITY EASEMENT
- WM WATER MAIN

## PROJECT TEAM

**APPLICANT:**  
 HAMMON PARK PARTNERS, LLC  
 110 E ATLANTIC AVE., SUITE 400-B  
 DELRAY BEACH, FL 33444  
 561.504.6360  
 CONTACT: TROY WHITE

**ARCHITECT:**  
 ARCHITECTURAL STUDIO, INC.  
 300 AVENUE OF THE CHAMPIONS, SUITE 300  
 PALM BEACH GARDENS, FL 33418  
 561.202.6990  
 CONTACT: SCOTT DISHER

**LANDSCAPE ARCHITECT/PLANNER:**  
 COTLEUR & HEARING, INC  
 1934 COMMERCE LANE, SUITE 1  
 JUPITER, FL 33458  
 561.747.6336  
 CONTACT: DONALDSON HEARING/ BRETT LEONE

**CIVIL ENGINEERS:**  
 CONSULTING CIVIL ENGINEER  
 1030 US HIGHWAY 1, SUITE 312  
 NORTH PALM BEACH, FL 33408  
 561.379.2879  
 CONTACT: PETER AQUART

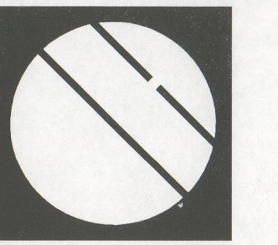
**SURVEYOR:**  
 RICHARD H. SMITH  
 9211 CITRUS ISLE LANE  
 LAKE WORTH, FL 33467  
 561.536.8191  
 CONTACT: RICHARD SMITH

CITY OF LAKE WORTH  
 Reviewed for Code Compliance  
 Division Approved By Date  
 Zoning *Curt Thompson* 1/26/17  
 Historic *Amel Denny* 1/26/17  
 SEE COMMENTS AND CONDITIONS OF APPROVAL ON PERMIT CARD.

**Cotleur Hearing**  
 Landscape Architecture  
 Planning  
 Environmental Consulting  
 Graphic Design  
 1934 Commerce Lane  
 Suite 1  
 Jupiter, Florida 33458  
 561-747-6336 Fax-747-1377

**Hammon Park**  
 Hammon Park Partners, LLC  
 Lake Worth, Florida

DESIGNED	NP
DRAWN	NP
APPROVED	DEH
JOB NUMBER	15-0103
DATE	03-10-15
REVISIONS	04-16-15



Cotleur Hearing

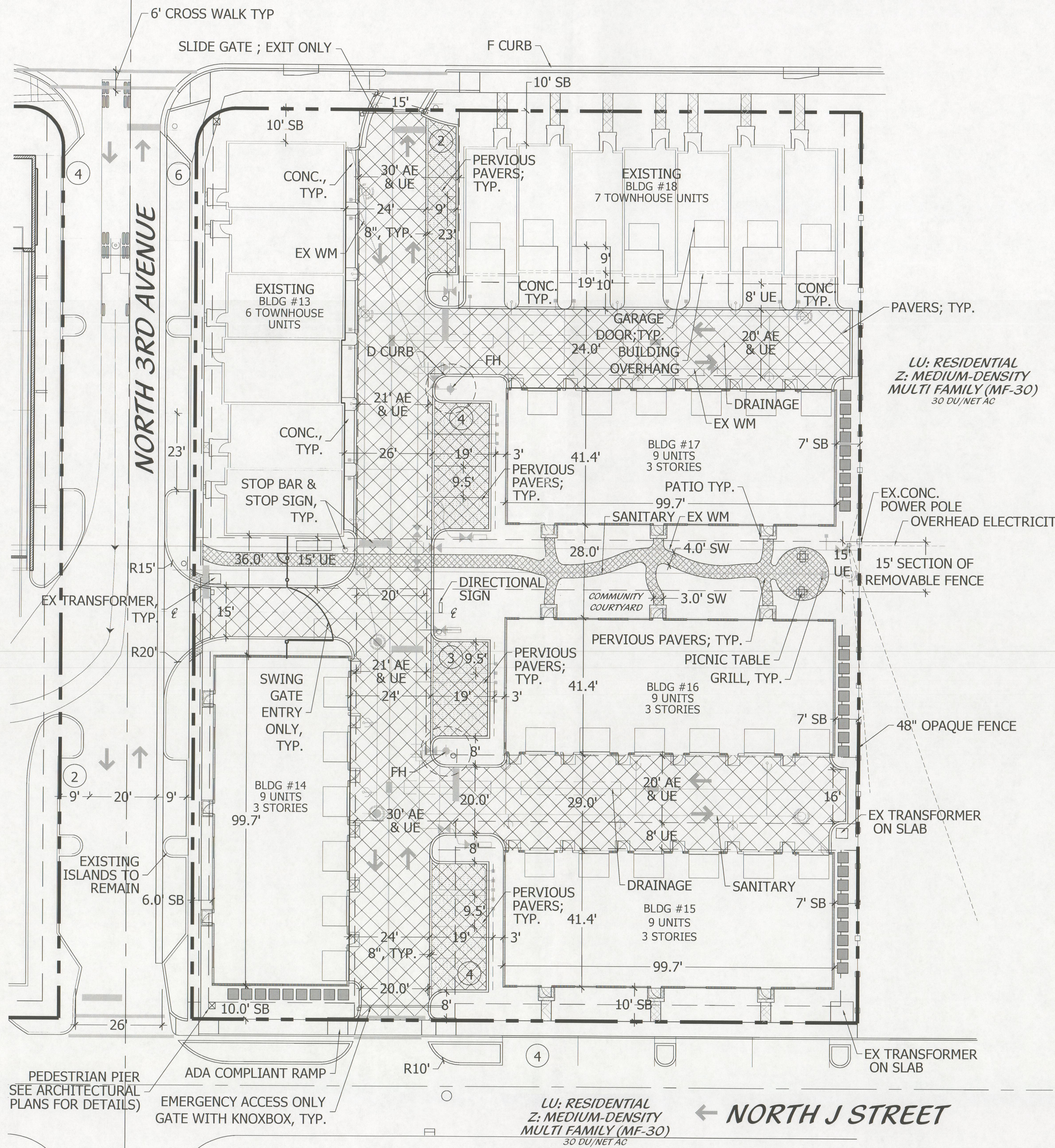
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Hammon Park  
Hammon Park Partners, LLC  
Lake Worth, Florida

LU: COMMERCIAL  
Z: HIGH INTENSITY  
COMMERCIAL (HIC-1)

NORTH DIXIE HIGHWAY



SITE DATA

Table with columns for DEVELOPMENT STANDARDS, BUILDING DATA, and LAND USE. Includes rows for MIN LOT AREA, MAX BUILDING HEIGHT, and FAR.

Table with columns for GREEN SPACE, IMPERVIOUS SURFACE TOTALS, and PARKING CALCULATIONS. Includes rows for SUBTOTAL PERVIOUS AREA and REQUIRED SPACES PER UNIT.

Table with columns for IMPERVIOUS SURFACE TOTALS. Includes rows for NORTH PARCEL ONLY PER ORD. 2010-18 and IMPERV. + PERVIOUS PAVERS CALC. AT 50%.

Table with columns for PARKING CALCULATIONS. Includes rows for REQUIRED PARKING, PROVIDED PARKING, and TOTAL PROVIDED SURPLUS PARKING.

ASSUMPTIONS:  
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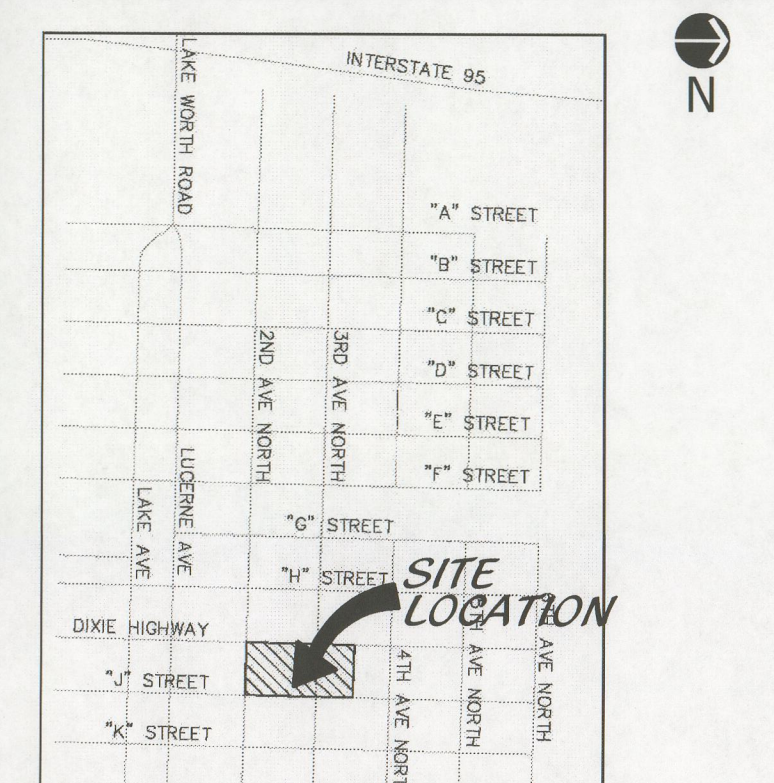
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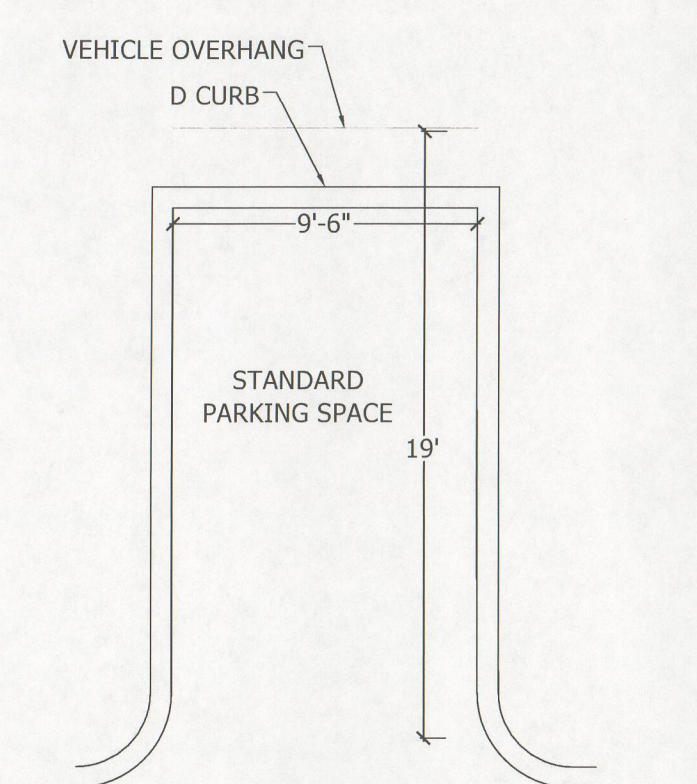
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LOCATION MAP

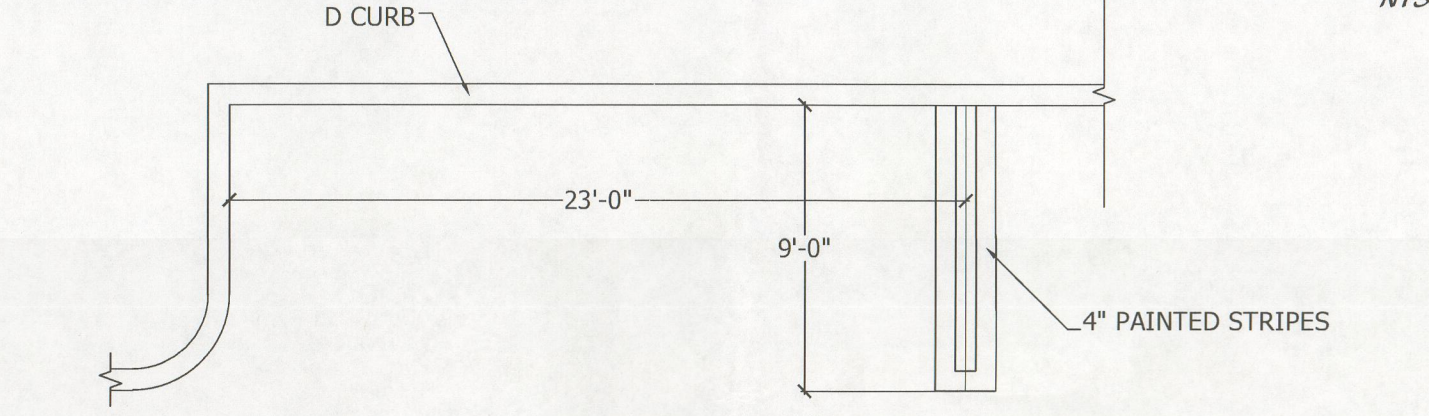


SITE DETAILS

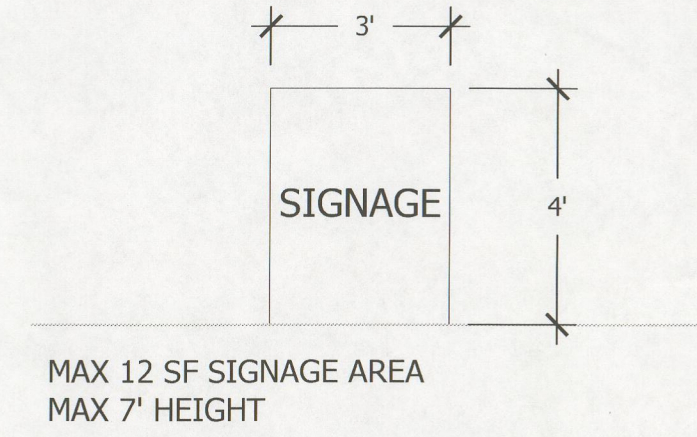
STANDARD PARKING DETAIL



PARALLEL PARKING DETAIL



DIRECTIONAL SIGN DETAIL



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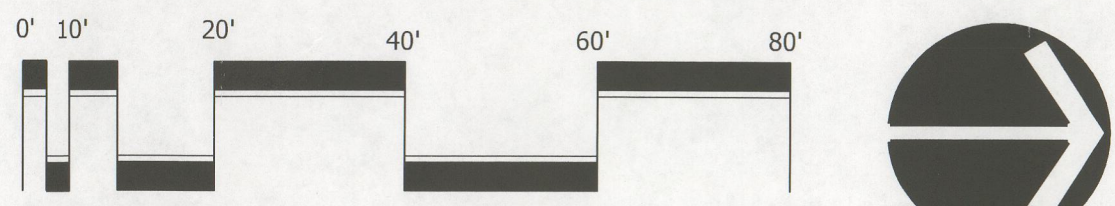
City of Lake Worth

JAN 26 2017

Building Division

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Site Plan



Scale: 1" = 20'-0" North

Table with columns for DESIGNED, DRAWN, APPROVED, JOB NUMBER, DATE, REVISIONS. Includes values like NP, DEH, 15-0103, 03-10-15, 04-16-15.

April 16, 2015 5:28:31 p.m.
Drawing: 15-0103.SP.DWG

SHEET 2 OF 4

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

**GENERAL NOTES**

- TYPE OF CONSTRUCTION: CLASS V, UNPROTECTED, GROUP 3 OCCUPANCY PER FLORIDA BUILDING CODE 6TH EDITION (2017).
- CONSTRUCTION SHALL FOLLOW THE FLORIDA BUILDING CODE AS ADAPTED BY THE COUNTY AND ALL APPLICABLE AMENDMENTS.
- BUILDER SHALL COORDINATE ALL THE WORK OF ALL TRADES.
- BUILDER SHALL REVIEW DRAWINGS IN THEIR ENTIRETY BEFORE STARTING WORK. THE BUILDER SHALL ACCEPT FULL RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS NOT REPORTED IMMEDIATELY IN WRITING TO THE ARCHITECT. BACKCHARGES WILL NOT BE ACCEPTED. DO NOT SCALE DRAWINGS.
- SUBMIT MINIMUM THREE (3) COPIES OF SHOP DRAWINGS AS REQUIRED BELOW.
- THESE PLANS, AS DRAWN AND NOTED, COMPLY WITH THE BUILDING ENVELOPE ENERGY REQUIREMENTS OF THE F.B.C. CHAPTER 18 ENERGY EFFICIENCY. CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THE GOVERNING CODE IN ITS ENTIRETY AND BUILD IN ACCORDANCE WITH ALL PROVISIONS OF THIS CODE WHICH MAY NOT BE SPECIFICALLY ADDRESSED ON THE PLANS AND NOTES.
- BUILDER IS RESPONSIBLE FOR ADEQUATE BRACING OF STRUCTURAL OR NON-STRUCTURAL MEMBERS DURING CONSTRUCTION.
- CABINET SUPPLIER TO PROVIDE SHOP DRAWINGS TO THE BUILDER.
- WINDOW AND DOOR SUPPLIER TO PROVIDE SHOP DRAWING TO BUILDER.
- ALL WINDOWS AND DOORS SHALL BE CAULKED AND WEATHER STRIPPED. WINDOW UNITS SHALL DISPLAY LABELS SHOWING COMPLIANCE WITH THE F.B.C. ENERGY CONSERVATION CODE.
- ALL CONSTRUCTION IN BROWARD AND DADE COUNTIES SHALL COMPLY WITH THE HIGH VELOCITY HURRICANE ZONE (HVHZ) SECTIONS OF THE F.B.C.

**SITE PLAN NOTES**

- THE ARCHITECTURAL SITE PLAN, IF PROVIDED IN THESE DOCUMENTS IS FOR GENERAL LOCATION OF THE HOUSE, POOL, DRIVEWAYS AND SITE FEATURES ONLY. THE S.G. OR OWNER SHALL PROVIDE A PRELIMINARY LOT FIT PERFORMED BY A LICENSED SURVEYOR AT 50 PERCENT COMPLETION OF PROJECT. THE SURVEYOR IS RESPONSIBLE FOR VERIFYING BUILDING LOT FIT, LOT COVERAGE, EASEMENT LOCATIONS, SET BACKS, AND ALL SITE DIMENSIONS PRIOR TO PERMIT AND CONSTRUCTION. IF ANY CONFLICTS OCCUR BETWEEN THE ARCHITECTURAL SITE PLAN AND SURVEYORS LAYOUT THE GENERAL CONTRACTOR AND ARCHITECT SHALL BE NOTIFIED IN WRITING PRIOR TO PERMITTING AND CONSTRUCTION. NO WORK SHALL BE PERFORMED UNTIL THE GENERAL CONTRACTOR RESOLVES THESE CONFLICTS.

**CONCRETE NOTES**

- CONCRETE SHALL CONFORM TO ASTM C143/C 143M-04. SHALL HAVE A MAXIMUM WATER/CEMENT RATIO OF 0.65 AND SHALL HAVE 3000 PSI COMPRESSIVE STRENGTH IN 28 DAYS (UNLESS NOTED OTHERWISE). ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH ACI 318-II AND ACI 308.1G. ALL CONCRETE MASONRY WORK SHALL BE IN ACCORDANCE WITH ACI 530-II.
- MINIMUM CONCRETE COVER OVER REINFORCING SHALL BE: SLABS ON VAPOR BARRIER - 3/4" BEAMS AND COLUMNS - 1 1/2" FORMED CONCRETE BELOW GRADE-2" INFORMED CONCRETE BELOW GRADE-3"
- REINFORCING STEEL: GRADE 60 (FY=60,000) ASTM A618/A 618M-04.
- DETAIL OF CONCRETE REINFORCEMENT SHALL BE IN ACCORDANCE WITH "THE MANUAL OF STANDARD PRACTICE FOR REINFORCED CONCRETE CONSTRUCTION" AS PUBLISHED BY THE CONCRETE REINFORCING STEEL INSTITUTE UNLESS NOTED OTHERWISE.
- ADEQUATE VERTICAL AND HORIZONTAL SHORING SHALL BE PROVIDED TO SAFELY SUPPORT ALL LOADS DURING CONSTRUCTION.
- DOVELS COLUMN AND WALL REINFORCING TO FOOTING WITH SAME SIZE AND NUMBER OF DOVELS AS VERTICAL BARS ABOVE.
- REINFORCING STEEL SHALL BE LAPPED 48 BAR DIA. MIN. WHERE SPLICED AND SHALL BE WIRE TOGETHER. PROVIDE CORNER BARS SAME SIZE AND NUMBER AS HORIZ. BEAM REINFORCING AT EACH FACE. LAP 48 BAR DIA. MIN.
- PLACING DRAWINGS ON BAR LISTS SHALL CONFORM TO ACI'S "MANUAL OF STANDARD PRACTICE FOR DETAILING REINFORCED CONCRETE CONSTRUCTION" AS PUBLISHED BY THE CONCRETE REINFORCING STEEL INSTITUTE UNLESS NOTED OTHERWISE.

**FOUNDATION NOTES**

- FLOOR SLAB TO BE 4" THICK POURED CONCRETE SLAB WITH 6" X 6" X 16'4X16'4 MUM. ON 6 MIL VISQUEEN (OR EQUAL) ON CLEAN WELL COMPACTED FILL. PRE TREATED FOR TERMITES. MUM SHALL BE LOCATED IN THE MIDDLE TO UPPER HALF OF THE SLAB DEPTH AND MUST BE SUPPORTED AT 3'-0" O/C EACH WAY WITH APPROVED MATERIALS.
- ALL REINFORCING STEEL TO BE GRADE 60.
- COLUMN AND WALL CENTERLINES SHALL COINCIDE WITH FOOTING CENTERLINES UNLESS OTHERWISE NOTED.
- FOOTINGS DESIGN BASED ON ASSUMED SOIL BEARING CAPACITY OF 2500 P.S.F. CONTRACTOR TO SUBMIT SOIL BEARING TEST RESULTS OR SOIL BEARING CAPACITY REPORT BY A FLORIDA REGISTERED ENGINEER.
- ALL SITE PREPARATIONS & DRAINAGE RECOMMENDATIONS MADE IN THE SITE SPECIFIC GEOTECHNICAL REPORT MUST BE STRICTLY ADHERED TO.
- FILL PLACED WITHIN 5'-0" OF THE CONSTRUCTION PERIMETER SHALL CONSIST OF CLEAN WELL GRADED SAND IN 12" LIFTS(MAX) AND VIBRATORY COMPACTED TO ACHIEVE A MINIMUM OF 95% MODIFIED PROCTOR ASTM D 1557-07.
- AFTER STANDARD CLEANING AND GRUBBING HAS BEEN COMPLETED AND APPROVED, APPLY VIBRATORY COMPACTOR WITH A MINIMUM OF FOUR PASSES TO THE EXISTING GROUND.
- SLABS SHALL NOT BE LOADED UNTIL 12 HOURS HAS ELAPSED.
- SPLICES SHALL BE 48 BAR DIAMETERS AND CONTINUOUS AROUND ALL CORNERS AND CHANGES IN DIRECTION. CORNER BARS SHALL BE 48 BAR DIAMETERS EACH WAY.
- ALL MONOLITHIC FOOTINGS HAVE BEEN CHECKED FOR THE USE OF TRANSFER REINFORCEMENT AT THE PERIMETER. RATIONAL ANALYSIS SHALL BE SUBMITTED, BUT ONLY IF REQUESTED BY THE BUILDING OFFICIAL.
- CONCRETE FOR FOUNDATIONS AND FOOTINGS SHALL BE 2500 PSI MIN. MAXIMUM WATER/CEMENT RATIO MUST NOT EXCEED 0.65.

**BEAM SCHEDULE NOTES**

- SCHEDULED HOOPS AND STIRRUPS SHALL BE PLACED AT EACH END (E.E.) OF BEAM OR THROUGHOUT (T.O.) BEAM AS INDICATED ON BEAM SCHEDULE. STIRRUPS SHALL BE TYPE S-4 AND HOOPS SHALL BE TYPE T-2 TYPICAL CRSI BAR BENDS UNLESS OTHERWISE NOTED.
- ALL BEAM (MARK 'B') TOP BARS SHALL BE CONTINUOUS UNLESS OTHERWISE NOTED
- ALL THE BEAMS (MARK 'TB') REINFORCING SHALL BE CONTINUOUS THROUGH TIE-BEAMS ONLY. ALL SPLICES TO BE A MINIMUM OF 48 BAR DIAMETERS.
- BUNDLE ALL STRUCTURAL BEAM TOP BARS IN PAIRS OVER SUPPORTS WITH TOP BARS FROM ADJACENT BEAMS. (NO).
- DROP BOTTOM OF THE BEAMS AS REQUIRED AT WINDOW & DOOR HEADS (28" MAX.) ADD 2-48 BOTTOM IF DROP EXCEEDS 8".
- THE BEAM SCHEDULE DEPTHS ARE MINIMUM AND MAY BE INCREASED 8" TO FIT BLOCK WORK.
- ALL ADDED LONGITUDINAL BEAM REINFORCING SHALL EXTEND 6" MINIMUM INTO SUPPORT UNLESS OTHERWISE NOTED.
- REFER TO CONCRETE NOTES FOR INFORMATION ON CONCRETE AND STEEL SPECIFICATIONS.
- ONE-QUARTER OF MAXIMUM BOTTOM REINFORCING SHALL AREA OF EITHER ADJACENT BEAM SHALL EXTEND THRU SUPPORT AND LAP WITH A CLASS 'A' TENSION LAP SPLICE ON EITHER SIDE OF SUPPORT.
- MARK 'C' IN REINFORCING COLUMN BETWEEN TWO BEAMS INDICATES THAT REINFORCING SHALL BE CONTINUOUS THRU THESE TWO BEAMS.

**MASONRY NOTES**

- CONCRETE UNITS TO BE ASTM C 90-LB. ASTM GRADES NI OR NII. PROVIDE PRECAST LINTELS AS NECESSARY. (1m = 1500 PSI)
- MORTAR TYPE M PER ASTM C 270-08a.
- CONCRETE FILL.
- CELLS LINTELS AND BOND BEAMS WHERE SPECIFIED SHALL BE FILLED W/ 3000 PSI PEA GRAVEL CONCRETE.
- THE MIX DESIGN SHALL BE APPROVED BY THE ENGINEER.
- ALL CONCRETE SHALL BE OF A FLUID CONSISTENCY WITH A SLUMP OF 4"-11" MAX, WHICH MEANS THAT THE CONSISTENCY SHALL BE AS FLUID AS POSSIBLE FOR POURING WITHOUT SEGREGATION OF THE CONSTITUENT PARTS.
- THE USE OF ADMIXTURES SHALL NOT BE PERMITTED WITHOUT WRITTEN CONSENT OF THE ENGINEER.
- REINFORCING:
- AFTER STANDARD CLEANING AND GRUBBING HAS BEEN COMPLETED AND APPROVED, APPLY VIBRATORY COMPACTOR WITH A MINIMUM OF FOUR PASSES TO THE EXISTING GROUND.
- SLABS SHALL NOT BE LOADED UNTIL 12 HOURS HAS ELAPSED.
- SPLICES SHALL BE 48 BAR DIAMETERS AND CONTINUOUS AROUND ALL CORNERS AND CHANGES IN DIRECTION. CORNER BARS SHALL BE 48 BAR DIAMETERS EACH WAY.
- ALL MONOLITHIC FOOTINGS HAVE BEEN CHECKED FOR THE USE OF TRANSFER REINFORCEMENT AT THE PERIMETER. RATIONAL ANALYSIS SHALL BE SUBMITTED, BUT ONLY IF REQUESTED BY THE BUILDING OFFICIAL.
- CONCRETE FOR FOUNDATIONS AND FOOTINGS SHALL BE 2500 PSI MIN. MAXIMUM WATER/CEMENT RATIO MUST NOT EXCEED 0.65.

**STEEL NOTES**

- STRUCTURAL STEEL SHALL CONFORM TO THE AISI "SPECIFICATION FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS". MATERIALS SHALL CONFORM TO THE APPLICABLE ASTM SPECIFICATION AS FOLLOWS: H SHAPES - A992/A 992M-05; OTHER SHAPES - A588/A 588M-08; PLATES A588/A 588M-08; BOLTS - A 307-07B TUBULAR - ASTM A500/A500M-13 GRADE B (46 KSI)
- WELDED CONSTRUCTION SHALL CONFORM TO THE AMERICAN WELDING SOCIETY "STRUCTURAL WELDING CODE". ELECTRODES FOR FIELD AND SHOP WELDS SHALL BE A5.1, A5.10XX.
- VERTICAL CELLS FOR MASONRY TO BE GROUTED SHALL HAVE VERTICAL ALIGNMENT SUFFICIENT TO MAINTAIN A CLEAR, UNOBSTRUCTED CONT. CELL.
- CLEANOUT OPENINGS SHALL BE PROVIDED AT THE BOTTOM OF GROUTED CELLS AT EACH LIFT OVER 4'-0" HIGH. CLEANOUTS SHALL BE SEALED AFTER CLEANING AND INSPECTION, AND BEFORE GROUTING.

**PLAN NOTES**

- A PERMANENT SIGN WHICH IDENTIFIES THE TERMITE TREATMENT PROVIDER AND NEED FOR REINSPECTION AND TREATMENT CONTRACT RENEWAL SHALL BE PROVIDED. THE SIGN SHALL BE POSTED NEAR THE WATER HEATER OR ELECTRICAL PANEL.
- PROVIDE 3" STEEL POST OR BOLLARD OR TIRE BUMPER IN FRONT OF ALL EQUIPMENT (HVAC, EHA, WASHER/DRYER) LOCATED IN THE GARAGE AT FLOOR LEVEL PER F.B.C. MECHANICAL CODE.
- PROVIDE 1/2 P.T. FIRESTOP VERTICALLY AT THE CEILING AND FLOOR LEVELS. HORIZONTALLY AT INTERVALS NOT EXCEEDING 10'-0", AND ALL OTHER LOCATIONS PER F.B.C. SECTION R502.11.
- ALL GLAZING WITHIN 24"(48" IN HVHZ) AND PARALLEL TO A DOOR SHALL BE TEMPERED. ALL WINDOWS OR GLASS ENCLOSURES AT OR WITHIN 36" OF TUBS AND SHOWERS WITH SILLS LESS THAN 60" ABOVE FLOOR SHALL BE TEMPERED. ALL GLASS IN SIDELIGHTS, SLIDING GLASS DOORS AND FRENCH DOORS SHALL BE TEMPERED.
- EGRESS WINDOWS SHALL BE OPERABLE FROM THE INSIDE WITHOUT THE USE OF TOOLS. EGRESS WINDOWS SHALL HAVE A MINIMAL NET OPENING OF 24" HIGH 20" WIDE AND MIN NET AREA OF 5.7 SF. FOR 2ND FLOOR WINDOWS AND 5.0 SF. FOR 1st FLOOR WINDOWS. THE BOTTOM OF THE OPENING SHALL NOT BE MORE THAN 44" ABOVE THE FLOOR. LATCH AT 54" A.F.T. MAX. IN HVHZ AREAS WHERE THERE IS MORE THAN A 4'-0" DROP, THE SILL SHALL BE NO LESS THAN 36" A.F.F. OR PROVIDE AN APPROVED SAFEGUARD.
- ALL BATHROOM FLOORS SHALL BE OF APPROVED IMPERVIOUS MATERIALS.
- IN AREAS OTHER THAN HVHZ FIXED GLASS THICKNESS SHALL BE DETERMINED USING TABLE 2405.3 & SA OF F.B.C. AS THE MINIMUM THICKNESS ALLOWED.
- IN HVHZ AREAS PROVIDE HURRICANE SHUTTERS AS PER F.B.C. SECTION 24-13 UNLESS THE EXTERIOR WALL COMPONENTS OF THE ENCLOSED BUILDING HAS SPECIFIC PRODUCT APPROVAL TO PRESERVE THE ENCLOSED BUILDING ENVELOPE AGAINST IMPACT LOADS AS SET FORTH IN CHAPTER 16.
- PICKETS AT STAIRS, LANDINGS & BALCONIES SHALL BE SPACED TO PREVENT PASSAGE OF A 4" DIAMETER SPHERE.
- PROVIDE A MINIMUM OF 4" CLEAR ALL AROUND AIR HANDLER UNITS.
- IN ZERO LOT LINE HOMES: DRYER VENTS, EXHAUST FANS & KITCHEN HOODS SHALL NOT VENT THROUGH THE SIDE WALL AND MUST MAINTAIN A 10'-0" SETBACK.

**FRAMING NOTES**

- THE TRUSS AND FLOOR SYSTEM LAYOUT SHOWN ON THIS SHEET IS SCHEMATIC IN NATURE. HOWEVER, THE SUPPORTING SUPERSTRUCTURE HAS BEEN DESIGNED UNDER THE ASSUMPTION THAT THE FRAMING ENGINEER AND HIS OR HER MAY RELY ON THE MANUFACTURER OF HIS RESPONSIBILITY TO PROVIDE A LAYOUT THAT FULLY INTEGRATES WITH THE ARCHITECT/ENGINEERS SUPERSTRUCTURE. IF THERE IS ANY CONFLICT OR ADDITIONAL STRUCTURE NEEDED, THE TRUSS AND FLOOR SYSTEM COMPANY SHALL NOTIFY THE ARCHITECT/ENGINEER IN WRITING OF THE SPECIFIC AREAS OF CONFLICT.
- TRUSSES TO BE DESIGNED TO CARRY LOADS OF TYP. AHJ AND MISC. EQUIPMENT. COORDINATE LOCATIONS WITH BUILDER PRIOR TO FABRICATION AND INDICATE ON TRUSS DRAWINGS THE BUILDER SHALL BE RESPONSIBLE FOR THE COMPLETE COORDINATION BETWEEN THE TRUSS DESIGN AND AIR CONDITIONING DESIGN REQUIREMENTS.
- ARCHITECT OR ENGINEER ACCEPTS ANY RESPONSIBILITY FOR STRUCTURAL BEAMS, COLUMNS AND FOOTINGS UNTIL REVIEW OF APPROVED TRUSS AND FLOOR SYSTEM DRAWINGS, SIGNED AND SEALED BY A FLORIDA REGISTERED ENGINEER.
- ALL INTERIOR LOAD BEARING PARTITIONS TO BE CONSTRUCTED WITH CLIPS, TOP AND BOTTOM EACH STUD.

**(CONT'D)**

- STRUCTURAL WOOD AND TIMBER FRAMING SHALL CONFORM TO THE "TIMBER CONSTRUCTION MANUAL" AS PUBLISHED BY THE AMERICAN INSTITUTE OF TIMBER CONSTRUCTION.
- ALL WOOD IN CONTACT WITH MASONRY OR CONCRETE SHALL BE PRESURE TREATED. PROVIDE AN APPROVED MOISTURE VAPOR BARRIER BETWEEN THE CONCRETE OR OTHER GEOTECHNICAL MATERIALS AND THE WOOD AS PER CODE.
- BUILDER SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE BRACING AND BRIDGING USED DURING ERECTION OF TRUSSES AND STRUCTURAL SLABS TO PREVENT COLLAPSE OR DAMAGE.
- HEADERS FOR FRAMED OPENINGS GREATER THAN 6'-0" MUST BE ENGINEERED AND STAMPED BY THE TRUSS MANUFACTURER. (UNLESS NOTED OTHERWISE)
- ALL HEADERS OVER DOORS AND WINDOWS TO BE (2) OR (3) 2X12'S UNLESS OTHERWISE NOTED. (FOR WOOD FRAME CONSTRUCTION DEPENDING ON ALL WALL THICKNESS).
- DIMENSIONAL LUMBER SHALL BE SOUTHERN PINE, NO. 2 OR BETTER AND SHALL PROVIDE ALLOWABLE STRESS VALUES OF 1200 PSI IN BENDING FOR A SINGLE MEMBER USES. 50 PSI IN HORIZONTAL SHEAR AND SHALL HAVE A MODULUS OF ELASTICITY OF 1600 KSI OR BETTER, AS DETERMINED BY AN APPROVED LUMBER GRADING AGENCY.
- NON-BEARING INTERIOR PARTITIONS MAY BE CONSTRUCTED OF 25 GAUGE CEE CHANNEL TYPE STUDS AT 24" O/C WITH MATCHING TRACKS TOP AND BOTTOM WITH 1/2" GYPSUM DRYWALL EACH SIDE. ATTACH DRYWALL WITH 1" LONG BUGLE HEAD DRYWALL SCREWS AT 12" O/C MAX.
- METAL LATH OVER SHEATHING SHALL BE 3/8" X-GROOVE OR DIMPLED. CEILINGS AND SOFFITS SHALL BE HIGH RIB TYPE. FASTEN TO SUBSTRATE AT 4" O/C AS FOLLOWS. CONCRETE: 5/4" LONG SUB NAILS W/ 3/8" HEAD. HORIZONTAL AND VERTICAL WOOD FRAMING MEMBERS W/ WALLS OR STAPLES TO PROVIDE AT LEAST 1-1/4" PENETRATION INTO HORIZONTAL WOOD FRAMING MEMBERS AND 3/4" PENETRATION INTO VERTICAL WOOD FRAMING MEMBERS. ON VERTICAL WOOD FRAMING MEMBERS, COMMON NAILS SHALL BE BENT OVER TO ENGAGE AT LEAST THREE STRANDS OF LATH, OR BE BENT OVER A RIB WHEN RIB LATH IS INSTALLED. SHEATHING: 14 GAUGE STAPLES 1" LEG, 7/16" CORN METAL NTL. FRAMING: SELF TAPPING SCREWS #12 X 1/2" W/ 3/4" HEAD STAPLES SHALL NOT BE USED FOR SOFFITS OR CEILINGS.
- WHERE CEMENT PLASTER IS APPLIED TO LATH OVER FRAME CONSTRUCTION BONDING OF THE PLASTER TO THE WATER BARRIER SHALL BE PREVENTED BY PROVIDING A DEL. LAYER OF WATER BARRIER OR BY INSTALLING A HOUSE WRAP BENEATH THE WATER BARRIER.
- PNEUMATIC FASTENERS SYSTEM TO BE HILTI-COIL NAIL PROGRAM. TYPE TO BE CRF 1/26 1/2" LONG AND 1/20" DIAMETER UNO.
- WHEN WOOD POSTS ARE NOT IN A FIRE RATED WALL, FIRE RATE POST AS FOLLOWS: WRAP POST ON ALL SIDES FROM BASE OF POST TO UNDERSIDE OF BEARING WITH (1) LAYER OF 5/8" TYPE 'X' GYPSUM WALL BOARD. THIS WILL PROVIDE A ONE HOUR RATING FOR THE POST.
- TRUSS MANUFACTURER SHALL DESIGN TRUSSES TO COMPLY WITH ALL SUPERIMPOSED WIND LOADS PER F.B.C. 2014.

**MECHANICAL NOTES**

- ALL HEATING, AIR CONDITIONING, REFRIGERATION AND VENTILATION EQUIPMENT SHALL CONFORM TO THE REQUIREMENTS SET FORTH IN THE FLORIDA BUILDING CODE "MECHANICAL" AND FLORIDA BUILDING CODE ENERGY CONSERVATION.
- A 4" CLEARANCE IS TO BE MAINTAINED AROUND ALL AIR HANDLING UNITS.
- PROVIDE FIRE DAMPERS AT SUPPLY AND RETURN WHICH PASS THROUGH RATED ASSEMBLIES IF ANY.
- ALL DWELLING ROOMS MUST HAVE HVAC RETURNS. RETURNS MAY BE DUCTED, JUMPERS OR TRANSFER GRILLES.
- AVG UNITS MAY HAVE CONC. PAD OR OTHER APPROVED MATERIAL EXTENDING AWD. ADJOINING GRADE OR SHALL BE SUSPENDED A MIN. OF 6" AWD. ADJOINING GRADE. PADS SHALL BE A MINIMUM 4'-0"X4'-0" PAD FOR DOUBLE UNIT.

**PLUMBING NOTES**

- ALL PLUMBING FIXTURES SHALL BE INSTALLED IN ACCORDANCE WITH SECTION 405, F.B.C.
- ALL PLUMBING FIXTURES SHALL MEET THE REQUIREMENTS OF TABLE 604.3, F.B.C.
- DISPOSITION OF RAIN WATER SHALL COMPLY WITH F.B.C. PLUMBING CODE CHAPTER 11.
- ALL PLUMBING PENETRATIONS MUST BE A MINIMUM 10'-0" FROM ROOF JACKS.
- CONDENSATE DRAINS MUST BE A MINIMUM OF 1/2" OFF THE BUILDING.
- SHOWER COMPARTMENTS AND WALLS ABOVE BATH TUBS WITH SHOWER HEADS SHALL BE FINISHED WITH A SMOOTH, NONABSORBENT SURFACE TO A HEIGHT NOT LESS THAN 10 INCHES ABOVE THE DRAIN INLET.

**CODES USED:**

- FLORIDA BUILDING CODE 6TH EDITION (2017)
- A.S.C.E. 7-10

**DRAWING INDEX**

- G-1 COVER SHEET
- A-1 GROUND FLOOR PLAN
- A-2 SECOND FLOOR PLAN
- A-3 THIRD FLOOR PLAN
- A-4 ELEVATIONS
- A-5 ELEVATIONS
- A-6 SECTIONS
- A-7 TYPICAL ACCESSIBLE DETAILS
- A-8 FIRE PENETRATION DETAILS
- A-9 TYPICAL DETAILS
- A-10 TYPICAL DETAILS
- A-11 TYPICAL DETAILS
- S-1 FOUNDATION PLAN
- S-2 SECOND FLOOR FRAMING PLAN
- S-3 THIRD FLOOR FRAMING PLAN
- S-4 ROOF FRAMING PLAN
- S-5 HIGH ROOF BRACING PLAN

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REVIEW OF REVISIONS LIMITED TO THOSE ITEMS CLOUDED, IDENTIFIED AND DATED BY DESIGN PROFESSIONAL

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**ABBREVIATIONS**

ABV	ABOVE	EXT.	EXTERIOR	M.G.	MEDICINE CABINET	SMS	SHEET METAL SCREWS
AHJ	ABOVE FINISHED FLOOR	F.B.C.	FLORIDA BUILDING CODE	M.R.H.	MEAN ROOF HEIGHT	ST.	STIRRUPS
B.F.	BI FOLD	FR.	FIRE RATED	M.T.	METAL THRESHOLD	STL.	STEEL
B.P.	BI PASS	FR.	FRENCH DOOR	H.A.K.	HANDBOOK	SW	SWITCH
B.L.	BLOCK	FL.	FLOOR	MFR.	MANUFACTURER	S.M.O.T.	STEEL WALL OVERTURNING FORCE
B.L.A.	BELOW	FL.	FLOOR	MICRO.	MICROWAVE	TEMP.	TEMPERED
B.R.G.	BEARING	G.T.	GIRDER TRUSS	MIN.	MINIMUM	T.B.	THROUGH BOLT
B.T.H.	BOTTOM	GA.	GAGE	M.O.	MASONRY OPENING	T.O.	THROUGH OUT
C.M.	CEILING	GALV.	GALVANIZED	MONO.	MONOLITHIC	T.O.B.	TOP OF MASONRY BOND BEAM
C.M.J.	CONCRETE MASONRY UNITS	GFI	GROUND FAULT INTERRUPT	M.L.	METAL	T.O.P.L.	TOP OF WOOD PLATE
C.O.	COLUMN	GL.	GLASS	O.H.D.	OVER HEAD DOOR	T.O.T.B.	TOP OF THE BEAM
CONC.	CONCRETE	GMB	GYSUM WALLBOARD	O/C	ON CENTER	TYP.	TYPICAL
C.M.T.	CASEMENT	GYP. BD.	GYSUM WALLBOARD	P.L.F.	POUNDS PER LINEAR FOOT	UNO.	UNLESS NOTED OTHERWISE
DIA.	DIAMETER	HST.	HEIGHT	P.S.F.	POUNDS PER SQUARE FOOT	UL	UNDERWRITERS LABORATORIES
DEL.	DOUBLE	HRS.	HOURS	P.S.I.	POUNDS PER SQUARE INCH	V.I.F.	VERIFY IN FIELD
DISP.	DISPOSAL	HR.	HOUR	PRT.	PRESSURE TREATED	W.A.	WITH ANCHORS
DP	DESIGN PRESSURE	HS	HORIZONTAL SLIDING	PARTN.	PARTITION	W/	WITH
DR.	DOOR	HVHZ	HIGH VELOCITY HURRICANE ZONE	PKT.	POCKET	WC	WATER CLOSET
DW	DISH WASHER	INS.	INSULATION	PLYD.	PLYWOOD	WD.	WOOD
EE	EACH END	INT.	INTERIOR	R.O.	ROUGH OPENING		
ELEC.	ELECTRICAL	LG.	LONG	S.C.	SOLID CORE		
ELEV.	ELEVATION	LIN.	LINEN	S.G.D.	SLIDING GLASS DOOR		
ES.	EACH SIDE	L.T.	LAUNDRY TUB	SF	SQUARE FOOT		
		LT.	LAUNDRY TUB	SH	SINGLE KING		

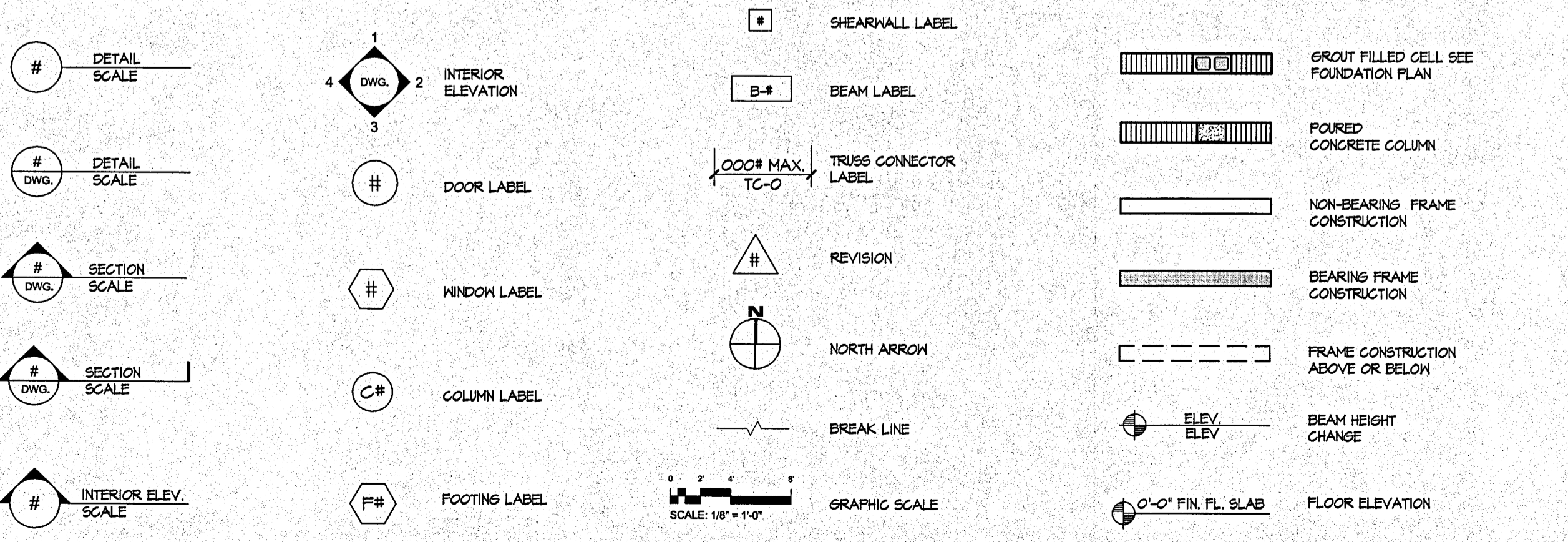


**LOAD SCHEDULE**

LOCATION	LIVE	DEAD	PARTN	TOTAL
	40	50	10	100
GROUND FLOOR	40	50	10	100
SECOND FLOOR	40	50	10	100
THIRD FLOOR	40	50	10	100
ROOF	30	25	0	55

- WIND:**
- ULTIMATE WIND SPEED = 170 m.p.h.
  - NOMINAL WIND SPEED = 132 m.p.h.
  - RISK CATEGORY = II
  - BUILDING DESIGN AS ENCLOSED
  - EXPOSURE CATEGORY = C
  - INTERNAL PRESSURE COEFFICIENT (IPC) +/- 0.18
  - ROOF DEAD LOAD FOR WIND DESIGN TAKEN AT 10 p.s.f.
  - MEAN ROOF HEIGHT = 35'-0"
- NOTE: THIS STRUCTURE IS DESIGNED IN ACCORDANCE WITH CHAPTER 16 OF THE FLORIDA BUILDING CODE AND ASCE. DESIGN PRESSURES FOR EXTERIOR DOORS AND WINDOWS ARE NOTED ON THE DOOR AND WINDOW SCHEDULES. WINDOW AND DOOR MANUFACTURERS SHALL MULTIPLY THE GIVEN DESIGN PRESSURES BY THE APPROPRIATE FACTORS TO OBTAIN TEST PRESSURES.

**PLAN / ELEVATION SYMBOLS LEGEND**



revisions

no.	date
PERMIT	6/24/19
(1) BUILDING DEPT. COMMENTS (KF)	9/1/19
(2) REVISIONS (KF)	10/23/19
(3) REVISIONS (KF)	11/22/19

designed

drawn	SBD
checked	PAR
date	SBD
scale	1/4" = 1'-0"
job no.	190071MAG

Scott Blakeslee Disher  
AR-001188 AA-0003285

AVIARA ON THE AVE.  
9 UNIT- CONDOMINIUM BLDG. (INTERIOR BUILDING)  
BUILDING 14  
LAKE WORTH BEACH, FLORIDA  
by: MAG REAL ESTATE & DEVELOPMENT, INC.

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drawing  
**COVER SHEET**

sheet  
**G-1**

of



revisions no.	date
PERMIT	6/24/14
(1) BUILDING DEPT. COMMENTS (KF)	9/14/14
(2) REVISIONS (KF)	10/23/14
(3) REVISIONS (KF)	11/22/14
(4) REVISION (KF)	12/19/14

designed SBD  
 drawn FAR  
 checked SED  
 date 4/23/14  
 scale 1/4" = 1'-0"  
 job no. 1400PTMAG

*11/19/14*

Scott Blakeslee Disher  
 AS-011185 AA-0003285

MODEL CR      MODEL C      MODEL C      MODEL C      MODEL C      MODEL CL

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REAR ELEVATION  
 INTERIOR BUILDING



REVISION

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- 33'-0" MR.H.
- 31'-0" T.O.B.B.
- 24'-0" T.O.B.B.

AVIARA ON THE AVE.  
 9 UNIT- CONDOMINIUM BLDG. (INTERIOR BUILDING)  
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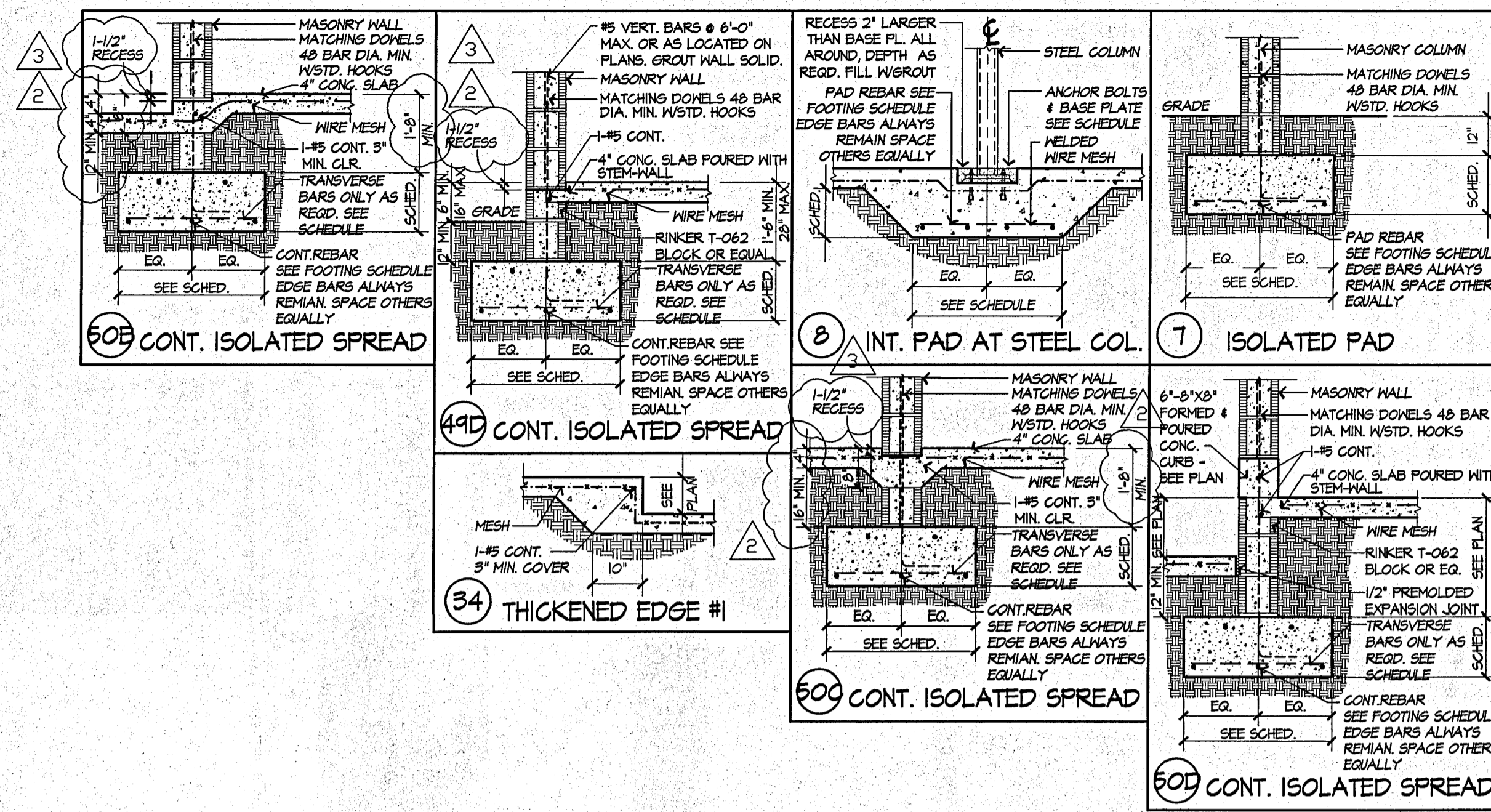
drawing  
 ELEVATIONS  
 City of Lake Worth  
 Community Sustainability  
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sheet  
 A-4

FRONT ELEVATION  
 INTERIOR BUILDING







MARK	SIZE TYPE	DESCRIPTION
C-1	8x8 BLOCK	CONC. BLK. W/ FULLY GROUTED CELL W/ #5 VERT. EA. CELL @ 8'-0" O/C MAX. OR AS LOCATED ON PLANS
C-2	8x16 BLOCK	CONC. BLOCK W/2 FULLY GROUTED CELLS W/ #5 VERT. EA. CELL
C-3	12x12 BLOCK	CONC. 10" BLK. FULLY GROUTED W/4-#5 VERT.
C-4	8x12 BLOCK	RINKER T-062 BLOCK OR EQUAL
C-5	8x12 BLOCK	CONC. 10" BLK. FULLY GROUTED W/2-#5 VERT.
C-6	4"x12"x12" TUBE STEEL	PROVIDE STEEL CAP PLATE AND SADDLE AS NOTED ON DETAILS
C-7	8x8 BLOCK	CONC. BLK. W/ FULLY GROUTED CELL W/2-#5 VERT. EA. CELL @ 8'-0" O/C MAX. OR AS LOCATED ON PLANS
C-8	8x12 BLOCK	RINKER T-062 OR EQUAL
C-9	8x16 CONG.	#4 & 6 VERT. W/ #5 TIES @ 8" O.C.
C-10	8x24 CONG.	#6 & 8 VERT. W/ #5 TIES @ 8" O.C.

MARK	SIZE (WxD)	REINFORCING	DESCRIPTION	DETAIL NO.
F-1	24"x12"xCONT.	W#5 #5 CONT. # 45 TRANSVERSE BARS @ 14" O/C MAX.	EXTERIOR STEM-WALL	49D
F-2	24"x12"xCONT.	W#5 #5 CONT. # 45 TRANSVERSE BARS @ 14" O/C MAX.	EXTERIOR STEM-WALL	49D
F-3	24"x12"xCONT.	W#5 #5 CONT. # 45 TRANSVERSE BARS @ 14" O/C MAX.	INTERIOR STEM-WALL	50-D
F-4	32"x12"xCONT.	W#5 #5 CONT. # 45 TRANSVERSE BARS @ 14" O/C MAX.	INTERIOR STEM-WALL	50-B, 50-C
F-5	5'-0" x 3'-0" x 12"	W/4 #5 EN. BTM.	ISOLATED PAD	7
F-6	5'-0" x 4'-0" x 12"	W/5 # 12" O/C EN. BTM.	ISOLATED PAD	7
F-7	5'-0" x 6'-0" x 12"	W/5 # 12" O/C EN. BTM.	ISOLATED PAD	7
F-8	5'-0" x 12'-0" x 12"	W/5 # 12" O/C EN. BTM.	ISOLATED PAD	7
F-9	4'-0" x 4'-0" x 12"	W/5 #5 EN. BTM.	ISOLATED PAD	7
F-10	6'-0" x 6'-0" x 12"	W/1 #5 EN. BTM.	PAD AT INTERIOR STL. COLUMN	8
TE-1	10' x DROP x CONT.	W/1#5 CONT.	THICKENED EDGE AT DROP	34

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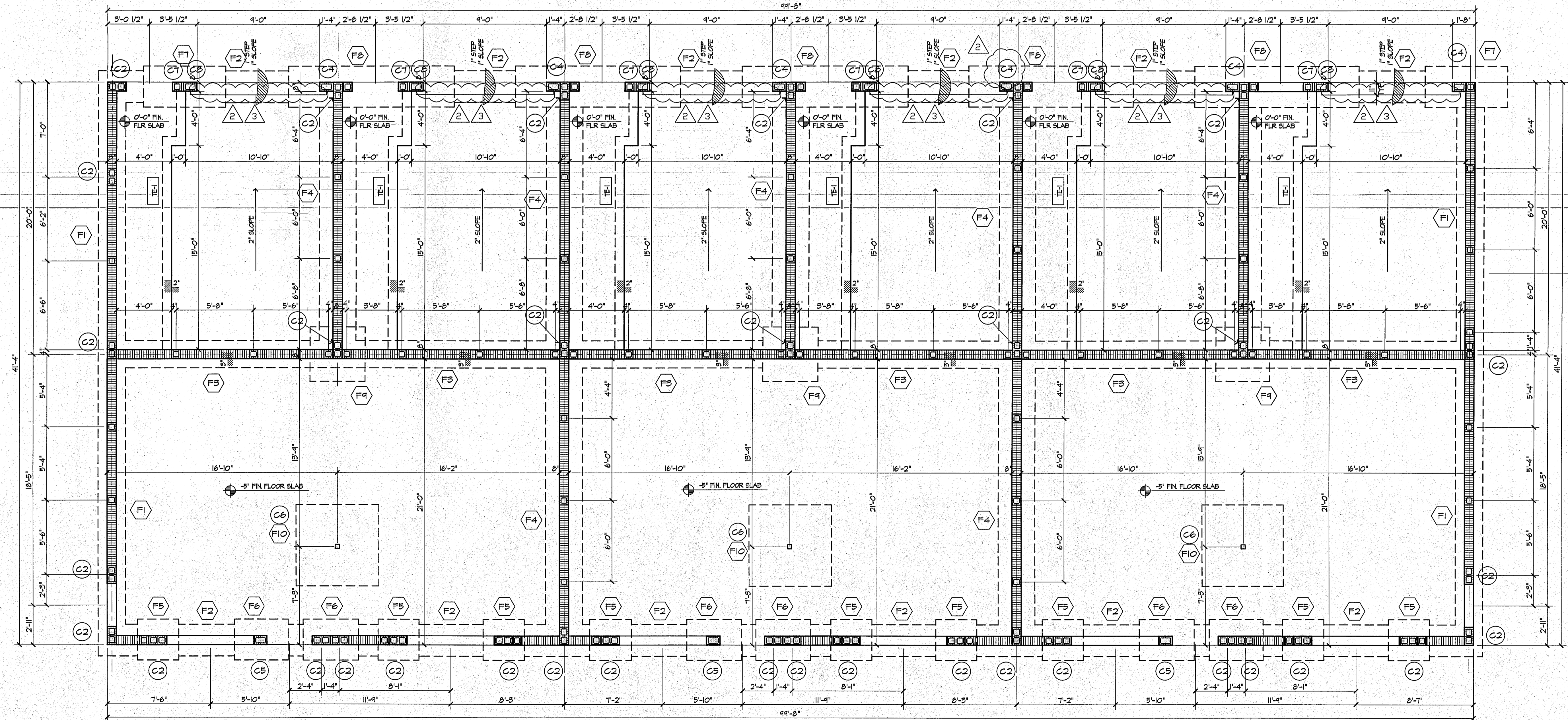
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 (2) REVISIONS (KF) 10/25/19  
 (3) REVISIONS (KF) 11/22/19

designed SED  
 drawn FAR  
 checked SED  
 date 4/28/19  
 scale 1/4" = 1'-0"  
 job no. 140071MAG

**QEA**  
 QUANTUM ENGINEERING ASSOCIATES INC.  
 Structural Engineering & Cost Segregation  
 300 AVENUE OF CHAMPIONS SUITE 260  
 PALM BEACH GARDENS, FLORIDA 33418  
 WWW.QEASOFTWARE.COM

Shawn M. Stambaugh, PE  
 FL. LIC. 61850 - CA. 26210

REVISION



AVIARA ON THE AVE.  
 9 UNIT-CONDOMINIUM BLDG. (INTERIOR BUILDING)  
 project

BUILDING 14  
 LAKE WORTH BEACH, FLORIDA

by: MAG REAL ESTATE & DEVELOPMENT, INC.

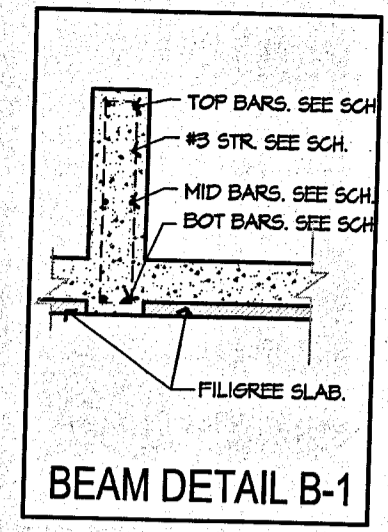
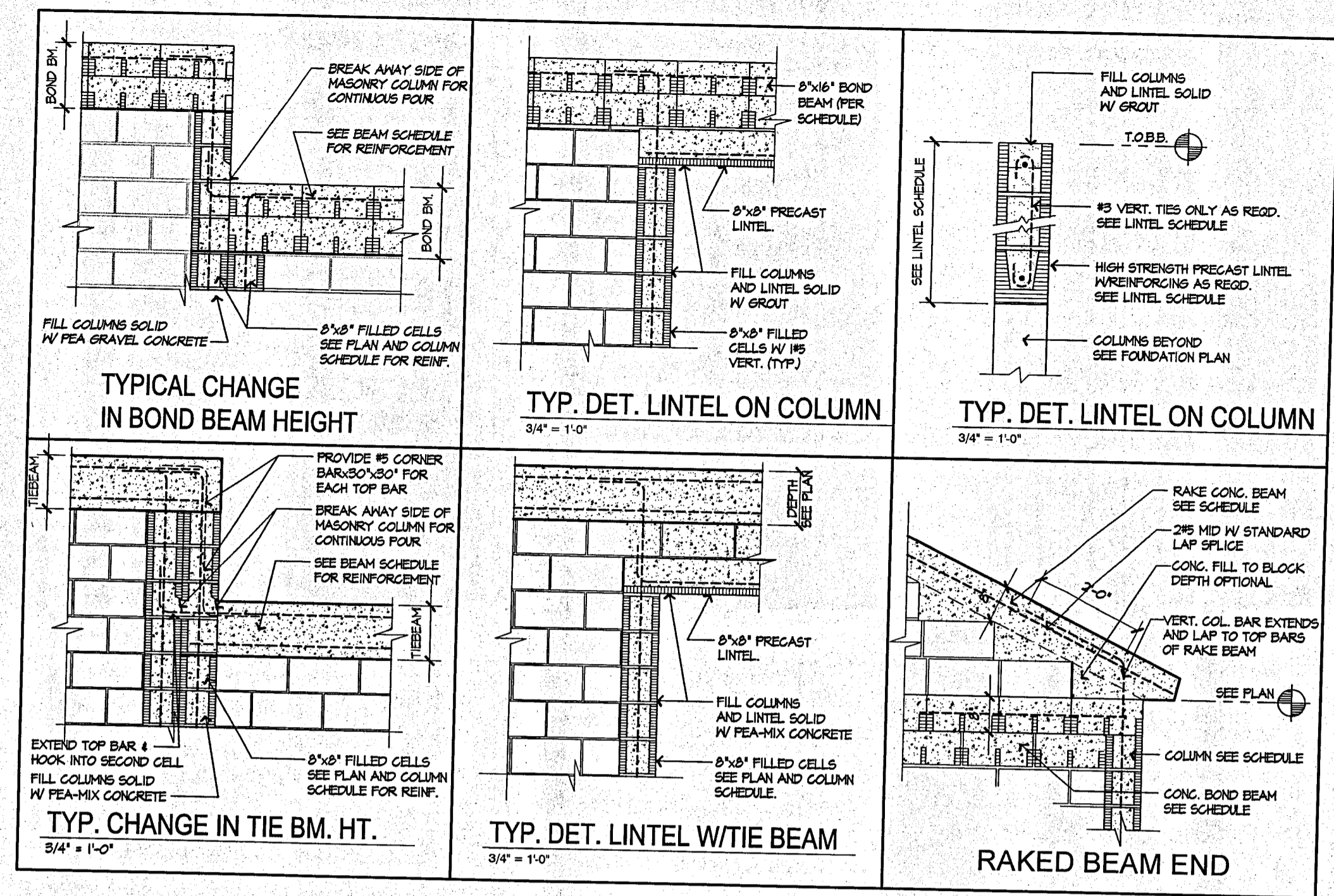
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drawing  
**FOUNDATION PLAN**

sheet  
**S-1**

of



TIE-BEAM SCHEDULE					
MARK	SIZE	REINFORCING			REMARKS
		TOP	MID	BTM	
TB-1	8x12	2#5	-	2#5	TYPICAL FORMED & POURED TIE BEAM
RB-1	8x8	-	2#5	-	TYPICAL FORMED & POURED RAKE BEAM
BB-1	8x16	#5	-	-	TYPICAL MASONRY TIE BEAM CONT. UNLESS NOTED OTHERWISE (2) COURSES FILLED
L-1	8x8	-	-	-	CASTCRETE HIGH STRENGTH LINTEL (UNFILLED)
L-2	8x20	#5	-	#5	CASTCRETE HIGH STRENGTH LINTEL ALL COURSES FILLED
L-3	8x26	TB-1	-	#5	CASTCRETE HIGH STRENGTH LINTEL ALL COURSES FILLED W/ TB-1 ABY.
L-4	8x36	#5	-	#5	CASTCRETE HIGH STRENGTH LINTEL ALL COURSES FILLED
B-1	8x22	2#1	2#5	2#1	#5 HOOPS @ 10" O/C T.O.
B-2	8x20	2#5	-	2#5	NONE REQD.
B-3	8x23	2#5	-	2#5	#3 STRIPPERS @ 12" O/C T.O.
B-4	8x23	2#5	-	2#5	#3 STRIPPERS @ 11" O/C T.O.
B-5	8x27	2#5	2#5	2#5	#3 STRIPPERS @ 12" O/C T.O.
B-6	8x34	2#5	2#5	2#1	#3 STRIPPERS @ 12" O/C T.O.
B-7	8x25	2#5	-	2#5	NONE REQD.

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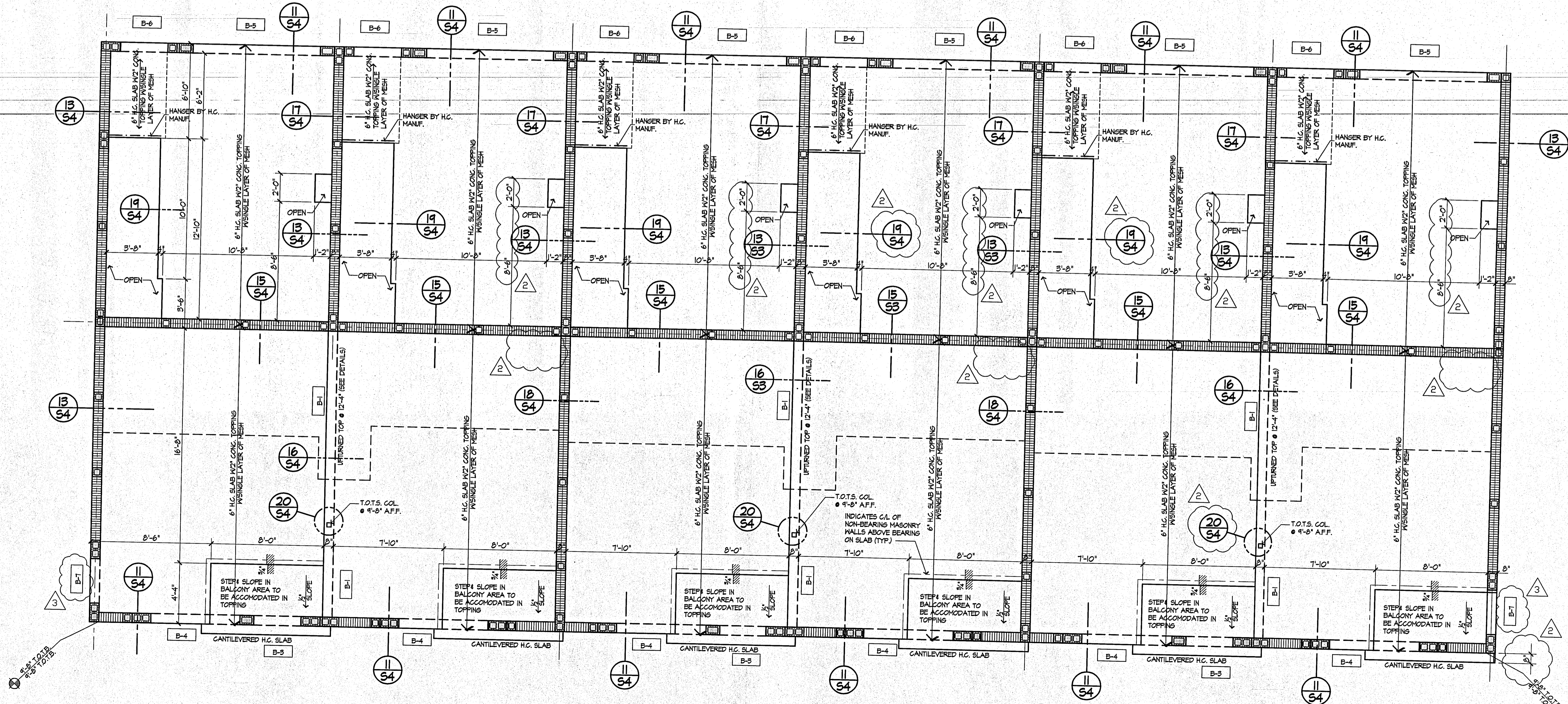
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(3) REVISIONS (KF)	11/22/19
(4) REVISION (KF)	12/19/19

designed SED  
drawn PAR  
checked SED  
date 4/23/19  
scale 1/4" = 1'-0"  
job no. H0007MAG

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project  
BUILDING 14  
LAKE WORTH BEACH, FLORIDA  
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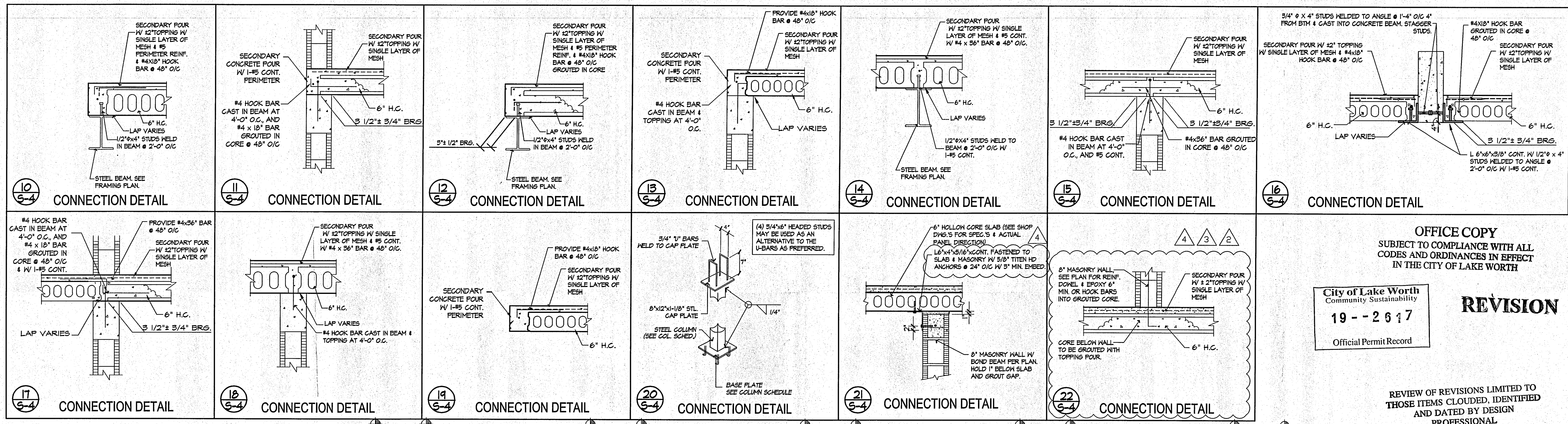
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**S-2**



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(2) REVISIONS (KF)	10/22/19
(3) REVISIONS (KF)	11/22/19
(4) REVISION (KF)	12/19/19

designed	SD
drawn	PAR
checked	SD
date	4/23/19
scale	1/4" = 1'-0"
job no.	1900T1MAG

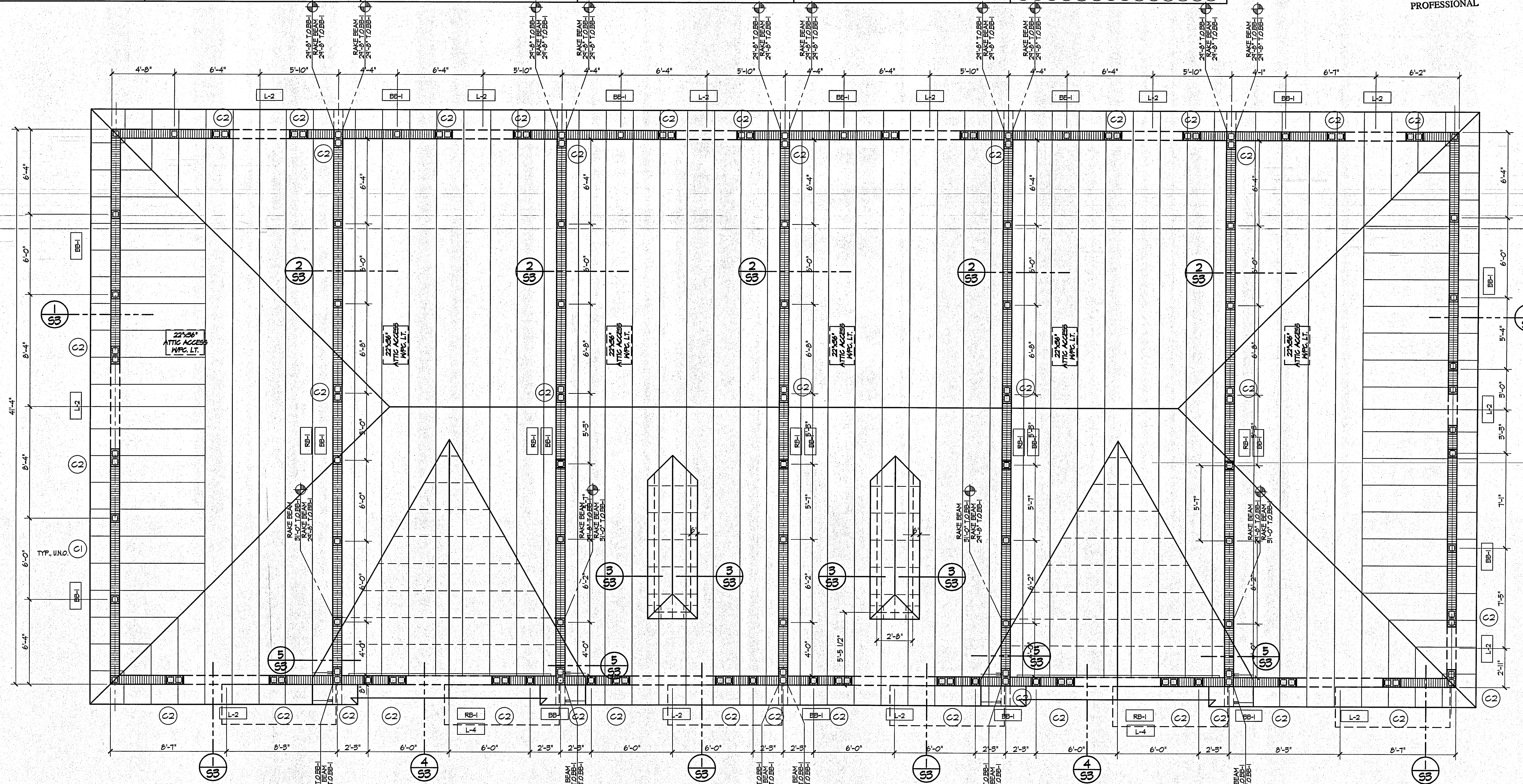
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LAKE WORTH BEACH, FLORIDA  
project by: MAG REAL ESTATE & DEVELOPMENT, INC.

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BLDG 4  
#401-409

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by the City of Miami  
and is not for lease.



307 N J ST  
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307 N J ST  
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STOP

307 N J ST  
BLDG 2  
#201-209





**DENNIS J. LEAVY & ASSOCIATES, INC**

Land Surveyors • Mappers

August 24, 2021



Mr. Neil Condry, P.E.  
**Mock Roos & Associates, Inc.**  
5720 Corporate Way  
West Palm Beach, FL 33407

Subject: Aviara On The Ave Plat Review

Mr. Condry,

Per the requirement of Florida Statute 177.081, I have reviewed the Aviara On The Ave Plat prepared by Brown & Phillips, Inc., re-submitted to our office via e-mail on August 20, 2021 and find that all of my review comments have been addressed and that the plat is in conformance with Florida Statute 177.081.

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

Sincerely

DENNIS J. LEAVY & ASSOCIATES, INC.

*David A. Bower*

David A. Bower, PSM  
State of Florida Registration No. LS 5888



**EASEMENT AGREEMENT**

**THIS EASEMENT AGREEMENT** is made and entered into as of June 17, 2021, by and between Hammon Park on the Ave, LLC (the "Developer") and Hammon Park Homeowner's Association, Inc. (the "Association").

**RECITALS**

- A. The Declaration of Covenants, Restrictions and Easements for the Association was recorded on March 23, 2007 in Palm Beach County Official Records Book 21549, Page 209, creating the Hammon Park Community (the "Community") and the Association;
- B. The Developer is the owner of the land previously described as lots 79 through 103, inclusive and Tract B of the Plat of HAMMON PARK, as recorded in Plat Book 109, Page 126 of the Public Records of Palm Beach County, Florida, which property is being replatted as the Plat of AVIARA ON THE AVE (the "Aviara Property") a copy of the Plat of AVIARA ON THE AVE is attached hereto as Exhibit A;
- C. Pursuant to the Agreement for De-Annexation and Maintenance between the Developer and the Association recorded on January 25, 2021 in Palm Beach County Official Records Book 32123, Page 1054, (the "De-Annexation Agreement") only Lots 73 through 78 inclusive and Lots 104 through 110 inclusive as described in the said Plat of HAMMON PARK, recorded in Palm Beach County Plat Book 109, Page 129 and consisting of 13 townhouse units remain in the Community (the "Amended Hammon Park Community");
- D. The Developer requires an easement over the land contained in the Amended Hammon Park Community to perform certain construction, repair and maintenance services as provided in the De-Annexation Agreement;
- E. The Association, its members, their guests, vendors and invitees require an easement over the Aviara Property for ingress, egress, access, utility services and emergency services;

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

- 1. The Association hereby grants and conveys to the Developer, its successors and assigns, a perpetual, non-exclusive easement and right of way, over, upon, under, through and across the land of the Amended Hammon Park Community, for the purpose of carrying out each and every agreement and obligation of the Developer set forth in the De-Annexation Agreement for the maintenance, construction and repair of elements on the said land and for such other purposes as the Parties may, from time to time, agree. Notwithstanding the above, it is understood and agreed that the 8' utility easement running directly adjacent to Lots 104 & 105 of the Amended

Easement Agreement  
Page 2

Hammon Park Community (the "Utility Easement"), as outlined and reflected in Exhibit A, shall remain part of the Amended Hammon Park Community, and Developer shall not exercise any control over the Utility Easement or the land over which the Utility Easement runs.

2. The Developer hereby grants and conveys to the Association, its members, their guests, vendors, invitees and their successors and assigns, a perpetual, non-exclusive easement and right of way, over, upon, under, through and across such elements of the Aviara Property as are dedicated by the Plat of AVIARA ON THE AVE as Utility Easements, Access Easements and Sidewalk Easements for Ingress, egress, access, utility services and emergency services.

3. The easements granted herein shall be deemed perpetual and shall run with the land.

IN WITNESS WHEREOF, the parties have set their hands on the date first above written.

Signed in the presence of  
the undersigned witnesses:

Hammon Park Homeowner's Association, Inc.

Regina Valdes  
Print Name: REGINA VALDES

BY: Marion Pepe  
MARION PEPE, PRESIDENT

Jamie Steinberg  
Print Name: JAMIE STEINBERG

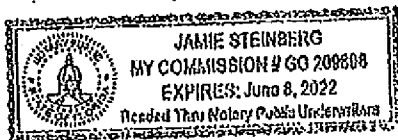
Hammon Park on the Ave, LLC

Edward Farhat  
Print Name: EDWARD FARHAT  
Kristofer Davis  
Print Name: KRISTOFER DAVIS

BY: Maher Hanna  
Maher Hanna, Manager

State of Florida;  
County of Palm Beach

The foregoing instrument was acknowledged before me, in my physical presence, by MARION PEPE, the PRESIDENT of Hammon Park Homeowner's Association, Inc., who is  personally known to me or who  produced FLCC as identification this June 15th, 2021.



Jamie Steinberg  
Notary Public, State of Florida

*Easement Agreement*  
*Page 3*

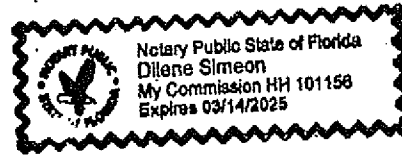
SEAL  
State of Florida;  
County of Palm Beach

My Commission Expires:

The foregoing instrument was acknowledged before me, in my physical presence, by Maher Hanna, the Manager of Hammon Park on the Ave, LLC, who is  personally known to me or who  produced \_\_\_\_\_ as identification this June 17, 2021.

SEAL

Dilene Simeon  
Notary Public, State of Florida  
My Commission Expires:







**IN THE CIRCUIT COURT OF THE 15<sup>TH</sup>  
JUDICIAL CIRCUIT IN AND FOR  
PALM BEACH COUNTY, FLORIDA**

**HAMMON PARK ON THE AVE, LLC**

Plaintiff,

Case No: 50-2020-CA-006804-XXXX-MB

v.

**HAMMON PARK HOMEOWNER'S  
ASSOCIATION, INC.**

Defendant.

\_\_\_\_\_ /

**AGREEMENT FOR DE-ANNEXATION AND MAINTENANCE  
AND COVENANT RUNNING WITH THE LAND**

THIS AGREEMENT (the "Agreement") is made and entered into as of this 8<sup>th</sup> day of January 2021 (the "Effective Date"), by and between Hammon Park on the Ave, LLC (for convenience, hereinafter referred to as the "Developer") and Hammon Park Homeowner's Association, Inc. (for convenience, hereinafter referred to as the "Association").

**RECITALS**

**WHEREAS**, a Declaration of Covenants, Restrictions and Easements for the Association was dated September 27, 2006 and recorded on March 23, 2007 at Official Records Book 21549, Page 0209, in the Public Records of Palm Beach County, Florida (hereinafter referred to as the "**Original Declaration**"), creating the Hammon Park Community (the "Community");

**WHEREAS**, Articles of Incorporation for the Association were dated September 27, 2006 and recorded on March 23, 2007 at Official Records Book 21549, Page 0258, in the Public Records of Palm Beach County, Florida creating the Hammon Park Homeowners' Association Inc. (the "Association") to govern the Community (hereinafter referred to as the "**Original Articles of Incorporation**");

**WHEREAS**, Bylaws for the Association were dated September 27, 2006 and recorded on March 23, 2007 at Official Records Book 21549, Page 0267, in the Public Records of Palm Beach County, Florida (hereinafter referred to as the "**Original Bylaws**");

**WHEREAS**, the Association has implemented various Rules & Regulations pertaining to the Association and its members (rules in existence on the date of this Agreement hereinafter referred to as the **“Original Rules”**);

**WHEREAS**, the Original Declaration, Original Articles of Incorporation, Original Bylaws, Original Rules, and all subsequent amendments made thereto in compliance with the Original Declaration and Florida law through the date hereof are hereinafter collectively referred to as the **“Original Governing Documents”**;

**WHEREAS**, the original developer of the Hammon Park Community was NEW URBAN/RFC LAKE WORTH LLC (hereinafter referred to as the **“Original Developer”**);

**WHEREAS**, pursuant to the Original Declaration, it was the intention of the Original Developer to develop a residential townhome community within the boundaries of certain real property owned by the Original Developer, the legal description for which is provided directly below (hereinafter referred to as the **“Hammon Park Community”**)

*All of Hammon Park, according to the Plat thereof, as recorded in Plat Book 109, Pages 126 through 127, of the Public Records of Palm Beach County, Florida;*

**WHEREAS**, the Original Developer intended to subject the real property that comprises the Hammon Park Community to use covenants, restrictions, reservations, burdens, liens, and easements, and to delegate and assign to the Association all powers to which it is entitled pursuant to the Original Governing Documents and Chapter 720 of the Florida Statutes, as well as certain control over such real property;

**WHEREAS**, pursuant to an Amendment to the Original Declaration dated December 17, 2009 and recorded at Official Records Book 23608, Page 1031, in the Public Records of Palm Beach County, the Original Developer and the Association agreed to withdraw certain real property from the terms of the covenants, restrictions and easements set forth in the Original Declaration, the legal description for which is provided directly below (hereinafter referred to as the **“Withdrawn Land”**)

*Lots 1 through 72 and Tract “A”, Hammon Park, according to the Plat Thereof, recorded in Plat Book 109, Pages 126 and 127 of the Public Records of Palm Beach County, Florida*

*Lying in the City of Lake Worth, Palm Beach County, Florida, containing 109,870 square feet, 2.5223 Acres, more or less;*

**WHEREAS**, only a portion of the land originally contemplated to be a part of the Hammon Park Community was actually built on (13 townhome units), and the remaining property comprising the Hammon Park Community was left unfinished and vacant (except in connection with the Withdrawn Land, which was built on but no longer a part of the Hammon Park Community);

**WHEREAS**, pursuant to a special warranty deed dated March 22, 2019 and recorded on March 25, 2019 at Official Records Book 30493, Page 1565, in the Public Records of Palm Beach County, the Developer acquired title to a certain undeveloped and vacant portion of the real property comprising the Hammon Park Community, the legal description for which is provided directly below and reflected in the warranty deed attached hereto as **Exhibit "A"** (hereinafter referred to as the "**De-annexed Land**");

*Lots 79 through 103, inclusive, and Tract "B", Hammon Park, according to the Plat thereof, as recorded in Plat Book 109, Page 126, Public Records of Palm Beach County, Florida;*

**WHEREAS**, the legal description for the land in the Hammon Park Community where the existing townhome buildings now exist, and which is hereinafter referred to as the "**Amended Hammon Park Community**," is as follows:

*Lots 73 through 78 inclusive and Lots 104 through 110 inclusive, HAMMON PARK, according to the Plat thereof as recorded in plat Book 109, Page 126, of the Public Records of Palm Beach County, Florida;*

**WHEREAS**, the individuals who own the townhomes that currently exist within the Amended Hammon Park Community after de-annexation of the De-annexed Land shall hereinafter collectively be referred to as the "**Homeowners**";

**WHEREAS**, the Developer wishes to de-annex the De-annexed Land and build a separate and new townhome community on the De-annexed Land, which will allow for a new name and new covenants and/or conditions to be applied to the as-yet unbuilt townhomes, and which will not be under the control of the Association or subject to any use covenants, restrictions, reservations, burdens, liens, or easements imposed by or on the Association unless otherwise expressly provided herein;

**WHEREAS**, prior to the contemplated de-annexation, the Developer owns twenty-five (25) of the thirty-eight (38) lots in the Hammon Park Community;

**WHEREAS**, the Developer is in the process of seeking approval from the City of Lake Worth to build thirty-six (36) homes on the twenty-five (25) lots owned by the Developer; and further, the Developer is in the process of re-platting the existing lots to reflect the density increase;

**WHEREAS**, pursuant to Article 15.6 of the Declaration of Covenants of the Community, the Association's covenants can be amended with the agreement of 75% of the Association members, or pursuant to other powers of the Developer expressly provided for in the Original Declaration;

**WHEREAS**, "Property" of the Hammon Park Community is defined in Article I of the Original Declaration as: "Property shall mean and refer to all of that certain real property located in Palm Beach County, Florida, more particularly described in Exhibit "A" attached hereto and made a part hereof; **as may be amended from time to time pursuant to this Declaration.**" (Emphasis added);



**WHEREAS**, the Original Governing Documents may be amended to de-annex the unbuilt lots and De-annexed Land from the Hammon Park Community and allow the existing Homeowners to control the Association in accordance with either **A)** an amended and restated set of Governing Documents, or **B)** an Amendment that withdraws the De-annexed Land from the Community, and delineates that the Amended Hammon Park Community will only be thirteen (13) lots, and the remaining Developer lots/De-annexed Land will be de-annexed and withdrawn from the Hammon Park Community and the Association's control;

**WHEREAS**, the term "Party" herein refers to either the Developer or the Association individually, and the term "Parties" herein refers to both the Developer and Association collectively;

**WHEREAS**, the intent of this Agreement is to settle all disputes between the Homeowners, the Association and the Developer regarding the Parties respective rights and obligations, and specifically: **A)** obligate the Developer to make certain repairs contemplated in Paragraph 2(f) below; **B)** obligate the Association to record amended Governing Documents (or an amendment to the Original Governing Documents), which will de-annex the De-annexed Land from the Association and release all Parties from all obligations to each other except as expressly set forth herein; **C)** permit the Developer to develop and build a separate and new community on the De-annexed Land or take any actions on the De-annexed Land that are not expressly prohibited or contrary to this Agreement, so long as such actions are consistent with multi-family residential use and in compliance with Florida law; and **D)** permit the Developer to record, at its sole discretion, new governing documents or other operating agreement applicable to the new townhome community that will be built on the de-annexed De-annexed Land, and create a new entity to operate and govern the new community subject to the conditions set forth below.

### **TERMS**

**NOW, THEREFORE**, for good and valuable consideration mutually exchanged by the Parties as detailed below, including, but not limited to, the Parties' settlement of all claims with regard to the subject matter hereof and all claims whatsoever between them through the Effective Date of this Agreement, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby irrevocably agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above represent the position of the Parties prior to the execution of this Agreement and are made a part hereof and shall be treated as stipulated and herein fully recited.
2. **De-Annexation of the De-annexed Land/Turnover of Control/Shared Use/ Agreed Maintenance and Other Conditions.** As of January 8, 2021 (the "Effective Date"), the De-annexed Land shall no longer be a part of the Association and all obligations and rights of the Developer pursuant to the Original Governing Documents shall cease as to the Amended Hammon Park Community except as expressly set forth herein. Further, with exception of the obligations and covenants expressly reflected in this Agreement, the Developer shall have no further obligations to either the Amended Hammon Park

Community or the De-annexed Land. Similarly, (and without limitation), as of the Effective Date, the De-annexed Land (and its future improvements) shall not be subjected to the Association's Original Governing Documents or any amendments or restatements thereto, and will be subject only to the obligations set forth herein. Additionally, the Amended Hammon Park Community shall not be subjected to any new governing documents pertaining to the De-annexed Land, except for the obligations contained in this Agreement, and the Developer shall have no control over or rights relating to the Amended Hammon Park Community and the thirteen (13) existing townhomes thereon except as set forth in this Agreement.

As set forth herein, the Association shall record in the public records by new Association counsel and the new Association Board an amendment, which at a minimum, withdraws the De-annexed Land from the Hammon Park Community. The Association, may, but is not obligated to make any changes it so desires to the Association's governing documents on the vote of the majority of the Board of the Association for One Hundred and Eighty days (180) following the Effective Date. Without limitation, the Association will cease governing the De-annexed Land and will not impose any obligations on the Developer or the lots on the De-annexed Land, except as expressly agreed to below, or as consented to in the future by the owner of the De-annexed Land, or the new association in control of it, if any.

Furthermore, the Developer has no interest in or rights under the Amended Covenants/Governing Documents of the Hammon Park Community following de-annexation, as the Amended Covenants/Governing Documents will not be binding on the Developer or the newly constructed adjacent townhomes on the De-annexed Land, or any entity created or existing to manage the new townhome community that is de-annexed from the Hammon Park Community. However, there is one exception to the aforementioned, to wit: the amendment withdrawing the de-annexed property from the Hammon Park Community. Therefore, in the event the Association fails to record an amendment to the Original Declaration effectively withdrawing the new townhome community and the De-annexed Land from the existing Hammon Park Community within ninety (90) days of the Effective Date, then without limiting its other rights under this Agreement or applicable law, the Developer shall be permitted, on behalf of the Association, to record an amendment reflecting the de-annexation.

If the Developer records such amendment pursuant to this provision, the amendment will not contain any other covenants, except that it will delineate the De-annexed Land to be de-annexed, and that the Developer will have no further rights or obligations to the Amended Hammon Park Community or rights under the Original and Amended Governing Documents except as set forth herein. Similarly, the amendment will provide that the new townhome buildings (and all areas withdrawn) will no longer be governed by the Original Governing Documents or the Hammon Park Board of Directors (the "Board"). Amended and Restated Documents may be recorded after a majority of the new Board approves, because at least one (1) remaining unit owner will consent to delegating the drafting of the new Declaration or any desired amendments to the Original Declaration to the new Board (and/or its counsel, The Law Office of Ryan S. Shipp, PLLC or other counsel). Amendment under these circumstances is proper because 75%

of the Units are necessary to approve an amendment. Further, until the De-annexed Land is de-annexed (because at present, the Developer owns 74% of the community) only a single unit owner other than the Developer's consent is required and said consent is evidenced by the non-developer interest that executes this Agreement. In addition, pursuant to Section 15.6 of the Declaration, the Developer hereby consents to any amendment recorded pursuant to the Terms of Agreement.

(a) **Governing Documents Amendment.** As set forth above, the Association intends to not only record an amendment withdrawing the De-annexed Land, but is also considering amending and restating the Association's Original Governing Documents at its discretion. However, at a minimum, the Association will record an amendment to reflect the revised legal description of the property under its control in accordance with this Agreement and removing the de-annexed portion of the Hammon Park Community from the covenants of the Declaration. Without limitation, the amended Governing Documents shall make it clear that the De-annexed Land is **NOT** within the control of the Association and that the Developer has no further obligations to the Homeowners or the Association beyond what is contained herein. In addition, the Amendment will provide that the new townhome community is not subject to any covenants by the Association or its Homeowners, other than those expressly set forth herein. The Developer shall be entitled to approve the Amended Governing Documents, but only to ensure that the above is complied with. In the event of a dispute over the Amended Governing Documents, the Agreed Final Judgment in the Declaratory Action defined in Paragraph 2(b) directly below will reflect that the Court will retain jurisdiction to enforce all the obligations and clauses herein, including, but not limited to, those in this paragraph. Other than as set forth in this Agreement, the Developer will have no further rights under the Original Governing Documents or Amended Governing Documents subsequent to the Effective Date.

(b) **Turnover of Control/Dismissal of Pending Action.** The Developer filed a Declaratory Action in the Palm Beach Circuit Court, Case No: 50-2020-CA-006804-XXXX-MB, for the purpose of resolving certain rights and obligations between the Parties (the "Declaratory Action"). The Developer will pay all attorneys' fees and costs incurred by the Shir Law Group, and also \$1,500.00 of the attorneys' fees and costs incurred by the Law Office of Ryan S. Shipp, PLLC (or other law firm chosen by the Homeowners other than the Developer) associated with the de-annexation of the De-annexed Land. Except as set forth in this paragraph, and absent future breach of this Agreement, each Party shall bear their own attorneys' fees and costs associated with the de-annexation of the De-annexed Land. Further, within One Hundred Eighty (180) days after the Effective Date, the Association (at its sole discretion) may record Amended and Restated Governing Documents, and/or desired amendments to the Governing documents. However, the Amendment removing the De-annexed Land set forth from the Association and providing that this Agreement contains the sole obligations remaining between the Parties may be done separately from the Amended and Restated Governing Documents, and must be recorded within ninety (90) days after the Effective Date, absent which, the Developer may record the amendment

on behalf of the Association evidencing the de-annexation and delineating that this Agreement reflects the only surviving obligations between the Parties.

In addition, contemporaneous to the Effective Date, the Developer's appointees shall resign from the Board and will turn-over control of the Association to Jorge Sigler ("Sigler"), who will act as the Homeowners' Representative. Until the first annual election, Sigler shall appoint a Board filling the vacancies as set forth in §720.306(9)(c) of the Florida Statutes.

(c) Entryway / Gate.

The Developer is in the process of seeking formal authorization for a permit(s) from the proper authorities (*e.g. the City of Lake Worth; the City of Lake Worth Fire Marshall; Palm Beach County*) to construct an entryway to the Hammon Park Community (as it originally existed) and install a security gate around the entire Hammon Park Community as it existed prior to de-annexation, less the withdrawn portion that was withdrawn pursuant to an amendment recorded at Official Records Book 23608, Page 1031. The gate, if built, will surround the Amended Hammon Park Community and the now De-annexed Land as reflected in the applications made to the local government (the "Entryway & Gate Project"). If the Developer is approved by the appropriate governmental authority(ies) to proceed with the Entryway & Gate Project, the entryway and security gate will only be constructed if both the Developer and the Association are in agreement to do so.

If the Entryway & Gate Project is approved by the appropriate authorities and the Developer and Association agree to proceed with the Entryway & Gate Project, the Developer will construct the entryway and security gate solely at its own expense and will maintain the entryway and security gate in perpetuity. If the gate is constructed, the Developer will also pay for any security guard(s) in perpetuity to man the gate, although the gate may be electronic and unmanned. Further, nothing contained herein shall require the Developer to hire any security guards or preclude the Association from hiring security guards if it so chooses. In addition, the Association will be solely responsible for handling gate access by Association members (*including during move-ins and move-outs*) and will pay a reasonable price for fobs or whatever other device(s) is/are necessary for Association members to gain access to the Hammon Park Community through the security gate.

The Association shall not unreasonably withhold consent in the event the Developer elects to proceed with the Entryway & Gate Project. The property manager for the new townhome community (or in the absence of a property manager, the Developer's agent for the De-annexed Land or new association's agent for the De-annexed Land, if any) will coordinate with the property manager for the Amended Hammon Park Community or the president of the Association with respect to all issues relating to access through the security gate. In this regard, it is hereby agreed that the Developer and the governing body of the new

townhome community association (or in the absence of a governing body of the new townhome community, the Developer's agent for the De-annexed Land or new townhome community's agent for the De-annexed Land, if any), will in no way refuse, restrict, delay, or interfere with the Association members' access through the security gate, except in the event of a security gate maintenance emergency.

If the Association & Developer agree to proceed with the Entryway & Gate Project, the Amended Hammon Park Association will be solely responsible for the trash removal within the boundaries of the Amended Hammon Park Community to the extent that public trash removal is unavailable due to restrictions to access associated with the security gate. If the Developer proceeds with the Entryway & Gate Project, the Developer is hereby granted an easement over the Amended Hammon Park Community for the purpose of allowing for the Developer to construct and maintain the joint entryway and security gate moving forward, with each side responsible for the cost of trash pickup within its borders. The Developer understands and acknowledges that the Association will have no control over the security gate, and therefore, if the Developer proceeds with the Entryway & Gate Project and public trash removal is ultimately unavailable due to restrictions to access associated with the security gate, the Developer and the governing body of the new townhome community association (or in the absence of a governing body of the new townhome community, the Developer's agent for the De-annexed Land or new townhome community's agent for the De-annexed Land, if any), will in no way delay or interfere with the Association's coordination with the company or entity with which the Association contracts for trash removal services within the boundaries of the Amended Hammon Park Community. If the Developer desires a security guard to man the gate, then such guard shall be paid for by the Developer. If maintenance is required for the security gate (with exception of emergency maintenance), the Developer or the governing body of the new townhome community association (or in the absence of a governing body of the new townhome community, the Developer's agent for the De-annexed Land or new townhome community's agent for the De-annexed Land, if any), will provide the property manager for the Amended Hammon Park Community or the president of the Association with seventy-two (72) hour written notice advising of said maintenance so that they can advise the Homeowners of same, and will take all reasonable measures to ensure that they do not block the Homeowners' access through the security gate during any such maintenance. The written notice must be received by the property manager for the Amended Hammon Park Community or the president of the Association at least seventy-two (72) hours prior to the commencement of any such maintenance.

In the event the Developer creates a new community on the De-annexed Land that requires the recording of new governing documents, the declaration of covenants and other governing documents for the new association that may be developed by the Developer on the De-annexed Land, if any, shall contain language reflecting the obligations and responsibilities of the Developer and such obligations shall

run with the Developer's land, and be binding on any subsequently created association, if any.

- (d) **Recording/Shared Use.** The Parties agree that, subject to terms and conditions set forth above, this Agreement will be recorded against all property affected hereby in the Public Records of Palm Beach County, Florida and will also be affixed to the amendment de-annexing the De-annexed Land. This Agreement shall constitute the contract between the Parties, as well as covenants running with the land affected hereby, and shall at all times be binding upon the Parties, the Homeowners subject to the Governing Documents of the Association, the Developer, and their respective successors, heirs and assigns (including but not limited to any new association created to govern the Developer's new community, and/or any management agent of said community). Except as specifically stated herein, (and subject to the division of obligations between the Homeowners and the Association), the Association and its remaining Homeowners shall be responsible for the maintenance and repair of the Amended Hammon Park Community, and the Developer or its successors shall be responsible for the maintenance and repair of the De-annexed Land and all structures thereon, and any obligations set forth below.
- (e) **Easement.** The Parties agree to certain mutual easements set forth in the Easement Agreement, the form of which is attached hereto as **Exhibit "B"**. Both Parties agree to execute the Easement Agreement contemporaneous with the execution of this Agreement. Further, the Developer will attach the executed Easement Agreement to the amended plat and record the executed Easement Agreement. The 8' utility easement running directly adjacent to Lots 104 & 105 of the Amended Hammon Park Community (the "Utility Easement"), as outlined and reflected in the document attached as Exhibit 1 to the Easement Agreement, shall remain part of the Amended Hammon Park Community, and Developer shall not interfere with the Utility Easement or take any action except one expressly permitted herein on the land over which the Utility Easement runs.

With exception to an emergency maintenance issue, to the extent that either Party or any of their respective successors and/or assigns need(s) to use the easement to access the other Party's property (e.g. the Amended Hammon Park Community or the De-annexed Land), the Party utilizing the easement will take all reasonable measures to ensure that they do not block access to any roads or homes located within the Amended Hammon Park Community and De-annexed Land. To the extent that maintenance or other services are required that could result in blocking access to any roads or homes located within the Amended Hammon Park Community or De-annexed Land, the Party that will be accessing the easement to complete such maintenance and/or services will provide the other Party with at least seventy-two (72) hour written notice advising of the reason for using the easement and of the specific roads, homes, and other portions of the other Party's property that are anticipated to be blocked in order to perform such maintenance and/or services, except in cases of emergency. Such notice to the Association shall be provided either to the property manager for the Amended Hammon Park

Community or the president of the Association. Such notice to the Developer shall be provided directly to the Developer or to the governing body of the new townhome community association (or in the absence of a governing body of the new townhome community, the Developer's agent for the De-annexed Land or new townhome community's agent for the De-annexed Land). The written notice must be received by the other Party's representative at least seventy-two (72) hours prior to the commencement of any non-emergency maintenance.

(f) **Details of Maintenance that Developer Agrees to Perform and Timeline.**

- (i) The Developer will not raise maintenance dues or impose any special assessments against the Homeowners at any time prior to Turnover in accordance with this Agreement, if this Agreement is executed by December 31, 2020. All Parties agree that this Agreement shall be submitted to the Court for entry of an Order ratifying and adopting this Agreement as the Order of the Court, directing each of the Parties to comply herewith, and dismissing the Declaratory Action, but reserving jurisdiction over the Parties hereto and the subject matter hereof, to enforce the provisions of this Agreement (the "Agreed Final Judgment"). The form of the Agreed Final Judgment is attached hereto as **Exhibit "C"**. In the unlikely event that the Judge does not execute the Agreed Final Judgment, the proposed Agreed Final Judgment will be abandoned in favor of stipulations of dismissal, incorporating this Agreement. Similarly, in the unlikely event the Judge declines to adopt the Parties' Agreement as the Final Order of the Court, each time an Agreed Order or Agreed Final Judgment is referenced herein, such words shall be deemed replaced with "Joint Stipulation for Voluntary Dismissal."
- (ii) The Developer will pressure-wash the Homeowners' units every two-to-three (2-3) months from the date that construction commences and during the period of time the Developer is developing the De-annexed Land until construction of the structures on the De-annexed Land is completed (the "construction period"), as well as one (1) final time after completion of the construction period.
- (iii) The Developer will be responsible for all landscaping of all property that exists in the Amended Hammon Park Community and Exhibit A in perpetuity, and will pay for all such landscaping and all landscaping/gardening services and/or vendors hired by the Developer to perform landscaping/gardening services within the Amended Hammon Park Community and Exhibit A, that the Developer, in its discretion, deems prudent. In this regard, the Developer shall have sole discretion as to whether it is going to remove some or all of the landscaping currently located on the property that comprises the Hammon Park Community and shall have sole discretion as to the type of landscaping that will be installed or maintained on the property that comprises the

Hammon Park Community. The Developer will also submit appropriate documentation to the City of Lake Worth to separate the water utility servicing the De-annexed Land from the water utility servicing the Amended Hammon Park Community. In this regard, the Developer will pay for the cost of all water used for irrigation within the property that exists in the De-annexed Land and the Association will pay for the cost of all water used for irrigation within the property that exists in the Amended Hammon Park Community. In the event the Developer creates a new community on the De-annexed Land that requires the recording of new governing documents, the declaration of covenants and other governing documents for the new association that may be developed by the Developer on the De-annexed Land, if any, shall contain language reflecting the obligations and responsibilities of the Developer and such new association reflected in this Agreement.

- (iv) During construction, the Developer will erect a fence around the De-annexed Land that is being developed by the Developer and under construction (the "construction site") and provide alternative access for the Homeowners to access their garage(s) during the construction period. Nothing contained herein shall be interpreted to suggest that the fence must surround the entire De-annexed Land, but only those areas under active construction.
- (v) The Developer will obtain and pay for general liability insurance in relation to the construction site during the construction period, and will agree to indemnify, hold-harmless, and defend the Homeowners if the Homeowners are brought-into any formal or informal legal action associated with an occurrence on, at, or within the construction site during the construction period, and will pay for all legal fees and costs incurred by the Homeowners related to any such formal or informal legal action. The construction period shall be deemed completed by no later than the time that certificates of occupancy are issued for the new community on the de-annexed De-annexed Land. However, nothing in this Agreement shall be interpreted to require the Developer to build on the adjacent lots or to build a new community. Nevertheless, the Developer intends to do so, but anything to the contrary in this Agreement notwithstanding, the Developer is not binding itself to construction by any specific date in the future, nor is it agreeing to build any specific type of community, although at this time, townhomes are contemplated.
- (vi) The Developer will remove two (2) Gumbo Limbo trees located in the Hammon Park Community, which Sigler will point-out to the Developer. The Developer will accomplish same by cutting the trees down, grinding the stumps and roots, and placing sod over the areas where the trees previously existed. Should either one of the trees resprout/regrow after they are removed, either in the same area or in a



different area, further efforts to remove any such regrowth shall be the responsibility of the Association and not the Developer. In the limited circumstance in which one or both of the Gumbo Limbo trees fall(s) on top of any structure(s) located within the Amended Hammon Park Community during the removal process, Developer will be liable for, and will repair, any resulting damage(s) at Developer's sole expense. Developer shall not be liable nor responsible for repairing any damage to the Amended Hammon Park Community resulting from the removal of the two (2) Gumbo Limbo trees that is not the direct result of one or both of the trees falling on top of a structure located within the Amended Hammon Park Community.

- (vii) As set forth on more detail in Section 2(c) above, if a gate is built, then the Developer shall maintain it in perpetuity. The Developer will repair all of the outdoor broken lights located on the land described in the Amended Hammon Park Community one (1) time within one hundred eighty two (182) days of the Effective Date, absent an act of force majeure, in which case the deadline will be extended to a date when the repairs become feasible. However, following such repair, the Association shall maintain all property that remains in the Amended Hammon Park Community.
- (viii) The Developer and the Developer's successors, including any successor Association to the De-annexed Land, if any, will maintain, in perpetuity, all roads that currently exist on the land described in the Amended Hammon Park Community, as well as all roads that will be built in the future on the Amended Hammon Park Community. In addition to the access easements attached to this Agreement, both Parties are hereby granted mutual easements over each other's properties for the purpose performing their responsibilities and/or exercising their rights pursuant to this Agreement. In the event the Developer creates a new community on the De-annexed Land that requires the recording of new governing documents, the declaration of covenants and other governing documents for the new association that may be developed by the Developer on the De-annexed Land, if any, shall contain language reflecting the obligations and responsibilities of the Developer and such new association reflected in this Agreement.
- (ix) The Developer will paint the exteriors of the Homeowners' units within one hundred eighty-two (182) days after completion of the construction of the Developer's new townhome community, absent an act of force majeure, in which case the deadline will be extended to a date when painting becomes feasible. However, following same, the Association shall maintain all property that remains in the Amended Hammon Park Community, and without limitation, be required to maintain, repair and replace paint going forward. If the Developer has not initiated construction within one (1) year of the Effective Date, the Developer

will paint the exteriors of the Homeowners' units by no later than April 1, 2022, absent an act of force majeure, in which case the deadline will be extended to a date when the repairs become feasible.

- (x) The Developer will make a one-time payment to the Homeowners in the amount of Five Thousand Dollars (\$5,000.00) to hold in their reserves within the latter of ninety (90) days from the date when the Court enters an Agreed Final Judgment on the Declaratory Action, and/or the Parties sign a joint dismissal with prejudice of the pending Declaratory Action. The payment is to be made payable to "The Law Office of Ryan S. Shipp, PLLC Trust Account" for the benefit of the Association.

3. **Authority.** Under Florida Rule of Civil Procedure 1.221, after Turnover / Transition of Association Control pursuant to §720.307 of the Florida Statutes, ("Turnover"), the Association has the power to enter into agreements regarding matters of common interest that bind all owners in the Hammon Park Community. It is expressly contemplated that, as a condition of the Developer's obligations to make certain repairs and maintenance, or to perform any other obligations pursuant to this Agreement, including, but not limited to the reserve contribution set forth above, immediately following Turnover, the newly constituted unit owner association will meet and ratify this Agreement within thirty (30) days following the Turnover. Further, and without limitation, the Judge in the Declaratory Action will sign off on an Agreed Final Judgment providing that the newly constituted unit owner Association Board has the settlement authority to enter into this Agreement. Further, within ten (10) days of the ratification meeting, the Developer shall be provided proof of the ratification in the form of board minutes.

Without limitation, the Parties agree that this Agreement shall constitute a covenant running with the land, as well as an Order quieting title to the De-annexed Land in favor of the Developer (subject to the easement and shared use rights set forth above), and an Order quieting title to the Amended Hammon Park Community in favor of the Association, and this Agreement shall be recorded in the Public Records of Palm Beach County Florida, and shall also become attached to the amendment referenced above de-annexing the De-annexed Land. Therefore, without limitation, it shall bind the Parties hereto, as well as all successors and assigns of the property currently owned by the Parties or controlled by the Association.

The Parties also agree that this Agreement shall be submitted to the Court for entry of a Final Order ratifying and adopting this Agreement and directing each of the Parties to comply herewith. In the unlikely event that the Judge does not execute the Final Order, the proposed Final Order will be abandoned, the Parties will file a joint stipulation for dismissal with prejudice, and this Agreement shall constitute a binding covenant that runs with the land against all parcels that are or were subject to the Original Governing Documents.

4. **Miscellaneous Provisions:**

- (a) **Severability and "Blue Pencil"**. Should any portion of any term or provision of this Agreement or the application thereof be deemed by a court to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect, unless the court determines, in its discretion, that the Parties would not have executed this Agreement if they knew at the outset that the particular provision would be so invalidated. Additionally, the court is permitted to reform this Agreement to reflect the intent of the Parties by enforcing the portion of any term or provision of this Agreement that is invalidated or unenforceable to the fullest extent permitted by law, even if doing so would change the language actually used by the Parties, so long as the court concludes that the Parties would likely have agreed to such language if they knew at the outset that the court would invalidate or refuse to enforce the language as written.
- (b) **Disputes**. Should any dispute or lawsuit arise in relation to the terms of this Agreement, or the relationship or rights of the Parties to this Agreement, the prevailing party shall be entitled to all attorneys' fees and costs at all lower court and appellate levels.
- (c) **No Encumbrance Affirmation**: Developer hereby represents and affirms that there are no existing loans, mortgages, or other financial encumbrances impacting the Amended Hammon Park Community. To the extent Developer decides to apply for any future loans or to incur any future financial obligations, Developer will not encumber any of the land that comprises the Amended Hammon Park Community as collateral for any such future loan(s) or financial obligation(s), but will only encumber the De-annexed land described in Exhibit "A" to this Agreement as collateral for any such future loan(s) or financial obligation(s).
- (d) **Notice**. All notices and documents that are required or permitted to be transmitted pursuant to this Agreement shall be in writing and shall be served on the Parties at the addresses set forth below. The delivery of any such notice(s) and/or document(s) shall be sent by overnight delivery using a nationally recognized overnight courier service, including, but not limited to, FedEx, DHL, or the United States Postal Service. Alternatively, any such notice(s) or document(s) may be personally delivered by any individual courier, but shall not be deemed so delivered unless the party to whom it is delivered executes a document evidencing receipt of such delivery. Notices and documents shall be addressed or sent to the addresses below:

**To Association:**

Hammon Park Homeowners Association, Inc.  
Attention: Jorge Sigler  
310 N. Dixie Hwy, Unit #104  
Lake Worth, FL 33460

With a copy to: Ryan S. Shipp, Esq.  
814 Lantana Road, Suite #1

Lantana, Florida 33462  
ryan@shipplawoffice.com

**To Developer:**

Hammon Park on the Ave, LLC  
933 S Congress Ave,  
Delray Beach, FL 33445

With a copy to: Stuart Zoberg, Esq.  
2295 NW Corporate Blvd #140  
Boca Raton, Florida 33433

Each of the Parties may designate another addressee or change their address related to the sending of required or permitted notices and other communications or documents by sending written notice of the change to the other party in the manner provided above.

- (e) **Effective Date/Recording and Enforceability.** This Agreement is executed on the date set forth below and shall become effective on January 8, 2021. The Parties' rights and obligations set forth herein shall only fully vest after all of the obligations set forth in Paragraph 2 are complied with. Notwithstanding any provision to the contrary contained within this Agreement, the remedy for breach in the event of a default is a court order directing compliance, and prevailing party attorneys' fees and any monetary damages, if any.

Similarly, the covenants set forth herein are independent obligations and shall survive regardless of breach (however material) of any party hereto, with the remedy being enforcement and damages including, but not limited to, attorneys' fees. Without limitation, all Parties are obligated to comply with each independent covenant without regard to the other Party's breach. Similarly, the Parties agree that Florida's common law "first breach" or "prior breach" doctrine shall not be applied. Therefore, and without limitation, if all requirements contained in Paragraph 2 above have not been completed by April 1, 2022 either party may bring an action for an injunction and/or specific performance to enforce the terms of this Agreement, but may NOT bring an action to rescind or otherwise repudiate this Agreement. Similarly, each Party acknowledges that this Agreement contains covenants affecting real property that run with the land, and a breach or threatened breach of any such provision would cause irreparable harm to the Parties for which there is no adequate remedy at law.

In the event of any breach or threatened breach of any provision or covenant in this Agreement, each Party shall have the right to seek specific performance and/or injunctive relief which shall include the right to seek temporary injunctive relief; and should the court determine such relief is appropriate, the Party against whom the temporary injunction is entered waives any requirement that the other

Party post a bond, if any. Nothing contained herein shall be construed to limit either Party's other enforcement remedies specifically provided herein or otherwise available in accordance with applicable law, except the agreement above to dispense with the Florida common law rules of "prior breach" or "first breach."

To ensure the Agreement's continuing viability, any party may re-record this Agreement and either preserve or revitalize it in the same manner as may be provided by Chapters 712 or 720 of the Florida Statutes, as they may be amended from time to time, but only if such future amendments render it easier or less burdensome for either party to preserve or revitalize this Agreement. Otherwise, the Parties may preserve the covenants set forth herein in accordance with the procedures now set forth in Chapter 712 and 720 of the Florida Statutes as they exist on the date hereof. Nothing contained herein shall be interpreted to prevent the Parties from preserving this Agreement, in their discretion, pursuant to applicable law at the time of such preservation.

- (f) **Opportunity to cure.** Notwithstanding anything else contained above, no legal action concerning the subject matter hereof or motion to enforce this Agreement, or any legal action whatsoever between the Parties hereto, may be commenced or filed unless the non-defaulting Party complies with the following condition precedent; to wit: if either Party defaults in the performance of any of its obligations under this Agreement, the other Party must send written notice demanding that such default be cured within thirty (30) days after the receipt of written notice by the non-defaulting Party, unless the default cannot be reasonably cured within such thirty (30) day period, in which case the defaulting Party shall only be required to commence to cure within such thirty (30) day period and thereafter diligently attempt to cure. Notwithstanding the foregoing, only one (1) default notice with an opportunity to cure is necessary for any breach or subsequent similar breach, in any one (1) year period regardless of whether the original breach is cured or not. Without limitation, if a breach or similar breach was already the subject of a previous default notice during the prior twelve months and an opportunity to cure was provided as set forth above, and such breach or similar breach occurs or re-occurs, the non-defaulting Party may immediately file a motion to enforce the settlement, or take any other legal or other action contemplated herein, without further written notice or warning to the defaulting Party.
- (g) **Governing Law, Jurisdiction and Venue.** This Agreement and all transactions relating to this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida, without regard to principles of conflicts of laws. The Parties hereby acknowledge that a substantial portion of the negotiations, anticipated performance, and execution of this Agreement occurred in Palm Beach County, Florida. Any permitted civil action or legal proceeding with respect to this Agreement or between the Parties hereto which in any way relates to this Agreement (or which is between the Parties hereto) shall be brought exclusively in the state court (15<sup>th</sup> Judicial Circuit) in Palm Beach

County, to the exclusion of all other venues. Each Party consents to the jurisdiction of the Palm Beach County Circuit or County Court, as appropriate, and waives venue in all other courts (including, but not limited to, waiving venue in the Southern District of Florida Federal Courts).

- (h) **Modification and Changes.** This Agreement cannot be changed or modified except by subsequent agreement in writing that is signed by all the Parties.
- (i) **Headings and Section References.** The section and paragraph headings contained herein are for convenience of reference only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement. Moreover, the court shall not use the section or paragraph headings to in any way construe the terms of this Agreement.
- (j) **Waiver of Jury Trial.** **THE PARTIES HERETO WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR IN ANY WAY RELATED, DIRECTLY OR INDIRECTLY, TO THIS AGREEMENT. THIS WAIVER IS INTENDED TO BE THE BROADEST PERMITTED BY LAW AND WAIVES A JURY TRIAL IN ALL ACTIONS WHATSOEVER BETWEEN THE PARTIES HERETO WHERE THIS AGREEMENT IS RELEVANT EVIDENCE BEFORE THE COURT.**
- (k) **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original for all purposes.
- (l) **No Waiver.** The language of this Agreement shall strictly govern the rights of the Parties hereto in the future without regard to any course of dealings of the Parties or the failure of either Party to insist on strict compliance with any provision hereof. Similarly, the failure to insist on strict compliance with any provision hereof will not constitute a waiver or relinquishment of the rights of the Parties herein, and it is explicitly stated herein that this “no waiver provision” may not be waived through course of dealing, but only by written agreement of the Parties in the future.
- (m) **Interpretation and Rules of Construction.** The Parties acknowledge and agree that each Party has reviewed this Agreement, which is a joint work product of the Parties, and that any ambiguity contained in this Agreement shall not be construed more strictly against either Party. Further, the contents of this Agreement shall be ratified and adopted by the Court, and any ambiguity shall not be more strictly interpreted against either Party.
- (n) **Termination of Prior Agreements and Covenants.** This Agreement represents the entire agreement between the Parties with respect to the subject matter hereof, and shall serve as a mutual agreement, in writing, by them to terminate any pre-existing agreement(s) or covenant(s) entered into by them, or which they were bound to prior to the date hereof, with respect to the same or similar subject

matter. Without limitation, this Agreement supersedes all prior negotiations and agreements between the Parties, whether oral or written, as to any matter that relates in any way to the subject matter hereof, and all prior agreements and negotiations between the Parties hereto shall be terminated effective immediately upon the recording of this Agreement. Similarly, except for documents and instruments attached hereto or referenced herein, this Agreement constitutes the entire agreement between the Parties and all prior communications verbal or written between the Parties shall be of no further effect or evidentiary value. Similarly, future oral modifications shall not be permitted, and similarly, the future course of dealings between the Parties shall not be used to interpret or vary the terms of this Agreement. Without limitation, this Agreement may be amended or modified only by a written agreement signed by all parties.

(o) In addition to the signatures of the Parties to this agreement, the individual signing below on behalf of the Homeowners (Jorge Sigler) is the anticipated President of the newly constituted Homeowner controlled Amended Hammon Park Association upon the Effective Date. Therefore, he is not signing in his individual capacity, but as the anticipated successor president to the Homeowner controlled Association. Regardless, all negotiations were arm's length, even though at the time this Agreement was drafted, the Association officers were agents of the current Developer Entity because Jorge Siegler (future Association president) and The Law Office of Ryan S. Shipp, PLLC (counsel for the Homeowner controlled Association on Turnover) negotiated this Agreement at arm's length with the Developer. Similarly, while Developer's consent was necessary to finalize this Agreement, the Agreement was negotiated and finalized by Shir Law Group on behalf of the Developer and The Law Office of Ryan S. Shipp, PLLC on behalf of the newly constituted Homeowner controlled Amended Hammon Park Association. Without limitation, The Law Office of Ryan S. Shipp, PLLC was hired by a group of Homeowners who anticipated operating and taking control of the Association, and The Law Office of Ryan S. Shipp, PLLC sent the original demand to the Developer on various points of dispute. Therefore, The Law Office of Ryan S. Shipp, PLLC was looking out solely for the interest of the Homeowners other than the Developer, and the anticipated newly constituted Homeowner controlled Amended Hammon Park Association. Further, The Law Office of Ryan S. Shipp, PLLC has no relationship whatsoever to the current Developer, and this Agreement resolves all of the Parties' disputes through Arm's length negotiation and is anticipated to be signed-off on by the signatures of those signing below, and also by a Judge.

(p) **Mutual Releases.** Hammon Park Homeowners Association and the Developer hereby mutually and forever remise, release, acquit, satisfy, and forever discharge each other and all of their subsidiaries, affiliates, officers, directors, members, managers, owners, heirs, predecessors, successors, assigns, and employees, agents, attorneys, legal representatives, and insurers, from any and all manner of actions, cause and causes of action, lawsuits, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions,

claims and/or demands whatsoever, in law or in equity, which either party ever had, now has, or which any successor or assign of either party, hereinafter can, shall or may have, against either party, for, upon, or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of these present except for the obligations set forth in this Agreement.

**[SIGNATURES ON THE FOLLOWING PAGE]**



IN WITNESS WHEREOF, the Parties have executed these presents the date and year first above written.

**HAMMON PARK HOMEOWNERS ASSOCIATION, INC.**

Signed, sealed and delivered in the presence of: Signature: \_\_\_\_\_

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

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

Witness: \_\_\_\_\_  
Date: \_\_\_\_\_

**HAMMON PARK ON THE AVE, LLC**

Signed, sealed and delivered in the presence of: Signature: \_\_\_\_\_

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

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

Witness: \_\_\_\_\_  
Date: \_\_\_\_\_

**JORGE SIGLER (on behalf of the Amended Hammon Park Association)**

Signed, sealed and delivered in the presence of: Signature: \_\_\_\_\_

Witness: *[Signature]*  
Print Name: *Jorge Sigler*

Witness: *[Signature]*  
Title: *Resident*

Witness: *[Signature]*  
Date: *01/08/2021*

Witness: *Asaad Farhouny*

[NOTARY BLOCKS ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed these presents the date and year first above written.

HAMMON PARK HOMEOWNERS ASSOCIATION, INC.

Signed, sealed and delivered in the presence of:

Signature: [Signature]

Print Name: MATTER HANNA

Witness: [Signature]  
Gerald Schilian

Title: PRESIDENT

Witness: [Signature]  
Deborah Watarz

Date: 1/13/21

HAMMON PARK ON THE AVE, LLC

Signed, sealed and delivered in the presence of:

Signature: [Signature]

Print Name: MATTER HANNA

Witness: [Signature]  
Gerald Schilian

Title: MANAGER

Witness: [Signature]  
Deborah Watarz

Date: 1/13/21

JORGE SIGLER (on behalf of the Amended Hammon Park Association)

Signed, sealed and delivered in the presence of:

Signature: \_\_\_\_\_

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

Witness: \_\_\_\_\_  
\_\_\_\_\_

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

Witness: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

[NOTARY BLOCKS ON THE FOLLOWING PAGE]

STATE OF FLORIDA :  
: SS  
COUNTY OF \_\_\_\_\_ :

The foregoing instrument was acknowledged before me by means of 7physical presence or 7online notarization this \_\_\_\_\_ day of \_\_\_\_\_ 2021, by \_\_\_\_\_, as the \_\_\_\_\_ of Hammon Park Homeowners Association, Inc., who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

Notary Seal:

\_\_\_\_\_  
NOTARY PUBLIC PRINTED NAME  
My Commission Expires:

STATE OF FLORIDA :  
: SS  
COUNTY OF \_\_\_\_\_ :

The foregoing instrument was acknowledged before me by means of 7physical presence or 7online notarization this \_\_\_\_\_ day of \_\_\_\_\_ 2021, by \_\_\_\_\_, as the \_\_\_\_\_ of Hammon Park on the Ave, LLC, who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

Notary Seal:

\_\_\_\_\_  
NOTARY PUBLIC PRINTED NAME  
My Commission Expires:

STATE OF FLORIDA :  
: SS  
COUNTY OF Palm Beach :

The foregoing instrument was acknowledged before me by means of 7physical presence or 7online notarization this 8th day of January 2021, by Jorge Sigler, as the Homeowners' Representative and as the anticipated future president of the Amended Hammon Park Association, who is personally known to me or who has produced LIHC as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

Notary Seal:

\_\_\_\_\_  
NOTARY PUBLIC PRINTED NAME  
My Commission Expires:



RYAN SHIPP  
Commission # GG 258538  
Expires October 24, 2022  
Bonded Through Budget Notary Services

STATE OF FLORIDA :  
COUNTY OF Palm Beach : SS

The foregoing instrument was acknowledged before me by means of • physical presence or  
• online notarization this 13 day of January 2021, by Maheer Hanna,  
as the President of Hammon Park Homeowners Association, Inc., who is personally known to me  
or who has produced \_\_\_\_\_ as identification.

Deborah Watarz  
NOTARY PUBLIC, STATE OF FLORIDA

Notary Seal:

NOTARY PUBLIC PRINTED NAME

My Commission Expires:



DEBORAH A. WATARZ  
Commission # GG 165275  
Expires February 20, 2022  
Bonded Thru Budget Notary Services

STATE OF FLORIDA :  
COUNTY OF Palm Beach : SS

The foregoing instrument was acknowledged before me by means of • physical presence or  
• online notarization this 13 day of January 2021, by Maheer Hanna,  
as the Manager of Hammon Park on the Ave, LLC, who is personally known to me or who has  
produced \_\_\_\_\_ as identification.

Deborah Watarz  
NOTARY PUBLIC, STATE OF FLORIDA

Notary Seal:

NOTARY PUBLIC PRINTED NAME

My Commission Expires:



DEBORAH A. WATARZ  
Commission # GG 165275  
Expires February 20, 2022  
Bonded Thru Budget Notary Services

STATE OF FLORIDA :  
COUNTY OF \_\_\_\_\_ : SS

The foregoing instrument was acknowledged before me by means of • physical presence or  
• online notarization this \_\_\_\_\_ day of \_\_\_\_\_ 2021, by Jorge Sigler, as the Homeowners'  
Representative and as the anticipated future president of the Amended Hammon Park Association, who is  
personally known to me or who has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

Notary Seal:

NOTARY PUBLIC PRINTED NAME

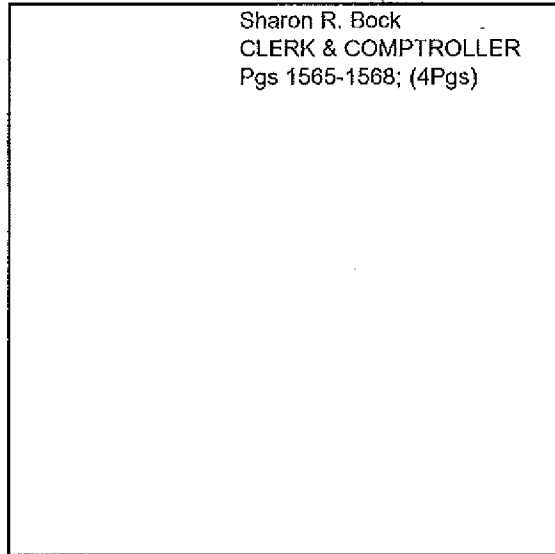
My Commission Expires:

Prepared by and after recording return  
by mail to:

Denis A. Cohrs, Esquire  
The Cohrs Law Group, P.A.  
3841 Executive Drive, Suite 120  
Clearwater, FL 33762

Total Consideration Paid:  
\$1,200,000.00

Documentary Stamp Taxes:  
\$8,400.00



SPACE ABOVE FOR RECORDING DATA

**SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED is made this 22<sup>nd</sup> day of March, 2019, by **Hammon Park Partners, LLC**, a Florida limited liability company (hereinafter called the "Grantor"), whose mailing address is 8192 Valhalla Dr Delray, Beach, FL 33446, to **Hammon Park on the Ave, LLC**, a Florida limited liability company, whose mailing address is 1181 S. Rogers Circle, Unit 28, Boca Raton, FL 33487 (hereinafter called the "Grantee").

**WITNESSETH**, that the Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, convey and confirm unto the Grantee and its successors, all of the Grantor's right, title and interest in and to that certain land situate in Palm Beach County, Florida, described as follows:

**Legal Description set forth in Exhibit A attached hereto and made a part hereof.**

**TOGETHER** with all structures and improvements located thereon, all rights for the development or exploitation thereof, all mineral and air rights below and above the surface related thereto, and all of the rights, privileges, easements, tenements, hereditaments and appurtenances thereto belonging or in any way appertaining (hereinafter together with the land collectively the "Property").

EXHIBIT 'A'

**SPECIAL WARRANTY DEED**

SPACE ABOVE FOR RECORDING DATA

This is Not a Valid Copy

**SUBJECT TO** the following:

1. Property taxes for the year 2019 and all subsequent years.
2. Covenants, conditions, restrictions, and public utility easements of record, together with all zoning and governmental regulations and approvals currently in effect as of the date hereof.

**TO HAVE AND TO HOLD**, the same in fee simple forever.

**AND** the Grantor hereby covenants with said Grantee; that the Grantor is lawfully seized of the Property in fee simple; that the Grantor has good right and lawful authority to sell and convey the Property; that the Grantor fully warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever claiming by, through or under the Grantor.

*[This Space Intentionally Left Blank]*

*[Signature Page Follows]*

SPECIAL WARRANTY DEED



SPACE ABOVE FOR RECORDING DATA

This is Not a Valid Copy

[Signature Page]

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed the day and year first above written.

Signed, sealed and delivered in the presence of:

Hammon Park Partners, LLC, a Florida limited liability company

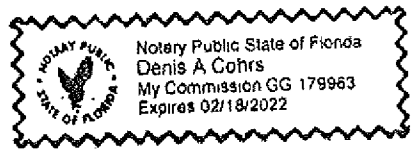
By: [Signature]  
Troy C. White, Managing Member

[Signature]  
(Signature of Witness #1)  
STEPHEN LEVY  
(Print Name of Witness #1)  
[Signature]  
(Signature of Witness #2)  
Kathryn Levy  
(Print Name of Witness #2)

STATE OF FLORIDA )  
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 22 day of March, 2019, by Troy C. White, as the managing member of Hammon Park Partners, LLC, a Florida limited liability company, who  is personally known to me or  has produced \_\_\_\_\_ as identification and did take an oath.

[NOTARIAL SEAL]



[Signature]  
(Notary Signature)  
\_\_\_\_\_  
(Print Notary Name)  
Notary Public for State of Florida  
My Commission Expires: \_\_\_\_\_

EXHIBIT A  
TO  
SPECIAL WARRANTY DEED

LEGAL DESCRIPTION

Lots 79 through 103, inclusive, and Tract "B", Hammon Park, according to the Plat thereof, as recorded in Plat Book 109, Page 126, Public Records of Palm Beach County, Florida.

This is not a certified copy



## EASEMENT AGREEMENT

**THIS EASEMENT AGREEMENT** is made and entered into as of January 8, 2021, by and between Hammon Park on the Ave, LLC (the "Developer") and Hammon Park Homeowner's Association, Inc. (the "Association").

### RECITALS

- A. The Declaration of Covenants, Restrictions and Easements for the Association was recorded on March 23, 2007 in Palm Beach County Official Records Book 21549, Page 209, creating the Hammon Park Community (the "Community") and the Association;
- B. The Developer is the owner of the land previously described as lots 79 through 103, inclusive and Tract B of the Plat of HAMMON PARK, as recorded in Plat Book 109, Page 126 which property has been replatted as the Plat of AVIARA ON THE AVE, as recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_, both of the Public Records of Palm Beach County, Florida (the "Aviara Property") a copy of the Plat of AVIARA ON THE AVE is attached hereto as Exhibit A;
- C. Pursuant to the Agreement for De-Annexation and Maintenance between the Developer and the Association recorded on January \_\_\_\_, 2021 in Palm Beach County Official Records Book \_\_\_\_\_, Page \_\_\_\_\_, (the "De-Annexation Agreement") only Lots 73 through 78 inclusive and Lots 104 through 110 inclusive as described in the said Plat of HAMMON PARK, recorded in Palm Beach County Plat Book 109, Page 129 and consisting of 13 townhouse units remain in the Community (the "Amended Hammon Park Community");
- D. The Developer requires an easement over the land contained in the Amended Hammon Park Community to perform certain construction, repair and maintenance services as provided in the De-Annexation Agreement;
- E. The Association, its members, their guests, vendors and invitees require an easement over the Aviara Property for ingress, egress, access, utility services and emergency services;

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. The Association hereby grants and conveys to the Developer, its successors and assigns, a perpetual, non-exclusive easement and right of way, over, upon, under, through and across the land of the Amended Hammon Park Community, for the purpose of carrying out each and every agreement and obligation of the Developer set forth in the De-Annexation Agreement for the maintenance, construction and repair of elements on the said land and for such other purposes as the Parties may, from time to time, agree. Notwithstanding the above, it is understood and agreed that the 8' utility easement running directly adjacent to Lots 104 & 105 of the Amended

EXHIBIT 'B'

Hammon Park Community (the "Utility Easement"), as outlined and reflected in Exhibit A, shall remain part of the Amended Hammon Park Community, and Developer shall not exercise any control over the Utility Easement or the land over which the Utility Easement runs.

2. The Developer hereby grants and conveys to the Association, its members, their guests, vendors, invitees and their successors and assigns, a perpetual, non-exclusive easement and right of way, over, upon, under, through and across such elements of the Aviara Property as are dedicated by the Plat of AVIARA ON THE AVE as Utility Easements, Access Easements and Sidewalk Easements for ingress, egress, access, utility services and emergency services.

3. The easements granted herein shall be deemed perpetual and shall run with the land.

IN WITNESS WHEREOF, the parties have set their hands on the date first above written.

Hammon Park on the Ave, LLC

Hammon Park Homeowner's Association, Inc.

BY: \_\_\_\_\_  
Maher Hanna, Manager

BY: \_\_\_\_\_

State of Florida;  
County of Palm Beach

The foregoing instrument was acknowledged before me, in my physical presence, by Maher Hanna, the Manager of Hammon Park on the Ave, LLC, who is [ ] personally known to me or who [ ] produced \_\_\_\_\_ as identification this January \_\_, 2021.

SEAL

\_\_\_\_\_  
Notary Public, State of Florida  
My Commission Expires:

State of Florida;  
County of Palm Beach

The foregoing instrument was acknowledged before me, in my physical presence, by \_\_\_\_\_, the \_\_\_\_\_ of Hammon Park Homeowner's Association, Inc., who is [ ] personally known to me or who [ ] produced \_\_\_\_\_ as identification this January \_\_, 2021.

SEAL

\_\_\_\_\_  
Notary Public, State of Florida  
My Commission Expires:





IN THE CIRCUIT COURT OF THE 15<sup>TH</sup>  
JUDICIAL CIRCUIT IN AND FOR  
PALM BEACH COUNTY, FLORIDA

HAMMON PARK ON THE AVE, LLC  
Plaintiff,

Case No:

v.

HAMMON PARK HOMEOWNER'S  
ASSOCIATION, INC.  
Defendant.

CONSENT FINAL JUDGMENT/AGREED FINAL ORDER AND ORDER DIRECTING  
CLERK TO CLOSE CASE

THIS CAUSE having come before the Court by agreement and on stipulation of the Defendant, HAMMON PARK ON THE AVE, LLC (the "Plaintiff"), and HAMMON PARK HOMEOWNER'S ASSOCIATION, (the "Defendant") and the Court having reviewed the file, and being otherwise apprised, it is hereby ORDERED AND ADJUDGED AS FOLLOWS:

1. The Association is the proper party, as it is the owner's representatives, and will be controlled by the owners pursuant to the settlement agreement referenced below.
2. The agreement between Plaintiff and Defendant (collectively referred to as "Parties") on behalf of all owners in the Community for full and final settlement of the instant action has been provided to the Court, and the Court has reviewed same, deemed it to be fair and reasonable, and the Court adopts the settlement agreement between the Parties dated January 8, 2021 as the Order of the Court, and all Parties are directed to comply with the settlement agreement.
3. Without limitation, the Plaintiff shall be entitled to de-annex on the conditions set forth in the Agreement.
4. This case shall be administratively closed by the clerk and is dismissed due to the stipulation of the Parties.

EXHIBIT 'C'

5. However this Court reserves jurisdiction to enforce the terms of the settlement agreement, which all parties are directed to comply with, including but not limited to the Unit owners governed by the Defendant.

6. DONE AND ORDERED in Palm Beach County, Florida, this \_\_\_ day of \_\_\_\_\_ 2020.

---

Circuit Court Judge

Conformed Copies to:  
All Counsel of Record

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** November 2, 2021

**DEPARTMENT:** Community Sustainability &  
CRA

**TITLE:**

Interlocal Agreement with Lake Worth Beach Community Redevelopment Agency to cover costs for Downtown Property Public Outreach and Master Plan Development

**SUMMARY:**

Proposed interlocal agreement with the Lake Worth Beach Community Redevelopment Agency (CRA) to cover the costs of the Treasure Coast Regional Planning Council (TCRPC) to undertake downtown property owner outreach and master plan development study for the City owned properties along South M, South L and South K Streets.

**BACKGROUND AND JUSTIFICATION:**

Over the course of the past three years, the City and CRA have collaborated on acquiring several sites in the downtown area, proposing them for redevelopment and additional parking. All of the lots are located within the City's downtown historic district and several include contributing structures. In total, 14 parcels and 9 structures are involved.

At its meeting of October 5, 2021, the City Commission approved an Interlocal Agreement with the TCRPC to undertake a master plan study and property owner outreach for the downtown area. The Scope of Services is provided here as well as the formal signed Interlocal Agreement. The CRA agreed to provide the funding in the amount of \$109,000 to cover the cost of the TCRPC's activities. Provided here is the Interlocal Agreement facilitating the formal relationship between the City and the CRA for the provision of the funding necessary for the proposed project.

All funding for the proposed work will be provided by the CRA.

**MOTION:**

Move to approve/disapprove the Interlocal Agreement with the CRA to provide the funding for the TCRPC to undertake property public outreach and a master plan development study.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Interlocal agreement CRA  
Interlocal agreement TCRPC  
Scope of Services  
CRA Memo





**INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF LAKE WORTH BEACH AND THE  
LAKE WORTH BEACH COMMUNITY REDEVELOPMENT AGENCY  
FOR FUNDING OF PLANNING SERVICES**

**THIS INTERLOCAL AGREEMENT FOR FUNDING OF PLANNING SERVICES (“AGREEMENT”)** is made this \_\_\_ day of \_\_\_\_\_, 2021, by and between the **CITY OF LAKE WORTH BEACH**, a Florida municipal corporation, (hereinafter referred to as “**CITY**”), and the **LAKE WORTH BEACH COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic, duly created and operated pursuant to Chapter 163, Florida Statutes (hereinafter referred to as the “**LWBCRA**”).

**WITNESSETH:**

**WHEREAS**, the **CITY** is a municipal corporation organized and existing under the constitution and laws of the State of Florida; and

**WHEREAS**, Chapter 163, Florida Statutes, provides for the creation of community redevelopment agencies as separate but dependent governments of the municipalities that create community redevelopment agencies; and

**WHEREAS**, the **LWBCRA** is a Community Redevelopment Agency established by the **CITY**, pursuant to Part III, Chapter 163, Florida Statutes, to provide for redevelopment of blighted areas within the **LWBCRA** Community Redevelopment Area; and

**WHEREAS**, the **LWBCRA** assembled real property in the area of L and M Streets, south of Lake Avenue, within the City of Lake Worth Beach (the “**Property**”), and the **CITY** and the **LWBCRA** desire to have the Treasure Coast Regional Planning Council (“**TCRPC**”) perform an analysis of the land assemblage to include public outreach, a virtual public workshop, design concepts, and planning-level pro-formas to assist in the preparation of a Request for Proposals to be issued by the **LWBCRA** for the development of the **Property**, all in the best interest of the resident and businesses of the **CITY**; and

**WHEREAS**, the **CITY** requested, and the **LWBCRA** has agreed to fund the Scope of Services to be performed by the **TCRPC**, in accordance with the Interlocal Agreement between the **CITY** and the **TCRPC**, which is attached hereto as Exhibit “A,” (the “**TCRPC Agreement**”); and

**WHEREAS**, this Agreement and the funding provided by the **LWBCRA** to the **CITY** pursuant to the Agreement complies with the provisions of Part III, Chapter 163, Florida Statutes, is consistent with the Community Redevelopment Plan, and serves both a municipal and public purpose.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

1. The recitations set forth above are hereby incorporated herein by reference.
2. In consideration of the **CITY** contracting with the **TCRPC** for the Scope of

Services as provided in the TCRPC Agreement, the LWBCRA agrees to pay to the CITY a total amount not to exceed One Hundred Thousand Nine Hundred and 00/100 Dollars (\$100,900.00) pursuant to the Scope of Services and fee schedule as provided in the TCRPC Agreement. Payment shall be made by the LWBCRA to the CITY upon the receipt of an invoice from the CITY documenting the Project Milestones, and the payment amount, which shall be consistent with the Scope of Services performed by the TCRPC and the TCRPC Agreement. Upon receipt of the invoice, and any required documentation, the LWBCRA shall process payment, and provide the CITY with payment no later than thirty (30) days following receipt of the invoice.

3. **Continued Cooperation.** This Agreement assumes the close coordination and cooperation between the LWBCRA, the CITY, and the TCRPC staff, particularly regarding certain aspects of event planning, project milestone completion, financial administration, reporting and auditing, and administration and implementation of the TCRPC Agreement. Upon completion of the Scope of Services by the TCRPC, the CITY shall transfer to the LWBCRA copies of any documents, data, and information requested by the LWBCRA related to the services accomplished herein in order that the LWBCRA may prepare and issue the Request for Proposals for the development of the Property.

4. **Term and Termination.** This Agreement shall be in effect upon execution by the CITY and the LWBCRA, and shall remain in effect until the Scope of Services provided by the TCRPC are completed in a manner satisfactory to both the CITY and the LWBCRA.

5. **Public Records.** The CITY and LWBCRA shall comply with the requirements of Section 119.07, *et.seq.*, Fla.Stat., related to the handling of public records. The CITY and LWBCRA shall keep records and accounts which shall be available at all reasonable times for examination and audit by the LWBCRA which shall be kept for a period after the completion of all work to be performed pursuant to this Agreement, in compliance with The Florida Records Retention Schedule, as may be amended from-time to time.

7. **Sovereign Immunity.** Nothing contained in this Agreement shall be deemed to be a waiver of, or affect the rights, privileges, and immunities of the CITY or LWBCRA as set forth in Section 768.28, Fla.Stat.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

**CITY OF LAKE WORTH BEACH**

**ATTEST:**

By: \_\_\_\_\_  
Melissa Coyne, City Clerk

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

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

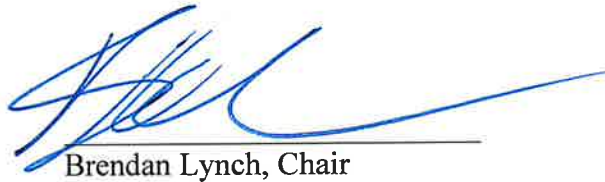
APPROVED FOR FINANCIAL  
SUFFICIENCY

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

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

**LAKE WORTH BEACH COMMUNITY  
REDEVELOPMENT AGENCY**

  
\_\_\_\_\_  
Joan Oliva, Executive Director

  
\_\_\_\_\_  
Brendan Lynch, Chair

Dated this \_\_\_\_ day of \_\_\_\_\_, 2021

**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF LAKE WORTH BEACH  
AND THE TREASURE COAST REGIONAL PLANNING COUNCIL  
FOR A MASTER PLAN AND WORKSHOP FOR DOWNTOWN SITES**

This Interlocal Agreement (herein referred to as “Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the **City of Lake Worth Beach** (herein referred to as “the City”) and the **Treasure Coast Regional Planning Council** (herein referred to as “Council”), each constituting a public agency as defined in Part I of Chapter 163, Florida Statutes. The City and/or the Council shall be referred to as either a “Party” or the “Parties” in this Agreement.

**WITNESSETH:**

**WHEREAS**, Section 163.01, Florida Statutes, known as the “Florida Interlocal Cooperation Act of 1969,” authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities and public agencies on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the need and development of local communities; and

**WHEREAS**, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into interlocal agreements with each other to exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

**WHEREAS**, the Council is permitted to provide services to the City as the Council is established by the State of Florida and considered a public agency in accordance with state law; and

**WHEREAS**, the City Commission for the City of Lake Worth Beach, Lake Worth Beach, Florida, has determined that an analysis of City and Lake Worth Beach Community Redevelopment Agency (“CRA”) land assemblages in downtown Lake Worth Beach, to include public outreach, a virtual public workshop, design concepts and planning-level pro-formas to assist the City in preparation of a Request for Proposals, to be in the best interests of the residents and businesses of Lake Worth Beach; and

**WHEREAS**, the City Commission and the Council desire to enter into this Agreement to facilitate planning activities related to the subject sites generally located along the south side of Lake Avenue between South K Street and South M Street as depicted in Attachment “C”.

**NOW THEREFORE**, in consideration of the mutual covenants, promises and representations herein, the Parties agree as follows:

**SECTION 1. PURPOSE**

- A. The purpose of this Agreement is to memorialize the terms under which the Council will assist the City with an analysis of potential redevelopment strategies, including public

outreach and a virtual public workshop, for City/CRA land assemblages in downtown Lake Worth Beach.

- B. The City and the Council agree to act in a spirit of mutual cooperation and good faith in the implementation of the Agreement and its purpose.

**SECTION 2. EFFECTIVE DATE**

This Agreement shall become effective upon its approval by the City Commission of the City of Lake Worth Beach on behalf of the City of Lake Worth Beach and the Executive Director of the Treasure Coast Regional Planning Council, the due execution thereof by the proper officer of the City of Lake Worth Beach and the Treasure Coast Regional Planning Council.

**SECTION 3. GENERAL TERMS AND CONDITIONS**

- A. This Agreement shall begin upon execution by both parties and shall end when the deliverables are complete as identified in the Anticipated Project Schedule contained in Attachment “B” unless terminated earlier in accordance with Section 5.
- B. The Council shall fully perform the obligations identified in the Scope of Services contained in Attachment “A” of this Agreement to the satisfaction of the City.
- C. The City and the Council agree to be governed by applicable State and Federal laws, rules, and regulations.
- D. Modifications of this Agreement may be requested by either party. Changes must be mutually agreed upon and are only valid when reduced to writing, duly signed by each party.
- E. The City agrees to:
  - 1. Assist in the development of documents necessary to conduct the analysis;
  - 2. Provide all necessary public notice as required by Florida Statutes;
  - 3. Provide venues for all public workshops and meetings; and
  - 4. Process all requests for reimbursement in a timely manner.

**SECTION 4. RECORD KEEPING**

- A. The Council shall retain all records related to this Agreement for a time period consistent with the State of Florida Public Records Retention Schedule, as may be amended from time to time.
- B. The Council shall allow access to its records during normal business hours and upon reasonable advance requests of the City, its employees and agents.

**SECTION 5. TERMINATION**

This Agreement may be terminated for convenience by either party on thirty (30) days written notice, or for cause if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within five (5) days of written notice and diligently complete the correction thereafter. The City shall be obligated to pay the Council for only its work completed up to the date of termination pursuant to this paragraph.

**SECTION 6. REMEDIES**

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to

every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**SECTION 7. INDEMNIFICATION**

Each party shall be liable for its own actions and negligence and, to the extent permitted by law, the Council shall indemnify, defend and hold harmless the City against any actions, claims or damages arising out of Council's negligence in connection with this Agreement, and the City shall indemnify, defend and hold harmless Council against any actions, claims, or damages arising out of the City's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity and shall be specifically limited by the amounts set forth in Section 768.28, Florida Statutes. Nothing in this Agreement shall be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

**SECTION 8. SEVERABILITY**

Should any provision of this Agreement be declared invalid or unenforceable by a court of competent jurisdiction, the same shall be deemed stricken here from and all other terms and conditions of this Agreement shall continue in full force and effect as if such invalid provision had never been made a part of the Agreement.

**SECTION 9. ENTIRETY OF AGREEMENT**

This Agreement represents the entire understanding between the parties. This Agreement may be modified and amended only by written instrument executed by the parties hereto in accordance with Section 3.

**SECTION 10. NOTICE AND CONTACT**

All notices provided under or pursuant to this Agreement shall be in writing, delivered either by hand, overnight express mail, or by first class, certified mail, return receipt requested, to the representatives identified below at the address set forth below:

**For the City:**

City of Lake Worth Beach  
Attn: City Manager  
7 North Dixie Highway  
Lake Worth Beach, FL 33460

**For the Council:**

Thomas J. Lanahan, Executive Director  
Treasure Coast Regional Planning Council  
421 SW Camden Avenue  
Stuart, FL 34994

**SECTION 11. FUNDING/CONSIDERATION**

- A. This is a fixed fee Agreement based on the Scope of Services as identified in Attachment “A”. As consideration for performance of work rendered under this Agreement, the City agrees to pay the Council a fixed fee not to exceed the fee schedule and allowances provided for in Attachment “A”, including travel, attendance at all required public meetings and workshops, out-of-pocket expenses (printing and reproduction costs), mail, couriers, and other costs related to the services provided.
- B. The satisfactory completion of deliverables by the Council, in accordance with general industry standards and best practices and submission of an invoice to the City, shall be considered the Council’s request for payment according to the project milestone schedule contained in Attachment “A”. The City shall pay the Council within thirty (30) days of receipt of an invoice.

**SECTION 12. CHOICE OF LAW; VENUE**

This Agreement shall be governed by the laws of the State of Florida. Venue for any action arising to enforce the terms of this Agreement shall be in Palm Beach County, Florida.

**SECTION 13. ATTORNEY’S FEES**

Any costs or expense (including reasonable attorney’s fees) associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective parties, however, this clause pertains only to the Parties to this Agreement.

**SECTION 14. DELEGATION OF DUTY**

Nothing contained herein shall deem to authorize the delegation of the constitutional or statutory duties of the officers of the City or the Council.

**SECTION 15. FILING**

This Agreement and any subsequent amendments thereto shall be filed with the Clerk of the Circuit Court of Palm Beach County pursuant to Section 163.01(11), Florida Statutes.

**SECTION 16. EQUAL OPPORTUNITY PROVISION**

The CRA and the Council agree that no person shall, on the grounds of race, color, ancestry, creed, religion, sex, national origin, political affiliation, disability, age, marital status, family status, pregnancy, sexual orientation, or gender identity be excluded from the benefits of, or be subject to any form of discrimination under, any activity carried out in the performance of the Agreement.

**SECTION 17. PUBLIC RECORDS**

In performing services pursuant to this Agreement, the Council shall comply with all applicable provisions of Chapter 119, Florida Statutes. As required by Section 119.0701, Florida Statutes, the Council shall:

- A. Keep and maintain public records required by the City to perform this service.
- B. Upon request from the City’s custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Council does not transfer the records to the City.
- D. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Council or keep and maintain public records required by the City to perform the services. If the Council transfers all public records to the City upon completion of the Agreement, the Council shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Council keeps and maintains public records upon completion of the Agreement, the Council shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

**IF THE COUNCIL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COUNCIL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK MELISSA COYNE, RECORDS CUSTODIAN FOR THE CITY, AT: (561) 586-1662; MCOYNE@LAKEWORTHBEACHFL.GOV; OR 7 N. DIXIE HIGHWAY, LAKE WORTH BEACH, FL 33460.**

**SECTION 18. FORCE MAJEURE**

Except as otherwise provided in this Agreement, neither party shall be deemed in default or in breach of this Agreement to the extent it is unable to perform due to an event of Force Majeure. For the purpose of this Agreement, Force Majeure shall mean and include any strike, lockout, civil commotion, war-like operation, natural disaster, invasion, rebellion, pandemic, military power, sabotage, government regulations or controls over which either party has no amendatory powers, inability to obtain any material, utilities, service or financing, through Acts of God or other cause beyond the reasonable control of the party.

**SECTION 19. ANNUAL APPROPRIATIONS**

Each party's performance and obligation to pay under this Agreement is contingent upon an annual budgetary appropriation by its respective governing body for each fiscal year and subject to any budgetary limitations imposed by law.

**SECTION 20. NO BENEFICIARIES**

There are no third party beneficiaries to this Agreement.

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



**IN WITNESS WHEREOF**, the parties have executed this Interlocal Agreement as of the date set forth above.

**City of Lake Worth Beach**

**ATTEST:**

By: \_\_\_\_\_  
Melissa Coyne, City Clerk

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

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL  
SUFFICIENCY

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

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

**Treasure Coast Regional Planning Council**

**ATTEST:**

By: \_\_\_\_\_  
Phyllis Castro  
Accounting Manager

By: \_\_\_\_\_  
Thomas J. Lanahan  
Executive Director

**Approved as to form:**

By: \_\_\_\_\_  
Keith W. Davis  
General Counsel

# ATTACHMENT A

## SCOPE OF SERVICES

### VIRTUAL PUBLIC WORKSHOP AND MASTER PLAN FOR DOWNTOWN CRA SITES CITY OF LAKE WORTH BEACH, FLORIDA

*OCTOBER 5, 2021*

#### **PROJECT DESCRIPTION:**

The City of Lake Worth Beach (City) seeks to engage the Treasure Coast Regional Planning Council (TCRPC) to solicit public input, analyze potential redevelopment strategies, generate planning-level development pro-formas, and provide recommendations to help develop a new Request for Proposals for two CRA-owned assemblages (identified in Attachment C) in downtown Lake Worth Beach. The City requests that TCRPC solicit input from the public on an appropriate scale, intensity, and use(s) for the redevelopment of the sites. The Scope of Services will include the following:

- Undertake due diligence research to assess land use, planning, and physical conditions in and around downtown Lake Worth Beach with particular attention given to the two subject CRA-owned assemblages:
  - Site 1: 1.67 acres south of Lake Avenue between S “L” Street and S “M” Street with approximately 125’ of frontage along Lake Avenue;
  - Site 2: .229 acres at the corner of S “K” Street and 1<sup>st</sup> Avenue South (this site might also include the city-owned parking lot immediately to the north however it must retain the public parking spaces).
- Conduct a structured series of public input activities, including stakeholder interviews (individual and in groups, not to exceed 20 interviews), up to two virtual public input sessions, and up to six virtual presentations/meetings with the City;
- Provide information and materials for the City to create an online presence for the project via either or both websites;
- Develop a series of redevelopment options for Sites 1 and 2 exploring varying densities and intensities), prepare planning-level financial analyses for each design scenario to assist the City in understanding the implications in pursuing any of the scenarios, and provide renderings and data and analysis; and

- Develop an implementation approach, including recommendations for achieving the desired development scenario(s), public and private parking strategies; the approach may include both development incentives and historic preservation strategies.

## **SCOPE OF SERVICES**

### **Task 1: Staff Work Session #1 and Due Diligence Overview**

#### Staff Work Session #1

TCRPC will facilitate all staff work sessions and project coordination meetings needed for the project, beginning with Staff Work Session #1, which is to clarify the project schedule and goals; gather background data; review general market, infrastructure and development activity; identify stakeholders for interviews; and refine the project schedule as needed. The City will provide all regulatory information, project development history and activity, and other relevant data and GIS base map data as needed for the project. Additional staff work sessions will be scheduled throughout the course of the project to maintain clarity and consistency among all team members of the project mission and goals. Staff Work Session #1 will be scheduled with the City and CRA staff in the first month of the project following execution of the interlocal agreement. TCRPC will be responsible for logistics, agendas, facilitation, and meeting notes for all staff work sessions.

#### Due Diligence Overview

##### Base Documentation

The TCRPC team will develop, with assistance from City and CRA staff, necessary base documentation for the project to include GIS databases, aerial photography, ownership maps, permits, utilities, financial and infrastructure documents, and other data as appropriate.

##### Site Reconnaissance

The TCRPC team will conduct field work and site reconnaissance to develop a photo database and review on-site conditions. During field visits, TCRPC team members may schedule to meet with City and CRA staff, property owners, residents, and other representatives to tour specific areas to gain a greater understanding of relevant issues.

## Task 1 Deliverables

Specific deliverables will include:

1. Facilitation of Staff Work Session #1 and Documentation (Agenda, Sign-in Sheet, and Meeting Notes)
2. Project Memorandum including:
  - a. Updated Project Schedule
  - b. Due Diligence Components
  - c. Summary of Site Reconnaissance
  - d. Summary of Land Development and Infrastructure Conditions

## **Task 2: Stakeholder Interviews**

### Stakeholder Interviews

To further inform the analysis, the TCRPC team will conduct up to twenty (20) stakeholder interviews either at the City offices or virtually. The interviews will be designed to further inform the TCRPC team as to the opportunities and challenges related to the subject parcels and downtown Lake Worth Beach in general. Interviewees are anticipated to include members of the City Council, CRA Board, City and CRA staff, property owners, investors, and residents as well as representatives of other public agencies as appropriate. City and CRA staff will identify recommended interviewees, and TCRPC will be responsible for interview logistics, scheduling and facilitation.

## Task 2 Deliverables

Specific deliverables will include:

1. Project Memorandum including:
  - a. Listing of Stakeholder Interviewees
  - b. General Summary of Interview Findings

## **Task 3: Virtual Public Workshop**

In order to address the unique characteristics within the City and CRA relative to the study area, and to provide adequate public involvement and engagement, and in light of the continuing effects of COVID-19, TCRPC will conduct a Virtual Public Workshop. The workshop will be accessible to all who are interested. The format of the workshop and its desired outcomes include:

1. Opening Presentation: this presentation will identify the issues, opportunities and constraints of the project sites as well as define the purpose of this effort. The presentation will include the history of the subject sites and their acquisition, policy and

regulatory constraints for development on the sites, and a discussion on the role of the City and the CRA relative to development of the sites.

2. **Public Involvement:** there will be ample opportunity for a question-and-answer period with those in attendance. Various virtual formats will be explored to provide the greatest degree of involvement possible. The workshop will be advertised via the project website, through outreach during the interview process, as well as by email flyers to City/CRA contact lists.
3. **Next Steps:** the workshop will conclude with a summary of next steps. The TCRPC team will begin incorporating the input heard from the community during the Virtual Workshop into design concepts and initial project pro-formas. Over the course of the next three months the team will develop a series of strategies, designs, and support analysis which will be presented back to the community in early 2022.
4. **Work in Progress Presentation:** the TCRPC team will provide a virtual Work in Progress presentation in early 2022 to update the community on the direction of the project and get additional input prior to developing final recommendations.

### Task 3 Deliverables

Specific deliverables will include:

1. Complete Virtual Public Workshop;
2. Deliver the work-in-progress presentation;
3. Develop specific area designs and an overall Master Plan; and
4. Provide Implementation Recommendations and Next Steps.

### **Task 4: Develop Conceptual Redevelopment Masterplan and Strategic Recommendations**

#### Redevelopment Masterplan

Working with City and CRA staff and based on input derived through the Virtual Public Workshop, TCRPC will continue to create redevelopment scenarios for the subject parcels including high, moderate, and low intensity options. Planning-level financial pro-formas will be developed for each of the design scenarios to provide the City/CRA with the economic implications of each scenario. The Masterplan will include design scenarios which identify potential redevelopment quantities, renderings and analysis as needed.

#### Strategic Recommendations

Based upon the different redevelopment scenarios described above, TCRPC will develop recommendations for implementing the preferred scenario(s), which might include development incentives, strategies for historic preservation, public and private parking strategies, and may

include recommendations for revisions/updates to the City’s Comprehensive Plan and Land Development Regulations. The recommendations will consider the preferred mechanism for updating the regulations (i.e. overlay zones, limited-duration incentives, City-initiated re-zoning, etc.).

**Task 4 Deliverables**

Specific deliverables will include:

1. Project Memorandum including:
  - a. Redevelopment Scenarios
  - b. Recommendations and implementation strategies

**Task 5: Project Report and Presentations to City and CRA**

**Project Report**

TCRPC will assemble all project data, findings, and recommendations into a draft Project Report that will include summaries of public input, all design concepts and renderings, and all work products developed in the tasks described above. The draft Project Report will be provided to staff for up-to two (2) rounds of consolidated edits, which will be incorporated into a final Project Report.

**Presentations to City Council and CRA Board**

After the submittal of the Final Report, TCRPC will be available for up to six (6) presentations/meetings to the CRA Board and/or the City Council. TCRPC will coordinate the scheduling and content of the presentations with City/CRA staff. These presentations and/or meetings may be virtual.

**Task 5 Deliverables**

Specific deliverables will include:

1. Project Report (draft and final)
2. City Council/CRA Board Presentations and Documentation

**DELIVERABLES:**

DELIVERABLE	FORMAT
Project Memoranda, Agendas, Sign-In Sheets and Meeting Notes from Staff Work Sessions	Electronic copies in MS Word & PDF formats
GIS Maps and Data Tables	Electronic copies in ArcGIS and PDF formats

Project and Workshop Presentations	Electronic copies in Power Point & PDF formats
Redevelopment Concepts and Fiscal Analyses	Electronic copy in PDF format
Project Report	Electronic copy in PDF format

**FEES AND REIMBURSABLE EXPENSES:**

Professional services described in this Scope of Services will be performed for a fixed fee of **\$100,900.00 (One Hundred Thousand Nine Hundred Dollars and Zero Cents)**. The total fee includes travel, out of pocket expenses (printing and reproduction costs), mail, couriers, subconsultant costs, and all other costs related to the professional services.

TCRPC will provide all work and products, outlined in the scope above, payable per the following schedule. It does not include advertisement costs for any public hearings/workshops, meeting venue costs, or meeting refreshments. Additional presentations, meetings, or work beyond what is stipulated in the Scope of Services section of this Agreement will be billed at a rate of \$200.00 (Two Hundred Dollars and Zero Cents) per hour.

An Economic Market Study is not included in this Scope of Services.

Formal revisions to the City’s Comprehensive Plan, Land Development Regulations, and the writing of ordinances or staff reports are not included in this Scope of Services.

PROJECT MILESTONE	%	PYMT AMT
Notice to Proceed	10%	\$10,090.00
Task 3 Virtual Public Workshop (At completion of the workshop)	50%	\$50,450.00
Task 4 Project Memorandum (Draft Concept Plans and Recommended Implementation Strategies)	25%	\$25,225.00
Task 5 Submittal of Final Report	15%	\$15,135.00
<b>TOTAL</b>	100%	\$100,900.00

**ANTICIPATED SCHEDULE:**

An anticipated project schedule, contingent upon execution of the Interlocal Agreement in October 2021, is included as Attachment B.



**ATTACHMENT B**  
**ANTICIPATED SCHEDULE**  
**Lake Worth Beach CRA Downtown Development Parcels**

**ATTACHMENT C**  
**Lake Worth Beach CRA Downtown Development Parcels**  
**Subject Sites**





# LAKE WORTH BEACH COMMUNITY REDEVELOPMENT AGENCY

1121 Lucerne Avenue | Lake Worth Beach, Florida 33460-3346 | T: 561-493-2550

[www.lakeworthcra.org](http://www.lakeworthcra.org)

VIII.a.

FAX: (561) 586-1750

## MEMORANDUM

**TO:** Chair, Vice Chair and Members of the CRA Board

**FROM:** Joan C. Oliva, Executive Director *JO*

**DATE:** September 14, 2021

**SUBJECT:** **Interlocal Agreement with TCRPC for Downtown Property Public Outreach and Master Plan Development**

---

### EXPLANATION

In February of 2020, the CRA advertised Request for Proposals (RFP) #02-1920 for the development of two sites in downtown Lake Worth Beach. The sites currently consist of a mixture of vacant lots, public parking lots and unoccupied residential structures. The combined sites located primarily along South 'K', 'L' & 'M' Streets just south of Lake Avenue, total approximately 2.4 acres (including the City surface lot). Due to the pandemic associated with COVID-19, the submission deadline for responses was extended from early June to August 4<sup>th</sup>, 2020. The CRA received 3 qualified submittals from interested development teams.

The downtown sites were assembled over a three-year period and with ten different transactions, adding to the two lots previously bought in 2005 by the CRA and the old Chamber building, which is still owned by the City although an agreement was signed in November 2019 for its sale to the CRA. The two assemblages consist of 14 separate parcels that are owned outright by either the CRA or City of Lake Worth Beach. The lots were purchased with CRA loan proceeds and/or City funds provided through the County's penny sales tax program. In order to help stimulate the downtown core, this area of the City was identified by our (previous) local officials as being ideal and prime for redevelopment efforts. The future of the downtown, its shops, restaurants and stores hinge on consumers visiting and spending money in the downtown.

In September of 2020, an RFP evaluation committee was setup to review and rank the 3 submittals that were received for #02-1920. The evaluation committee was comprised of CRA Staff, the Director of the Lake Worth Beach Community Sustainability Department, William Waters, and CRA Board members Drew Bartlett and Brent Whitfield. A virtual RFP review meeting, which included all submittal teams and members of the public, was conducted using the ZOOM application. The highest rated proposal was received from *Rosemurgy Properties/Stateside Development*. The evaluation committee forwarded the

highest ranked development submittal and the Board approved the selection committee's recommendation in October 2020.

In early 2021, CRA Staff and the developers were asked to host a public meeting to engage the public on the design of the proposed building. In April, Rosemurgy Properties hosted a Zoom meeting to answer questions posted by the public. However, the developer was not given the opportunity to present a redesigned project to the Board due to many reasons including time and lack of direction. An agreement with Rosemurgy/ Stateside was never negotiated or presented to the Board.

The CRA was asked to do a charette and take public feedback before reproducing an RFP, more in line with the new Commissions vision for downtown. Staff's understanding is that any future RFP may have additional restrictions placed on the height, density and design, in addition to the City's land development regulations and design guidelines. At this stage in the process, the CRA Board should decide whether or not to set aside the previous approval given to the selection of Rosemurgy/ Stateside as the chosen developer for this project. If the Board does agree to set aside the previous decision, Staff can then focus on a possible alternative path.

In light of previous discussions, Staff reached out to Treasure Coast Regional Planning Council (TCRPC) to help develop a scope for engaging the community and preparing for a re-advertised RFP with parameters. TCRPC is responsible for constructing the City's Historic Design Guidelines and, previously, the City's Transit Oriented Development Master Plan (TOD Plan) in 2008. The TCRPC is very familiar with the City, its historic districts, character and New Urbanist principles.

After touring the area and meeting with Dana Little, the Urban Design Director, and taking into consideration Covid protocols, the attached scope was created for the Board's review and possible approval. A copy of this scope and Interlocal agreement is attached as Exhibit "A". The scope includes due diligence and the development of a clear understanding of the land purchases and restrictions, site reconnaissance, stakeholder interviews, public workshops, a redevelopment masterplan for the area with strategic recommendations, and reports to both the City and the CRA. Once the public process is complete, Staff will rewrite the RFP, better reflecting the community's vision. Once responsive proposals are received, a new committee will be created to review and score them. All responsive submittals will then be reviewed by the Board.

The Board has several options available. These include:

1. Moving forward with a public process, negotiations and an agreement with the previously chosen developer, Rosemurgy/ Stateside
2. Setting the previously selected proposal aside and approving a contract with TCRPC for a public input process and production of a Master Plan to use in a future RFP
3. Land bank downtown CRA properties and wait for other opportunities to present themselves
4. Develop CRA properties paid for with LOC funds while returning the others to the City (17 S. M and 26-32 S. L Street)
5. A combination of the above or an alternative

If the Scope with TCRPC is approved, the initial payment will be paid from 20/21 Capital Project fund and the remainder will come from next year's Operating budget. Funds from the Business Assistance line item will be transferred into Professional Services to cover the expense.

## **RECOMMENDATION**

Staff suggests the Board review the proposal, consider setting aside the previous selection of a developer and engage the Treasure Coast Regional Planning Council with a public input process and the development of a master plan for the downtown parcels under CRA/ City ownership. Staff further recommends the Board seek approval from the City Commission on this redesigned process so both Boards can work in unison with the public and devise a future redevelopment plan, with implementation, that results in new housing, retail and other needed uses. If the Board chooses to engage TCRPC, an Interlocal must also be approved and executed.

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** November 2, 2021

**DEPARTMENT:** Community Sustainability

**TITLE:**

Resolution No. 79-2021 – First Operating Budget Amendment to reflect the contribution by the CRA and subsequent payment for the master plan study

**SUMMARY:**

Resolution No. 79-2021 authorizes a budget amendment to increase the revenue and expenditure budget to reflect the contribution and subsequent payment related to the interlocal agreement with the Lake Worth Beach Community Redevelopment Agency.

**BACKGROUND AND JUSTIFICATION:**

Over the course of the past three years, the City and CRA have collaborated on acquiring several sites in the downtown area, proposing them for redevelopment and additional parking. All of the lots are located within the City's downtown historic district and several include contributing structures. In total, 14 parcels and 9 structures are involved. The CRA agreed to provide the funding in the amount of \$109,000 to cover the cost of the TCRPC's activities.

This budget amendment is being presented to adjust the appropriation approved through Resolution No. 60-2021 passed on September 27, 2021 which reflects the City operating budget as adopted by Commission.

**MOTION:**

Move to approve/disapprove Resolution No. 79-2021 - Budget amendment to reflect the contribution by the CRA and subsequent payment for the master plan study.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Resolution 79-2021  
Exhibit A

**FISCAL IMPACT ANALYSIS**

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

<b>Fiscal Years</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
Capital Expenditures	0	0	0	0	0
Operating Expenditures	0	109,000	0	0	0
External Revenues	0	109,000	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
<b>Net Fiscal Impact</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

Account Number	Account Description	Project Number	FY22 Budget	Current Balance	Budget Transfer	Agenda Expenditure	Balance
001-0000-341.30-90	Administrative Fees/Other	N/A	500	500	109,000		109,500
001-2070-559.31-90	Professional Services/Other	N/A	20,000	20,000	109,000	109,000	20,000

1  
2  
3 RESOLUTION NO. 79-2021, A GENERAL APPROPRIATION RESOLUTION OF  
4 THE CITY OF LAKE WORTH BEACH, A MUNICIPAL CORPORATION OF THE  
5 STATE OF FLORIDA, MAKING SEPARATE AND SEVERAL BUDGET  
6 AMENDMENTS AND CORRESPONDING APPROPRIATIONS FOR THE  
7 CITY'S NECESSARY OPERATING EXPENSES, THE USES AND EXPENSES  
8 OF THE VARIOUS FUNDS AND DEPARTMENTS OF THE CITY FOR THE  
9 FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30,  
10 2022; AND PROVIDING FOR AN EFFECTIVE DATE.

11  
12 WHEREAS, the City of Lake Worth Beach, Florida (the "City") previously  
13 adopted the Fiscal Year (FY) 2021 Annual Operating Budget pursuant to  
14 Resolution No. 60-2021 on September 27, 2021;

15 WHEREAS, the City finds it is necessary and essential to amend the FY  
16 2022 Annual Operating Budget as set forth in this Resolution; and

17 WHEREAS, adoption of the FY 2022 Annual Operating Budget  
18 amendments set forth herein serves a valid public purpose.

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

21  
22 Section 1. The above recitals are hereby ratified and confirmed as being true  
23 and correct and are hereby incorporated into this Resolution.

24  
25 Section 2. As hereinafter stated in this Resolution, the term "fiscal year" shall  
26 mean the period of time beginning October 1, 2021, and ending and including  
27 September 30, 2022.

28  
29 Section 3 The funds and available resources and revenues that are set out  
30 and attached as Exhibit "A" and incorporated herein by reference, be, and the  
31 same hereby are, appropriated to provide the monies to be used to pay the  
32 necessary operating and other expenses of the respective funds and  
33 departments of the City for the fiscal year.

34  
35 Section 4. The sums, which are set out in Exhibit "A" and herein incorporated  
36 by reference, listed as operating and other expenses of the respective funds and  
37 departments of the City, be, and the same hereby are, appropriated and shall be  
38 paid out of the revenues herein appropriated for the fiscal year.

39  
40 Section 5. The revenues and the expenses for which appropriations are  
41 hereby made, all set forth above, shall be as set out in the Amended City of Lake  
42 Worth Operating Budget for the fiscal year as attached in Exhibit "A".

43  
44 Section 6. The sums set out in Exhibit "A" are hereinbefore incorporated by  
45 reference and based upon departmental estimates prepared by the City Manager  
46 and the Finance Director, shall be, and the same hereby are, fixed and adopted



47 as the amended budget for the operation of the City and its other enterprises for  
48 the fiscal year.

49

50 Section 7. Except as amended in Exhibit "A" hereto, the remainder of the FY  
51 2022 Annual Operating Budget for the fiscal year remains in full force and effect.

52

53 Section 8. This resolution shall become effective immediately upon passage.

54

55 The passage of this resolution was moved by Commissioner \_\_\_\_\_,  
56 seconded by Commissioner \_\_\_\_\_, and upon being put to a vote, the  
57 vote was as follows:

58

59 Mayor Betty Resch  
60 Vice Mayor Herman Robinson  
61 Commissioner Sarah Malega  
62 Commissioner Christopher McVoy  
63 Commissioner Kimberly Stokes

64

65 The Mayor thereupon declared this resolution duly passed and adopted  
66 on the 2<sup>nd</sup> day of November 2021.

67

LAKE WORTH CITY COMMISSION

68

69

70

71

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

72

73

74 ATTEST:

75

76

77

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

79

	Budget 2020	FY 2021 Budget
<b><u>Revenue</u></b>		
Permits, Fees and Special Assessments		
Charges for Services	1,813,852	1,905,480
Judgements, fines and forfeits	676,519	1,028,900
Interest, Rents, Contributions	111,938	111,550
Transfers from Enterprise Funds and other Sources	11,873,845	12,489,538
Use of Fund Balance	-	-
	<u>14,476,154</u>	<u>15,535,468</u>
<b><u>Expenditure</u></b>		
Planning and Zoning		
Wages	369,091	456,964
Benefits	148,622	210,444
	<u>517,713</u>	<u>667,408</u>
Subtotal		
Operating Expenditures	153,124	160,561
	<u>670,837</u>	<u>827,968</u>
Total		

FY 2022 Budget Adopted	FY 2022 Budget Amendment	FY 2022 Budget Amended
1,915,583	109,000	2,024,583
1,036,900	-	1,036,900
144,050	-	144,050
13,505,917	-	13,505,917
-	-	-
16,602,450	109,000	16,711,450
413,504	-	413,504
208,492	-	208,492
621,996	-	621,996
154,672	109,000	263,672
776,668	109,000	885,668

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** November 2, 2021

**DEPARTMENT:** City Clerk

**TITLE:**

Resolution No. 80-2021 - approving the 2022 Agreement with the Supervisor of Elections and establishing the City's Canvassing Board for the March 2022 Election

**SUMMARY:**

Resolution No. 80-2021 approves the Agreement with the Supervisor of Elections for calendar year 2022 and establishes the City's canvassing board for the March 2022 municipal election.

**BACKGROUND AND JUSTIFICATION:**

Every year, the City approves a one-year agreement with the County Supervisor of Elections (SOE) for equipment use and election services. This agreement outlines all duties and responsibilities of the SOE and City, and the fees to be paid by the City to the SOE for conducting the local municipal election. Changes from last year's agreement include adding the General Election date and having the SOE oversee the election by hiring, training and assigning the poll workers. The City Clerk will remain as the qualifying officer for the election.

This new agreement with the SOE also changes the Canvassing Board for the General Election (not the Run-Off Election) from a City Canvassing Board to the County Canvassing Board. If the City does not elect to use the County Canvassing Board, the City will have to utilize its own Canvassing Board to certify the results of the election. Historically, the City's Canvassing Board has included City staff. These City board members are then required to be present at the SOE's office after the election polls close and remain there until the results are finalized, which is usually well past midnight. Utilizing the County's Canvassing Board, will relieve the City Canvassing Board members from these late-night duties for the initial election and allow the SOE to certify the election results. If there is a run-off, the City must use its own Canvassing Board. Most of the municipalities in the County are moving to using the County's Canvassing Board for their municipal elections.

The term of the SOE agreement is from January 1, 2022 through December 31, 2022, and the City Clerk's Office has budgeted \$45,000.00 plus the cost of part time poll workers to conduct the General Election.

**MOTION:**

Move to approve/disapprove Resolution 80-2021 approving the 2022 Agreement with the Supervisor of Elections and establishing the City's Canvassing Board for the March 2022 Election.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Resolution 80-2021

Agreement

**FISCAL IMPACT ANALYSIS**

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

<b>Fiscal Years</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
Capital Expenditures	0	0	0	0	0
Operating Expenditures	45,000	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	0	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

Account Number	Account Description	Project Number	FY22 Budget	Current Balance	Agenda Expenditure	Balance
001-1030-511.49-50	Elections	N/A	\$88,500	\$85,000	\$45,000	\$40,000

RESOLUTION NO. 80-2021 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, APPROVING THE CALENDAR YEAR 2022 AGREEMENT FOR VOTE PROCESSING EQUIPMENT USE AND ELECTION SERVICES WITH THE PALM BEACH COUNTY SUPERVISOR OF ELECTIONS; DESIGNATING THE CITY'S CANVASSING BOARD FOR THE MARCH 2022 ELECTION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, each year, the City of Lake Worth Beach enters an agreement with the Palm Beach County Supervisor of Elections for vote processing equipment use and election services; and

WHEREAS, the Palm Beach County Supervisor of Elections has provided the City with an agreement for calendar year 2022, which includes the March 2022 municipal election; and

WHEREAS, the City of Lake Worth Beach's annual Municipal General Election is set for Tuesday, March 8, 2022, pursuant to the City Charter, Article III, Section 2; and

WHEREAS, if necessary, the City of Lake Worth Beach's Run-Off Election is set for Tuesday, March 22, 2022, pursuant to the City Charter, Article V, Section 4; and

WHEREAS, it is the desire of the City Commission to designate the Palm Beach County Canvassing Board to serve as the City's Canvassing Board for the City's Municipal General Election as offered by the Supervisor of Elections; and

WHEREAS, for the Run-Off Election, if necessary, the City Commission desires to designate the City Clerk or designee, Deputy City Clerk or designee, and the Internal Auditor or designee to serve as members of the City's Canvassing Board with the Palm Beach County Supervisor of Elections as backup. Designees can be City staff and cannot be elected officials; and

WHEREAS, the City Commission has determined that entering the 2022 Agreement with the Palm Beach County Supervisor of Elections and designating the Canvassing Board for the 2022 Municipal Elections as set forth herein serves a valid public purpose and is in the best interests of the City of Lake Worth Beach.

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

Section 1. The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this resolution.

Section 2. The 2022 Agreement for Vote Processing Equipment Use and Election Services with the Palm Beach County Supervisor of Elections is hereby approved and confirmed and the Mayor is authorized to execute the same.

Section 3 The City Commission hereby designates the County Canvassing Board to serve as the City's Canvassing Board for the Municipal General Election scheduled for Tuesday, March 8, 2022 and designates the City Clerk or designee, Deputy City Clerk or designee, and the Internal Auditor or designee with the Palm Beach County Supervisor of Elections as backup, to serve as members of the City's Canvassing Board for the Run-Off Election, if necessary, scheduled for Tuesday, March 22, 2022.

Section 4. This resolution shall become effective upon its adoption.

The passage of this resolution was moved by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and upon being put to a vote, the vote was as follows:

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

The Mayor thereupon declared this resolution duly passed and adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

LAKE WORTH BEACH CITY COMMISSION

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

ATTEST:

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



**Wendy Sartory Link**

Palm Beach County Supervisor of Elections

**2022 MUNICIPAL ELECTION  
VOTE PROCESSING EQUIPMENT USE  
AND ELECTIONS SERVICES AGREEMENT**

This Vote Processing Equipment Use and Elections Services Agreement (hereinafter referred to as the “Agreement”) is hereby entered into by and between the **Palm Beach County Supervisor of Elections Office** (hereinafter referred to as “SOE”) and **City of Lake Worth Beach, Florida** (hereinafter referred to as “MUNICIPALITY”).

**WITNESSETH:**

**WHEREAS**, pursuant to Section 101.34, Florida Statutes, SOE is the legal custodian of certified vote processing equipment owned by Palm Beach County, Florida, and is hereby charged with the responsibility for custody and maintenance of said equipment; and,

**WHEREAS**, MUNICIPALITY desires, or is otherwise statutorily obligated, to conduct an election that requires the use of vote processing equipment to count ballots; and,

**WHEREAS**, all vote processing equipment requires specially trained and knowledgeable individuals to program, operate and maintain said equipment; and,

**WHEREAS**, the Palm Beach County Board of County Commissioners has authorized SOE to provide any necessary terms and conditions for the use of such voting equipment; and,

**WHEREAS**, SOE can provide the necessary personnel to program, operate and maintain said equipment; and,

**WHEREAS**, MUNICIPALITY hereby acknowledges full responsibility for all applicable requirements under the Florida Election Code and any provision of the City Charter or municipal ordinances which may not be addressed or included in this Agreement.

**NOW THEREFORE**, in consideration of the premises and of the mutual promises, terms and conditions stated herein, SOE and MUNICIPALITY agree as follows:

**ARTICLE 1 – RECITALS**

The above recitals are true and correct and incorporated herein.



## **ARTICLE 2 – AGREEMENT**

SOE shall provide MUNICIPALITY such necessary vote processing equipment and election services according to the terms and conditions stated in this Agreement, for the purposes of conducting a Municipal Election to be held on March 8, 2022, and a Run-Off Election, if necessary, along with the necessary vote processing equipment and election services to facilitate any early voting sites, polling locations and polling places as may be necessary and agreed upon by the parties.

## **ARTICLE 3 – OPERATION AND PROGRAMMING SERVICES**

3.1 Municipal Services. For each election, MUNICIPALITY shall pay SOE for election operations.

3.2 Vote-By-Mail Ballots. MUNICIPALITY shall pay SOE for vote-by-mail operations and materials.

3.3 Repairs. For any election, all maintenance, repairs or other troubleshooting services for vote processing equipment, including any tabulators, check-in devices, and other voting equipment, will be performed exclusively by SOE and such services are included in all stated charges. However, SOE does reserve the right to seek reimbursement from MUNICIPALITY for any repairs or maintenance caused by any neglect or unauthorized acts by any employee or representative of MUNICIPALITY.

## **ARTICLE 4 – OTHER ELECTION CHARGES**

4.1 Precinct Services. For each election, MUNICIPALITY shall pay SOE for precinct preparation and poll worker training.

4.2 Other. For each election and upon proper notice to MUNICIPALITY, MUNICIPALITY shall pay SOE for any other election services not contemplated herein which may be needed to conduct an orderly election.

## **ARTICLE 5 – TERM**

For each election, the terms of this Agreement begin with ballot layout and conclude when ballots have been processed, election results have been certified, all vote processing equipment has been returned to the SOE's warehouse and an audit, if applicable, has been completed. In the event of an election contest or challenge, SOE agrees to cooperate in providing any public records which the SOE maintains or otherwise controls.

## **ARTICLE 6 – APPLICABLE REQUIREMENTS OF FLORIDA'S ELECTION CODE**

MUNICIPALITY shall properly call the election in accordance with any Florida Statutes, applicable charter provisions or city ordinances. MUNICIPALITY agrees that the Municipal Clerk is responsible for the conduct of the city's elections and for ensuring compliance with all applicable Florida Statutes, including the Florida Election Code and any municipal charter provisions and ordinances. Any obligations or duties not set forth in this Agreement shall be the sole responsibility of MUNICIPALITY.

**ARTICLE 7 – NOTICE AND ADVERTISEMENT OF ELECTIONS**

**7.1 Uniform Municipal Election.** MUNICIPALITY shall prepare and arrange for publication of all legal advertising required by state and federal statutes, city charter and city ordinances. MUNICIPALITY agrees that all advertisements of elections conducted in Palm Beach County shall be published in both English and Spanish and that MUNICIPALITY shall be responsible for the accurate and complete translation of any such notices. SOE shall, if available, provide samples of required advertising upon request.

**7.2 Run-Off Election.** In the event of a run-off election, MUNICIPALITY shall prepare and arrange for publication of all legal advertising required by state and federal statutes, city charter and city ordinances. MUNICIPALITY agrees that all advertisements of elections conducted in Palm Beach County shall be published in both English and Spanish and that MUNICIPALITY shall be responsible for the accurate and complete translation of any such notices. SOE shall, if available, provide samples of required advertising upon request.

**ARTICLE 8 – QUALIFYING OF CANDIDATES**

MUNICIPALITY may provide qualifying packets to candidates. MUNICIPALITY shall accept and process all qualifying papers and fees. For audio ballots, MUNICIPALITY shall collect pronunciation guides from candidates at the time of qualifying and shall submit them to SOE at the close of qualifying.

If petitions are part of qualifying process, MUNICIPALITY shall pay SOE Ten Cents (\$.10) per name, or such other amount as determined per Florida Statutes or the Florida Administrative Code, checked to verify any signatures on qualifying petitions. SOE agrees to verify any signatures for any qualifying petitions timely submitted by MUNICIPALITY in the order such petitions are received.

In no event shall SOE issue any recommendations or make any legal determinations as to the qualifications of eligibility of any candidate for municipal office.

**ARTICLE 9 – PRINTING OF BALLOTS AND BALLOT SERVICES****9.1 Uniform Municipal Election.**

SOE shall place an order for sufficient quantity of Election Day ballots with a third-party printer as selected exclusively by SOE.

MUNICIPALITY shall furnish, immediately upon the conclusion of the qualifying period, all ballot information in English, including the name of the candidates as they are to appear on the ballot, the name of the Municipality, the name of the election, the title of office or referendum title, explanation, and questions.

SOE agrees to provide the layout of the ballot(s) based on the information furnished by MUNICIPALITY and deliver ballot layout to the approved printer. Both SOE and MUNICIPALITY must sign off on ballot proof(s).

SOE will provide all necessary translations of ballots, in accordance with Section 203 of the Voting Rights Act, as well as Creole translations for the ExpressVote machine.

MUNICIPALITY shall be responsible for all translation costs.

The SOE will be responsible for ordering test ballots. Once test ballots are received from the printer, SOE will test all vote processing equipment in accordance with the standards established by the Florida Division of Elections and any applicable Florida Statutes. Upon receipt of the printed ballots from the printer, SOE shall receive, securely store, and account for all ballots until disbursed to poll workers. SOE shall also control and limit all access to un-voted ballots while in possession of SOE.

#### 9.2 Run-Off Election.

In the event of a run-off election, MUNICIPALITY will be responsible for providing all information stated in 9.1. MUNICIPALITY must approve ballot content and layout prior to printing.

MUNICIPALITY will be responsible for reimbursing SOE for any and all costs incurred.

### **ARTICLE 10 – POLL WORKERS**

10.1 Selection and Training of Poll Workers. SOE will hire and train all poll workers in accordance with the Florida Election Code and other guidelines, procedures or regulations as followed or adopted for the conduct of elections in Palm Beach County. The clerk for MUNICIPALITY, or a representative, shall be in attendance for poll worker training sessions. Poll workers shall undergo job specific training and complete required number of training hours as specified by SOE poll worker department management. All necessary supplies and ballots will be provided by SOE and stored in precinct cabinets or transported in poll worker clerk bags.

10.2 Uniform Municipal Election. MUNICIPALITY shall pay poll workers directly for their services.

10.3 Run-Off Election. In the event of a run-off election, MUNICIPALITY shall pay poll workers directly for their services.

### **ARTICLE 11 – SELECTION OF POLLING PLACES**

MUNICIPALITY shall provide ADA compliant Polling Places. The MUNICIPALITY will be responsible to pay for all costs incurred with Polling Place changes, including the mailing of Polling Place change notices to voters.

### **ARTICLE 12 – SAMPLE BALLOTS**

#### 12.1 Uniform Municipal Election.

MUNICIPALITY shall review the sample ballot(s) and confirm the accuracy of the election date, office, candidate name(s), polling locations, polling places and all other information contained therein. At MUNICIPALITY'S option and expense, SOE shall coordinate the mailing of the sample ballots to all registered voters in the municipality prior to the election.

#### 12.2 Run-Off Election.

In the event of a run-off election, SOE *shall not* create or mail sample ballots.

**ARTICLE 13 – TRANSPORTATION OF ELECTIONS EQUIPMENT AND SUPPLIES****13.1 Uniform Municipal Election.**

SOE will be responsible for delivery and pick up of any vote processing equipment. Election equipment will be delivered by SOE, or a third party representative of SOE on an agreed upon date, up to eight (8) days prior to the election. SOE, or a third party representative of SOE, will pick up voting equipment on an agreed upon date. SOE shall have full discretion and authority to hire and employ any outside third parties to assist with or perform delivery and pick up of voting equipment.

**13.2 Run-Off Election.**

SOE will maintain responsibility for transportation of equipment and supplies as stated in 14.1. MUNICIPALITY shall reimburse SOE for any and all costs incurred for equipment delivery and pickup.

**13.3 MUNICIPALITY is not permitted to deliver any election equipment.****ARTICLE 14 – LOCATION AND STORAGE OF VOTING EQUIPMENT**

All voting equipment shall be stored, maintained, and located in a well-protected, secure, temperature-controlled, indoor room or facility. Once the voting equipment is delivered to a voting site, no equipment shall be relocated without the prior written approval of SOE.

**ARTICLE 15 – CANVASSING OF ELECTION RESULTS**

**15.1 County Canvassing Board.** If MUNICIPALITY is using the County Canvassing Board, SOE shall schedule and coordinate the date on which the Canvassing Board is to assemble to canvass the results of the election. SOE shall notice and advertise, as needed, the dates of any canvassing board meetings. SOE shall convene the Canvassing Board to determine which voted Vote-By-Mail ballots are to be tabulated. SOE shall provide for collection of results from each precinct.

**15.2 Municipal Canvassing Board.** If MUNICIPALITY is using its own, separate Canvassing Board, MUNICIPALITY shall coordinate with SOE and schedule the date(s) on which MUNICIPALITY'S Canvassing Board is to assemble to canvass the results of the election. Supervisor of Elections will not be a member of the MUNICIPALITY'S Canvassing Board. The Supervisor of Elections may be a substitute member. MUNICIPALITY shall notice and advertise in both English and Spanish, as needed, the dates of any Canvassing Board meetings. MUNICIPALITY shall convene the Canvassing Board to determine which voted ballots are to be tabulated. MUNICIPALITY shall provide for collection of results from each precinct.

**15.3 Run-Off Election.** In the event of a run-off election, MUNICIPALITY shall schedule and coordinate the date on which MUNICIPALITY'S Canvassing Board is to assemble to canvass the results of the election. If applicable, MUNICIPALITY shall coordinate for the use of SOE facilities to conduct the Canvassing Board activities. MUNICIPALITY shall notice and advertise in both English and Spanish, as needed, the dates of any Canvassing Board meetings. MUNICIPALITY shall convene the Canvassing Board to determine which voted ballots are to be tabulated. MUNICIPALITY shall provide for collection of results from each precinct.

**ARTICLE 16 – AUDITS**

MUNICIPALITY agrees to pay SOE for any additional costs as may be necessary, including overtime expenses, for conducting an audit, if necessary.

**ARTICLE 17 – POST-ELECTION RECORDS RETENTION**

SOE shall process affirmation forms and sort, inventory, and pack all election materials for pickup by SOE for retention and disposition. SOE shall store or cause to be stored all necessary election records and ballots until expiration of retention period as prescribed by applicable Florida Statutes and Rules. The MUNICIPALITY is responsible for maintaining candidate qualifying documents and certified results in accordance with Florida Law.

**ARTICLE 18 – VOTER HISTORY**

MUNICIPALITY and SOE will make mutually acceptable arrangements for recording and maintaining voter history. MUNICIPALITY is responsible for determining whether voters are eligible electors, pursuant to municipal charters and ordinances.

**ARTICLE 19 – OTHER NECESSARY COSTS**

Any additional costs or fees that may be incurred by SOE in compliance with the Florida Election Code and as a direct result of a municipal election, that are not specified in this Agreement, shall be paid for by MUNICIPALITY at rates and fees as established by SOE. Examples of such additional costs or reimbursements include, but are not limited to, the following:

- A. Recounts. Any expenditure for conducting a recount, including any overtime expenses for reprogramming voting equipment, and other expenses as may be necessary to conduct a recount; and,
- B. Attorneys' Fees and Costs. Actual attorneys' fees and costs incurred by SOE for research or representation on any election-related matter shall be invoiced by SOE for reimbursement by MUNICIPALITY.

**ARTICLE 20 – HOLD HARMLESS COVENANT**

To the extent permitted by law, MUNICIPALITY shall at all times hereafter indemnify, hold harmless and, at SOE's option, defend or pay for an attorney selected by SOE to defend SOE, its officers, agents and employees against any and all claims, damages, injuries, losses, liabilities and expenditures of any kind, including attorneys' fees, court costs and expenses, including but not limited to administrative challenges, civil suits or other legal challenges or appeals that may arise from the contest of election results or the validation of any candidate qualifications, arising out of or resulting from the negligence of the City or its employees acting within the course and scope of their employment in the performance of this Agreement.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the waiver or limits set forth at Sec. 768.28, Florida Statutes. In no case shall such limits for SOE or MUNICIPALITY extend beyond \$200,000 for any one person or beyond \$300,000 for any judgment which, when totaled with all other judgments, arises out of the same incident or occurrence. Furthermore, nothing herein shall be construed as consent by the MUNICIPALITY

or the SOE, as a state agency or subdivision of the State of Florida, to be sued by third-parties in any matter arising out of any contract.

These provisions shall not be construed to constitute agreement by either party to indemnify the other for such others' negligent, willful or intentional acts or omissions.

**ARTICLE 21 – ENTIRETY AND AMENDMENTS**

The Agreement embodies this entire agreement between SOE and MUNICIPALITY and supersedes all prior agreements and understandings relating to the conduct of elections. No modification, amendment or alteration to this Agreement shall be effective of binding unless submitted in writing and executed by the duly authorized representatives of both SOE and MUNICIPALITY.

**ARTICLE 22 – EFFECTIVE DATE**

The effective date of this Agreement shall be the latest date of execution by duly authorized representatives of SOE and MUNICIPALITY as shown on the signature page hereto.

**IN WITNESS WHEREOF**, we, the undersigned, do hereby state that we have the authority to bind and obligate as promised herein, SOE and MUNICIPALITY for purposes of executing this agreement on the dates set forth below.

\_\_\_\_\_  
Signature

Wendy Sartory Link  
\_\_\_\_\_  
Name (Printed or Typed)

Palm Beach County Supervisor of Elections  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Name (Printed or Typed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Printed or Typed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Name (Printed or Typed)



**AGENDA**  
**CITY OF LAKE WORTH BEACH**  
**REGULAR CITY COMMISSION MEETING**  
**CITY HALL COMMISSION CHAMBER**  
**TUESDAY, NOVEMBER 16, 2021 - 6:00 PM**

**ROLL CALL:**

**INVOCATION OR MOMENT OF SILENCE:** led by Vice Mayor Herman Robinson

**PLEDGE OF ALLEGIANCE:** led by Commissioner Christopher McVoy

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

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

- A. Proclamation recognizing 2021 Transgender Day of Remembrance
- B. Mango Groves Neighborhood Association Presentation

**COMMISSION LIAISON REPORTS AND COMMENTS:**

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

**APPROVAL OF MINUTES:**

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

**PUBLIC HEARINGS:**

- A. Ordinance No. 2021-13 and Ordinance No. 2021-14 – Second Reading – amending the Future Land Use Map (FLUM) amendment (Ordinance 2021-13) and the Zoning Map (Ordinance 2021-14) on behalf of the PBC School District as follows: (1) a FLUM amendment from the Single Family Residential (SFR) FLU to the Public (P) FLU; and (2) a rezoning from the Single-Family Residential (SF-R) zoning district to the Public (P) zoning district on properties located at 1509 Barton Road, 1511 Barton Road, 1515 Barton Road, and 1421 Barton Road

**UNFINISHED BUSINESS:**

- A. Discussion regarding a traffic calming policy

**NEW BUSINESS:**

- A. Purchase Order with Alan Jay Fleet Sales for the procurement of fleet replacement vehicles

**CITY ATTORNEY'S REPORT:**

**CITY MANAGER'S REPORT:**

**UPCOMING MEETINGS AND WORK SESSIONS:**

November 30 - electric utility  
December 7 - regular meeting  
December 21 - regular meeting

**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)