



**AGENDA
CITY OF LAKE WORTH BEACH
REGULAR CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, FEBRUARY 21, 2023 - 6:00 PM**

ROLL CALL:

INVOCATION OR MOMENT OF SILENCE: led by Commissioner Sarah Malega

PLEDGE OF ALLEGIANCE: led by Commissioner Reinaldo Diaz

AGENDA - Additions / Deletions / Reordering:

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

- A. Certificate of Appreciation from the Daughters of the American Revolution to the City of Lake Worth Beach for funds donated to Lake Worth Community High School
- B. Presentation by School Board Members Edwin Ferguson and Erica Whifield regarding the State of Education
- C. Palm Beach Fire Rescue Update by Geraldine Jaramillo, District Chief
- D. Library Advisory Board Update by Mary Lindsay

COMMISSION LIAISON REPORTS AND COMMENTS:

CITY MANAGER'S REPORT:

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:

APPROVAL OF MINUTES:

- A. [Regular Meeting - February 7, 2023](#)
- B. [Pre-agenda Work Session - February 8, 2023](#)
- C. [Special Meeting - February 9, 2023](#)

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

- A. [Payments of Fiscal Year 2021/2022 Invoices](#)

PUBLIC HEARINGS:

- A. [Ordinance No. 2022-15 – Second Reading – Approval of a Residential Urban Planned Development, Major Site Plan, Conditional Use Permit \(CUP\), and Sustainable Bonus Incentive Program \(SBIP\) requests for the project commonly referred to as “Lake Worth Station” located at 930 N G Street to construct a 4 to 5-story, 91 dwelling unit multi-family development with 39 multi-family units proposed to qualify as workforce housing](#)

NEW BUSINESS:

- A. [Third Amendment to Retail Lease with RTT - Benny's on the Beach, Inc., the current tenant/assignee](#)
- B. [Discussion of Fiscal Year 2023 Community Development Block Grant Application](#)

CITY ATTORNEY'S REPORT:

UPCOMING MEETINGS AND WORK SESSIONS:

February 28 - Utility @ 6 pm
March 7 - Regular @ 6 pm
March 8 - Pre-agenda work session @ 9 am

ADJOURNMENT:

The City Commission has adopted Rules of Decorum for Citizen Participation (See Resolution No. 81-2022). 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, FEBRUARY 7, 2023 – 6:00 PM**

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

ROLL CALL: (0:39) Present were Mayor Betty Resch, Vice Mayor Christopher McVoy, Commissioners Sarah Malega, Kimberly Stokes and Reinaldo Diaz. Also present were City Manager Carmen Davis, City Attorney Glen Torcivia and City Clerk Melissa Ann Coyne.

INVOCATION OR MOMENT OF SILENCE: (1:02) was led by Commissioner Reinaldo Diaz.

PLEDGE OF ALLEGIANCE: (2:08) was led by Mayor Betty Resch.

ADDITIONS/DELETIONS/REORDERING: (2:25)

Unfinished Business A, Selection of final redistricting map, was reordered to follow the Consent Agenda. The motion in Consent Agenda D, Proposed Settlement of Pending Personal Injury Litigation with Roberta Jackson, was revised to reflect the correct amount of the settlement.

Action: Motion made by Commissioner Malega and seconded by Commissioner Diaz to approve the agenda as amended.

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

PRESENTATIONS: (3:32) (there is no public comment on Presentation items)

A. Presentation by Rhonda Giger, General Counsel for the PBC Commission on Ethics (3:37)

B. Proclamation declaring February 2023 as Black History Month (7:34)

C. Proclamation declaring February 2023 as Anti-racism Month (9:37)

D. Proclamation declaring February 10-17, 2023 as 2-1-1 Help Line Awareness Week (13:57)

COMMISSION LIAISON REPORTS AND COMMENTS: (22:02)

CITY MANAGER'S REPORT: (32:53)

City Manager Davis provided the following report:

- reported that there had been one respondent to the RFP for the Housing Study, which will be brought to the Commission in March
- welcomed Yannick Ngendahayo back as Interim Finance Director
- members of the Lake Worth High School baseball team thanked the Commission for the improvements at the Dave Manzo baseball field
- announced that the Public Works Department was nominated for a Complete Streets award and expressed admiration for the team

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA: (39:15)

APPROVAL OF MINUTES: (1:00:55)

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

- A. Pre-agenda Work Session - January 11, 2023
- B. Regular Meeting - January 17, 2023
- C. Special Meeting - January 24, 2023
- D. Pre-agenda Work Session - January 25, 2023

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

CONSENT AGENDA: (1:00:43)

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

- A. Resolution No. 02-2023 – Documenting the levy of municipal special assessment liens for unpaid lot clearing charges
- B. Resolution No. 03-2023 – Documenting the levy of municipal special assessment liens for unpaid boarding and securing charges
- C. Proposed settlement of Civil Rights lawsuit with Craig Kersh, Roy Kersh, Michael Fields, and J.R. Soares
- D. Proposed Settlement of Pending Personal Injury Litigation with Roberta Jackson
- E. Resolution No. 04-2023 - Urging members of the Florida Legislature to support the 2023 Florida League of Cities Legislative Platform brought forward by Commissioner Malega

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

UNFINISHED BUSINESS: (1:01:19)

- A. (reordered from after Public Hearings) Selection of final redistricting map

Action: Motion made by Commissioner Malega and seconded Commissioner Stokes to select map option 5 as the redistricting map and move forward with a redistricting ordinance.

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

Action: Consensus to have a referendum question regarding redistricting on the March 2024 ballot.

The meeting recessed at 7:26 PM and reconvened at 7:40 PM.

PUBLIC HEARINGS: (1:37:33 and 0:00 pt. 2)

A. Ordinance No. 2022-17 – First Reading – Approval of a Residential Urban Planned Development, Major Site Plan, Conditional Use Permit (CUP), and Sustainable Bonus Incentive Program (SBIP) requests for the project commonly referred to as “Residences at Lake Worth,” to construct three (3) mid-rise residential structures that are 5-stories in height with a total of 195 dwelling units

City Attorney Torcivia read the ordinance by title only.

ORDINANCE NO. 2022-17 – AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING THE OFFICIAL ZONING MAP BY APPROVING THE CREATION OF A RESIDENTIAL PLANNED DEVELOPMENT DISTRICT, LOCATED AT THE NE CORNER OF 2ND AVE NORTH AND THE LWDD E-4 CANAL TO CONSTRUCT AN APPROXIMATELY 5-STORY, 195-UNIT RESIDENTIAL PLANNED DEVELOPMENT AS MORE PARTICULARLY DESCRIBED IN EXHIBIT A, LOCATED WITHIN THE MIXED USE – WEST (MU-W) ZONING DISTRICT WITH A FUTURE LAND USE DESIGNATION OF MIXED USE – WEST (MU-W) SUBJECT TO SPECIFIC DEVELOPMENT STANDARDS SET FORTH IN EXHIBIT B AND CONDITIONS OF APPROVAL SET FORTH IN EXHIBIT C; APPROVING A DEVELOPMENT OF SIGNIFICANT IMPACT; APPROVING A CONDITIONAL USE PERMIT; APPROVING A HEIGHT BONUS INCENTIVE THROUGH THE CITY’S SUSTAINABLE BONUS INCENTIVE PROGRAM; APPROVING A MAJOR SITE PLAN FOR THE DEVELOPMENT OF A RESIDENTIAL PLANNED DEVELOPMENT; PROVIDED FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE

Action: Motion made by Commissioner Malega and seconded by Vice Mayor McVoy to approve Ordinance 2022-17 the following added conditions on first reading: the remainder of 50% of the sustainable bonus would be used for littoral plantings/wetlands and one 3-bedroom attainable unit; adding four 3-bedroom units; would look into the feasibility of adding trees and water access to the northern canal and at the possibility of a bus stop; each building would have two elevators; the dog park would be relocated; would look into having a pull off for school buses, ride share or deliveries and setting the second reading and public hearing for March 7, 2023.

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

UNFINISHED BUSINESS:

A. (reordered to follow the Consent Agenda) Selection of final redistricting map

B. Mobile Home Park Solid Waste & Recycling Rate Modification (59:34 pt. 2)

Action: Motion made by Vice Mayor McVoy and seconded by Commissioner Diaz to approve the Mobile Home Park Solid Waste & Recycling Rate Modification (residential rates).

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

CITY ATTORNEY'S REPORT: (1:31:08 pt. 2)

City Attorney Torcivia provided the following report:

- asked for clarification for the referendum ordinance regarding future redistricting for the March 2024 ballot.

UPCOMING MEETINGS AND WORK SESSIONS:

February 8 - Pre-agenda Work Session @ 9 AM

February 9 - Special @ 5 PM

February 21 - Regular @ 6 PM

ADJOURNMENT: (1:32:16 pt. 2)

Action: Motion made by Vice Mayor McVoy and seconded by Commissioner Malega to adjourn the meeting at 9:47 PM.

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

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

Minutes approved February 21, 2023.

Item time stamps correspond to the video recordings of the meetings on YouTube. The meeting video is in two parts.

**MINUTES
CITY OF LAKE WORTH BEACH
CITY COMMISSION PRE-AGENDA WORK SESSION
CITY HALL COMMISSION CHAMBER
WEDNESDAY, FEBRUARY 8, 2023 - 9:00 AM**

The meeting was called to order by Mayor Resch on the above date at 9:06 AM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

ROLL CALL: (1:18) Present were Mayor Betty Resch; Vice Mayor Christopher McVoy and Commissioners Sarah Malega and, Reinaldo Diaz. Also present were City Manager Carmen Davis and City Clerk Melissa Ann Coyne. Commissioner Kimberly Stokes was absent.

UPDATES / FUTURE ACTION / DIRECTION:

Commissioner Malega left the meeting at 9:37 AM.

ADJOURNMENT: (52:38)

The meeting adjourned at 09:58 AM.

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

Minutes Approved: February 21, 2023

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

**MINUTES
CITY OF LAKE WORTH BEACH
SPECIAL CITY COMMISSION MEETING – SHORT-TERM RENTALS
CITY HALL COMMISSION CHAMBER
TUESDAY, FEBRUARY 9, 2023 – 5:00 PM**

The meeting was called to order by Mayor Resch on the above date at 5:08 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

ROLL CALL: (0:17) Present were Mayor Betty Resch; Vice Mayor Christopher McVoy and Commissioners Sarah Malega, Kimberly Stokes (arrived at 5:11 PM) and Reinaldo Diaz. Also present were City Manager Carmen Davis, City Attorney Christy Goddeau and Deputy City Clerk Shayla Ellis.

PLEDGE OF ALLEGIANCE: (0:41) led by Vice Mayor Christopher McVoy.

NEW BUSINESS:

A. Update Discussion on Vacation and Short-Term Rentals in Lake Worth Beach (17:12)

Action: Consensus to allow public three minutes for public comment on the agenda item. (1:11:54)

Action: Consensus to provide notice of a minimum of 120 days to those operating a short-term rental before the enforcement of the existing parameters regarding the required length for rentals within the City begins. (2:22:30)

Action: Consensus to develop a plan for the enforcement of the existing parameters regarding the required length for rentals within the City and to present the developed plan to the Commission at a future meeting. (2:27:41)

ADJOURNMENT: (2:31:28)

Action: Motion made by Commissioner Stokes and seconded by Vice Mayor McVoy to adjourn the meeting at 7:40 PM.

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

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

Minutes approved February 21, 2023.

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

DRAFT

STAFF REPORT REGULAR MEETING

AGENDA DATE: February 21, 2023

DEPARTMENT: Financial Services

TITLE:

Payments of Fiscal Year 2021/2022 Invoices

SUMMARY:

Authorization for payment of outstanding invoices for goods and services provided in Fiscal Year 2021/2022 not paid prior to the closure of the accounts for the fiscal year

BACKGROUND AND JUSTIFICATION:

Financial Services Department received invoices for goods and services provided to the City Departments during Fiscal Year 2021 and 2022. Though the goods and services were approved and provided for in Fiscal Year 2021 and 2022 the invoices for said goods and services provided by Vendors were not paid prior to the Fiscal Year 2022's books being closed. As such, the payment for the goods and services requires authorization of the use of Fiscal Year 2023 funds to cover the expenditures.

The item provides for the necessary authorization by the City Commission to utilize Fiscal Year 2023 funds in the amount of \$136,306.85 to cover the expenses incurred and goods and services received in Fiscal Year 2021 and 2022

MOTION:

Move to approve/disapprove authorization of the use of Fiscal Year 2023 funds to pay for expenditures that incurred in Fiscal Year 2021 and 2022.

ATTACHMENT(S):

Fiscal Impact Analysis
Invoice List

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Inflows					
Current Appropriation	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows					
Operating	136,306.85	0	0	0	0
Capital	0	0	0	0	0
Net Fiscal Impact	0	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

Department	Company Name	Invoice Number	PO #	GL Account	Amount	Date of Inv
Electric	Sunbelt	129257202-0001		401-6031-531-44-20	2,047.50	8/22/2022
Electric	Sunbelt	130399007-0001		401-6031-531-44-20	3,585.37	9/19/2022
Finance	Canon	29015317	187424	001-1220-513-44-20	355.00	8/12/2022
Human Resources	MD Now Medical	32509		520-1331-513-34-50	430.00	7/1/2021
Human Resources	MD Now Medical	33007		520-1331-513-34-50	860.00	9/1/2021
Human Resources	MD Now Medical	34013		520-1331-513-34-50	750.00	3/1/2022
Public Works	Oracle	SIN145438		001-5062-519-46-10	522.80	7/1/2022
Public Works	Oracle	SIN154620		001-5062-519-46-10	131.00	8/23/2022
Public Works	Arco Supply	886497		001-5062-519-46-10	87.04	8/16/2022
Public Works	Unifirst	3120026515		001-8062-572-52-40	12.23	9/14/2022
Public Works	Unifirst	3210027603		001-8062-572-52-40	12.23	9/21/2022
Public Works	Unifirst	3120028934		001-8062-572-52-40	12.23	9/28/2022
Public Works	Unifirst	3120025130		001-8062-572-52-40	12.23	9/7/2022
Public Works	Unifirst	3120023924		001-5062-519-52-40	61.16	8/31/2022
Public Works	Unifirst	3120027587		001-5062-519-52-40	36.22	9/21/2022
Public Works	Unifirst	3120028921		001-5062-519-52-40	36.22	9/28/2022
Public Works	Active Alarms	P24674		410-5081-534-34-50	433.84	9/14/2022
Public Works	Advanced Alarm	96508		001-3010-521-46-10	343.47	9/1/2022
Public Works	Advanced Alarm	95155		001-3010-521-46-10	327.42	6/1/2022
Public Works	Sutton Consulting	911		001-5050-519-46-21	300.00	5/11/2022
Sewer	Mock Roos & Assoc	5210014		403-7010-535-34-50	1,625.00	9/30/2022
Sewer	Mock Roos & Assoc	5209025		403-7010-535-34-50	3,423.50	8/31/2022
System Ops	Culligan West Palm	605931		401-6031-531-52-90	790.00	6/30/2022
Water	Lake Worth Herald	L40491	188371	402-7022-533-49-10	106.05	6/15/2022
Water	Unifirst	3120023926		402-7022-533-52-40	55.81	8/31/2022
Electric	Heritage-Crystal Clean	17540571	191236	401-6034-531.34.10	523.44	8/5/2022
Public Works	Beach Environmental	75145741	183897	001-502-519-34-50	64.50	9/30/2022
Public Works	Beach Environmental	75147011	183397	001-502-519-34-50	39.00	9/30/2022
Public Works	Beach Environmental	75145742	183397	001-502-519-34-50	80.00	9/30/2022
Electric	Davey	917120898		401-6034-531.34.10	110,702.98	9/30/2022
IT	Department Of Management Service	2P-6701	191021	510-1520-519-41-10	53.06	8/31/2022
IT	Department Of Management Service	2R-2818	191021	510-1520-519-41-10	331.92	9/30/2022
Leisure	Phase Design Print Web	9357	191175	001-8063-572-52-90	780.00	9/7/2022
Leisure	Phase Design Print Web	9293	191172	001-8063-572-52-90	85.00	8/1/2022
Electric	Traub Lieberman	393757	190807	401-6010-531-31-90	1,155.00	9/30/2022
Customer Svc	Dataprose	3P65900	190667	401-1240-513-34-50	315.90	9/28/2022
Customer Svc	Dataprose	3P66179	190667	401-1240-513-34-50	118.73	9/28/2022
Customer Svc	Dataprose	3P65383	190667	401-1240-513-34-50	1,445.00	9/28/2022
City Attorney	M/R/N	268		001-1110-514-31-10	95.00	3/31/2021
City Attorney	M/R/N	285		001-1110-514-31-10	646.00	7/31/2021
City Attorney	M/R/N	290		001-1110-514-31-10	570.00	9/30/2021
City Attorney	M/R/N	298		001-1110-514-31-10	665.00	10/31/2021
City Attorney	M/R/N	299		001-1110-514-31-10	95.00	12/31/2021
City Attorney	M/R/N	313		001-1110-514-31-10	665.00	3/31/2022
City Attorney	M/R/N	314		001-1110-514-31-10	665.00	5/31/2022
City Attorney	M/R/N	319		001-1110-514-31-10	855.00	7/31/2022
				Total :	136,306.85	

STAFF REPORT REGULAR MEETING

AGENDA DATE: February 21, 2023

DEPARTMENT: Community Sustainability

TITLE:

Ordinance No. 2022-15 – Second Reading – Approval of a Residential Urban Planned Development, Major Site Plan, Conditional Use Permit (CUP), and Sustainable Bonus Incentive Program (SBIP) requests for the project commonly referred to as “Lake Worth Station” located at 930 N G Street to construct a 4 to 5-story, 91 dwelling unit multi-family development with 39 multi-family units proposed to qualify as workforce housing

SUMMARY:

The Applicant, Ricardo Hernandez - Bridge Holding, LLC, is requesting approval of the following:

- A Residential Urban Planned Development request to construct an approximately 4 to 5-story, 91-unit multi-family residential structure with additional site improvements and public amenities.
- Major Site Plan for a development in excess of 7,500 square feet.
- A Conditional Use Permit request to develop a multi-family residential use structure greater than 7,500 square feet.
- A Sustainable Bonus request for additional density (+/- 4 units) and height (3 stories & 24’8”).
- The property is zoned Transit Oriented Development – East (TOD-E).

The Applicant is proposing a multi-family development on two (2) vacant lots totaling 1.438-acres with the purpose of “improving the area while contributing to the residential, and recreational uses surrounding the area.” The proposed residential project includes the construction of a 4 to 5-story building, surface parking, public plaza on 10th Avenue North, outdoor amenities, and a public interactive linear nature trail. Of the 91 residential units, 5 will be studio units, 60 will be 1-bedroom units, 23 will be 2-bedroom units, and 3 will be 3-bedroom units. Thirty-nine (39) of the units have been deed restricted as workforce housing through the PBC Workforce Housing program. The Applicant is opting into the new workforce housing ordinance to utilize the 25% parking reduction, which requires a minimum of 14 units to be income restricted units.

BACKGROUND AND JUSTIFICATION:

The Planning and Zoning Board (PZB) at their August 3, 2022 meeting, recommended approval of the project with conditions. The motion included one modification to staff’s recommended conditions of approval that requested the applicant move one of the units to the lowest workforce housing income category. Discussion included many questions by the new members of the PZB as well as a request to reconfigure the entrance along 10th Avenue to reduce potential traffic conflicts at that entrance if feasible.

On September 6, 2022, the City Commission voted to continue first reading on the project for further discussion and identified areas of concern for the applicant to address, including reducing the height of the main building to 4 stories if feasible, preserving the existing pine trees, adding some larger units, and providing outdoor space. On December 12, 2022, the applicant submitted modifications to the proposed site and landscape plans as well as revised architectural plans, elevations and renderings based on direction by the City Commission at the September 2022 meeting. These changes included the addition of the linear parcel across North G Street, which will add additional parking, 10 dwelling units, and an interactive educational trail on native habitat.

Staff prepared an analysis memorandum on the proposed changes, which meet all standards and requirements as outlined in the City's Land Development Regulations (LDRs) and Comprehensive Plan except in one (1) area where the applicant is requesting additional flexibility. Specifically, the applicant is requesting to reduce the front build-to line on 10th Avenue North to 15 ft (3 ft reduction) to allow for the pine trees at the rear of the structure to be preserved.

The proposed project will also implement the Sustainable Bonus Incentive Program to attain an increase in height (+/- 24' 8" feet / 3-stories) and density (+/- 4 units), which in exchange will contribute to the purpose of the comprehensive plan to incorporate sustainable design features, community-based improvements and overall design excellence as part of a development proposal. Per condition of approval, the applicant shall be required to pay 50% of the sustainable bonus incentive value to the City in the amount of \$231,202.50. For the remaining 50% of the incentive award value (\$231,202.50), the Applicant is proposing the following qualified on-site improvements 25 affordable/workforce housing units, which is equal to 27.47% of all units (27.47% of \$231,202.50 = \$63,511.33), a public plaza along 10th Avenue North (\$30,000), and a public interactive educational trail on native habitat (unknown value at this time). The total value of the qualifying improvements is anticipated to be approximately equal to the required incentive value of \$231,202.50. The final values will be determined at permit. Should the costs of the improvements not increase to meet/exceed the remaining SBIP value due, the applicant has been conditioned to pay the difference.

Additional background, history and justification can be found in the attached documentation, including the analysis memorandum and the advisory board staff report on the original submittal.

The City Commission approved the project on first reading at the January 17, 2023 meeting. The City Commission added an additional waiver to allow street side balconies to extend into the side setback to be utilized as functional outdoor space. The applicant has submitted additional SBIP numbers as a follow-up to discussion on first reading, which is included as Attachment 7. Staff also updated the ordinance's conditions of approval to reflect the 10th Avenue North entrance configuration, and the Commission's request for wider balconies.

MOTION:

Move to approve/disapprove Ordinance No. 2022-15, an Urban Planned Development, Major Site Plan, Conditional Use Permit (CUP), and Sustainable Bonus Incentive Program (SBIP) requests for the project commonly referred to as "Lake Worth Station" located at 930 N G Street to construct a 4 to 5-story, 91 dwelling unit multi-family development with 39 multi-family units proposed to qualify as workforce housing.

ATTACHMENT(S):

Ordinance 2022-15
Staff Memorandum of Revised Plans
Supporting Plans and Documents
PZB Staff Report on initial plans

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ORDINANCE NO. 2022-15 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 930 NORTH G STREE TO CONSTRUCT AN APPROXIMATELY 5-STORY, 91-UNIT MULTI-FAMILY RESIDENTIAL DEVELOPMENT AS MORE PARTICULARLY DESCRIBED IN EXHIBIT A, LOCATED WITHIN THE TRANSIT ORIENTED DEVELOPMENT - EAST (TOD-E) ZONING DISTRICT WITH A FUTURE LAND USE DESIGNATION OF TRANSIT ORIENTED DEVELOPMENT (TOD) SUBJECT TO SPECIFIC DEVELOPMENT STANDARDS SET FORTH IN EXHIBIT B AND CONDITIONS OF APPROVAL SET FORTH IN EXHIBIT C; APPROVING A CONDITIONAL USE PERMIT; APPROVING HEIGHT AND DENSITY BONUS INCENTIVES THROUGH THE CITY’S SUSTAINABLE BONUS INCENTIVE PROGRAM; APPROVING A MAJOR SITE PLAN FOR THE DEVELOPMENT OF A 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, Bridge Holding, LLC (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 construction of an approximately 5-story, 91-unit residential development (on a site located at 930 North G Street (PCNs 38-43-44-21-15-274-0080; 38-43-44-21-15-274-0070; 38-43-44-21-15-274-0040; 38-43-44-21-15-274-0030; 38-43-44-21-15-274-0020; and 38-43-44-21-15-272-0100) as further described in Exhibit A (the Property) within the TOD-E Zoning District and the TOD Future Land Use designation, which, if approved, shall constitute an amendment to the City’s official zoning map; and

WHEREAS, the applicant requests use of the City’s Sustainable Bonus Incentive Program to allow for additional height to be considered in conjunction with the applicant’s request for approval for a major site plan for the construction of a residential development currently known as “Lake Worth Station” and containing approximately 91 residential units to be constructed on this site;

47 WHEREAS, on August 3, 2022, the Lake Worth Beach Planning and Zoning Board
48 (PZB) considered the subject application for a Residential Urban Planned Development
49 District, Major Site Plan, Conditional Use Permit, and Sustainable Bonus Incentive
50 Program and recommended that the City Commission approve the creation of this
51 residential planned development subject to specific district development standards and
52 certain enumerated conditions; and

53
54 WHEREAS, on January 7, 2022, the City Commission voted to approve on first
55 reading the subject application for a Residential Urban Planned Development District,
56 Major Site Plan, Conditional Use Permit, and Sustainable Bonus Incentive Program
57 subject to specific district development standards and enumerated conditions herein; and

58
59 WHEREAS, the City Commission has considered all of the testimony and evidence
60 and has determined that the Residential Urban Planned Development District, Major Site
61 Plan, Conditional Use Permit, and Sustainable Bonus Incentive Program including the
62 development regulations and conditions, meets the requirements of the Land
63 Development Regulations, Section 23.3-25.

64
65 **NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE**
66 **CITY OF LAKE WORTH BEACH, FLORIDA, that:**

67
68 Section 1. Recitals. The foregoing recitals are true and correct and are hereby
69 affirmed and ratified.

70
71 Section 2. The Residential Urban Planned Development District located within the
72 TOD-E Zoning District with a future land use designation of TOD, as described more
73 particularly in **Exhibit A**, is hereby approved. This approval includes the approval of the
74 following elements to be known as the Master Development Plan: (a) Residential Urban
75 Planned Development; (b) Major Site Plan; (c) Sustainable Bonus Incentive Program; (d)
76 Conditional Use Permit; (e) district development standards (**Exhibit B**); (f) conditions of
77 approval (**Exhibit C**); (g) required plans including the site plan, landscape plan, and civil
78 & drainage plans; (h) supplemental supporting documents, as well as all agreements,
79 provisions and/or covenants which shall govern the use, maintenance, and continued
80 protection of the residential planned development and any of its common areas or
81 facilities. The applicant is bound to all elements and requirements of the Master
82 Development Plan.

83
84 Section 3. The City's zoning maps shall be updated to reflect the changes to the
85 property described in **Exhibit A**.

86
87 Section 4. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict
88 herewith are hereby repealed to the extent of such conflict.

89
90 Section 5. Severability. If any provision of this ordinance or the application thereof is
91 held invalid by a court of competent jurisdiction, the invalidity shall not affect other
92 provisions of the ordinance which can be given effect without the invalid provision or
93 application, and to this end the provisions of this ordinance are declared severable.

94
95 Section 6. Effective Date. This ordinance shall become effective ten (10) days after
96 its final passage.
97

98 The passage of this ordinance on first reading was moved by Commissioner
99 Malega, seconded by Commissioner Stokes and upon being put to a vote, the vote was
100 as follows:
101

102	Mayor Betty Resch	AYE
103	Vice Mayor Christopher McVoy	AYE
104	Commissioner Sarah Malega	AYE
105	Commissioner Kimberly Stokes	AYE
106	Commissioner Reinaldo Diaz	AYE

107
108 The Mayor thereupon declared this ordinance duly passed on first reading on the
109 17th day of January, 2023.
110

111 The passage of this ordinance on second reading was moved by
112 _____, seconded by _____, and upon being put to a vote,
113 the vote was as follows:
114

115	Mayor Betty Resch
116	Vice Mayor Christopher McVoy
117	Commissioner Sarah Malega
118	Commissioner Kimberly Stokes
119	Commissioner Reinaldo Diaz

120
121 The Mayor thereupon declared this ordinance duly passed on the _____ day of
122 _____, 2023.
123

124 LAKE WORTH BEACH CITY COMMISSION

125
126
127 By: _____
128 Betty Resch, Mayor

129 ATTEST:

130
131
132 _____
133 Melissa Ann Coyne, City Clerk
134

135

Exhibit A

DEPARTMENT FOR COMMUNITY SUSTAINABILITY PLANNING, ZONING AND HISTORIC PRESERVATION DIVISION PROPERTY DESCRIPTION & LOCATION MAP

136

Address: 930 N G Street

137

PCNs: 3838-43-44-21-15-274-0080; 38-43-44-21-15-274-0070; 38-43-44-21-15-274-0040; 38-43-44-21-15-274-0030; 38-43-44-21-15-274-0020; and 38-43-44-21-15-272-0100

138

139

140

Size: approx. 1. 438 acres

141

General Location: Corner of 10th Avenue and North G Street

142

Legal Description: See boundary survey in the Master Development Plan supporting documentation



143

Exhibit B

DEPARTMENT FOR COMMUNITY SUSTAINABILITY PLANNING, ZONING AND HISTORIC PRESERVATION DIVISION DEVELOPMENT STANDARDS

Development Standard	Base Zoning District Transit Oriented Development - East (TOD-E)	Urban Planned Development in TOD-E w/ Sustainable Bonus Incentive Program(SBIP)	Updated Plans 12/12/22
Lot Size (min) In square feet (sf)	13,000 sf	0.5 acres min	1.438 acres (62,640 sf)
Lot Width (min)	100'	100'	135'
Setbacks	Front (min)	10'	18' - 22' ¹
	Rear (min)	10'	18'-22' ¹
	Street Side (min) – west (North G Street)	10'	10'
	Alley Side (min) – east	0'	0'
Impermeable Surface Coverage (maximum)	65%	65%	65%
Structure Coverage (max)	50%	50%	28%
Density (max)	40 du/acre (43 units- Old Plan/57 units – New Plan)	75 du/acre ⁴ (107 units – New Plan)	63.28 du/acre (91 units)
Building Height (max)	30' (max. 2 stories)	68.75' ⁴ (30' Plus 25' = 55' x 25%)	54'-8" 5 stories - N. G Street side 4 stories – 10 th Ave N. side
Maximum Wall Height at Side Setback	30'	68.75 ⁴	50'
Floor Area Ratio (FAR) (max)	1.1	3.313 ⁴	1.32

Development Standard		Base Zoning District Transit Oriented Development - East (TOD-E)	Urban Planned Development in TOD-E w/ Sustainable Bonus Incentive Program(SBIP)	Updated Plans 12/12/22
Living Area (minimum)	Studio	400 sf	400 sf	507 sf
	One-bedroom units	600 sf	600 sf	600 sf
	Two-bedroom units	750 sf	750 sf	888 sf
	Three-bedroom units	900 sf	900 sf	1,232 sf
Parking		- Efficiency – 1.25 spaces per unit - 1-Bed – 1.5 spaces per unit - 2-Bed – 1.75 spaces per unit - Greater than 2-Bed – 2 spaces per unit	107 spaces	110
Flood Zone / Wellfield Zone		Flood Zone X not in floodplain / Wellfield Zone 4	NA	NA
Workforce / Affordable Housing		NA	15% of all units	14 units – Required (15% of all units) 39 units – Proposed deed restricted

146 *A relaxing or waiving of zoning district requirements was requested with the previous plan for two
147 requirements. The new plan requires one (1) waivers or modifications to the zoning district requirements
148 to reduce the build-to-line (front setback). This is requested by the applicant as the building needs to be
149 moved forward to allow for the preservation of the pines. The second waiver would allow for balconies on
150 the street side to overhang by 4' to 5' in total. The balcony depth may be limited by safety concerns or
151 ROW impacts by staff in building permit review.

152
153
154
155
156
157
158

Exhibit C

DEPARTMENT FOR COMMUNITY SUSTAINABILITY
PLANNING, ZONING AND HISTORIC PRESERVATION DIVISION
CONDITIONS OF APPROVAL

Planning & Zoning

- 159 1. Fifty percent (50%) of the sustainable bonus fee and any portion of the remaining sustainable
160 bonus fee (up to an additional 50%) after qualifying improvements are deducted shall be paid to
161 the City within one year of approval, or prior to the issuance of the building permit, whichever
162 comes first.
- 163 2. Fourteen (14) units shall be income restricted in accordance with the City's affordable/workforce
164 housing program requirements.
- 165 3. Qualifying improvements shall include the proposed 25 workforce housing units, the linear
166 educational park along the FEC ROW, and the public plaza along 10th Avenue N.
- 167 4. Prior to building permit application,
168 a. A Unity of Title will be required for all applicable parcels.
169 b. An address application shall be required to be submitted prior to application for building
170 permit for vertical construction.
- 171 5. Prior to the issuance of a building permit, the applicant submit an updated tree mitigation table
172 to determine the final mitigation payment if any into the City's Tree Canopy Restoration fund.
- 173 6. Prior to issuance of a building permit, the applicant shall submit the final School District
174 Availability Determination from the PBC School District and shall pay all applicable fees to PBC
175 prior to the issuance of a building permit.
- 176 7. The proposed residential project shall comply with Palm Beach County's Unified Land
177 Development Best Management Practices for Wellfield Protection as applicable.
- 178 8. All lighting shall comply with lighting code regulations in LDR Section 23.4-3. Further, lighting
179 fixtures shall comply with dark skies fixture recommendations, including a 3000K light tone or less
180 for LED lighting, and shall be consistent with the architectural style of the project as determined
181 by the Development Review Official.
- 182 9. Bollard lighting shall be placed along the linear park (solar preferred).
- 183 10. A fully screened (landscaping) vinyl coated chain link shall be permitted along the FEC ROW
184 property line. Any fence visible from 10th Ave N shall not be chain link, but shall be consistent
185 with the requirements for fencing material in the LDRs.
- 186 11. The linear educational park shall be required, and planted with local native species (Eastern Palm
187 Beach County) and include educational signage. Pines should be included if feasible.
- 188 12. A public access/sidewalk easement may be required for the linear park by the City.
- 189 13. The balconies on the street side shall be increased in size to be functional with a depth of no more
190 than 5'.
- 191 14. A video security system shall be required for the property.
- 192 15. Artificial turf in the dog park and tot lot shall NOT be permitted unless allowed by ordinance at a
193 later date.
- 194 16. Prior to or concurrent with the issuance of building permit for commercial signage, a Site Plan
195 modification for a Uniform Signage Plan regulating the development's signage shall be established
196 in accordance with the City's Land Development Regulations is required. Directional signage shall
197 be exempt from the site plan requirement provided that is appropriately scaled and
198 architecturally consistent.

199 17. A minor site plan amendment shall be required to implement site modifications related to
200 changes based on City Commission direction at the public hearings. Staff will conduct a full
201 technical review to ensure consistency across all plans and with the direction of the Commission.
202

203 **Public Works**

204 **Standard Conditions of Approval:**

- 205 1. The issuance of any permits shall comply with all provisions of the Lake Worth Municipal Code
206 and all other applicable standards including but not limited to the Florida Department of
207 Transportation (FDOT), Manual on Uniform Traffic Control Devices (MUTCD), and City of Lake
208 Worth Public Works Construction Standards and Policy and Procedure Manual.
209 2. No Certificate of Occupancy shall be granted until all conditions of approval have been satisfied
210 under jurisdiction of the Department of Public Works.
211 3. In the event of a legal challenge to this approval, the applicant/owner shall be responsible for all
212 costs to defend the action of the city in approving any and all permits related to this application.
213 Should the applicant fail to enter into an agreement to fund the costs of litigation, the city, at its
214 discretion, may rescind this approval and revoke all permits issued.
215

216 **Additional Conditions of Approval**

- 217 1. Prior to issuance of a building permit:
218 a. The applicant shall contact the Lake Worth Drainage (LWDD) District's Engineering
219 Department and obtain any required permit(s), if necessary, and furnish to the City.
220 b. The applicant shall contact the South Florida Water Management District's (SFWMD)
221 Engineering Department and obtain any required permit(s), if necessary.
222 c. The applicant shall meet with a representative from Public Works Solid Waste and
223 Recycling Division to confirm dumpster enclosure location, accessibility and demand on
224 property and that it is compatible with the requirements of the Department of Public
225 Works. Solid Waste and Recycling Division contact number is 561-533-7344.
226 d. The applicant shall submit an Erosion Control plan and indicate the BMP's and NPDES
227 compliance practices.
228 2. Prior to the issuance of a certificate of occupancy:
229 a. Public Works, DCS, and the City Engineer shall approve the final design of any ROW
230 modifications required by the project's redesign. The applicant shall restore the right of
231 way to a like or better condition.
232 b. Alleyway improvements consisting of 4-inch asphalt millings, graded and compacted, shall
233 be constructed from 10th Avenue North to 9th Avenue North.
234 c. The applicant shall ensure the entire surrounding off-site infrastructure inclusive of the
235 roadway, sidewalk, curbing, stormwater system piping and structures, valve boxes,
236 manholes, landscaping, striping, signage, and other improvements are in the same
237 condition as prior to construction. A pre-construction video of the entire perimeter shall
238 be performed and submitted to the City.
239 d. The applicant shall fine grade and sod all disturbed areas with bahia sod. The applicant
240 shall broom sweep all areas of the affected right of way and remove of all silt and debris
241 collected as a result of construction activity.
242 e. The applicant shall restore the right of way to a like or better condition. Any damages to
243 pavement, curbing, striping, sidewalks or other areas shall be restored in kind.

- 244 f. Prior to performing work in the right of way, the applicant shall apply for and receive
 245 issuance of a "Right of Way/Utility Permit" application.
 246 g. The sidewalk on the east side of North G Street that is bisected by the project property
 247 line shall be maintained solely by the property in perpetuity and the City will not be held
 248 legally responsible for injuries associated with it.
 249

250 Utilities – Water & Sewer

- 251 1. Prior to building permit issuance, capacity fees are due.
 252 2. Provide a public access easement along the sidewalk that is outside the N G Street right of way.
 253 3. Prior to approval of the required minor site plan:
 254 a. The driveway access configuration off 10th Ave N as presented at the public hearings shall be
 255 sent in for review to Palm Beach County traffic along with a traffic study. Provide the County's
 256 TPS review prior to minor site plan approval.
 257 b. Identify if decorative crosswalk in 10th Ave N be damaged by the proposed curb and sidewalk
 258 work? If so, the applicant will be required to restore to a like or better condition.
 259 c. The note regarding the modifications drainage structure in North G Street near 10th Ave N
 260 (east) is not adequate. Detailed information must be provided. This can be addressed during
 261 building permit. The limits of the valley gutter installation in N. G St. are not shown in the
 262 PGD plan. The curb transition located in the southwest side of N G St is not
 263 constructible. With this proposed transition there will be raise curb in front a parking space.
 264 d. Callout the conflict crossing elevations at both locations where the storm main crosses the
 265 12-inch watermain.
 266 e. Install a catch basin in the dumpster enclose that connects to an oil and grease interceptor
 267 box that discharges to CB2.
 268 f. There appears to be a significant amount of runoff in the North East corner of the proposed
 269 project that will not be contained or treated. Additionally, on the east parcel there is no
 270 containment or treatment to north and/or west of the building. On the west parcel is
 271 completely missing a stormwater containment area. This area is likely using a pervious
 272 system, but there is contradicting information in the plans. The PGD plan calls this area as
 273 asphalt surface. Clarify plans at minor site plan. Plans shall require approval of the City
 274 Engineer prior to the issuance of building permit.
 275 g. Pedestrian mobility shall be addressed at the sidewalk located on the west side of N G St at
 276 9th Ave N. An ADA ramp shall be installed on the west side of the intersection to make a cross
 277 walk to the ramp located at the NE corner.
 278 h. Revise the callout on the type of material of the existing gravity sewer to be VCP. The
 279 condition to line the sewer main remains as noted. The gravity sewer located in the alleyway
 280 from 10th Ave N to 9th Ave N is found to be in poor condition and it's not scheduled to be
 281 replaced by the water department. This development shall line the interior of the pipe with
 282 a cured in place liner from the manhole just south of the 10th Ave N ROW to the manhole just
 283 north of the 9th Ave N ROW.
 284 i. The domestic potable water meter shall be constructed to match the utility design standard
 285 of a Siamese configuration. Show the lay length accurately on the plans. The lay length of
 286 the meter strainer, meter and spool pipe is a 49-inches. This lay length does not include the
 287 required RPZ and dual gate valves.
 288 j. Provide verification that the single 6-inch sewer lateral is adequate for all the apartment units
 289 proposed in this project.
 290 k. Depending on the final driveway alignment the existing fire hydrant may need to be relocated
 291 (extend underground pipe away from access).

292 i. Add the DDCA detail for the fire line.

293

294

295 **Electric Utilities**

296 1. Prior to application and the issuance of a building permit, Electric Utilities is requesting the
297 following:

298 2. Items in regards to the facility's Electrical Site Plan drawings (Electrical Details - E21_222028 BH)
299 are needed to more accurately determine the location of the Electrical Equipment, the Electrical
300 Connections, and Wiring, including Underground (UG)

301 3. An appropriate Power Distribution Planning to ensure that there is adequate capacity (transformer
302 capacity and feeder capacity) to meet the load demands of the facility shall be specified

303 4. The facility's potential annual electric energy (power consumption) shall be determined

304 5. If Electric Vehicle (EV) Chargers are considered: Please provide the number of EV chargers to be
305 installed as well as type of chargers. For example, does the applicant intend to install Level II
306 charger or Level III DC Fast chargers? Quantities of each type? And will these be connected from
307 the facility's main meter or connected directly to the City's electric utility distribution system?

308 6. The Electric Utility Dept. is requesting a review meeting with the developer & electrical engineers
309 to review and clarify any additional electrical related items.

310 **Prior to the issuance of a building permit:**

311 7. Show the location of the Padmount Transformers, Automatic Transfer Switch (ATS), and the meter
312 banks. The Padmount Transformer locations will need to be in an accessible location to our trucks
313 and will need 8-ft (8 feet) of minimum clearance in the front and 3-ft (3 feet) of minimum clearance
314 on the sides and rear. This clearance includes landscaping. None trees, plants, shrubs or
315 vegetations are allowed within the clearance

316 8. Provide the electric riser diagrams for all buildings, the proposed electrical loads and the voltages
317 required, including proposed Electrical Cable Schedules

318 9. Provide the Amp Sizes and Voltages for any other services needed than the commercial units, such
319 as lighting, irrigation, etc. If any meter is over 320 amps for Single Phase, and over 200 amps for 3

- 320 Phase, a CT Cabinet and CT Meter Can will need to be installed. All meters and CT Cabinets will
321 need a minimum of 36" (36 in) of clearance in front of them
- 322 10. Provide a 10-ft (10 feet) wide utility easement for the underground electric lines, Padmount
323 Transformers & Switchgear that will serve this project. The Main Electric Line Routing from the
324 Poles to the Padmount Transformers will be determined by the Lake Worth Beach design engineer
- 325 11. Transformer & Electrical Equipment Box Pad Elevations shall be FEMA 100 yr. Flood-Plain Elevation
326 + 1-ft (1 feet)
- 327 12. Provide details for Temporary Power during construction, Voltage & Amps and approximate
328 Location of service point
- 329 13. Complete payment to Lake Worth Beach for electrical infrastructure costs for labor & materials to
330 serve this project
- 331 14. The customer will be responsible for installing any Secondary Conduit at a minimum of 24" (24 in)
332 deep from the Secondary Winding of the Transformer of the property to the building
- 333 15. The customer will be responsible for Any and All labor and material costs for providing electric
334 service to this project.
- 335 16. The CLWB will procure one (1) Padmount Transformer and Box Pad to serve the facility, the
336 owner/developer is responsible for the reimbursement costs to the City. The City will procure one
337 (1) Spare Padmount Transformer at the City's expense.

338

339 **Prior to the issuance of a Certificate of Occupancy:**

- 340 1. Provide copy of recorded Utility Easement.
Note that No permanent power can NOT be provided until a Final Electrical Inspection is done.



DATE: January 2, 2023

TO: Members of the City Commission

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

MEETING: January 17, 2023

SUBJECT: **Ordinance 2022-15** - Summary of revised plans and renderings associated with the proposed residential development common known as "Lake Worth Station" located at 930 N G Street within the Transit Oriented Development – East (TOD-E) zoning district. The plans were revised to address concerns identified by the City Commission at the September 6, 2022 meeting and were submitted on December 12, 2022.

On September 6, 2022, the City Commission voted to continue first reading on the project for further discussion and identified areas of concern for the applicant to address, including reducing the height of the main building to 4 stories if feasible, preserving the existing pine trees, adding some larger units, and providing outdoor space. The applicant submitted modifications of the proposed site and landscape plans as well as revised architectural plans, elevations and renderings based on direction by the City Commission at the September 2022 meeting. These changes included the addition of the linear parcel across North G Street, which will add additional parking, dwelling units, and an interactive educational trail on native habitat.

SITE PLAN AND ARCHITECTURAL CHANGES:

On December 12, 2022, the applicant sent staff a revised site plan package, which included improvements to the architecture and landscaping of the site as well as updated renderings of the project. The project eliminated the office component and is requesting a 25% reduction in parking by opting into the City's affordable/workforce housing program. The affordable/workforce housing program will require the dedication of 14 units to be income restricted units. The project is currently proposing 39 workforce force units.

The front portion of the "L" shaped building facing 10th Avenue North will be four (4) stories. The portion of the building fronting North G Street will be five (5) stories. The building was moved forward by three (3) feet to accommodate the City Commission's request to preserve the existing scrub pine trees and to add an outdoor amenity space at the ground level. Furthermore, the design of the building was revised from contemporary to a more traditional Art Moderne, which is an architectural style exemplified in Lake Worth Beach.

The development proposal provides perimeter landscaping and shade trees. The proposed landscaping is consistent with the City's landscape regulations and the Major Thoroughfare Design Guidelines. Tree species include a mix of Gumbo Limbo, Simpson Stopper, Live Oak and Pigeon Plum trees for the perimeter plantings and with multiple native and nonnative shrubs, grasses and groundcovers for the interior plantings. The proposed landscape complies with the City's requirement that a minimum 75% of all required plants be Florida native. As required by the tree removal provisions in the landscape regulations, the applicant submitted a tree survey and an updated disposition plan that was reviewed by staff. The updated tree disposition plan proposes to relocate 13 Sable Palms to the linear pollinator park and to retain 3 Sand Live Oaks and 3 Slash Pines in their current location.

The changes to the plan are outlined in the site data table below. Staff's conditions of approval are located in Exhibit C of Ordinance 2022-15. An additional condition of approval was added to require a minor site plan review process to allow for a full technical review of the proposed changes.

Development Standard		Base Zoning District Transit Oriented Development - East (TOD-E)	Urban Planned Development in TOD-E w/ Sustainable Bonus Incentive Program(SBIP)	Old Plan	Updated Plans 12/12/22
Lot Size (min) In square feet (sf)		13,000 sf	0.5 acres min	1.084 acres	1.438 acres (62,640 sf)
Lot Width (min)		100'	100'	135'	135'
Setbacks	Front (min)	10'	18' - 22' ¹	18'	15'*
	Rear (min)	10'	18'-22' ¹	83'	84.4'
	Street Side (min) – west (North G Street)	10'	10'	9'²	10'
	Alley Side (min) – east	0'	0'	69'	13'
Impermeable Surface Coverage (maximum)		65%	65%	62%	65%
Structure Coverage (max)		50%	50%	29%	28%
Density (max)		40 du/acre (43 units- Old Plan/57 units – New Plan)	75 du/acre ⁴ (81.3 units – Old Plan/107 units – New Plan)	74.72 du/acre (81 Units)	63.28 du/acre (91 units)
Building Height (max)		30' (max. 2 stories)	68.75 ⁴ (30' Plus 25' = 55' x 25%)	54'-10" 5-stories total	54'-8" 5 stories - N. G Street side 4 stories – 10 th Ave N. side
Maximum Wall Height at Side Setback		30'	68.75 ⁴	50'	50'
Floor Area Ratio (FAR) (max)		1.1	3.313 ⁴	1.43	1.32

Development Standard		Base Zoning District Transit Oriented Development - East (TOD-E)	Urban Planned Development in TOD-E w/ Sustainable Bonus Incentive Program(SBIP)	Old Plan	Updated Plans 12/12/22
Living Area (minimum)	Studio	400 sf	400 sf	NA	507 sf
	One-bedroom units	600 sf	600 sf	584 ⁵ sf 2.67% reduction (16 sf)	600 sf
	Two-bedroom units	750 sf	750 sf	891 sf	888 sf
	Three-bedroom units	900 sf	900 sf	NA	1,232 sf
Parking	- Efficiency – 1.25 spaces per unit - 1-Bed – 1.5 spaces per unit - 2-Bed – 1.75 spaces per unit - Greater than 2-Bed – 2 spaces per unit	98 spaces ⁸ – Old Plan 107 spaces ⁸ – New Plan	98	110	
Flood Zone / Wellfield Zone	Flood Zone X not in floodplain / Wellfield Zone 4	NA	NA	NA	
Workforce / Affordable Housing	NA	15% of all units	NA	14 units – Required (15% of all units) 39 units – Proposed deed restricted	
<p>1. Additional height and stories setback for sustainable incentive: buildings in excess of thirty (30) feet in height in addition to sustainable incentive shall provide an additional front and rear setback of between eight (8) and twelve (12) feet to the minimum required front and rear setbacks.</p>					
<p>2. Applicant had previously requested to reduce the side setback on the west side setback from 10 feet to 9 feet.</p>					
<p>4. Per Policy 1.2.3.4 of the Comprehensive Plan's Sustainable Bonus, allowing for a 25% bonus in density, intensity and height over Table 1 for urban planned developments less than 2 acres.</p>					
<p>5. Applicant had previously requested to reduce the living area for one-bedroom units from 600 square feet to 584 square feet, or 16 sf (2.67%). A 15% reduction living area is permitted for workforce housing per Policy 3.1.2.2 of the Housing & Neighborhood Element in the Comprehensive Plan. The applicant is not requesting this reduction with the new plan.</p>					
<p>8. A 25% parking reduction as the project is providing workforce housing accordance with the provisions of Ordinance 2022-12.</p>					

*A relaxing or waiving of zoning district requirements was requested with the previous plan for two requirements. The new plan requires one (1) waivers or modifications to the zoning district requirements to reduce the build-to-line (front setback). This is requested by the applicant as the building needs to be moved forward to allow for the preservation of the pines.

Sustainable Bonus Incentive Program (SBIP)

Per Policy 1.2.3.4 of the City's Comprehensive Plan, an urban planned development may obtain a 25% bonus on density, intensity (FAR), and height over the base line as outlined in Table 1 of the Comprehensive Plan. The Applicant is asking for a bonus height and bonus density which are less than the maximum allowances that can be permitted for height and intensity through a sustainable bonus incentive in a planned development in the TOD-E zoning district.

The total square footage of bonus area above the second floor is +/-47,875 square feet. On the 5th floor, approximately 13,779 square feet includes the 16 density bonus units. Therefore, the value of required improvements for the SBIP bonus areas is \$255,720 (34,096 sf X \$7.50 per sf) plus an additional \$206,685 (13,779 sf X \$15 per sf) for the additional units on the 5th floor. The total incentive value is \$462,405. Fifty percent (50%) of the incentive award value is \$231,202.50, which the applicant is required to pay to the City. For the remaining 50% of the incentive award value (\$231,202.50), the applicant is proposing the following qualified on-site improvements including 25 affordable/workforce housing units, which is equal to 27.47% of all units (27.47% of \$231,202.50 = \$63,511.33), a public plaza along 10th Avenue North (\$30,000), and a public interactive educational trail on native habitat (unknown value at this time). The total value of the qualifying improvements is anticipated to be approximately equal to the required incentive value of \$231,202.50. The final values will be determined at permit. Should the costs of the improvements not increase to meet/exceed the remaining SBIP value due, the applicant has been conditioned to pay the difference.



IBI GROUP
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December 9, 2022

Mr. William Waters, AIA
 Director of Community Sustainability Department
 City of Lake Worth Beach
 1900 2nd Avenue North
 Lake Worth Beach, FL 33461

**Re: Lake Worth Station – Project Narrative
 Residential Urban Planned Development, 1.438 Acres
 Major Site Plan, Planned Development and Sustainable Bonus Incentive Program
 IBI Group Project Number 137767
 LWB Project Number 21-01700076**

Dear Mr. Waters:

We hereby submit this Project Narrative, in support of the proposed development of the project called Lake Worth Station, on behalf of Bridge Holding LLC. The subject properties incorporated into the overall project area are described as follows:

Overall Unified Property: 930 N G Street, 1.438 acres

Property Control Numbers:

East Parcel:

- 38-43-44-21-15-274-0080**
- 38-43-44-21-15-274-0070**
- 38-43-44-21-15-274-0040**
- 38-43-44-21-15-274-0030**
- 38-43-44-21-15-274-0020**

West Parcel:

- 38-43-44-21-15-272-0010**

MAJOR SITE PLAN APPLICATION:

Location: 930 N G Street, Lake Worth Beach, FL, Palm Beach County

FEMA Flood Zone: Zone X (0.2 % annual chance flood hazard)

As described in the Survey Legal Description: Refer to survey for full legal description.

East Parcels:

Parcels 2 & 3: Lots 7 and 8, Block 274, The Palm Beach Farms Co. Plat No. 2

Parcels 4 & 5: Lots 4, 5 and 6, Block 274, The Palm Beach Farms Co. Plat No. 2

Parcel 6: Lot 2, Block 274, The Palm Beach Farms Co. Plat No. 2

West Parcel:

Parcel 1: Lot 10, Block 272, The Palm Beach Farms Co. Plat No. 2

Zoning: No change is proposed.

Current: TOD-E

Proposed: TOD-E

Land Use Designation: No change is proposed.

Current: TOD

Proposed: TOD

Existing Use: Five (5) Parcels of vacant land, previously developed and unified as one parcel.

Proposed Use: Residential development, comprised of:

Residential: 91 units (5 Studio, 60-1BR, 23-2BR and 3-3BR)

Leasing Office/Amenities: 1,071 square feet

Project Background:

This project site is located within the CRA and consists of six parcels, which are currently vacant.

The east side of the unified property is bordered by:

North: 10th Avenue North

South: Multi-family Parcel, which is not included in the project.

West: North G Street

East: A platted 10' alley, which is unimproved.

The west side of the unified property is bordered by:

North: 10th Avenue North

South: 9th Avenue North

West: FEC Railroad

East: North G Street

Existing utilities are available to the site by means of:

North: Existing municipal drainage system

South: N/A

West: Existing 12" CIP watermain and overhead power

East: Existing 6" PVC watermain and 8" PVC sanitary sewer

The proposed residential project includes the construction of a five-story building, surface parking and site amenities, to serve 91 residential units and 1 Leasing/Amenity office. Of the 91 residential units, 5 will be Studio units, 60 will be 1-bedroom units, 23 will be 2-bedroom units and 3 will be 3-bedroom units. With 39 of the units, of variable type on a first-come/first-served basis, will be workforce housing.

The site will provide water, sewer and stormwater facilities, as well as a tot lot, dog park and sidewalk infrastructure. The South Florida Water Management District (SFWMD) requirements include analysis of the 5 Year -1 Day, 25 Year - 3 Day, 100 Year - 3 Day storm events for lower parking inlet elevation, berm and discharge rates, and finished floor elevations respectively. Furthermore, the City of Lake Worth requires the 3 Year - 1 Hour storm event be evaluated and fully retained on-site (Code of Ordinance Sec. 18-103.). According to the Eastern Palm Beach County map included in this report, the control water table is estimated at 4.50 ft NAVD. However, the geotechnical report from TSFGEO shows the water table encountered during testing is found at elevations approximately 8-9.5 feet below ground surface, March 9th, 2022. Based on average site grade of 13.8, in the vicinity of the exfiltration tests, we established the water table at elevation 5.8 ft NAVD for a much more conservative approach. The drainage system features exfiltration trench to meet the water quality and water quantity requirements. A control structure featuring a 6" inverted triangle orifice will discharge offsite to the City storm system.

Per Palm Beach County Wellfield Maps, this project site is located in Wellfield Zone 4. An Affidavit of Notification has been submitted to Palm Beach County Department of Environmental Resources Management, who has provided written confirmation that a permit is not required.

RE: Lake Worth Station - Affidavit



Samantha Pucci <SPucci@pbcgov.org>

To Patricia Ramudo



You replied to this message on 2022-06-08 1:55 PM.

[Click here to download pictures.](#) To help protect your privacy, Outlook prevented automatic download of some pictures in this message.



Best Management Practices 2022.pdf
34 KB

Patricia,

As we previously discussed, if it is residential with no pool, generator, or on-site storage of maintenance supplies a permit is not required. The construction crew is to follow the attached Best Management Practices.

Samantha Pucci
Resources Protection
Environmental Resources Management
(561)233-2523
fax: (561) 233-2414

The concept behind this project is intended to provide a residential development with an open plaza to serve the residents and businesses, as well as the community. The project will consist of one building, with a mix of multi-family units (Studio, 1, 2 and 3 Bedrooms). At grade, on-site and off-site parking are also provided. A linear nature/educational park is proposed on the west parcel, abutting the FEC right-of-way.

According to the Major Thoroughfare Design Guidelines, the project site is located within Major Thoroughfare E, which runs along 10th Avenue North, from Dixie Highway to the West City limit. 10th Avenue North is described as “a prominent roadway regularly used by residents, as well as incoming commuters from I-95.”

Site Characteristics:

The site is currently vacant, with existing trees and an encroaching guy wire, extending into the east parcel. The six parcels have been considered vacant since 1999. This is based on a review of historical aerials conducted by the Geotechnical Consultant, TSFGEO.

The topography varies from 13.6 to 16.8 NAVD. The perimeter road elevations are:

North G Street: centerline elevations vary from 14.41 to 14.62 NAVD

10th Avenue North: centerline elevations vary from 15.70 to 16.50 NAVD

East 10' Alley: West R/W elevations vary from 14.50 to 15.10 NAVD

West Parcel: Existing elevations vary from 14.14 to 16 +/- NAVD

Surrounding Property Information: Uses, Architectural Style and Size

East: A platted 10' alley (unimproved) separates the subject property from the adjacent residential lots, comprised of single family, apartment buildings and a vacant lot.

Between East and West Parcels: The North G Street 40' municipal right-of way abuts the property. It is comprised of a two-way, two-lane undivided roadway, with curb and gutter on both sides, as well as a concrete sidewalk on the east side only.

West: Florida East Coast Railroad right-of-way.

North: The 10th Avenue North municipal right-of-way is a two-way, two-lane partially divided roadway. Beyond the roadway are commercial structures.

South: A single family lot is located south of the east parcels and is not included in the proposed development. The 9th Avenue North right-of-way is located along the south of the west

Please refer to following exhibits for the pictures of the project site and surrounding areas.

Aerial photo of site – along 10th Avenue North



Aerial photo of site – along North G Street



Adjacent property photo – along 10' alley



Adjacent property photo – looking west on N G Street, vacant lot and FEC



Adjacent property photo – east view on 10th Ave N, triplex apartment building



Adjacent property photo – residential building located south of subject property and apartment building east of subject property



Justification of the Proposal:

The proposed development will provide workforce housing and is consistent with the vision of the City of Lake Worth Beach and the CRA. The proposed residential development is consistent with the intent of the Transit-Oriented Development (TOD) and the Land Use classification TOD and TOD-E for Zoning. According to the City's Land Development Regulations (LDR), Section 23.3.19, the intent of this designation is "to promote compact, mixed-use development, including multiple-family residential, office and retail, near proposed or existing transportation Infrastructure."

Compliance with the Site Design Qualitative Standards in Section 23.2-31:

1. Harmonious and efficient organization:

Required: The site plan is designed to be harmoniously and efficiently organized in relation to topography, the size and type of plot, the character of adjoining property and the type and size of buildings. The site shall be developed so as to not impede the normal and orderly development or improvement of surrounding property for uses permitted in these LDRs.

Response: *The site plan has been designed to be harmoniously and efficiently organized in relation to topography, the size and type of plot, the character of adjoining property and the type and size of buildings. The character of the proposed development is consistent with the Vision for the Major Thoroughfare Design Guidelines, providing for a vibrant, diverse, safe, inviting and sustainable features. With an open plaza, located at the 10th Avenue North frontage, as well as a linear nature park, the project invites community interaction. The perimeter public sidewalks provide walkability and connectivity to the on-site pedestrian walkways. The building is placed along both North G Street and 10th Avenue North corridors, with surface parking east and south of the building, as well as within the west parcel, such that it minimizes any adverse effects to its neighbors. Driveway access is placed on the east alley and the west side street, minimizing vehicular interaction with vehicular and pedestrian circulation. The driveway connection on the alley has been reviewed by Palm Beach County Fire Rescue and is designed to meet their clearance criteria. On-site parking is designed along the south and east of the building, screening it from public view, by means of low walls and landscaping. Additional parking is provided along North G Street, within the west parcel.*

2. Preservation of natural conditions:

Required: 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.

Response: *The subject property is undeveloped, with existing trees and vegetation. Proposed improvements will be provided in compliance with environmental jurisdictional agencies and enhancements will include water quality, water quantity and erosion control measures.*

3. Screening and buffering:

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

Response: *For the east parcel, screening of the on-site parking is provided by placing it at the east and rear of the property and will be screened by the building and landscape improvements. The solid waste dumpster will be located in an enclosure located at the southeast of the property and will provide collection and storage of solid waste and recyclables. Site lighting will comply with the City's lighting design and illumination standards, such that it will not spill over to surrounding properties. Landscaping of the perimeter buffers will be designed in such a manner as to compliment the architectural style of the buildings.*

4. Enhancement of residential privacy:

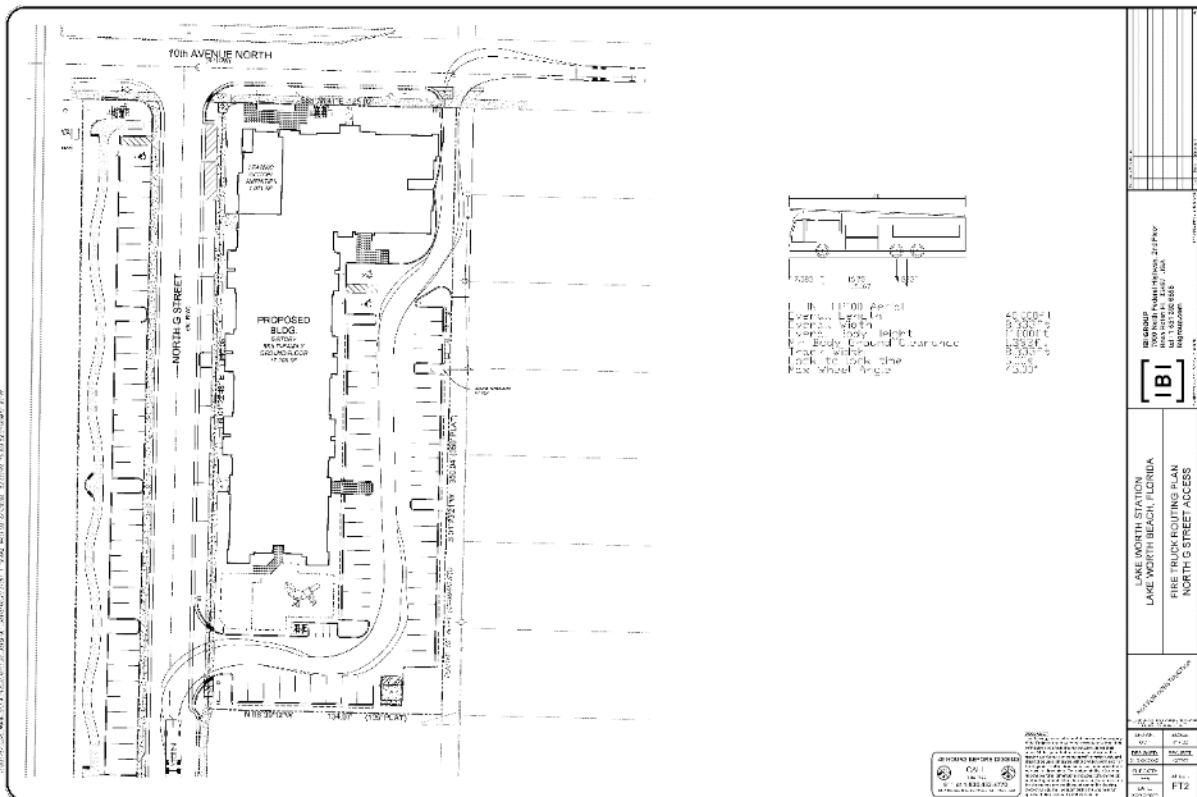
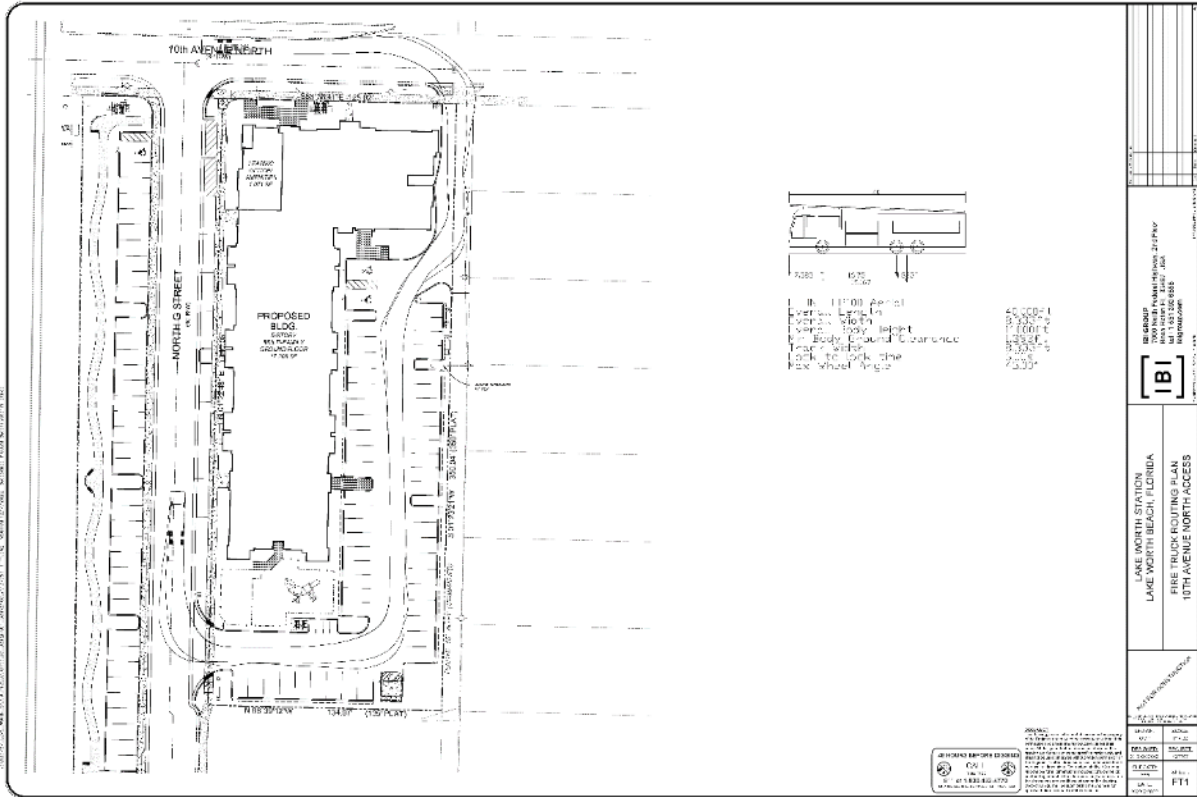
Required: The site plan shall provide reasonable, visual and acoustical privacy for all dwelling units located therein and adjacent thereto. Fences, walls, barriers and vegetation shall be arranged for the protection and enhancement of property and to enhance the privacy of the occupants.

Response: *The project will be consistent with Crime Prevention Through Environmental Design Principles (CPTED) to reinforce the privacy and safety of the residents. The building will be designed to provide acoustical and visual privacy for the residents, by means of building placement, impact windows and high rated insulation. Perimeter landscape plantings will provide visual screening. The proposed building has been placed at 84.4' from the south property line, in excess of the 15' required, and 67.3' from the east property line, in excess of the 10' required, thereby allowing for additional residential privacy for the abutting properties.*

5. Emergency access:

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

Response: *Emergency access is provided by means of the perimeter streets and interior private roadway. Fire truck access to the west side of the building will have access to a proposed fire hydrant and Fire Department Connection (FDC). In addition, the building will have an additional access to an existing fire hydrant at the northeast corner of the property. A truck turning analysis was conducted, using an aerial fire truck template to access the rear drive aisle to maneuver from the side street onto the property. In addition, emergency vehicles will also have full access available the interior drive. The building will be provided with a fire sprinkler system, connected to a Fire Alarm.*



6. Access to public ways:

Required: The building, dwelling units and other facilities shall have safe and convenient access to a public street, walkway or other area dedicated to common use; curb cuts close to railroad crossings shall be avoided.

Response: *Vehicular access is provided by means of driveway connections at the alley, south of 10th Avenue North and North G Street. Pedestrian access is provided along the north and west perimeter public rights-of-way, as well as internal pedestrian pathways.*

7. Pedestrian circulation:

Required: There shall be provided a pedestrian circulation system which is insulated as completely as reasonably possible from the vehicular circulation system.

Response: *The on-site pedestrian circulation system is complimentary to the perimeter public sidewalks along the two perimeter streets providing connectivity to the linear park, the internal parking areas, the plaza area and the external public sidewalks.*

8. Design of ingress and egress drives:

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

Response: *The proposed ingress and egress, are provided by means of two driveway connections located at the east alley and North G Street. The private roadway provides a 22' wide, two-way roadway to connect to the parking area circulation. Due to low traffic volumes and design of perimeter streets, turn lanes are not required.*

9. Coordination of on-site circulation with off-site circulation:

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

Response: *The proposed vehicular and pedestrian improvements to the public rights-of-way adjacent to the site allow for ingress and egress, as well as on-street parking that will reinforce the desired development pattern. The connection to the existing perimeter roadways of 10th Avenue North and North G Street are not affected. In addition to emergency vehicle accessibility, a truck turning analysis confirmed that solid waste collection vehicles are able to enter the property without conflict. The return radius provided on the entrance drives allow for unrestricted access by emergency and solid waste collection vehicles.*

10. Design of on-site public right-of-way:

Required: On-site public street and rights-of-way shall be designed for maximum efficiency. They shall occupy no more land than is required to provide access, nor shall they unnecessarily fragment

development into small blocks. Large developments containing extensive public rights-of-way shall have said rights-of-way arranged in a hierarchy with local streets providing direct access to parcels and other streets providing no or limited direct access to parcels.

Response: The project will provide on-street parking on the west parcel, along the west right-of-way of the North G Street, as well as adding public sidewalks on both sides of the roadway. On North G Street, there are 12 parallel parking spaces proposed, with two of these spaces to be considered as Temporary Delivery/Loading and Rideshare spaces. On the west side of North G Street, the west parcel will offer 37 additional parking spaces. The location of the on-street parking was designed in coordination with the City. Access to the off-street parking is provided by means of the proposed driveway connections and internal roadway, in compliance with City and FDOT standards.

11. Off-street parking, loading and vehicular circulation areas:

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

Response: The site is designed so that the off-street parking, temporary loading and vehicular circulation are located, designed and screened to minimize the impact of noise, glare and odor on adjacent properties. Site lighting and landscaping improvements are designed to comply with the City's standards.

12. Refuse and service areas:

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

Response: Refuse and service areas will be provided by means of an on-site dumpster, located at the southeast corner of the property and within the dumpster enclosure, where solid waste and recyclables will be collected.

13. Protection of property values:

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

*Response: The proposed project will have a positive impact on the adjoining property values, as well as the overall community values, by means of the site plan elements related to the residential building. The linear natural park will provide for native vegetation and educational focal points. The proposed tot lot and dog park are situated such that the maximum number of signature trees are preserved. The design character of the project is described as inspired by the **Modern Industrial** design style. A mix of bold and straight lines, simple volumes, metal rails, aluminum cantilever balconies roofs, and entries accents are materials that are left after a business vacates its industrial space and become an integral part of an industrial style. No other style is so strong with metal elements. Bold colors, and textures while metal is sleek and modern.*

Transitional development:

Required: 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.

Response: This project site is located in the Transit-Oriented Development (TOD) land use and TOD-E zoning areas, therefore this section does not apply. However, the site plan is designed with the principles of the new urbanism, inspired by the old industrial style, strategically oriented within the site creating an icon along the main intersection which will be integrated into the surrounding area.

Consideration of future development:

Required: In finding whether or not the above standards are met, the review authority shall consider likely future development as well as existing development.

Response: The project is a single-phase project that will complement the City and CRA's Vision for the TOD-E area, City's Land Development Regulations, the Major Thoroughfares Design Guidelines and the Sustainability /Economic Development objectives, as well as, the design of the site and building that are consistent with urban design principles. Therefore, it is requested that the review authority consider that the above standards are met.

Compliance with Community Appearance Criteria Section 23.2-31(I):

The general requirements outlined in this section are minimum aesthetic standards for all site developments, buildings, structures, or alterations within the corporate limits of the city, except single-family residences. However, additions to existing buildings and sites shall be subject to review by the development review official for a determination regarding submission to the planning and zoning board or historic resources preservation board for review. All site development, structures, buildings or alterations to site development, structures or buildings shall demonstrate proper design concepts, express honest design construction, be appropriate to surroundings, and meet the following community appearance criteria:

Required:

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

Response:

The proposed Lake Worth Station project will adhere to the Compliance with Community Appearance Criteria. The design and layout of the site are consistent with the Major Thoroughfare Design Guidelines.

The elevations are inspired by the **Modern Industrial** architectural style, as well as the Design Guidelines. The project will enhance and embrace the City's Vision, creating a vibrant, safe, inviting and sustainable community asset.

Major Thoroughfare Design Guidelines:

- Encourage high-quality mixed-use infill development that is comprised of residential, office, entertainment, and commercial uses.
- Provide the residents living in the upper floors of a mixed-use development with high-quality standards of living.
- Protect the pedestrian and enhance the pedestrian environment and scale.
- Provide residents with entrances separate from office and commercial spaces.
- Create a base that distinctly grounds the building, and which enhances the streetwall along each thoroughfare.
- Developments should include open spaces accessible to the public, located on the ground floor, as well as private spaces for residents.
- Ensure that commercial/retail spaces on the lower floor are appropriately designed to promote uses that serve the community living in a mixed-use development.
- Ensure compatibility between adjacent uses, especially residential.

Response: The site elements comply with the guidelines state above. The proposed development is consistent with the City's Comprehensive Plan and the CRA's redevelopment initiatives and programs.

MIXED USE URBAN PLANNED DEVELOPMENT: Per Section 23.3-25.e

Project Narrative addressing the following:

- A general description of the proposed development, including the total acreage involved in the project; the number and percentage of acres devoted to various categories of land use; the number and type of dwelling units proposed and the overall project density in dwelling units per gross acre; the minimum design standards for such features as lot shape and size, building size and lot coverage, open space, off-street parking and loading, signs, and landscaping;

Response: The project consists of a 1.438 acre site, to be developed in a single phase and single building. The 5-story building will provide 91 multi-family units, together with amenity spaces, including a ground floor leasing space and a fifth floor amenity space. Parking is provided in excess of required. Also provided are bicycle and scooter parking, as well as four electric charging spaces. Refer to attached detailed information

LAKE WORTH STATION - SITE DATA

EXISTING ZONING	TOD-E Transit Oriented Development East	
PROPOSED ZONING	TOD-E Transit Oriented Development East	
EXISTING FUTURE LAND USE	TOD Transit Oriented Development	
PROPOSED FUTURE LAND USE	TOD Transit Oriented Development	
PCN #	38-43-44-21-15-274-0080	
	38-43-44-21-15-274-0070	
	38-43-44-21-15-274-0040	
	38-43-44-21-15-274-0030	
	38-43-44-21-15-274-0020	
	38-43-44-21-15-272-0100	
PROPOSED USE	Multi-family and Workforce Housing	
ANTICIPATED DATE OF COMPLETION	December 2025	
	REQUIRED	PROVIDED
LOT AREA (square feet)	13000	62640
LOT AREA (acres)	0.288	1.438
LOT WIDTH (feet)	100	135
BUILDING HEIGHT - To top of parapet (feet)	55	55'-4"
NUMBER OF STORIES	2	5
BUILDING SETBACKS		
FRONT-North (10th Ave North)	10'	15'
REAR-South (Residence)	15'	84.4'
SIDE STREET-West (North G Street)	10'	10'
SIDE STREET-East (Alley)	10'	67.3'
RESIDENTIAL DENSITY (du/acre)	60	75
Basis of increase: 25% increase for Planned Development, per FLU, Policy 1.2.3.4; 60 du/acre + 25% = 75 du/acre	88	108
Studio		5
1 Bedroom/1 Bathroom		60
2 Bedroom/2 Bathroom		23
3 Bedroom/2 Bathroom		3
Workforce Housing (1 Bedroom/1 Bathroom)		39
Total Units		91
BUILDING AREA (SF)	0	85846
BUILDING COVERAGE - GROUND FLOOR	50%	28%
BUILDING FLOOR AREA (sf)		
GROUND FLOOR		17169
2ND FLOOR		17367
3RD FLOOR		17046
4TH FLOOR		17046
5TH FLOOR		13779
TOTAL BUILDING COVERAGE AREA		82431
FLOOR AREA RATIO (FAR)	2.65	1.32
LIVING AREA		
Studio	500	507
1 Bedroom Units	800 SF	800
2 Bedroom Units	750 SF	888
3 Bedroom Units	900 SF	1232
IMPERMEABLE SURFACE (IMPERVIOUS)	65%	65%
BUILDING (Ground Floor)		27%
CONCRETE CURBS (sidewalk, curbs, pads)		5%
PAVEMENT		28%
PARKING PERVIOUS CONCRETE/ASPHALT PAVERS (80% impervious)		7%
PERMEABLE SURFACE (PERVIOUS)	35%	35%
LANDSCAPE + OPEN SPACE		28%
PARKING PERVIOUS CONCRETE/ASPHALT PAVERS (80% pervious)		7%
PARKING REQUIREMENTS		
MF-Studio = 5 UNITS @ 1 PER UNIT	5	See below
MB-1BR = 60 UNITS @ 1.5 PER UNIT	90	See below
MF-2BR = 23 UNITS @ 1.75 PER UNIT	40	See below
MF-3BR = 3 UNITS @ 2 PER UNIT	6	See below
ADMINISTRATIVE/LEASING Office = 871 SF @ 1 PER OFFICE	1	See below
Workforce Housing Credit, 28% =	36	See below
GROSS PARKING REQUIRED	187	See below
REQUIRED PARKING (with 25% Workforce Housing Parking Credit)		100
Off-street (on-site) Regular Parking Spaces		66
Off-street (on-site) Compact Parking Spaces @ 28% of Required Parking		22
Off-street (on-site) Handicap Parking Spaces		3
Side-street Parallel Parking Spaces (including 2 delivery & ideshore spaces)		12
Bonus Parking = Bike Racks = 1 set of 4 = 1 @ 1 space per 4		3
Scooter Parking Bonus = 1 per each =		4
Electric Charging Spaces (4%)	4	4

NO WAIVERS ARE REQUESTED.

- A statement indicating the manner in which the proposed project complies with the comprehensive plan:

Response:

1. *Location: The project is located east of Interstate 95, which is designated as Transit Oriented Development-East.*
2. *Minimum area required: The project area is 1.438 acres, which exceeds the minimum area required of 0.5 acres.*
3. *Permitted uses: This project is a mixture of residential and office uses, which are permitted uses.*
4. *Required setbacks: The required setbacks are provided along the north, south and east. A waiver is requested along the west side of the property, a reduction of 1 foot from 10 feet to 9 feet. Justification of this request is based on the proposed on-street parking and workforce housing.*
5. *Parking and loading space requirements: The parking analysis, as shown below, indicates 107 parking spaces required. Total parking provided is 109, including credit for the six sets of two bike racks and the 4 scooter parking spaces. There are two delivery and rideshare parking spaces provided on North G Street.*
6. *Landscaping/buffering: Landscaping and buffering are provided as required.*
7. *Illumination: Site lighting is compliant with the illumination limit of one (1) foot candle at the boundaries of the project site.*
8. *Outdoor storage: There are no outdoor storage facilities proposed for this project.*
9. *Sustainability: Sustainability features shall be included in the project design and in compliance with the Florida Green Building Coalition criteria.*

The project is consistent with the CRA's redevelopment initiatives and programs. The overall project site was assembled from five (5) parcels, as shown on the survey provided. As per the Future Land Use Element Policy 1.1.1.8, the project provides live-work units and compact, sustainable urban infill residential development that meets the vision for the Transit-Oriented Development (TOD) land use and TOD-E zoning district, as well as the Major Thoroughfare Design Guidelines. The project is also consistent with the intent of the Sustainable Bonus Incentive Program, which allows an increase in density, intensity and height.

*The proposed project is consistent with and furthers the applicable Goals, Objectives and Policies of the City's **Comprehensive Plan**, which are as follows:*

GOAL 1.2: To strive to foster the City of Lake Worth as a livable community where live, work, play and learn become part of the daily life of residents and visitors.

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

Policy 1.2.2.1: The City shall continue to promote compact developments within the mixed-use high density residential and TOD areas while providing adequate public services for each development in the most cost-effective manner possible.

Objective 1.2.3: The City shall establish incentives to help support the creation of a compact, sustainable, community-oriented development by implementing a Sustainable Bonus Incentive Program.

Objective 1.2.4: The City shall establish incentives to encourage the redevelopment of the City's stressed and blighted areas through a formal Transfer of Development Rights Program.

Policy 1.2.4.1 The City shall implement a Transfer of Development Rights Program as described in Policy 1.2.4.4 to provide for increased density, intensity and height allowances through the purchase of development potential from the City's properties with a Public Future Land Use Designation.

GOAL 1.6: To support and coordinate with the City's Community Redevelopment Area (CRA) infill and redevelopment initiatives and programs and to provide incentives for the continued redevelopment of the historic downtown commercial core of the City.

Objective 1.6.1: To support the redevelopment of older urban area.

Policy 1.6.1.1: The City shall support redevelopment with recommended regulations pertaining to height, density, design, mixed use, neighborhood compatibility and protection of historic resources.

Response: The development proposal complies with the referenced sections above and there are no waivers requested.

Policy 1.6.1.2: The City shall encourage new development, infill and redevelopment in conjunction with existing or planned transit improvements where possible.

- The proposed schedule of development which identifies the anticipated project start and completion dates, stages of development (if any), and the area and location of common open space to be provided at each stage.

Response: The anticipated total construction time, from issuance of the building permit, 265 days. The anticipated start date is January 2024. The common open space is located in the open plaza area and the linear natural park and will be available upon completion of construction.

- Compliance with the General Provisions and Requirements in Section 23.3-25(b), which are as follows:

Utilities: All utilities, including telephone, cable television, and electrical service systems, shall be installed underground. However, the following facilities may be exempt from this requirement:

- A. Accessory facilities normally associated with such systems that require above-ground installation, provided such facilities are screened adequately; and

B. Primary facilities, such as electric substations, providing service to the planned development or to service areas not located within the planned development. Primary facilities shall be screened or landscaped.

Response: Utilities will be installed underground, in accordance with the criteria noted in subsection A, i.e., fire hydrants, backflow preventers, etc. Primary facilities will be screened by means of landscaping.

Visibility triangle: In all planned development, visibility at all street and alley intersections shall be provided pursuant to section 23.4-4.

Response: The visibility/site triangle is noted on the site plan and landscape plan.

Open space: In all planned development, sufficient areas of common open space shall be provided at each stage of development and upon completion of development. Such common open space shall include areas not covered by water.

Response: The open space provided is comprised of green space and pervious hardscape. The total open space, located within the west parcel, the open plaza, tot lot, dog park and perimeter landscape areas, are provided as follows:

Green Space and Pervious Hardscape = 21,891 SF = 0.503 AC. = 35%

- **Establishment of planned development districts:** All planned developments shall comply with sections 23.2-27, 23.2-28 and 23.2-29. Planned development districts will be established from designated existing zoning districts by amendment to the official zoning map for tracts of land suitable in location, extent, and character for the structures and uses proposed.

Response: Acknowledged.

- **Unified control:** All land included for purpose of development within a planned development district shall be owned or under the control of the petitioner for such zoning designation, whether that petitioner be an individual, partnership or a corporation, or a group of individuals, partnerships or corporations. The petitioners shall present firm evidence of the unified control of the entire area within the proposed planned development district and shall agree that when the development proceeds:
 - It will be in accordance with the ordinance officially adopted for the district and the regulations in effect when the planned development was approved.
 - Agreements, contracts, or deed restrictions and covenants will be provided to the city to insure that the development will occur in accordance with the master development plan; and that the developer, his successors, assignees, or heirs, are responsible for the continued maintenance and operation of common areas and facilities, including sodding, watering down and fencing of undeveloped areas earmarked for future stages of development that are disturbed during development.

Response: The property will be unified under a Declaration of Unity of Title or other means. The developer/applicant will execute any necessary agreements with the City and CRA.

- **Master development plan.** Any petition for planned development district zoning shall be accompanied by a professionally prepared master development plan.

Response: A master development site plan is provided.

- Supporting information. Applications for planned development approval shall include all the documentation set forth above.

Response: Applications are submitted together with this document and supporting documents.

- Professional services required. A master development plan for any proposed planned development district shall be prepared utilizing the professional services of individuals possessing appropriate licensure or registration.

Response: Acknowledged and provided.

- Application fees. Application fees for planned development districts shall be established and amended by resolution of the city commission.

Response: Acknowledged and provided.

Conditional Use:

Justification Statement to address the Conditional Use Criteria in Section 23.2-29.d and Section 23.2-29-e, which are as follows:

- **General findings** relating to harmony with LDRs and protection of public interest. Prior to approving any Conditional Use permit, the decision making authority shall find based on competent and substantial evidence that:
 - The Conditional Use exactly as proposed at the location where proposed will be in harmony with the uses which, under these LDRs and the Future Land Use Element, are most likely to occur in the immediate area where located.
 - The Conditional Use exactly as proposed at the location where proposed will be in harmony with existing uses in the immediate area where located.
 - The conditional use exactly as proposed will not result in substantially less public benefit or greater harm than would result from use of the site for some use permitted by right or some other conditional use permitted on the site.
 - 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.
- **Specific findings** for all conditional uses. Prior to approving any Conditional Use, the decision making authority shall find that:
 - 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.
 - The proposed conditional use will not result in a significantly greater amount of through traffic on local streets than would result from a development permitted by right and is appropriately located with respect to collector and arterial streets.
 - The proposed conditional use will not produce significant air pollution emissions or will appropriately mitigate anticipated emissions to a level compatible with that which would result from a development permitted by right.
 - 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.

- The proposed Conditional Use will be so located in relation to water lines, sanitary sewers, storm sewers, surface drainage systems and other utility systems that neither extension nor enlargement nor any other alteration of such systems in a manner resulting in higher net public cost than would result from development permitted by right.
- The proposed Conditional Use will not place a demand on municipal police or fire protection service beyond the capacity of those services, except that the proposed facility may place a demand on municipal police or fire protection services which does not exceed that likely to result from a development permitted by right.
- 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.
- The proposed Conditional Use will not generate light or glare which encroaches onto any residential property in excess of that allowed in Section 23.4-10 – Exterior Lighting.

Response: *The development proposal complies with the referenced sections above.*

SUSTAINABLE BONUS INCENTIVE PROGRAM:

The Sustainable Bonus Incentive Program is outlined in City Code Section 23.2-33 and provides the following criteria, which apply to this project:

1. Any buildings seeking incentives must be over two stories, which allows for increases in height and intensity over baseline maximums. Once a year, the City Commission will establish baseline sustainable bonus values to participate in the program.
2. As part of a planned development, mixed-use planned development, residential planned development, or urban planned development, a project may receive a 25% bonus on density, intensity, and height over the baseline. For each project requesting the additional bonus, twice the baseline sustainable bonus value will apply to each square foot above the maximum base threshold.
3. For mixed-use urban planned developments located west of Dixie Highway, which include at least three (3) use categories, one being residential, an additional 50% bonus in density, intensity, and height over the baseline may be obtained. For each project requesting the additional bonus, twice the baseline sustainable bonus value will apply to each square foot above the maximum base threshold.

Response: *This project proposes use of the Sustainable Bonus Incentive Program for the following:*

- *Increase the height of proposed building to 55'-4".*
- *Increase the number of stories of proposed building to 5 stories*
- *Increase the density of the project to 75 du/acre*

The project will provide a community benefit by means of workforce housing. In addition, it will incorporate sustainable design and development principles, including best practices, pervious concrete pavement, rainwater harvesting, native materials, etc.

4. Projects incorporating transfer development rights must be a mixed use urban planned development, planned development, mixed use planned development or residential planned development.

Response: The project is proposed as a mixed-use planned development with multi-family residential and work space.

5. Projects must have incorporated all of the density, height and intensity bonuses available under the sustainable bonus program prior to being eligible for the transfer development rights program.

Response: The project proposal does not require TDR allowances for the proposed building:

LAKE WORTH STATION			
SUSTAINABLE BONUS & TDR INCENTIVES			
Site Area	62,640 SF	1.438 AC	Comments
Building			
Ground Floor	17,169 SF		
Second Floor	17,387 SF		
Third Floor	17,048 SF		
Fourth Floor	17,048 SF		
Fifth Floor	13,779 SF		949 sf of amenity space deducted
Total Area	82,431 SF		
Total Site Building Construction			
Total Building Area	82,431 SF		
Lot Size	62,640 SF		
Total Construction FAR	1.316		
FAR by right	1.5		
Floor Area by right	93,960 SF		
Sustainable Bonus Incentive			
	Area (sf)	Unit Cost (per sf)	Value
Building			
Third Floor	17,048	\$5	\$0, due to community benefit of affordable housing
Fourth Floor	17,048	\$5	\$85,240
Fifth Floor	13,779	\$10	\$137,790
Sustainable Value	47,875		\$223,030
Transfer Development Rights			
	Area (sf)	Unit Cost (per 10)	Value
Primary Building	0	\$10	\$0
Total Incentives Value			
			\$223,030
Incentives provided			
50% Cash to City			\$111,515
Workforce Housing (43% SB1 Value)		on-site	\$95,903
West Parcel Native Plantings Linear Park		on-site	\$30,000
North G Street Sidewalk		on-site	\$20,000
Total Incentives Provided			\$257,418

LDR SECTION 23.2-33.C.2: Review/Decision

Review/decision: The development review official shall review the application along with the zoning approvals otherwise required of the development proposal under these LDRs. Development applications that require further review or approval by a decision-making board shall also include the development review official's recommendation regarding the award of bonus height or intensity (the "incentive award") under the program. Any decision on the incentive award shall be made by the planning and zoning board, the historic resources planning board, or the city commission as applicable. A decision on an incentive award may be appealed under the procedures applicable to the development application with which it is associated. No waiver or variance may be granted regarding the incentive award. The award of bonus height or intensity under this program shall be based on the following criteria:

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

Response: With the proposed improvements, the balance will be achieved.

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

Response: The proposed improvements include workforce housing, higher quality and additional open space, pervious concrete pavement and public art (sculpture).

- (c) Do the proposed off-site improvements meet the priorities of the city for community sustainability; and

Response: The proposed off-site parking will provide public parking, as well as loading/unloading.

- (d) Do the proposed features, improvements or fees in-lieu meet the intent of the Sustainable Bonus Incentive Program?

Response: The proposed features and improvements meet the intent of the Sustainable Bonus Incentive Program.

Based on the information provided and contained herein, we hereby request approval of the Major Site Plan, Planned Development District, Sustainable Bonus Incentive Program and Transfer Development Rights.

If you have any questions, please contact me at (954) 974-2200, EXT. 52120, or at patricia.ramudo@ibigroup.com.

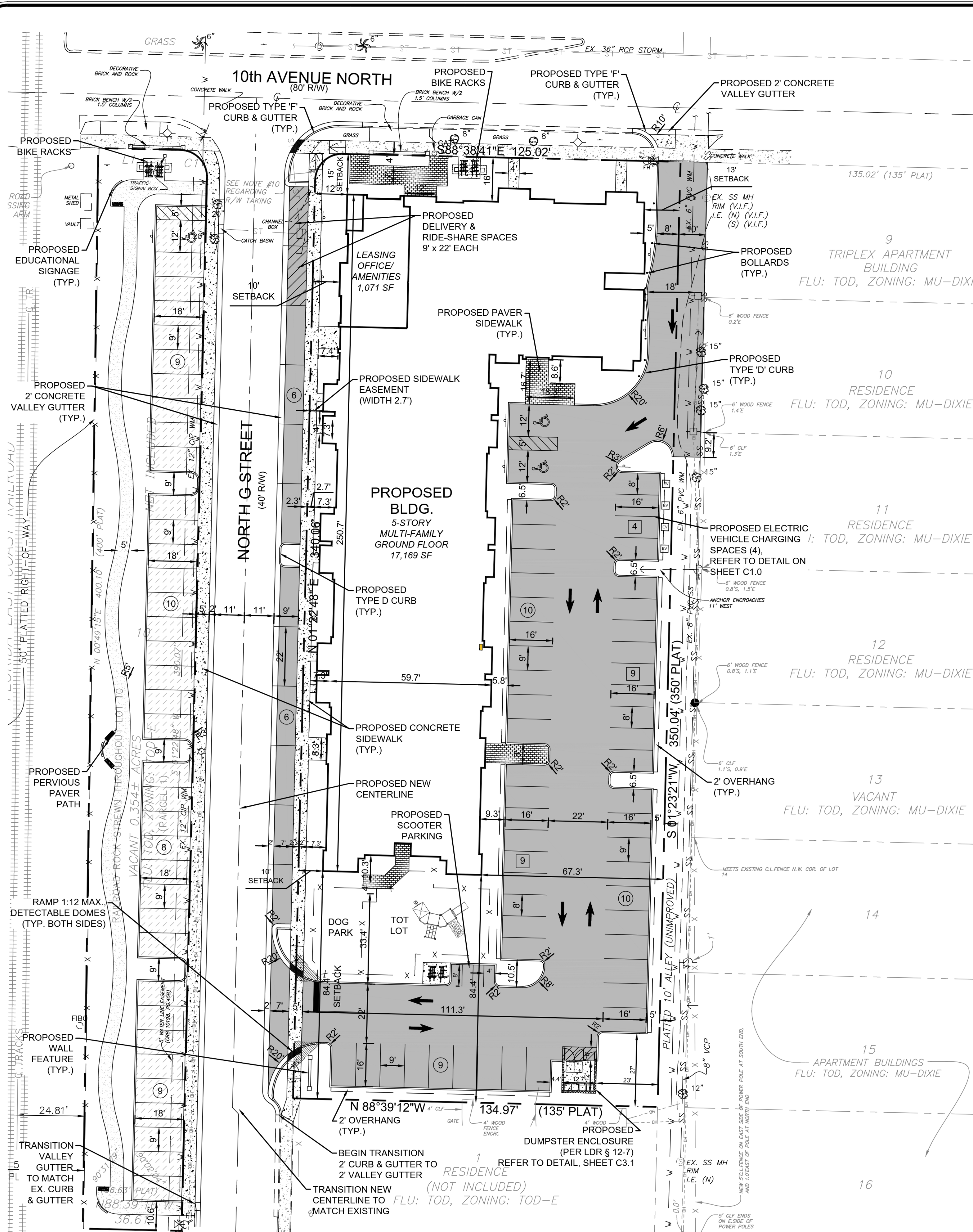
Sincerely,

IBI Group Professional Services (USA) Inc.



Patricia F. Ramudo, PE LEED AP
Manager of Engineering

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LAKE WORTH STATION - SITE DATA

EXISTING ZONING	TOD-E	Transit Oriented Development East
PROPOSED ZONING	TOD-E	Transit Oriented Development East
EXISTING FUTURE LAND USE	TOD	Transit Oriented Development
PROPOSED FUTURE LAND USE	TOD	Transit Oriented Development
PCN #		38-43-44-21-15-274-0000
		38-43-44-21-15-274-0070
		38-43-44-21-15-274-0030
		38-43-44-21-15-274-0020
		38-43-44-21-15-272-0100
PROPOSED USE		Multi-family and Workforce Housing
ANTICIPATED DATE OF COMPLETION		December 2025

	REQUIRED	PROVIDED
LOT AREA (square feet)	13300	62640
LOT AREA (acres)	0.298	1.438
LOT WIDTH (feet)	100	135
BUILDING HEIGHT - To top of parapet (feet)	55	55'-4"
NUMBER OF STORIES	2	5

BUILDING SETBACKS	REQUIRED	PROVIDED
FRONT-North (10th Ave North)	10'	15'
REAR-South (Residence)	15'	84.4'
SIDE STREET-West (North G Street)	10'	10'
SIDE STREET-East (Alley)	10'	67.3'

RESIDENTIAL DENSITY (du/acre)	REQUIRED	PROVIDED
Basis of increase: 25% increase for Planned Development, per FLU Policy 1.2.3.4; 60 du/acre + 25% = 75 du/acre	86	108
Studio	5	5
1 Bedroom/1 Bathroom	60	60
2 Bedroom/2 Bathroom	23	23
3 Bedroom/2 Bathroom	3	3
Workforce Housing (1 Bedroom/1 Bathroom)	39	39
Total Units	91	91

BUILDING AREA (SF)	REQUIRED	PROVIDED
	0	85845

BUILDING COVERAGE - GROUND FLOOR	REQUIRED	PROVIDED
	50%	28%

BUILDING FLOOR AREA (sf)	REQUIRED	PROVIDED
GROUND FLOOR	13300	17169
2ND FLOOR		17367
3RD FLOOR		17048
4TH FLOOR		17048
5TH FLOOR		13779
TOTAL BUILDING COVERAGE AREA	13300	82431

FLOOR AREA RATIO (FAR)	REQUIRED	PROVIDED
	2.65	1.32

LIVING AREA	REQUIRED	PROVIDED
Studio	500	537
1 Bedroom Units	600 SF	600
2 Bedroom Units	750 SF	898
3 Bedroom Units	900 SF	1232

IMPERMEABLE SURFACE (IMPERVIOUS)	REQUIRED	PROVIDED
BUILDING (Ground Floor)	27%	27%
CONCRETE CURBS (sidewalk, curbs, pads)	5%	5%
PAVEMENT	26%	26%
PARKING PERVIOUS CONCRETE/ASPHALT PAVERS (50% impervious)	7%	7%

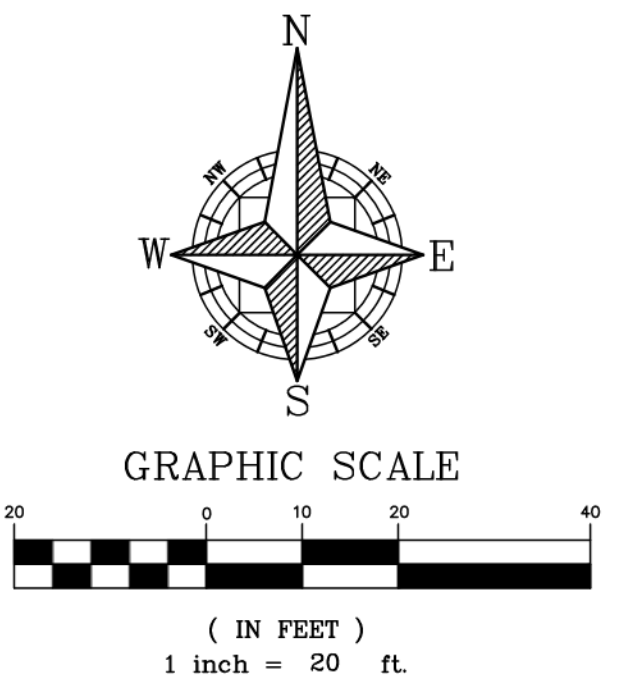
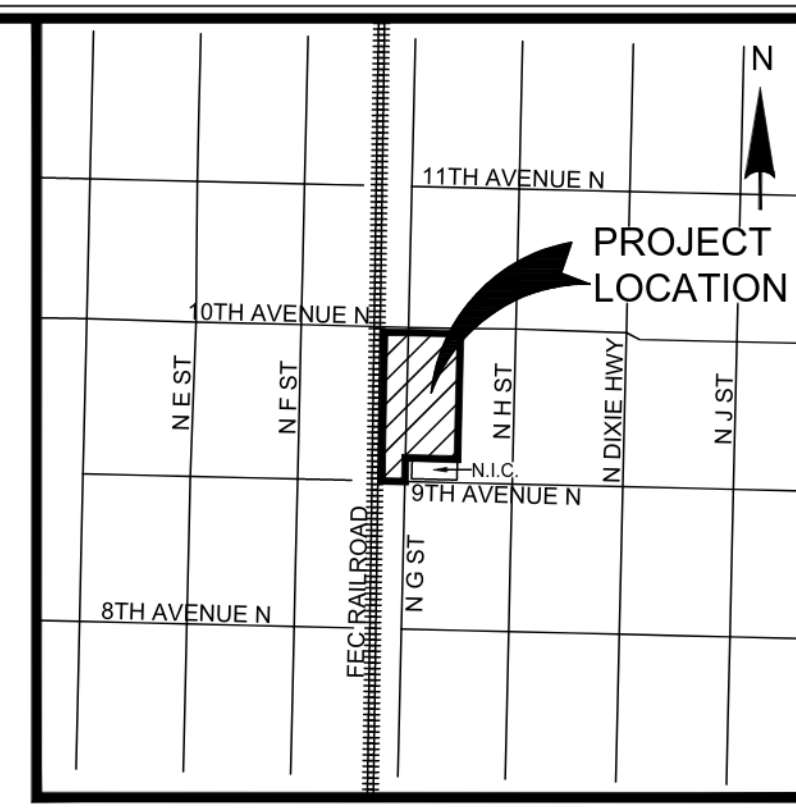
PERMEABLE SURFACE (PERVIOUS)	REQUIRED	PROVIDED
LANDSCAPE + OPEN SPACE	28%	28%
PARKING PERVIOUS CONCRETE/ASPHALT PAVERS (50% pervious)	7%	7%

PARKING REQUIREMENTS	REQUIRED	PROVIDED
MF-Studio = 5 UNITS @ 1 PER UNIT	5	See below.
MF-1BR = 60 UNITS @ 1.5 PER UNIT	90	See below.
MF-2BR = 23 UNITS @ 1.75 PER UNIT	40	See below.
MF-3BR = 3 UNITS @ 2 PER UNIT	6	See below.
ADMINISTRATIVE/LEASING Office = 891 SF @ 1 PER OFFICE	1	See below.
Workforce Housing Credit, 25%	36	See below.
GROSS PARKING REQUIRED	197	See below.

REQUIRED PARKING (with 25% Workforce Housing Parking Credit)	REQUIRED	PROVIDED
Off-street (on-site) Regular Parking Spaces	65	65
Off-street (on-site) Compact Parking Spaces @ 25% of Required Parking	22	22
Off-street (on-site) Handicap Parking Spaces	3	3
Side-street Parallel Parking Spaces (including 2 delivery & rideshare spaces)	12	12
Bonus Parking = Bike Racks = 1 set of 4 = 1 @ 1 space per 4	3	3
Scoter Parking Bonus = 1 per each =	4	4
Electric Charging Spaces (4%)	4	4

PROJECT NARRATIVE:
 The project is located at 930 N G Street, Lake Worth Beach, FL / Parcel # 38-43-44-21-15-274-0080. The proposed mixed-use project includes the construction of a residential building, surface parking and site amenities. Additionally the site will include water & sewer, stormwater facilities, and sidewalk infrastructure. The South Florida Water Management District (SFWMD) requirements include analysis of the 5 Year - 1 Day, 25 Year - 3 Day, 100 Year - 3 Day storm events for lower parking inlet elevation, berm and discharge rates, and finished floor elevations respectively. Furthermore, the City of Lake Worth requires the 3 Year - 1 Hour storm event be evaluated and fully retained on-site (Code of Ordinance Sec. 18-103). According to the Eastern Palm Beach County map included in this report, the control water table is estimated at 4.50 ft NAVD. However, the geotechnical report from TSFGEO shows the water table encountered during testing is found at elevations approximately 8-9.5 feet below ground surface, March 9th, 2022. Based on average site grade of 13.8, in the vicinity of the infiltration tests, we established the water table at elevation 5.8 ft NAVD for a much more conservative approach. The drainage system features exfiltration trench to meet the water quality and water quantity requirements. A control structure featuring a 6" inverted triangle orifice will discharge offsite to the City storm system. The summary table below provides the final pre- vs post elevations and discharge rates for all the aforementioned stormevents.

Storm Event	Pre	Post	Comment
3 year - 1 Hour	13.26	11.47 ft NAVD	Fully retained on-site, Bleeder Invert EI = 11.50
5 Year - 1 day	14.37	13.75 ft NAVD	Min Inlet EI = 14.00
25 Year - 3 day	14.86	14.36 ft NAVD	Min Perimeter EI = 14.50
100 year - 3 day	15.16	15.74 ft NAVD	Min FFE 16.00, no discharge



- ### LEGEND
- ASPHALT AREA
 - PERVIOUS PAVEMENT PARKING AREA
 - CONCRETE
 - BRICK PAVERS
 - PERVIOUS PAVER PATH
 - 1 COMPACT PARKING SPACES
 - 1 STANDARD PARKING SPACES
 - EV ELECTRIC VEHICLE CHARGING SPACE

NOTE:
 PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY, ALLEYWAY IMPROVEMENTS CONSISTING OF 4" ASPHALT MILLINGS, GRADED AND COMPACTED, SHALL BE CONSTRUCTED FROM 9TH AVENUE NORTH TO 10TH AVENUE NORTH.

IBI GROUP
 7000 North Federal Highway, 2nd Floor
 Boca Raton FL 33487 USA
 tel +1 561 393 6555
 ibigroup.com

IBI

LAKE WORTH STATION
LAKE WORTH BEACH, FLORIDA

SITE PLAN

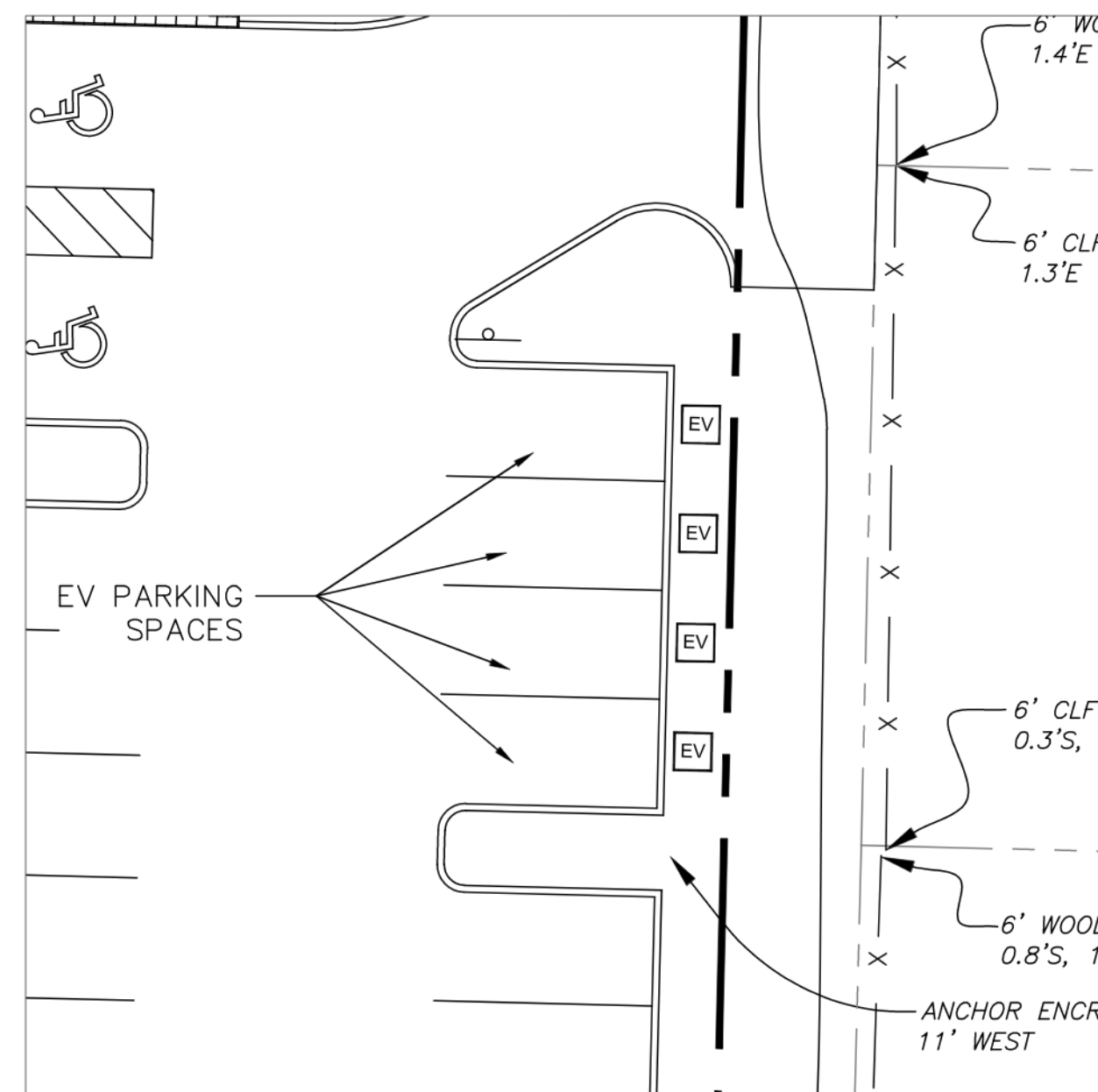
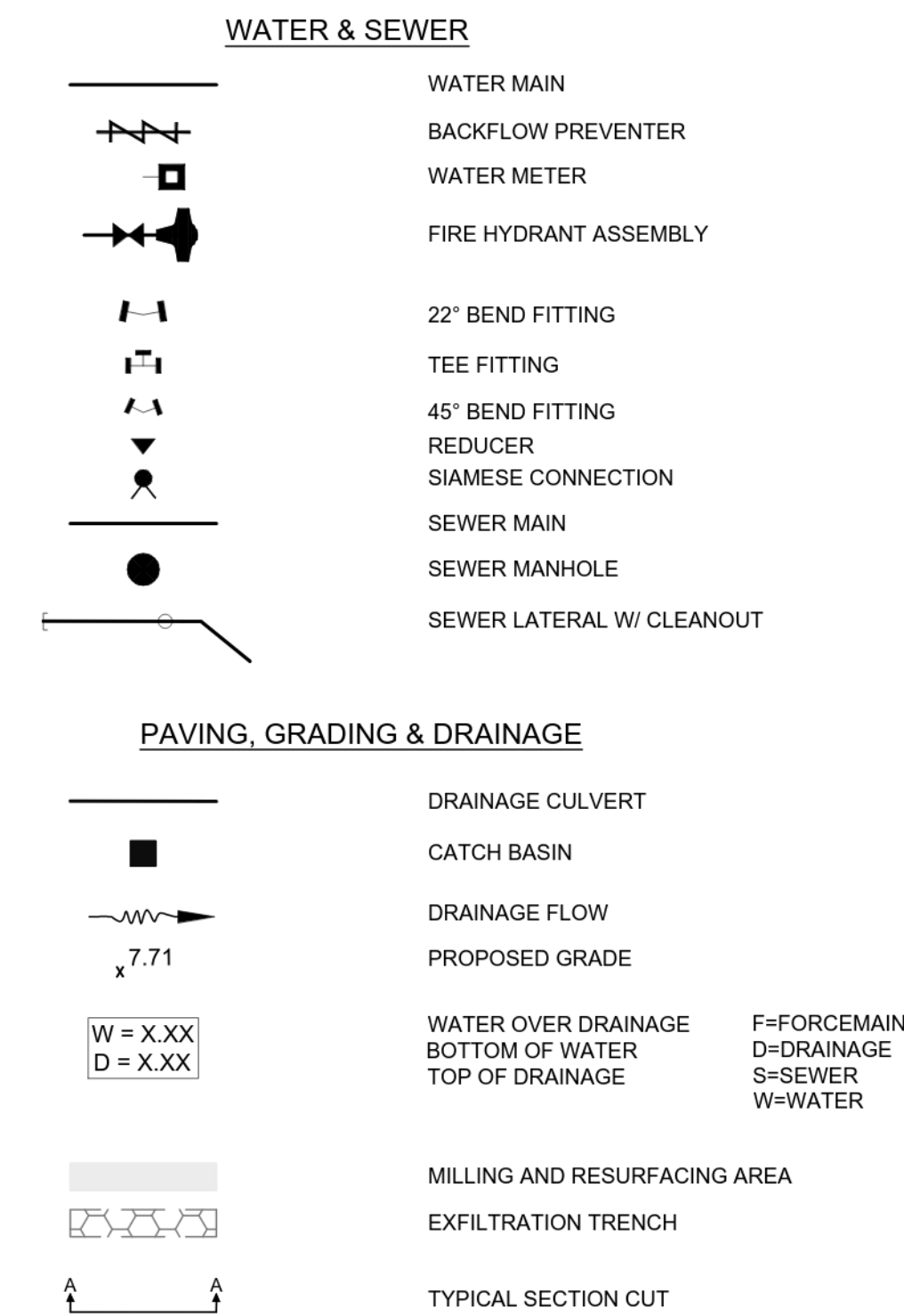
NOT TO BE FILED FOR RECORD UNLESS SIGNED AND DATED WITH THE ORIGINAL SET OF PAPER OR ELECTRONICALLY SIGNED AND DATED IN ACCORDANCE WITH THE FLORIDA PROFESSIONAL ENGINEERING STATUTE, CHAPTER 481, PART I, F.S.

DRAWN: CMP	SCALE: 1" = 20'
DESIGNED: CMP	PROJECT: 137767
CHECKED: PFR	SHEET: SP1.0
DATE: 12/07/2022	

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

48 HOURS BEFORE DIGGING
 CALL TOLL FREE
 811 or 1-800-432-4770
 SUNSHINE STATE ONE CALL CENTER

LEGEND



EV PARKING SPACE DETAIL

NOTES:

- THE FOUR (4) EV PARKING SPACES ARE TO BE LOCATED AT THE SINGLE COMPACT PARKING SPACES ON NORTHEAST PARKING AREA AS NOTED IN THE DETAIL ABOVE.
- AS REQUIRED, 4% OF THE OFF-STREET PARKING SHALL BE PROVIDED AS EV PARKING SPACES. BASED ON THE 85 OFF-STREET PARKING SPACES PROVIDED, THE PROJECT WILL PROVIDE 4 EV PARKING SPACES.

GENERAL NOTES

- ALL CONSTRUCTION SHALL CONFORM WITH THE FOLLOWING:
 - A) PLANS AND SPECIFICATIONS PREPARED BY IBI GROUP.
 - B) PAVING, GRADING AND DRAINAGE: MINIMUM STANDARDS OF THE CITY OF LAKE WORTH BEACH, SOUTH FLORIDA WATER MANAGEMENT DISTRICT AND SOUTH BROWARD DRAINAGE DISTRICT.
 - C) ROADS AND STREETS: CITY OF LAKE WORTH BEACH.
 - D) WATER DISTRIBUTION: THE REQUIREMENTS OF THE FIRE MARSHALL, HEALTH DEPARTMENT AND CITY OF LAKE WORTH BEACH.
 - E) SANITARY SEWER: CITY OF LAKE WORTH BEACH AND PALM BEACH COUNTY E.P.G.M.D.
 - F) ALL APPLICABLE LOCAL, COUNTY AND STATE CODES AND ORDINANCES.
 - G) WHEN CONFLICTS, OMISSIONS OR MODIFICATIONS EXIST, THE STRICTER PROVISION SHALL GOVERN.
 - H) FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION (LATEST EDITION) AND FEDERAL ADA ACCESSIBILITY GUIDELINES FOR BUILDINGS AND FACILITIES (LATEST EDITION).
 - I) IN THE EVENT OF CONFLICT OR OMISSION BETWEEN THESE CODES/GUIDELINES, CONSTRUCTION SHALL BE EXECUTED IN CONFORMANCE WITH THE STRICTEST PROVISIONS OF THE CODES/GUIDELINES.
- SEPARATE PERMITS SHALL BE REQUIRED FOR ANY IMPROVEMENT WORK IN THE PUBLIC RIGHT-OF-WAY.
- THESE PLANS SHOW THE APPROXIMATE LOCATION OF ALL KNOWN UTILITIES AND STORM DRAINS FOR THE PURPOSE OF AIDING THE OWNER AND HIS CONTRACTOR IN THE CONNECTION TO THOSE FACILITIES OR THE REMOVAL OR AVOIDANCE OF THOSE FACILITIES WHICH CONFLICT WITH THE PROPOSED CONSTRUCTION. THE PLANS HAVE BEEN PREPARED WITH THE BEST INFORMATION AVAILABLE. HOWEVER, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE LOCATION AND EXPOSE EXISTING FACILITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY DAMAGE TO SAID FACILITIES AS A RESULT OF CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL LOCATE AND EXPOSE ALL EXISTING UTILITIES AND STORM DRAINS TO BE CONNECTED SUFFICIENTLY AHEAD OF CONSTRUCTION TO ALLOW REDESIGN BY THE ENGINEER, IF SUCH INSTALLATIONS ARE FOUND TO BE DIFFERENT THAN SHOWN ON THESE PLANS. CONTRACTOR SHALL CONTACT CALL SUNSHINE @ 1-800-432-4770 AND ALL UTILITY COMPANIES PRIOR TO CONSTRUCTION.
- ALL MATERIALS REMOVED FROM THE SITE ARE THE PROPERTY OF THE OWNER, AND AT HIS DIRECTION, SHALL BE DISPOSED OF OFF-SITE OR SAVED FOR HIS USE. THE CONTRACTOR SHALL PROVIDE A CONTINGENCY BID PRICE FOR DISPOSAL OF MATERIAL OFF-SITE AND PAYMENT SHALL BE BASED ON THE ACTUAL QUANTITY OF MATERIAL REMOVED.
- THE EXISTING ELEVATIONS SHOWN HEREON ARE FOR THE PURPOSE OF INDICATING THE APPROXIMATE GROUND ELEVATION AT THE LOCATION SHOWN AND IN NO WAY REFLECT SURFACE CONDITIONS OR SUBSURFACE SOIL CONDITIONS. ALL SUBSURFACE CONDITIONS MUST BE VERIFIED.
- UNLESS OTHERWISE SPECIFIED ALL MUCK AND YIELDING MATERIAL WITHIN THE ROADWAYS, PARKING AREAS AND BUILDING AREAS SHALL BE REMOVED COMPLETELY AND REPLACED WITH CLEAN FILL MATERIAL COMPACTED TO NOT LESS THAN 100% OF MAXIMUM DENSITY AT OPTIMUM MOISTURE CONTENT AS DETERMINED BY AASHTO T-99 OR 98% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180. NO ROCKS OR BouldERS TO EXCEED 3" DIAMETER IN BUILDING PAD.
- ALL UNDERGROUND DRAINAGE AND UTILITIES SITUATED IN PAVED ROADWAYS OR PARKING AREAS, INCLUDING SEWER AND WATER SYSTEMS, DRAINAGE, ELECTRICAL DISTRIBUTION, LIGHTING, CATV, TELEPHONE AND CONDUITS SHALL BE COMPLETED BEFORE ANY SUBGRADE OR PAVING WORK COMMENCES.
- THE CONTRACTOR SHALL MAINTAIN ALL UTILITIES WITHOUT INTERRUPTION IN SERVICE UNLESS AUTHORIZED BY THE OWNER AND ENGINEER.
- BENCH MARK INFORMATION: SEE SURVEY. ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).**
- THE CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR PROTECTING ALL SURVEY STAKES AND MONUMENTS. REPLACEMENT COSTS OF ALL STAKES SHALL BE BORNE BY THE CONTRACTOR.
- CONSTRUCTION OBSERVATION WILL BE PROVIDED BY THE ENGINEER AND IS REQUIRED. THE CONTRACTOR SHALL NOTIFY THE ENGINEER AT LEAST 48 HOURS BEFORE BEGINNING CONSTRUCTION AND AT LEAST 24 HOURS BEFORE REQUIRING INSPECTION ON EACH AND EVERY PHASE OF WORK.
- A PRE-CONSTRUCTION MEETING IS TO BE HELD BETWEEN THE ENGINEER OF RECORD, THE CONTRACTOR, AND REPRESENTATIVES OF THE OWNER, UTILITIES, ENGINEERING DEPARTMENT AND DRAINAGE DISTRICT (IF APPLICABLE) PRIOR TO COMMENCEMENT OF CONSTRUCTION. THE MEETING WILL BE SCHEDULED BY THE CONTRACTOR.
- SHOP DRAWINGS OF ALL MATERIALS BEING USED SHALL BE SUBMITTED BY THE CONTRACTOR TO THE ENGINEER FOR APPROVAL PRIOR TO INSTALLATION.
- THE CONTRACTOR SHALL MAINTAIN A CURRENT SET OF APPROVED CONSTRUCTION PLANS ON THE JOB SITE DURING ALL PHASES OF CONSTRUCTION.
- THE CONTRACTOR SHALL CONFIRM ALL MEASUREMENTS IN THE FIELD AND NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCY WITH THE DRAWINGS PRIOR TO PERFORMING THE WORK. ALL QUANTITIES SHALL BE PAID ON THE BASIS OF FIELD MEASUREMENTS OF COMPLETED WORK, UNLESS THE CONTRACT PROVIDES FOR A LUMP SUM. PIPE LENGTHS ARE MEASURED FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE.
- COMPLETE "AS-BUILT" INFORMATION RELATIVE TO PIPE, STRUCTURES, VALVES, SERVICES, FITTINGS, LENGTH, VERTICAL ELEVATION, QUANTITY, AND MATERIAL SHALL BE ACCURATELY RECORDED BY THE CONTRACTOR AND SUBMITTED TO THE ENGINEER PRIOR TO FINAL ACCEPTANCE OF THE WORK. ALL AS-BUILT MEASUREMENTS SHALL BE TAKEN BY AN INDEPENDENT LAND SURVEYOR REGISTERED IN THE STATE OF FLORIDA AND INCLUDED IN THE "AS-BUILT" INFORMATION, FURNISHED BY THE CONTRACTOR AT HIS EXPENSE. FINAL ACCEPTANCE OF THE PROJECT IS SUBJECT TO THE FINAL REVIEW AND APPROVAL OF THE "AS-BUILT" INFORMATION FURNISHED TO THE REGULATORY AGENCIES, THE APPLICABLE UTILITY AND THE ENGINEER.
- ALL EXISTING PIPE WHICH IS TO REMAIN IN THE GROUND BUT IS NOT TO BE USED SHALL BE PLUGGED TO PREVENT SOIL FROM ENTERING THE PIPE AND CAUSING GROUND SETTLEMENT. ALL WATER AND SEWER LINES SHALL BE PLUGGED WITH STANDARD PLUGS DESIGNED FOR THE GIVEN TYPE OF PIPE. DRAINAGE CULVERTS SHALL BE PLUGGED WITH BRICK AND MORTAR.
- COMPACTED BACKFILL SHALL BE PLACED ALONGSIDE OF AND OVER ALL UNDERGROUND UTILITIES. DENSITY TESTS SHALL BE TAKEN TO VERIFY BACKFILL COMPACTION. DENSITY TESTS FOR SUBGRADE AND BASE MATERIALS SHALL BE PERFORMED AT THE DIRECTION OF THE ENGINEER. PROCTOR TESTS SHALL BE PAID FOR BY THE OWNER. ALL DENSITY TESTS SHALL BE PAID FOR BY THE OWNER IF THE REQUIRED DENSITY IS ACHIEVED. CONTRACTOR SHALL PAY FOR ALL RETESTS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPACTING THE BACKFILL IN ALL TRENCHES CREATED BY THE REMOVAL OF EXISTING UTILITIES AS REQUIRED BY THE SAME SPECIFICATIONS AS REQUIRED FOR UTILITY CONSTRUCTION UNDER PAVEMENT AREAS OR HOUSE PAD COMPACTION AS APPROPRIATE DEPENDING ON THE TRENCH LOCATION. THE CONTRACTOR SHALL RESTORE THE SITE, INCLUDING SPRINKLER SYSTEMS, ETC., TO EQUAL OR BETTER THAN THE ORIGINAL CONDITION WITHOUT EXTRA COSTS TO THE OWNER.
- THE MINIMUM FINISHED FLOOR ELEVATION FOR ANY BUILDING SHALL BE SET AT OR ABOVE ELEVATION --- WHICH IS THE PROJECTED FLOOD STAGE PRODUCED BY THE ONE IN ONE HUNDRED YEAR FREQUENCY STORM PER SFWM PERMIT.
- PAVEMENT MARKING AND TRAFFIC SIGNS SHALL CONFORM TO LOCAL REGULATIONS AND TO THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS". PAVEMENT MARKINGS SHALL BE HIGHLY REFLECTIVE THERMOPLASTIC UNLESS OTHERWISE NOTED.
- THE CONTRACTOR SHALL HAVE COMPLETE RESPONSIBILITY FOR THE QUALITY AND EXECUTION OF THE WORK, THE TECHNIQUES AND SEQUENCES OF CONSTRUCTION, PROJECT SECURITY AND THE MAINTENANCE OF SAFETY DEVICES AND PRACTICES IN ACCORDANCE WITH O.S.H.A. AND ALL OTHER APPLICABLE STANDARDS. THE ENGINEER HAS NO DUTY IN CONNECTION THEREWITH THE CONTRACTOR SHALL PROVIDE ADEQUATE SUPERVISION OF THE WORK AND SHALL SCHEDULE ALL REQUIRED TESTS AND INSPECTIONS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING CONFLICTS BETWEEN STORM DRAINS AND WATER MAINS OR FORCE MAINS PLACED AT MINIMUM COVER. IN CASE OF CONFLICT, WATER MAIN OR FORCE MAIN ALIGNMENT SHALL BE ADJUSTED TO CLEAR THE STORM DRAIN WITH 18" MINIMUM SEPARATION. IN CASE OF CONFLICT BETWEEN WATER MAIN AND FORCE MAIN, FORCE MAINS SHALL BE LOWERED TO PASS UNDER WATER MAIN WITH 18" MINIMUM SEPARATION. NO ADDITIONAL PAYMENT SHALL BE DUE TO CONTRACTOR FOR RAISING OR LOWERING THE MAINS OR THE ADDITIONAL FITTINGS USED THEREON. ANY REDUCTION IN THE MINIMUM 18" SEPARATION SHALL BE SUBJECT TO APPROVAL OF THE ENGINEER.
- WHENEVER IT IS NECESSARY, IN THE INTEREST OF SAFETY, TO BRACE THE SIDES OF A TRENCH, THE CONTRACTOR SHALL FURNISH, PUT IN PLACE AND MAINTAIN SUCH SHEETING OR BRACING AS MAY BE NECESSARY TO SUPPORT THE SIDES OF THE EXCAVATION TO ENSURE PERSONNEL SAFETY, AND TO PREVENT MOVEMENT WHICH CAN IN ANY WAY DAMAGE THE WORK OR ENDANGER ADJACENT STRUCTURES. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE SEQUENCE, METHODS, AND MEANS OF CONSTRUCTION, AND FOR THE IMPLEMENTATION OF ALL OSHA AND OTHER SAFETY REQUIREMENTS.
- THE CONTRACTOR SHALL ENSURE THAT EXISTING AND PROPOSED TRAFFIC CONTROL SIGNS ARE NOT OBTSCURED BY EXISTING OR PROPOSED LANDSCAPING.
- THE CONTRACTOR SHALL, PRIOR TO THE START OF CONSTRUCTION, EXPOSE EXISTING UTILITIES AT EACH POINT OF CONNECTION AND CROSSING, AND REPORT TO THE ENGINEER THE SIZE, MATERIAL AND ELEVATION.
- CONTRACTOR SHALL, PRIOR TO START OF CONSTRUCTION, FILE FORM 62-621.300(4)(b) (NPDES N.O.I. TO USE GENERIC PERMIT) WITH THE FLORIDA DEPT. OF ENVIRONMENTAL PROTECTION.

PROJECT SPECIFIC NOTES

- THE CONTRACTOR IS TO COORDINATE HIS/HER WORK AND SITE ACCESS WITH THE OTHER ENTITIES THAT MAY BE WORKING ON SITE. ANY CONFLICTS ON COORDINATION ISSUES SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER AND/OR ENGINEER FOR MUTUAL RESOLUTION.
- PRE-BID SITE VISITS ARE REQUIRED BY ALL BIDDERS TO FAMILIARIZE THEM WITH SITE CONDITIONS. ALL ADDITIONAL DEMOLITION REQUIRED SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
- FORTY-EIGHT (48) HOUR NOTICE IS REQUIRED BY THE ENGINEER PRIOR TO SITE INSPECTIONS AND/OR WITNESSING OF WATER AND/OR SEWER TESTING.
- ALL EXISTING TREES TO REMAIN SHALL BE BARRICADE PROTECTED FROM DAMAGE BY EQUIPMENT AND/OR PERSONNEL.
- THE PROPOSED PROJECT WILL NOT ADVERSELY AFFECT SIGNIFICANT HISTORICAL OR ARCHEOLOGICAL RESOURCES UNDER THE PROVISIONS OF SECTION 287.061, F.S. IF EVIDENCE OF THE EXISTENCE OF HISTORICAL OR ARCHEOLOGICAL RESOURCES IS DISCOVERED OR OBSERVED AT DEVELOPMENT SITES OR DURING DEVELOPMENT ACTIVITIES AFTER FINAL APPROVAL. ALL WORK SHALL CEASE IN THE AREA OF EFFECT AS DETERMINED BY THE DIRECTOR. THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND OWNER IMMEDIATELY, AND THE DEPARTMENT OF HISTORICAL RESOURCES WITHIN TWO WORKING DAYS. EXAMPLES OF EVIDENCE OF HISTORICAL RESOURCES INCLUDE WHOLE OR FRAGMENTARY STONE TOOLS, SHELL TOOLS, ABORIGINAL OR HISTORIC POTTERY, HISTORIC GLASS, HISTORIC BOTTLES, BONE TOOLS, HISTORIC BUILDING FOUNDATIONS, SHELL MOUNDS, SHELL MADDENS, OR SAND MOUNDS. THE DIRECTOR SHALL ASSESS THE SIGNIFICANCE OF THE FINDS AND MITIGATE ANY ADVERSE EFFECTS AS SOON AS POSSIBLE, BUT NO LATER THAN THREE WORKING DAYS OF NOTIFICATION.

TESTING NOTES

- TESTS SHALL BE LOCATED NO MORE THAN FIFTY (50) FEET APART. TESTS SHALL BE PERFORMED ON EACH LIFT, EXCEPT THAT TESTS SHALL NOT BE FURTHER APART THAN ONE (1) FOOT VERTICALLY. FIELD DENSITIES SHALL BE TAKEN OVER ALL ROAD CROSSINGS. FIELD DENSITIES FOR SANITARY LINES SHALL BE STAGGERED TO INCLUDE RESULTS OVER SERVICE LATERALS. THERE SHALL BE A MINIMUM OF ONE (1) TEST SERIES FOR EACH SIX (6) INCHES OF LIFT OVER PIPELINE BETWEEN MANHOLES OR CLEANOUTS. TESTS AROUND STRUCTURES SHALL BE SPIRALLED IN SIX (6) INCH LIFTS. TESTS AROUND BOX CULVERTS SHALL BE DONE ON BOTH SIDES EVERY LIFT.
- FOR FLEXIBLE PIPE (CORRUGATED STEEL OR ALUMINUM), 95% OF MAXIMUM DENSITY (AASHTO-T99) PER FOOT SUPPLEMENTAL SPECIFICATIONS SUB ARTICLE 125-8.3.2 AS MODIFIED.
- THERE SHALL BE NO LESS THAN THREE (3) TESTS WITHIN THE PROPOSED ROAD, TWO (2) TESTS IN THE PARKING AREA AND ONE (1) TEST IN THE DRIVEWAY TO THE DUMPSTER PAD.
- APPLIES TO SITE CONCRETE SUCH AS CURBS, GUTTERS, FLUMES, DRIVEWAYS AND SIDEWALKS.
- ENGINEER OF RECORD SHALL RECEIVE MATERIAL TESTING REPORTS NO LATER THAN ONE (1) WEEK FROM THE TEST DATE.
- TESTING FOR RCP SHALL BEGIN AT THE SPRING LINE OF THE PIPE.
- EMBANKMENT, FILL AND BACKFILL MATERIAL SHALL BE PLACED AND COMPACTED IN LIFTS NOT TO EXCEED TWELVE (12) INCHES VERTICALLY. EACH COMPACTED LIFT SHALL PASS THE AFOREMENTIONED TESTING CRITERIA BEFORE PROCEEDING TO THE NEXT VERTICAL LIFT.
- DENSITY TESTS SHALL BE PERFORMED AT A MINIMUM FREQUENCY OF ONE (1) TEST PER EVERY ONE HUNDRED (100) SQUARE YARDS OF FILL MATERIAL BEING PLACED, PER VERTICAL LIFT.
- IF SUCCESSIVE VERTICAL LIFTS ARE PLACED, THE DENSITY TESTS SHALL BE STAGGERED SO AS TO NOT BE REPEATED IN THE SAME LOCATION.

TESTING SCHEDULE

ITEM	TEST	TEST FREQUENCY
PIPE TRENCH BACKFILL	OPTIMUM MOISTURE/MAXIMUM DENSITY	PER SOIL TYPE
OVER PIPELINES AND AROUND STRUCTURES FROM R.O.W. LINE TO R.O.W. LINE AND IN STRUCTURAL AREAS	98% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T180-57 (ASTM BY AASHTO T180-57 (ASTM D1557-70)	(SEE NOTES 1 & 2 IN TESTING NOTES)
STABILIZED SUBGRADE	OPTIMUM MOISTURE/MAXIMUM DENSITY MINIMUM 40 LBR 98% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T180-57 (ASTM D1557-70)	PER MATERIAL TYPE PER MATERIAL TYPE (SEE NOTES 1 & IN TESTING NOTES)
BASE	OPTIMUM MOISTURE/MAXIMUM DENSITY MINIMUM 100 LBR 98% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T180-57 (ASTM D1557-70) - NO TOLERANCE GRADATION, ATTERBURG LIMITS	PER MATERIAL TYPE PER SOURCE EACH LIFT (SEE NOTE 3 IN TESTING NOTES)
CONCRETE (SEE NOTE 4 IN TESTING NOTES) (PER AASHTO & ASTM SPECS.)	SUMP TEST MIN. COMPRESSIVE STRENGTH AT 28 DAYS COMPRESSIVE STRENGTH CYLINDERS AIR CONTENT	ONE (1) PER SET OF CYLINDERS 3,500 PSI ONE (1) SET OF THREE (3) CYLINDERS FOR ONE HUNDRED (100) CUBIC YARDS OR FRACTION THEREOF ONE (1) PER SET OF CYLINDERS
ASPHALTIC CONCRETE (PER FDOT SECTION 320)	AGGREGATE ANALYSIS DESIGN MIX BITUMEN CONTENT GRADATION STABILITY FLOW PROPERTIES OF IN-PLACE MATERIALS (MARSHALL) THICKNESS 95% OF LAB DENSITY	ONE PER DESIGN ONE PER TYPE ONE PER DAY ONE PER DAY ONE PER DAY (SEE NOTE 3 IN TESTING NOTES) (SEE NOTE 3 IN TESTING NOTES)

SEPARATION OF WATER & SEWER LINES

HORIZONTAL SEPARATION OF PIPELINES		ALTERNATE CONSTRUCTION
MINIMUM SEPARATION	BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED WASTEWATER LINE WHEN POSSIBLE	WHERE AN UNDERGROUND WATER MAIN IS BEING LAID LESS THAN THE REQUIRED MINIMUM HORIZONTAL DISTANCE FROM ANOTHER PIPELINE AND WHERE AN UNDERGROUND WATER MAIN IS CROSSING ANOTHER PIPELINE AND JOINTS IN THE WATER MAIN ARE BEING LOCATED LESS THAN THE REQUIRED MINIMUM VERTICAL DISTANCE FROM JOINTS IN THE OTHER PIPELINE.
THREE FEET, AND PREFERABLY TEN FEET	STORM SEWER, STORMWATER FORCE MAIN OR RECLAIMED WATER MAIN	1. USE OF PRESSURE-RATED PIPE CONFORMING TO THE AMERICAN WATER WORKS ASSOCIATION STANDARDS INCORPORATED INTO RULE 62-555.330, F.A.C., FOR THE OTHER PIPELINE IF IT IS A GRAVITY- OR VACUUM-TYPE PIPELINE;
THREE FEET, AND PREFERABLY TEN FEET	VACUUM-TYPE SANITARY SEWER	2. USE OF WELDED, FUSED OR OTHERWISE RESTRAINED JOINTS FOR EITHER THE WATER MAIN OR THE OTHER PIPELINE; OR
SIX FEET, AND PREFERABLY TEN FEET	GRAVITY- OR PRESSURE-TYPE SANITARY SEWER, WASTEWATER FORCE MAIN OR RECLAIMED WATER MAIN NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.	3. USE OF WATERTIGHT CASING PIPE OR CONCRETE ENCASEMENT AT LEAST FOUR (4) INCHES THICK FOR EITHER THE WATER MAIN OR THE OTHER PIPELINE.
TEN FEET	*ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM*	WHERE AN UNDERGROUND WATER MAIN IS BEING LAID LESS THAN THREE FEET HORIZONTALLY FROM ANOTHER PIPELINE AND WHERE AN UNDERGROUND WATER MAIN IS CROSSING ANOTHER PIPELINE AND IS BEING LAID LESS THAN THE REQUIRED MINIMUM VERTICAL DISTANCE FROM THE OTHER PIPELINE;
VERTICAL SEPARATION OF PIPELINES		1. USE OF PIPE, OR CASING PIPE, HAVING HIGH IMPACT STRENGTH (I.E. HAVING AN IMPACT STRENGTH AT LEAST EQUAL TO THAT OF 0.25-INCH-THICK DUCTILE IRON PIPE) OR CONCRETE ENCASEMENT AT LEAST FOUR INCHES THICK FOR THE WATER MAIN; AND
MINIMUM SEPARATION FROM THE (OUTSIDE TO OUTSIDE)	NEW OR RELOCATED, UNDERGROUND WATER CROSSING ANY EXISTING OR PROPOSED	2. USE OF PIPE, OR CASING PIPE, HAVING HIGH IMPACT STRENGTH (I.E. HAVING A 0.25-INCH-THICK DUCTILE IRON PIPE) OR CONCRETE ENCASEMENT AT LEAST FOUR INCHES THICK FOR THE OTHER PIPELINE IF IT IS NEW AND IS CONVEYING WASTEWATER OR RECLAIMED WATER.
6 INCHES, PREFERABLY 12 INCHES ABOVE	GRAVITY- OR VACUUM-TYPE SANITARY SEWER OR STORM SEWER	
12 INCHES BELOW	GRAVITY- OR VACUUM-TYPE SANITARY SEWER OR STORM SEWER	
12 INCHES ABOVE OR BELOW	PRESSURE-TYPE SANITARY SEWER, WASTEWATER, STORMWATER FORCE MAIN OR PIPELINE CONVEYING RECLAIMED WATER MAIN	

ALTERNATIVELY, THE PIPES SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM ALL JOINTS IN VACUUM-TYPE SANITARY SEWERS, STORM SEWERS, STORMWATER FORCE MAINS OR RECLAIMED WATER MAINS, AND AT LEAST SIX FEET FROM ALL JOINTS IN GRAVITY- OR PRESSURE-TYPE SANITARY SEWERS, WASTEWATER, FORCE MAINS OR RECLAIMED WATER MAINS.

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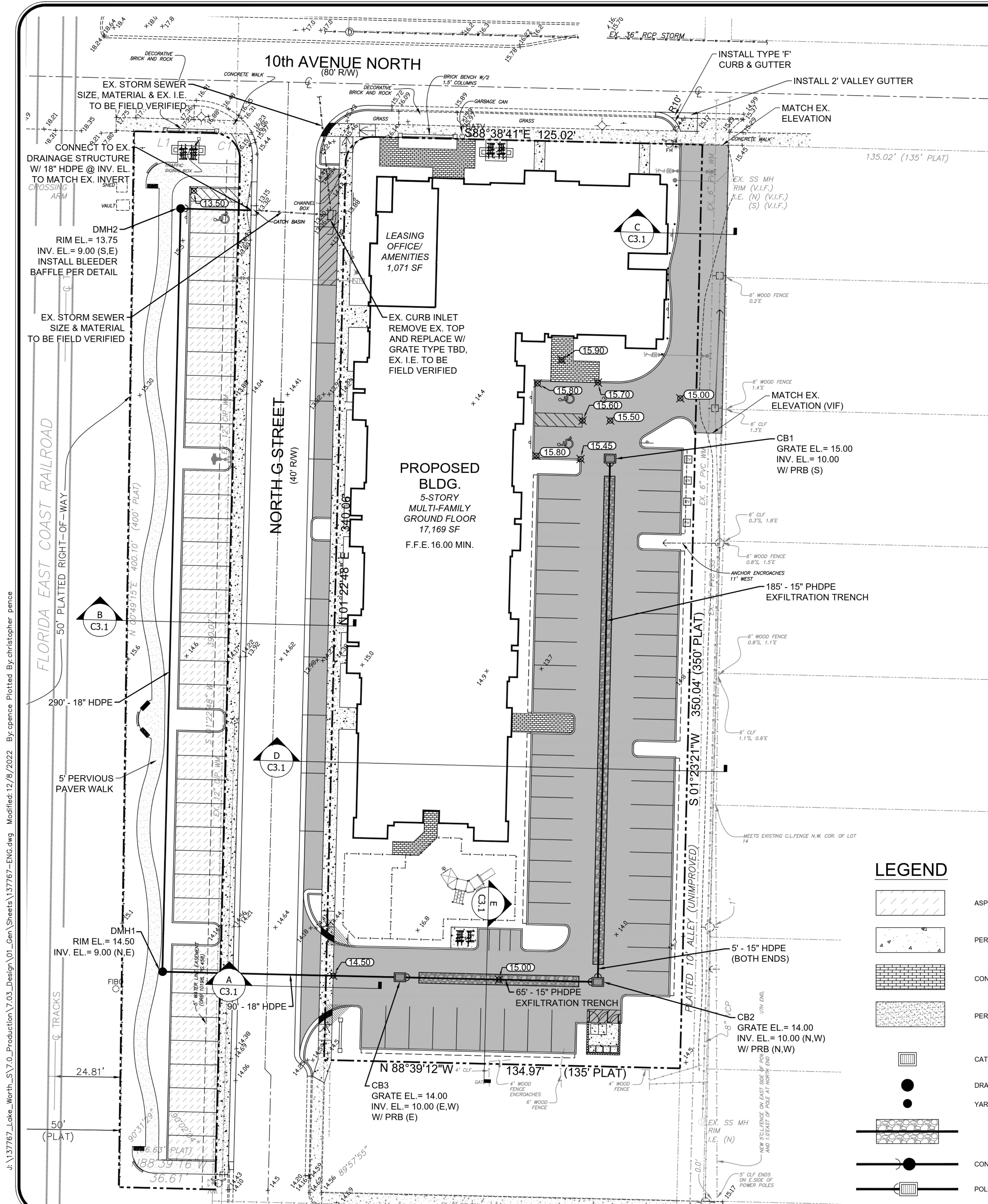
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LAKE WORTH STATION
LAKE WORTH BEACH, FLORIDA

GENERAL NOTES

DRAWN:	CMP	SCALE:	N.T.S.
DESIGNED:	CMP	PROJECT:	137767
CHECKED:	PF	SHEET:	C1.0
DATE:	12/07/2022		



PAVING AND DRAINAGE SPECIFICATIONS

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

DRAINAGE NOTES

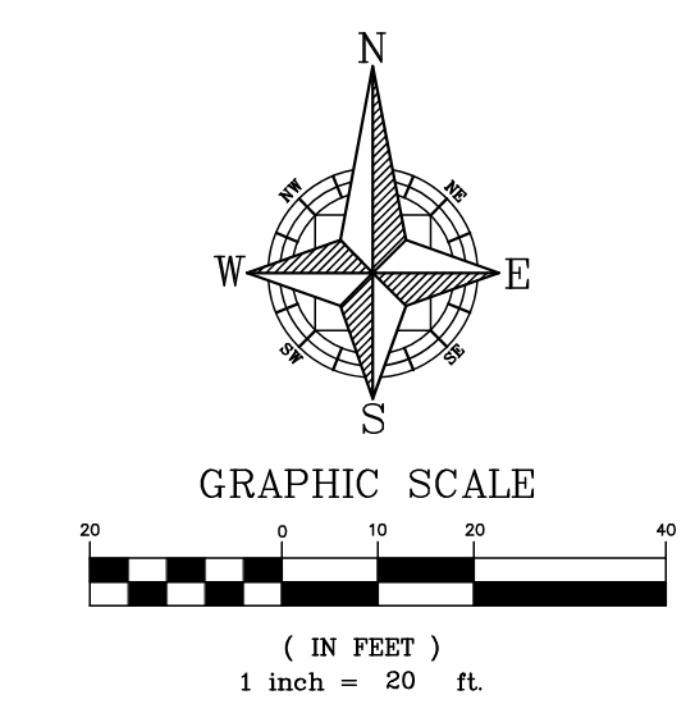
- GENERAL:
- DISTANCES AND LENGTHS SHOWN ON PLANS AND PROFILE DRAWINGS ARE REFERENCED TO THE CENTER OF STRUCTURES.
 - IN THE EVENT OF CONFLICT OR OMISSION BETWEEN THE PLANS AND THESE CODES/GUIDELINES, CONSTRUCTION SHALL BE EXECUTED IN CONFORMANCE WITH THE STRICTEST PROVISIONS OF THE CODES/GUIDELINES.

- MATERIALS:
- REINFORCED CONCRETE PIPE (R.C.P.) SHALL MEET THE REQUIREMENTS OF ASTM C-76, LATEST REVISION, AND CLASS III. RUBBER GASKETS OR OTHER MANUFACTURER SUPPLIED JOINT SEALER SHALL BE USED.
 - ALL DRAINAGE CATCH BASINS AND STRUCTURES SHALL BE PRECAST CONCRETE. THE MINIMUM WALL AND SLAB THICKNESS SHALL BE 8 INCHES AND THE MINIMUM REINFORCING SHALL BE NO. 4 BARS AT 12 INCHES EACH WAY UNLESS OTHERWISE INDICATED. CONCRETE SHALL BE MINIMUM OF f_c=4000 PSI AT 28 DAYS. STRUCTURES SHALL MEET THE REQUIREMENTS OF ASTM C-478.
 - ALL P.V.C. STORM SEWER PIPE AND FITTINGS SHALL BE NON-PRESSURE POLYVINYL CHLORIDE (PVC) PIPE CONFORMING TO ASTM D 3034, SDR 35, WITH PUSH-ON RUBBER GASKET JOINTS.
 - DUCTILE IRON PIPE (D.I.P.) SHALL BE CEMENT LINED INSIDE AND SHALL HAVE A COAL TAR EPOXY COATING, MANUFACTURED IN ACCORDANCE WITH ANSIAWWA C151/A21.51-86 OR LATEST REVISION.
 - IRON CASTINGS SHALL CONFORM TO ASTM A-48 AND IN GENERAL SHALL BE CLASS 30. FRAMES AND GRATES MAY BE CLASS 20. ALL MANHOLE COVERS SHALL BE PROVIDED WITH CONCEALED PICK HOLES, AND SHALL BE LABELED "STORM SEWER".
 - HIGH DENSITY POLYETHYLENE PIPE (HDPE) AND FITTINGS, SHALL BE HANCOR SURELOK F477 (O.A.E.), AND SHALL MEET THE REQUIREMENTS OF AASHTO M294 TYPE S. JOINTS SHALL BE SILT TIGHT & LEAK RESISTANT.
 - CORRUGATED ALUMINUM PIPE SHALL MEET THE STANDARDS OF SECTION 945 OF FOOT STANDARDS SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.
 - YARD DRAIN SHALL BE NYLOPLAST DRAIN BASINS OR APPROVED EQUAL.

- INSTALLATION:
- PIPE SHALL BE PLACED ON A MINIMUM OF 8" STABLE GRANULAR MATERIAL FREE OF ROCK FORMATION AND OTHER FOREIGN FORMATIONS, AND CONSTRUCTED TO A UNIFORM GRADE AND LINE.
 - BACKFILL MATERIAL SHALL BE WELL GRADED GRANULAR MATERIAL, WELL TAMPED IN LAYERS NOT TO EXCEED 6 INCHES TO A HEIGHT OF 12 INCHES ABOVE PIPE AS SHOWN ON THE PLANS AND IN 12" LAYERS THEREAFTER. BACKFILL SHALL BE COMPACTED TO MINIMUM OF 98% OF THE MAXIMUM DENSITY (AASHTO T-180), ON EACH 12" LIFT
 - PROVIDE A MINIMUM PROTECTIVE COVER OF 18 INCHES OVER STORM SEWER AND AVOID UNNECESSARY CROSSING BY HEAVY CONSTRUCTION VEHICLES DURING CONSTRUCTION.
 - THE CONTRACTOR SHALL NOTIFY THE APPLICABLE REGULATORY AUTHORITIES AT LEAST 24 HOURS PRIOR TO THE START OF THE CONSTRUCTION AND PRIOR TO INSPECTION.
 - WHENEVER IT IS NECESSARY, IN THE INTEREST OF SAFETY, TO BRACE THE SIDES OF A TRENCH, THE CONTRACTOR SHALL FURNISH, PUT IN PLACE AND MAINTAIN SUCH SHEETING OR BRACING AS MAY BE NECESSARY TO SUPPORT THE SIDES OF THE EXCAVATION TO ENSURE PERSONNEL SAFETY, AND TO PREVENT MOVEMENT WHICH CAN IN ANY WAY DAMAGE THE WORK OR ENDANGER ADJACENT STRUCTURES. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE SEQUENCE, METHODS AND MEANS OF CONSTRUCTION, AND FOR THE IMPLEMENTATION OF ALL OSHA AND OTHER SAFETY REQUIREMENTS.

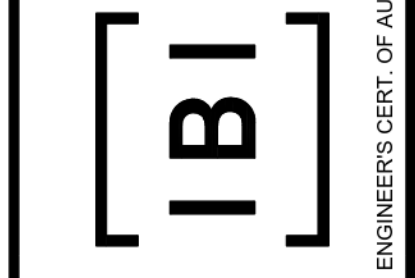
LEGEND

- ASPHALT AREA
- PERVIOUS PARKING AREA
- CONCRETE
- PERVIOUS PAVERS
- CATCH BASIN
- DRAINAGE MANHOLE
- YARD DRAIN
- CONTROL BAFFLE
- POLLUTION RETARDANT BAFFLE (PRB)



Revision / Submission	No.	Date	Comment
	1	08/15/2022	REVISED PER SPT #1

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LAKE WORTH STATION
 LAKE WORTH BEACH, FLORIDA
 PAVING, GRADING AND DRAINAGE PLAN

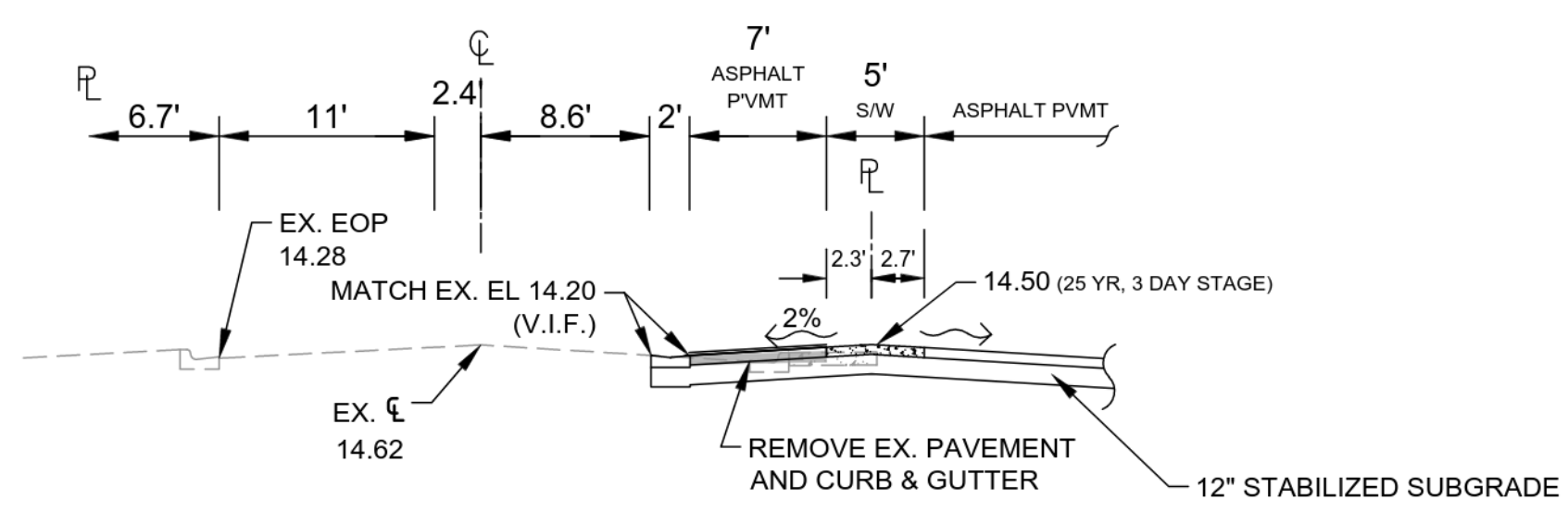
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DATE: 12/07/2022	

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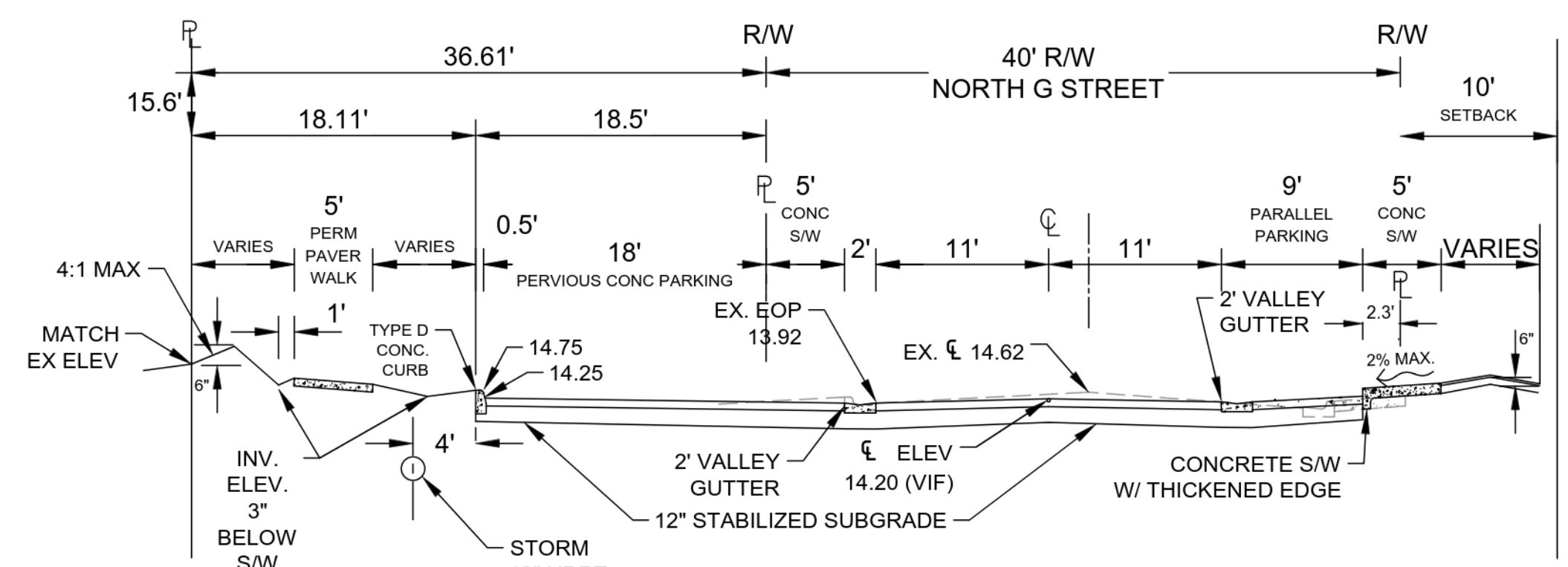
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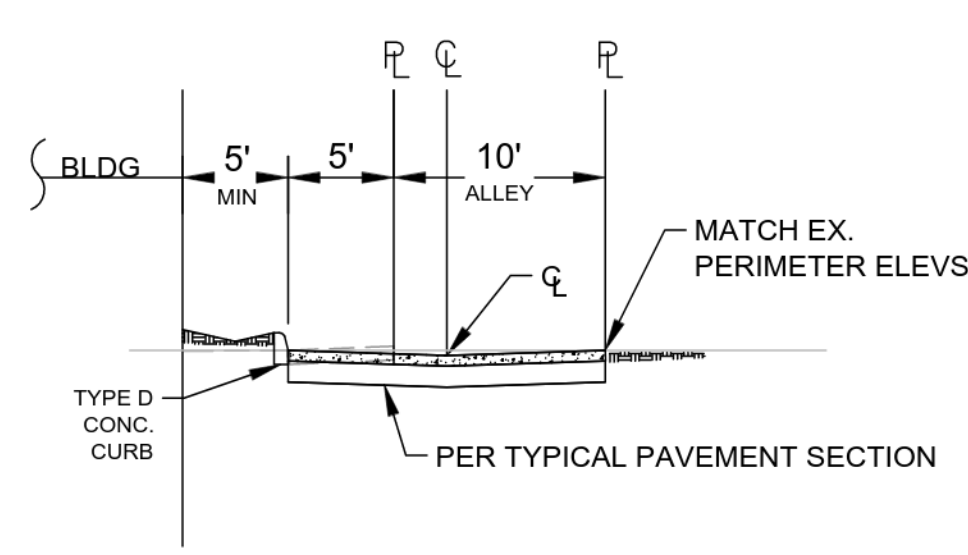


A TYPICAL SECTION
WEST SECTION

NOTE: CONCRETE SIDEWALK AND DRIVE WILL BE 6" THICK IN VEHICULAR ACCESS DRIVE.

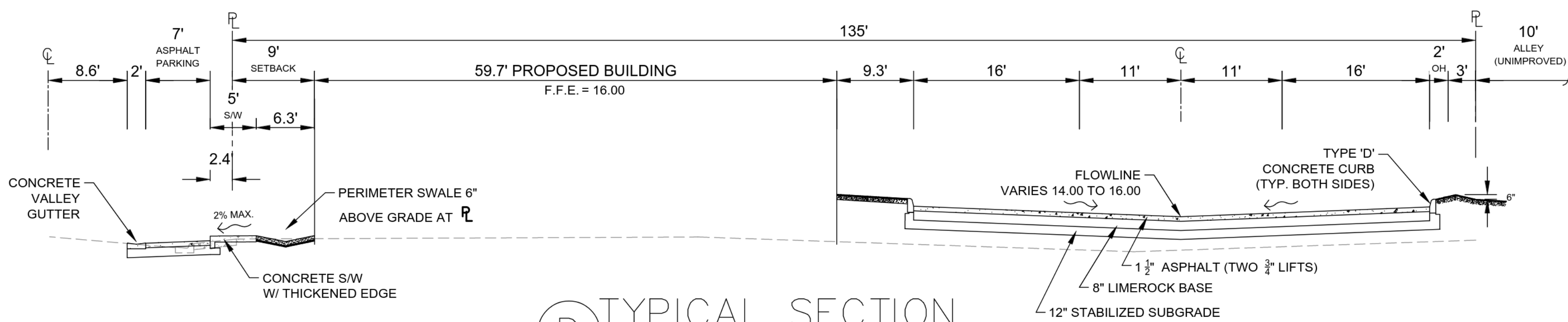


B TYPICAL SECTION
WEST SECTION

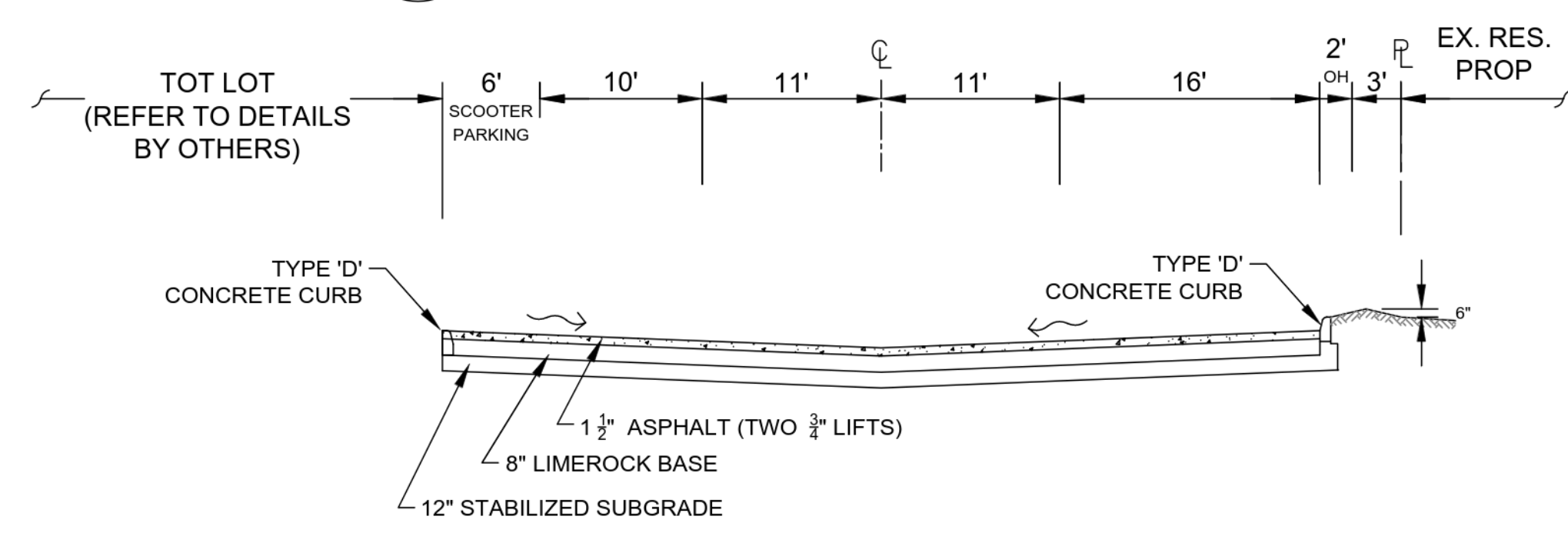


C TYPICAL SECTION
EAST SECTION

NOTE: CONCRETE SIDEWALK AND DRIVE WILL BE 6" THICK IN VEHICULAR ACCESS DRIVE.

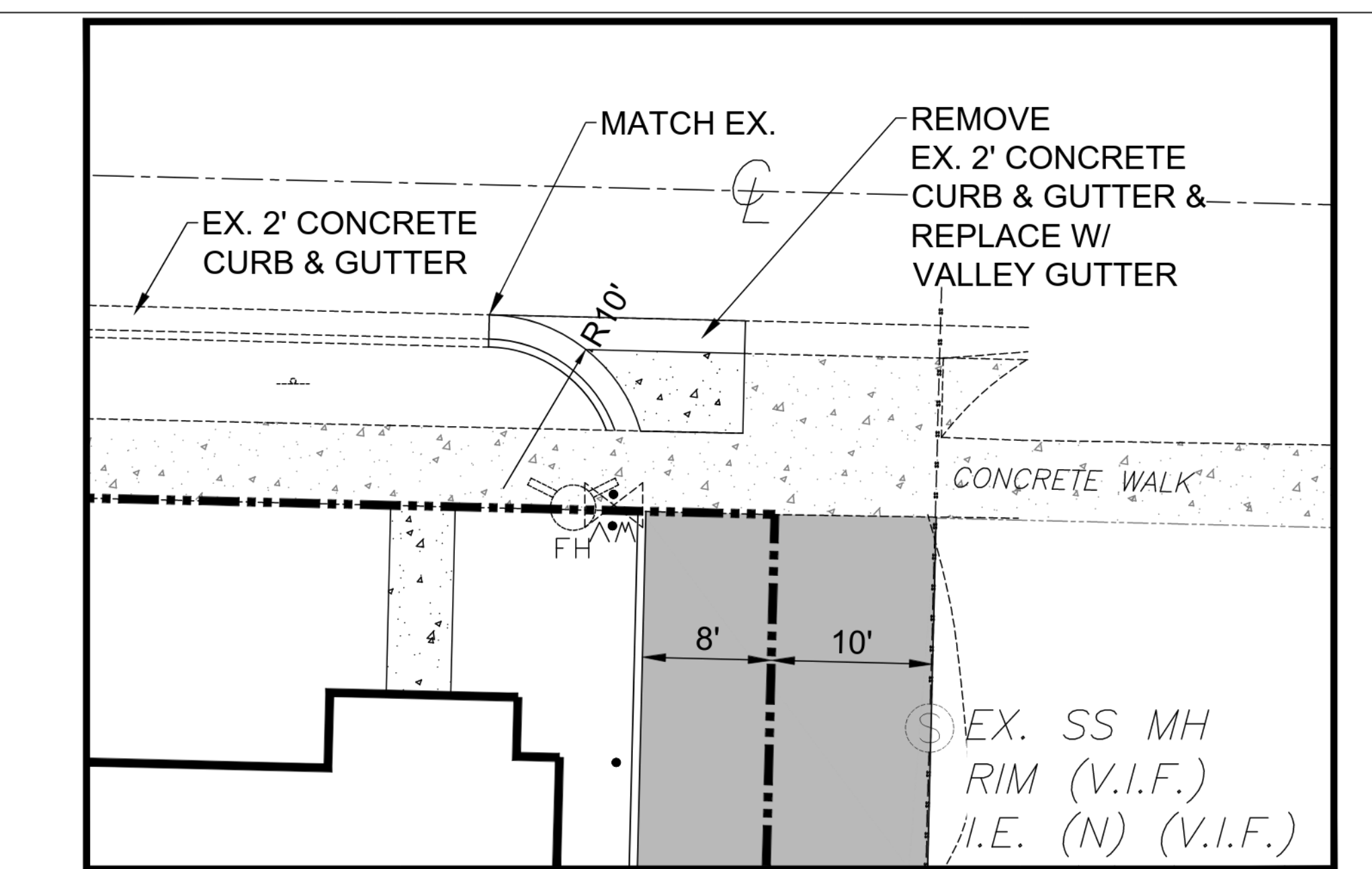
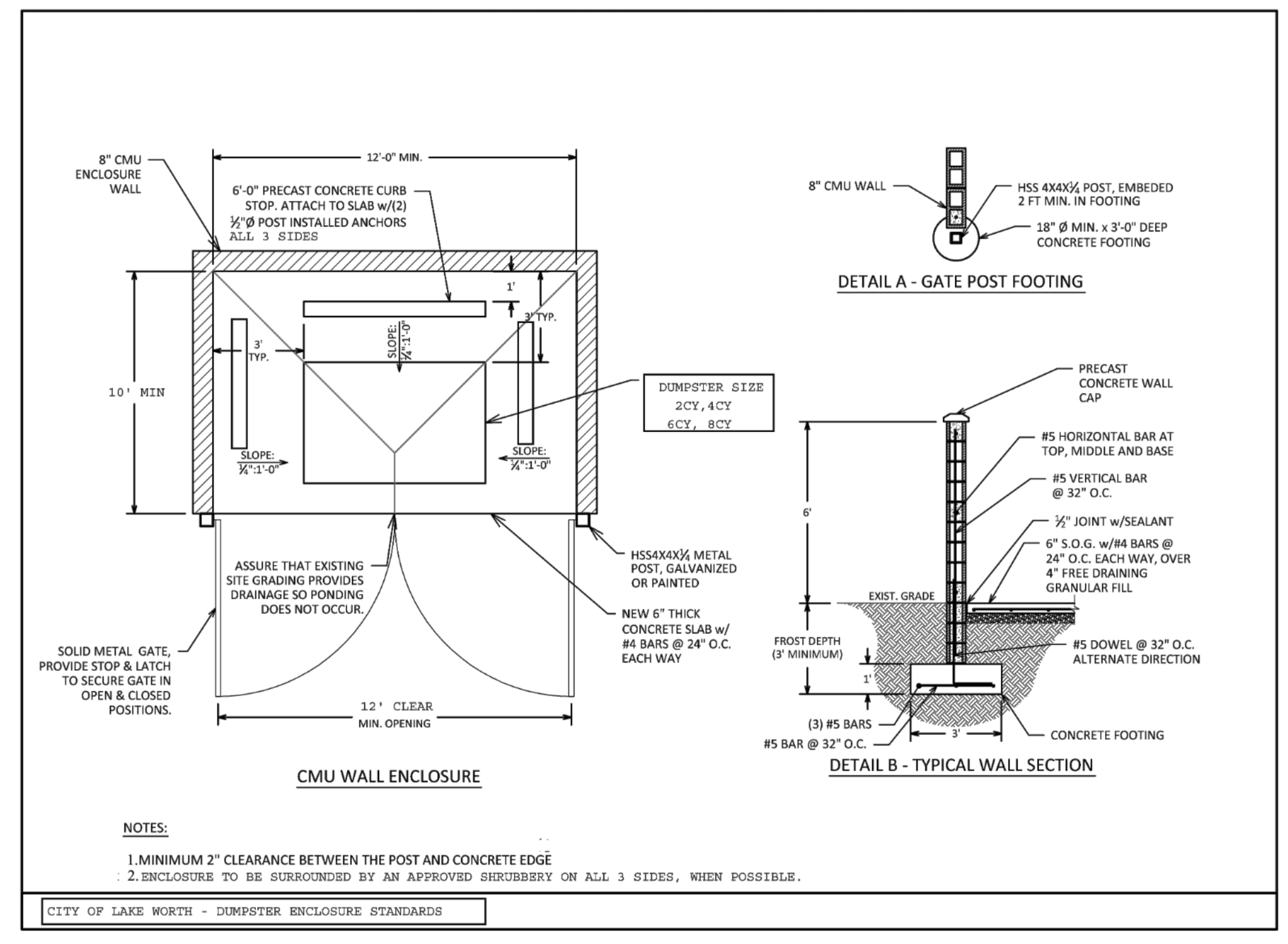


D TYPICAL SECTION
EAST-WEST CROSS-SECTION

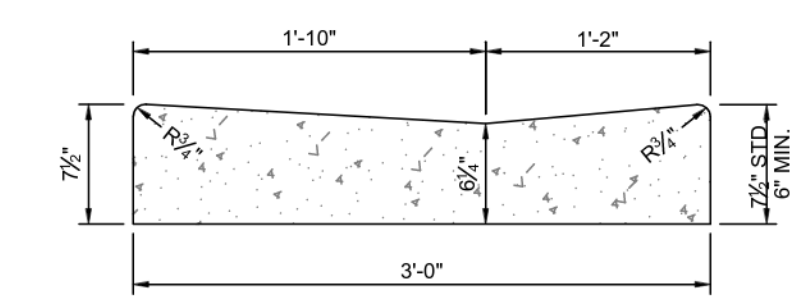


E TYPICAL SECTION
SOUTH SECTION

CMU DUMPSTER ENCLOSURE



10TH AVENUE N. ENTRANCE DETAIL

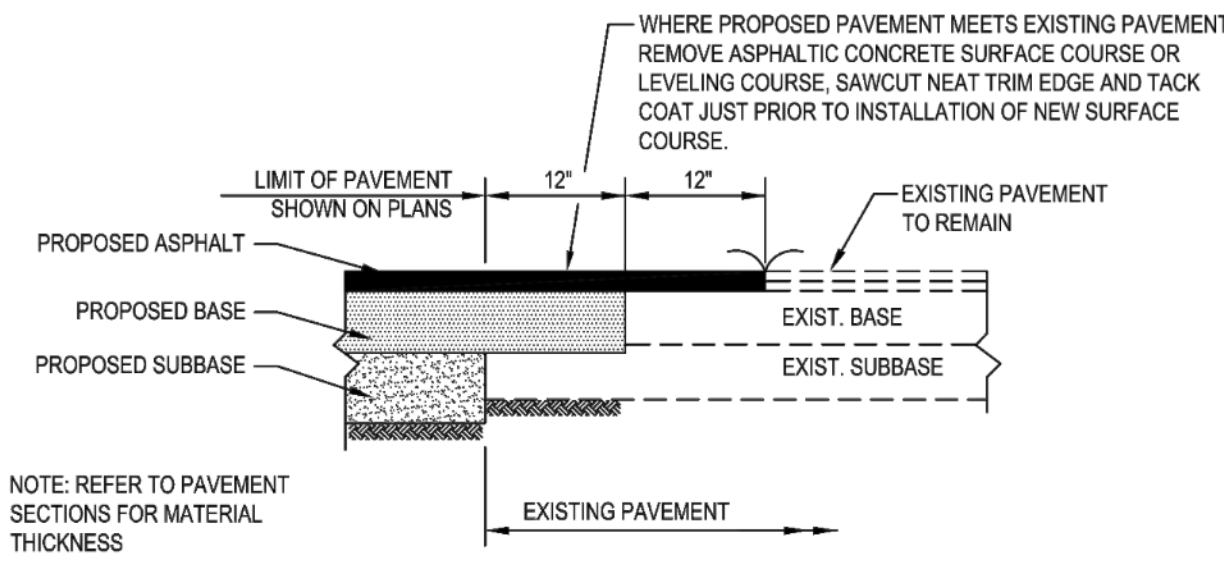


- NOTES:
- FOR USE ADJACENT TO CONCRETE OR FLEXIBLE PAVEMENT, EXPANSION JOINT, PREFORMED JOINT FILLER AND JOINT SEAL ARE REQUIRED BETWEEN CURBS AND CONCRETE PAVEMENT ONLY.
 - REFERENCE FDOT INDEX 300 FOR ADDITIONAL INFORMATION.
 - ALL CONCRETE SHALL BE A MINIMUM 3,500 PSI AT 28 DAYS.

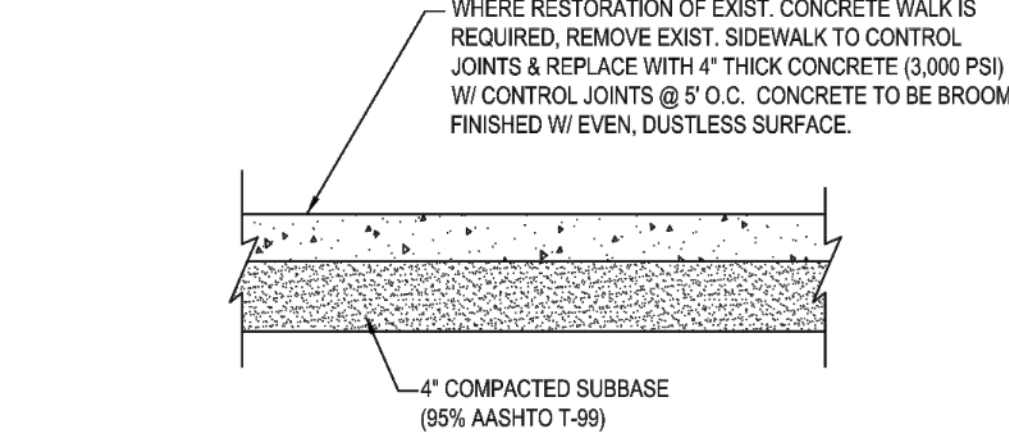
VALLEY GUTTER DETAIL
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J:\137767_Lake_Worth_S\7.0_Production\7.03_Design\01_Gen_Sheets\137767-ENG.dwg Modified: 12/18/2022 By: spence Plotted By: christopher_pence

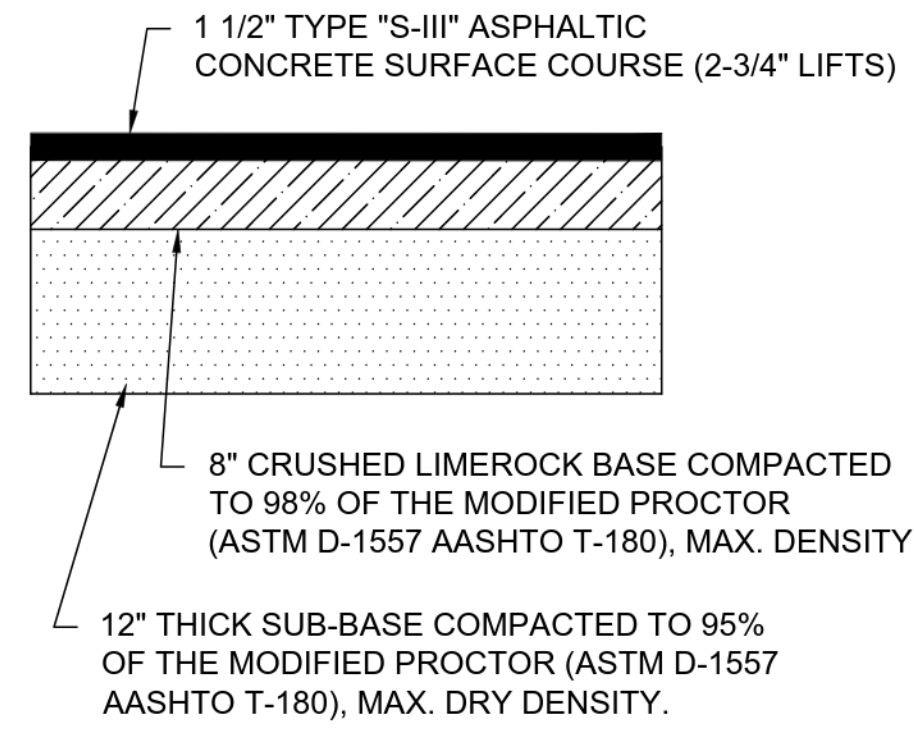
Revision / Submission	No.	Date	Comment
LANDSCAPE LC #R0000270			
IBI GROUP 7000 North Federal Highway, 2nd Floor Boca Raton, FL 33487 USA tel +1 561 393 6555 ibigroup.com			
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ENGINEER'S CERT. OF AUTH. #2966			
LAKE WORTH STATION LAKE WORTH BEACH, FLORIDA			
TYPICAL SECTIONS AND DETAILS			
NOT FOR CONSTRUCTION			
DRAWN: CMP		SCALE: N.T.S.	
DESIGNED: CMP		PROJECT: 137767	
CHECKED: PFR		SHEET: C3.1	
DATE: 12/07/2022			



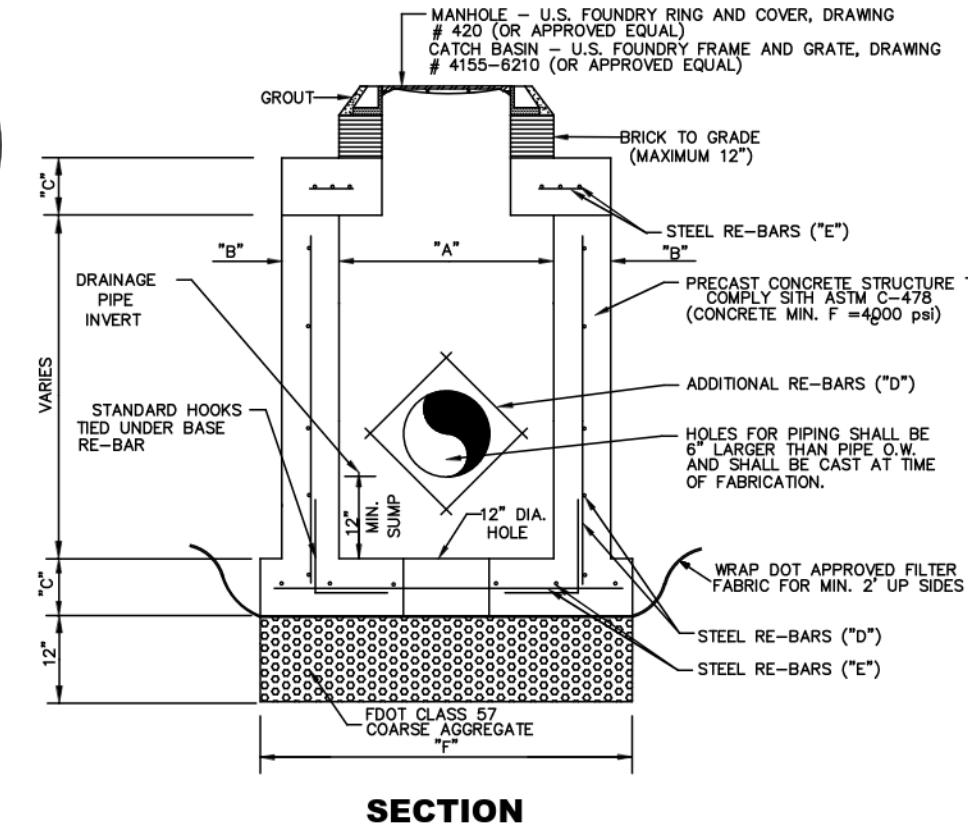
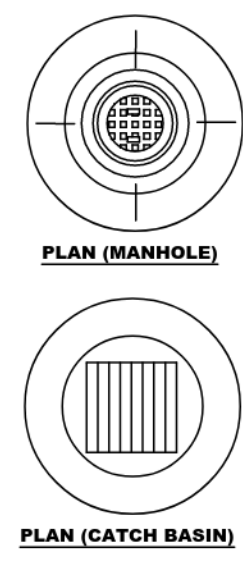
PAVEMENT RESTORATION DETAIL



CONCRETE SIDEWALK RESTORATION DETAIL
N.T.S.

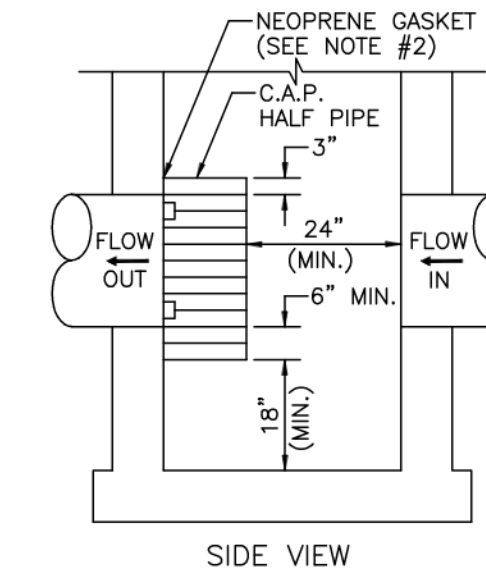


TYPICAL PAVEMENT SECTION
N.T.S.

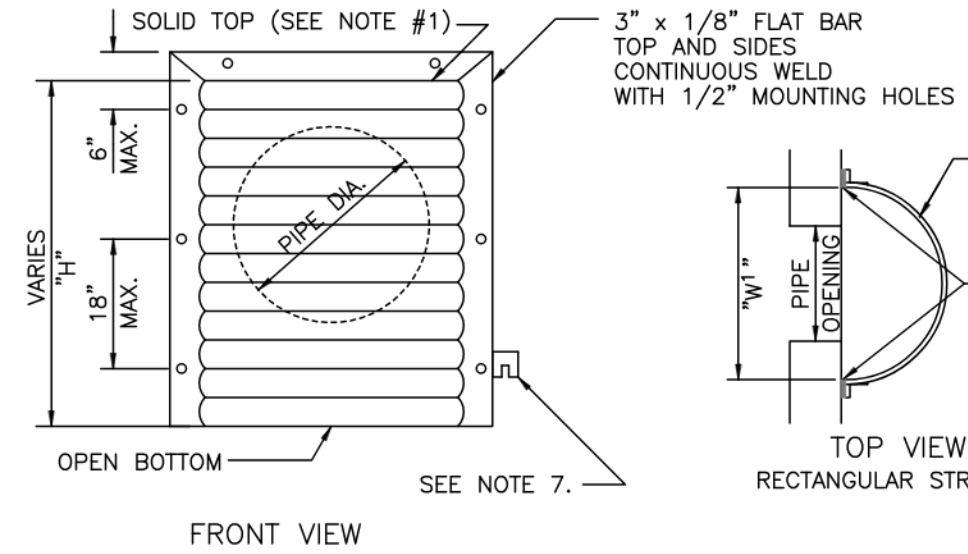


TYPE	TYPE	"A"	"B"	"C"	"D"	"E"	"F"
C-4	M-4	4'-0\"/>					

FOR CURB INLET: USE USF 5130-6168 FRAME AND GRATE (O.A.E.)
 FOR DROP CURB: USE USF 5112-6143 FRAME AND GRATE (O.A.E.)
**PRECAST DRAINAGE MANHOLE
 OR CIRCULAR CATCH BASIN**



SIDE VIEW



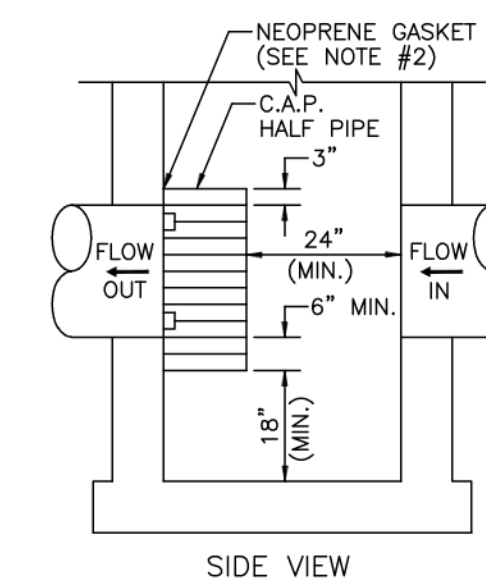
FRONT VIEW

PIPE DIA. (IN)	W ¹ (IN)	W ² (IN)	T (GAUGE)	H (IN)
15"	21"	21"	16	VARIES
18"	24"	24"	16	VARIES
21"	30"	30"	16	VARIES
24"	30"	36"	16	VARIES
30"	36"	42"	14	VARIES
36"	42"	48"	14	VARIES
42"	48"	54"	14	VARIES
48"	54"	60"	14	VARIES
54"	60"	66"	14	VARIES

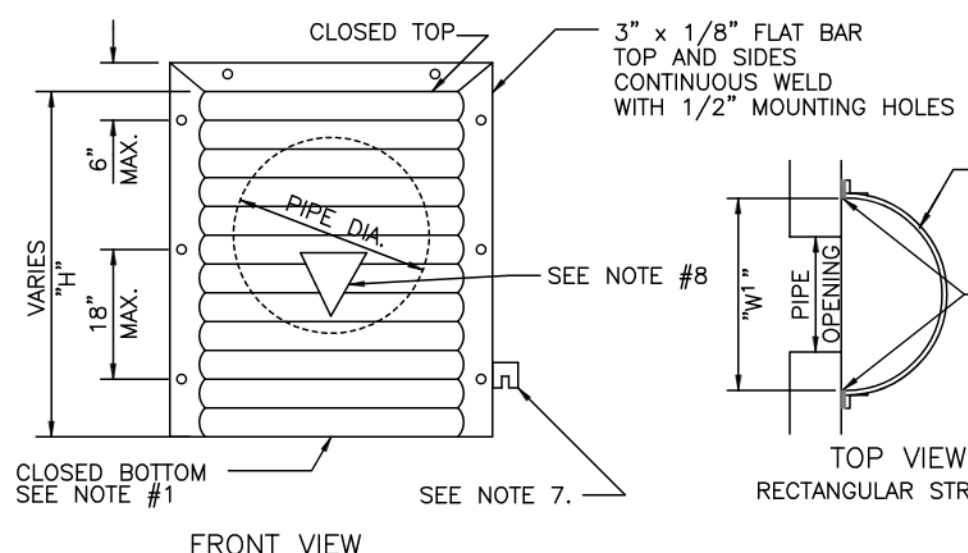
1. RECTANGULAR STRUCTURE
 2. ROUND STRUCTURE

- NOTES:
- ALUMINUM SHEET OF SAME THICKNESS (GAUGE) AS PIPE SHALL BE WELDED TO CLOSE OPENING AT THE TOP.
 - NEOPRENE ADHESIVE BACKED GASKET, OR APPROVED EQUAL (1" x 3") SHALL BE INSTALLED ON THE SIDES AND TOP OF ALL BAFFLES.
 - POLLUTION RETARDANT BAFFLE TO BE FASTENED IN PLACE WITH 3/8" x 3" STAINLESS STEEL "RED HEADS", OR APPROVED EQUAL.
 - ALL EXFILTRATION TRENCHES SHALL HAVE A POLLUTION RETARDANT BAFFLE AT EACH CONNECTION POINT TO A STRUCTURE (SEE EXFILTRATION TRENCH DETAIL). THE BOTTOM OF THE BAFFLE SHALL BE A MIN. OF 12" BELOW C.W.E.
 - FIBERGLASS BAFFLES ARE NOT PERMITTED.
 - MOUNTING BRACKETS MAY BE ADDED TO FLAT BARS TO EASE INSTALLATION IN ROUND STRUCTURES. SPACING TO MATCH HOLES IN FLAT BARS.
 - FOR POLLUTION RETARDANT BASINS THE BOTTOM ELEVATION OF THE BAFFLE MUST BE A MINIMUM OF 2' BELOW THE CONTROL WATER ELEVATION.

POLLUTION RETARDANT BAFFLE (PRB) DETAIL



SIDE VIEW



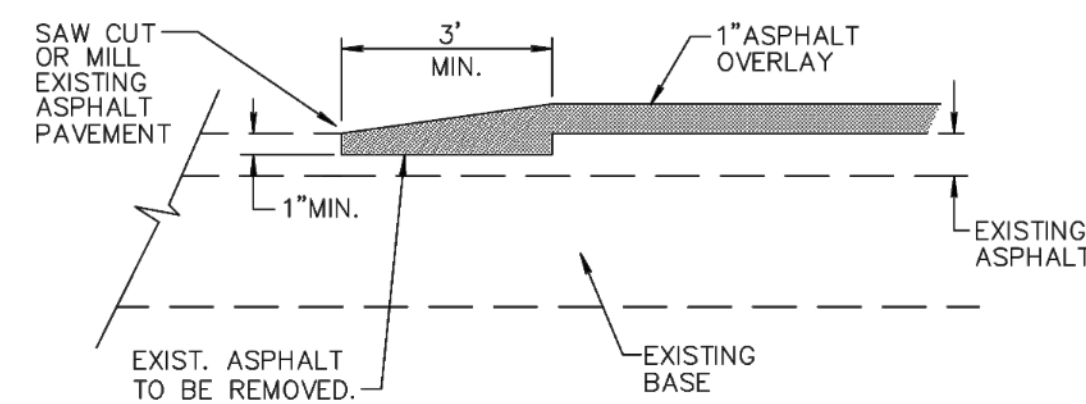
FRONT VIEW

PIPE DIA. (IN)	W ¹ (IN)	W ² (IN)	T (GAUGE)	H (IN)
15"	21"	21"	16	VARIES
18"	24"	24"	16	VARIES
21"	30"	30"	16	VARIES
24"	30"	36"	16	VARIES
30"	36"	42"	14	VARIES
36"	42"	48"	14	VARIES
42"	48"	54"	14	VARIES
48"	54"	60"	14	VARIES
54"	60"	66"	14	VARIES

1. RECTANGULAR STRUCTURE
 2. ROUND STRUCTURE

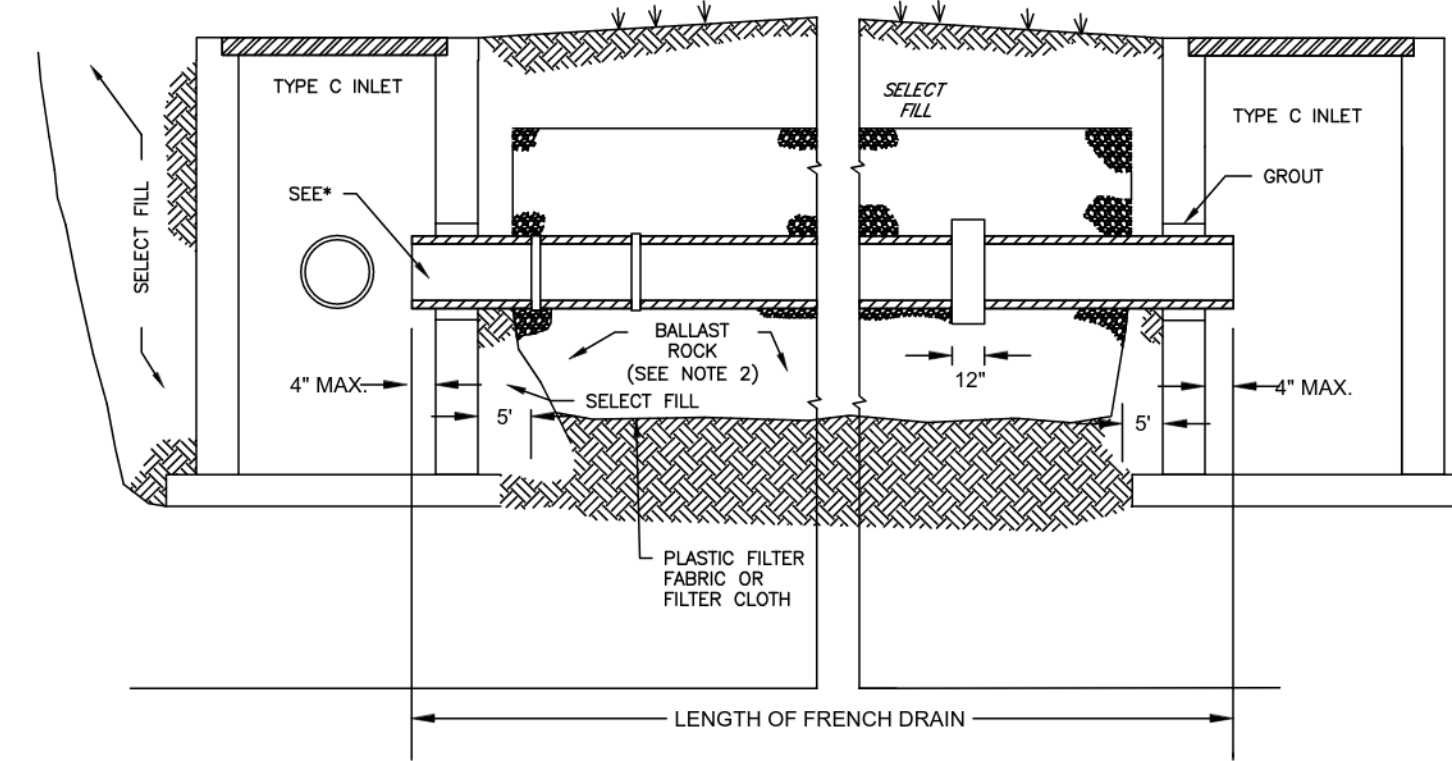
- NOTES:
- ALUMINUM SHEET OF SAME THICKNESS (GAUGE) AS PIPE SHALL BE WELDED TO CLOSE OPENING AT THE TOP.
 - NEOPRENE ADHESIVE BACKED GASKET, OR APPROVED EQUAL (1" x 3") SHALL BE INSTALLED ON THE SIDES AND TOP OF ALL BAFFLES.
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 - FIBERGLASS BAFFLES ARE NOT PERMITTED.
 - MOUNTING BRACKETS MAY BE ADDED TO FLAT BARS TO EASE INSTALLATION IN ROUND STRUCTURES. SPACING TO MATCH HOLES IN FLAT BARS.
 - FOR POLLUTION RETARDANT BASINS THE BOTTOM ELEVATION OF THE BAFFLE MUST BE A MINIMUM OF 2' BELOW THE CONTROL WATER ELEVATION.
 - 6" INVERTED TRIANGLE BLEEDER INV. ELEV. 11.50 NAVD.

CONTROL BAFFLE DETAIL

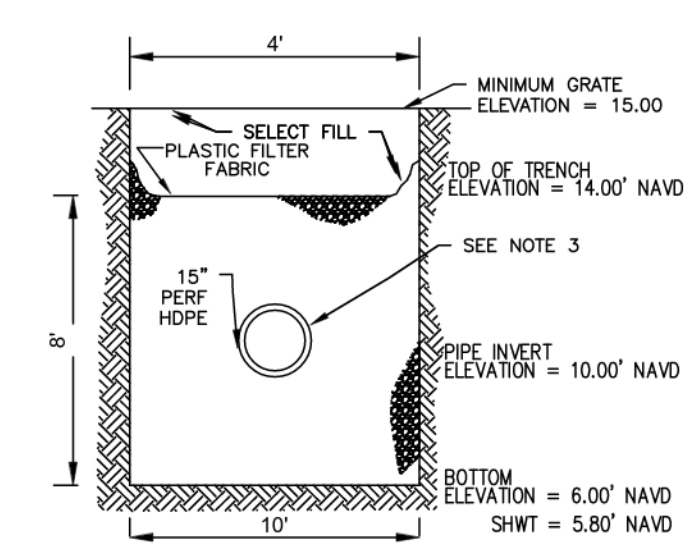


NEW OVERLAY PAVEMENT JOINT

NOTE:
 THIS METHOD OF PAVEMENT JOINT SHALL BE USED FOR ANY APPLICATION OR CONSTRUCTION WHERE PROPOSED PAVEMENT WILL BE CONNECTED TO EXISTING PAVEMENT.



LONGITUDINAL SECTION



TRANSVERSE SECTION

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

EXFILTRATION TRENCH DETAIL

48 HOURS BEFORE DIGGING
 CALL TOLL FREE
 811 or 1-800-432-4770
 SUNSHINE STATE ONE CALL CENTER

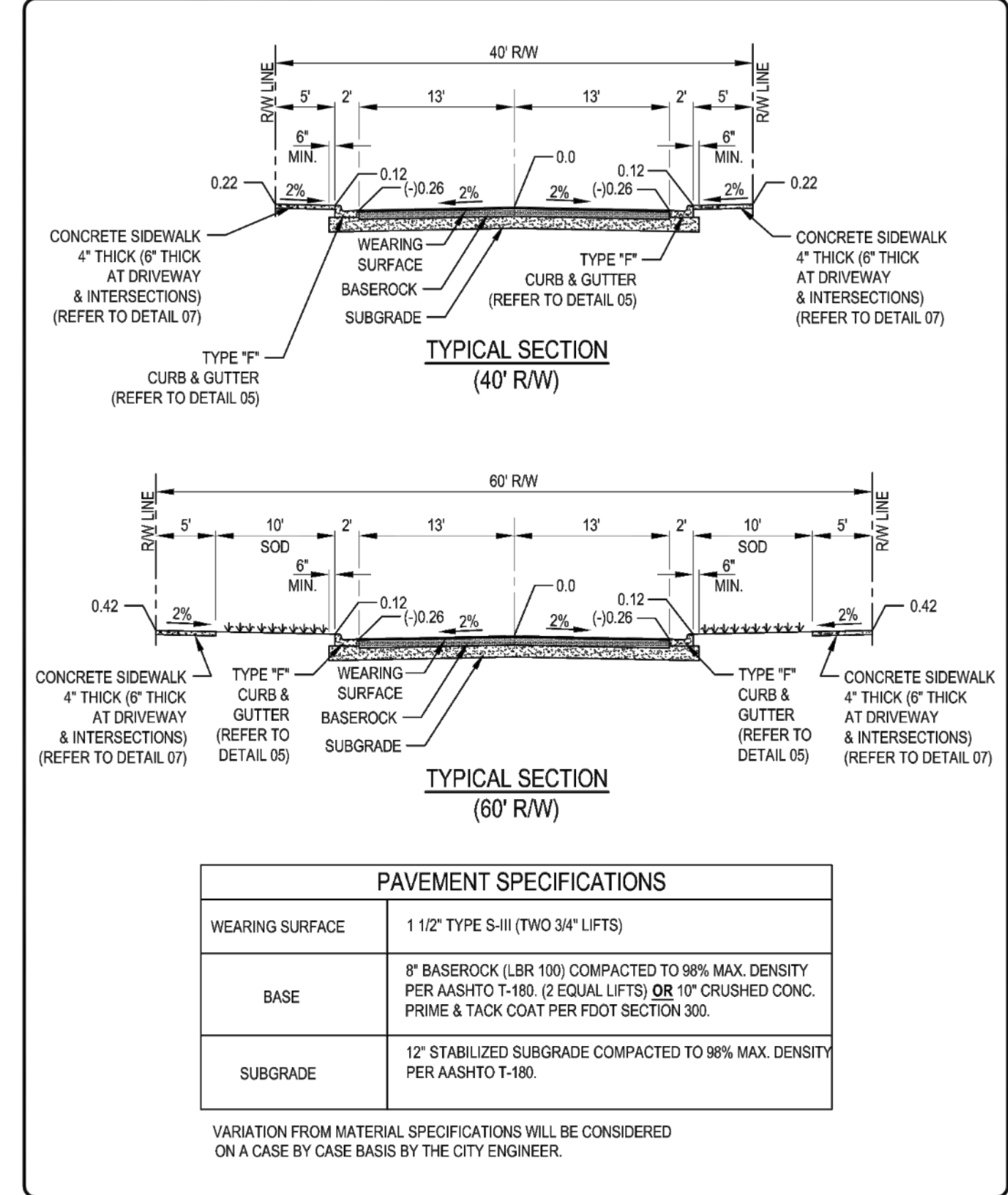
DISCLAIMER
 This drawing, as an instrument of service, is the property of the Engineer and may not be reproduced without their permission and unless the reproduction carries their name. All design and other information shown on this drawing are for the use on the specified project only and shall not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

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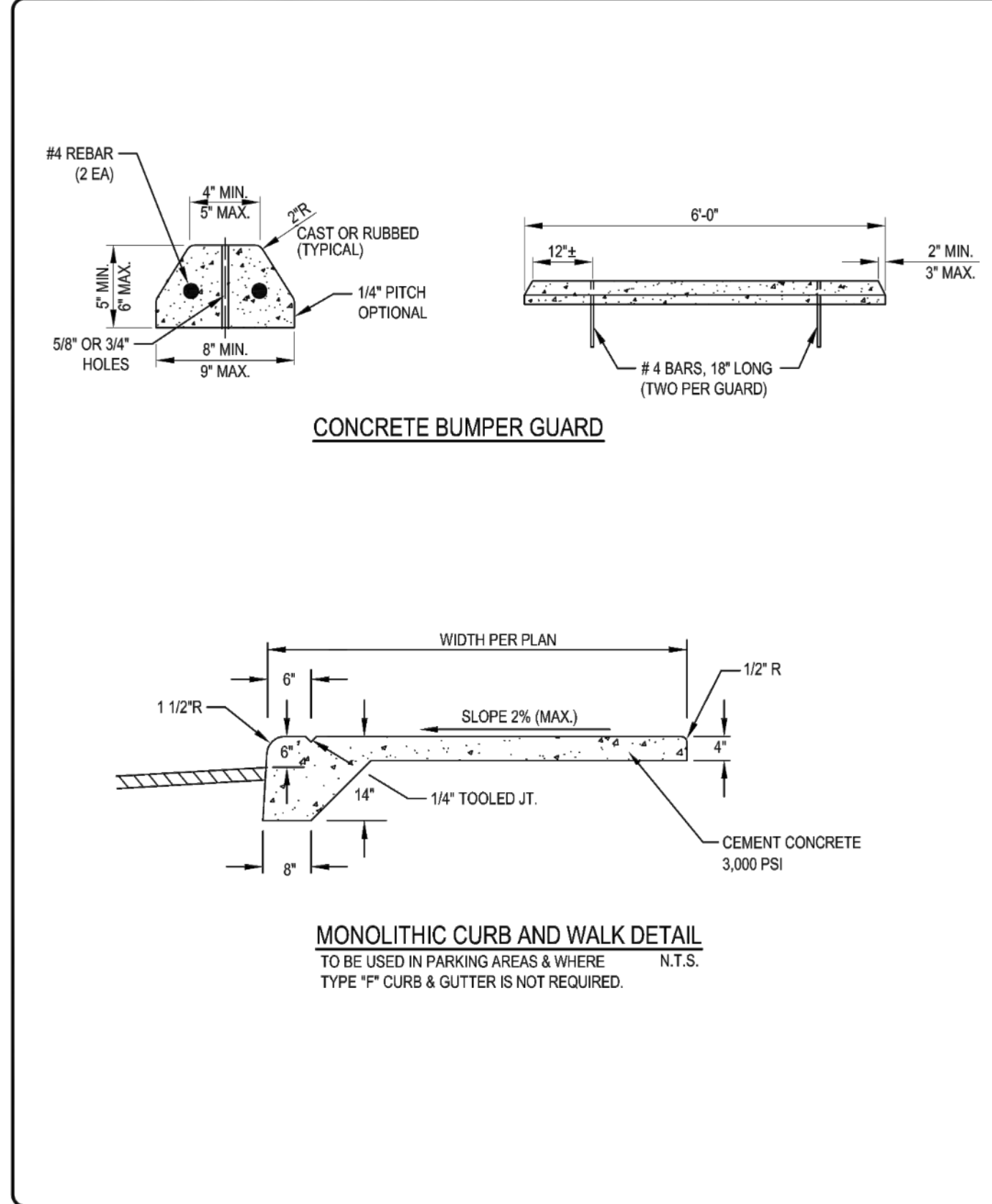
GENERAL NOTES

- EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL UTILITY COMPANIES AND "SUNSHINE STATE ONE CALL OF FLORIDA, INC." TO LOCATE ALL EXISTING UTILITIES WITHIN THE CONSTRUCTION AREA PRIOR TO CONSTRUCTION. CONTRACTOR SHALL VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING UTILITIES PRIOR TO COMMENCING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES DURING CONSTRUCTION AND RESETTING UTILITIES TO NEW GRADE AND SLOPE WITHIN THE LIMITS OF CONSTRUCTION.
- SAFETY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH THE PROVISIONS OF THE FLORIDA TRENCH SAFETY ACT, THE FLORIDA UNDERGROUND FACILITY DAMAGE PREVENTION AND SAFETY ACT, AND ALL APPLICABLE O.S.H. REQUIREMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TAKING ALL NECESSARY PRECAUTIONS WHEN WORKING IN THE VICINITY OF OVERHEAD ELECTRICAL LINES.
- MAINTENANCE OF TRAFFIC. CONTRACTOR SHALL PROVIDE MAINTENANCE OF TRAFFIC (MOT) PLANS, PREPARED BY A WORK SITE TRAFFIC SUPERVISOR AS CERTIFIED BY THE AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION, PRIOR TO COMMENCING CONSTRUCTION WITHIN CITY OF LAKE WORTH RIGHT-OF-WAY.
- ACCESS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING SAFE VEHICULAR AND PEDESTRIAN ACCESS AT ALL TIMES.
- WARRANTY. ALL WORK MATERIALS OR EQUIPMENT SHALL BE WARRANTED FOR A MINIMUM OF ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE BY THE CITY OF LAKE WORTH. AGAINST DEFECTIVE MATERIALS AND/OR WORKMANSHIP. ALL WORK DONE TO BE DEFECTIVE WILL BE REPLACED BY THE CONTRACTOR AT NO EXPENSE TO THE CITY OF LAKE WORTH.
- SHOP DRAWINGS. THE CONTRACTOR SHALL PROVIDE A MINIMUM OF SEVEN (7) COPIES (OR MORE, IF REQUIRED) OF SHOP DRAWINGS, PRODUCT DATA, MATERIAL SPECIFICATIONS AND OTHER INFORMATION REGARDING CONSTRUCTION MATERIALS AND STRUCTURES AS REQUESTED BY THE ENGINEER OF RECORD OR THE CITY OF LAKE WORTH. SHOP DRAWINGS MUST BE NEWLY PREPARED INFORMATION DRAWN TO ACCURATE SCALE. STANDARD INFORMATION PREPARED WITHOUT SPECIFIC REFERENCE TO THE PROJECT WILL BE RETURNED TO THE CONTRACTOR WITHOUT REVIEW. SHOP DRAWINGS SHALL BE SUBJECT TO THE FOLLOWING:
 - BY SUBMITTAL OF ANY SHOP DRAWING OR CATALOG DATA, BEARING AN APPROVAL STAMP, THE CONTRACTOR REPRESENTS THAT IT HAS DETERMINED AND VERIFIED ALL FIELD MEASUREMENTS, FIELD CONSTRUCTION CRITERIA, MATERIALS, DIMENSIONS, CATALOG NUMBERS AND SIMILAR DATA, OR WILL DO SO, AND THAT IT HAS CHECKED AND COORDINATED EACH ITEM WITH OTHER APPLICABLE APPROVED SHOP DRAWINGS AND THE CONTRACT REQUIREMENTS.
 - SHOP DRAWINGS AND CATALOG DATA SUBMITTED WITHOUT THE CONTRACTOR'S STAMP OF APPROVAL WILL BE RETURNED TO THE CONTRACTOR WITHOUT REVIEW. APPROVAL OF SHOP DRAWINGS, SAMPLES, OR CATALOG DATA BY THE ENGINEER OF RECORD OR THE CITY OF LAKE WORTH SHALL NOT AUTHORIZE ANY DEVIATION FROM THE REQUIREMENTS OF THE CONTRACT DOCUMENTS.
 - ANY PROPOSED SUBSTITUTE OR EQUAL TO THAT SHOWN ON THE CONTRACT DOCUMENTS SHALL BE ACCOMPANIED BY CALCULATIONS SUBSTANTIATING EQUIVALENCY. SHOP DRAWINGS WITH SUBSTITUTE MATERIALS NOT ACCOMPANIED BY CALCULATIONS WILL BE RETURNED WITHOUT REVIEW.
 - THE CONTRACTOR SHALL CONFIRM COMPATIBILITY OF PIPE SIZES AND INVERTS DURING THE SHOP DRAWING AND MATERIALS ORDERING PHASE OF THE PROJECT AND ADVISE THE ENGINEER OF RECORD IN WRITING OF ANY DISCREPANCIES.
 - INDIVIDUAL SHOP DRAWINGS FOR ALL PRECAST STRUCTURES ARE REQUIRED. CATALOG LITERATURE WILL NOT BE ACCEPTED FOR PRECAST STRUCTURES.
- FIELD REVIEW. THE CONTRACTOR SHALL PROVIDE NOTIFICATION, 48 HOURS (MIN.) PRIOR TO ANY REQUIRED FIELD REVIEWS OR INSPECTIONS AND SHALL SUPPLY ALL NECESSARY EQUIPMENT, LABOR, AND MATERIALS FOR INSPECTION AND/OR TEST. ALL WORK SHALL BE OPEN AND SUBJECT TO REVIEW AND/OR INSPECTION BY AUTHORIZED PERSONNEL OF THE CITY OF LAKE WORTH AND THE ENGINEER OF RECORD.
- DENSITY TESTING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY TESTING TO ENSURE THAT THE PROPER COMPACTION HAS BEEN ACHIEVED FOR ALL SUBGRADE & BASE MATERIALS. PIPE BACKFILL & OTHER AREAS WHERE COMPACTION REQUIREMENTS ARE SPECIFIED. ALL TEST RESULTS SHALL BE SIGNED & SEALED BY A FLORIDA LICENSED PROFESSIONAL ENGINEER AND COPIES SHALL BE PROVIDED TO THE ENGINEER OF RECORD AND THE CITY OF LAKE WORTH.
- RESULTS. THE CONTRACTOR SHALL NOT COMMENCE CONSTRUCTION PRIOR TO RECEIPT OF ALL APPLICABLE PERMITS AND APPROVALS INCLUDING AN APPROVED MAINTENANCE OF TRAFFIC PLAN. THE CONTRACTOR SHALL ABIDE BY ALL APPLICABLE REQUIREMENTS OF THE PERMITS AND AGENCY APPROVALS.
- EROSION CONTROL. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED IN ACCORDANCE WITH FDOT INDICES 102, 103 AND 106. THE FDEP NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) GENERAL PERMIT (IF APPLICABLE), AND THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP), FILTER FABRIC, HAY BALES, OR ROCK BAGS SHALL BE INSTALLED IN EACH INLET THROUGHOUT THE CONSTRUCTION PERIOD. A SOIL TRACKING PREVENTION DEVICE (STPD) SHALL BE INSTALLED AT ALL UNSTABILIZED CONSTRUCTION ACCESS POINTS. PER FDOT INDEX NO. 106.
- STORM DRAINAGE. ALL STORM DRAINAGE PIPE JOINTS SHALL BE WRAPPED IN FILTER FABRIC PER FDOT STANDARD INDEX NO. 280. ALL DRAINAGE STRUCTURES SHALL CONFORM TO THE REQUIREMENTS OF FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION. ALL GRATES SHALL BE REQUIRED TO THE STRUCTURES WITH AN EXTERIOR FINISH AND CHAIN. ALL STORM DRAINAGE SHALL BE FREE OF SILT AND SEDIMENT AT THE TIME OF FINAL ACCEPTANCE BY THE CITY OF LAKE WORTH.
- DEWATERING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND COMPLYING WITH ANY DEWATERING PERMITS AND/OR APPROVALS NECESSARY FOR CONSTRUCTION. NO WATER FROM DEWATERING MEASURES SHALL BE DISCHARGED OFF-SITE. ALL DISCHARGE SHALL BE CONTAINED IN ON-SITE SEDIMENT BASINS.
- SIDEWALKS. ALL SIDEWALKS SHALL BE CONSTRUCTED TO MEET THE REQUIREMENTS OF THE FLORIDA BUILDING CODE, CHAPTER 11 - FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION. ALL CURB RAMPS SHALL BE CONSTRUCTED IN ACCORDANCE WITH FDOT STANDARD INDEX NO. 304 AND THE REQUIREMENTS OF THE FLORIDA BUILDING CODE. ALL WALKWAYS CROSSING VEHICULAR AREAS SHALL HAVE A DETECTABLE WARNING SURFACE (TRUNCATED CONES) IN ACCORDANCE WITH FDOT STANDARD INDEX NO. 304 AND THE FLORIDA BUILDING CODE, CHAPTER 11 - ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION. ALL SIDEWALKS SHALL BE BROOM FINISHED WITH AN EVEN, DUSTLESS SURFACE AND SHALL BE FREE OF CRACKS AT THE TIME OF FINAL ACCEPTANCE BY THE CITY OF LAKE WORTH.
- PAVEMENT. WHERE FULL DEPTH PAVEMENT REPLACEMENT IS SPECIFIED, EXISTING BASEROCK MAY NOT BE RE-USED, HOWEVER IT MAY BE UTILIZED AS SURFACE STABILIZATION MATERIAL. ALL SUBGRADE SHALL BE FREE OF MUCK, ROOTS, UNDERBRUSH, VEGETATIVE MATTER, GARBAGE, TRASH, OR ANY OTHER UNSUITABLE MATERIALS. BASEROCK AND ASPHALT SHALL BE PLACED IN MULTIPLE LIFTS AND SHALL BE PLACED IN ACCORDANCE WITH THE APPLICABLE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION. FINAL LIFT OF ASPHALT SHALL PROVIDE A UNIFORM FINISH AND SHALL BE PLACED TO CORRECT MINOR IMPERFECTIONS IN THE FIRST LIFT AND TO PROVIDE POSITIVE DRAINAGE FOR THE ROADWAY.
- SIGNING AND PAVEMENT MARKING. ALL PAVEMENT MARKINGS WITHIN CITY OF LAKE WORTH RIGHT-OF-WAY SHALL BE THERMOPLASTIC. THERMOPLASTIC SHALL NOT BE INSTALLED ON PAVEMENT UNTIL A MINIMUM OF FIVE CALENDAR DAYS AFTER THE FINAL LIFT OF ASPHALT HAS BEEN COMPLETED. BLUE/WHITE REFLECTIVE PAVEMENT MARKERS (RPM) SHALL BE INSTALLED TO INDICATE THE LOCATION OF ALL PRE HYDRANTS.

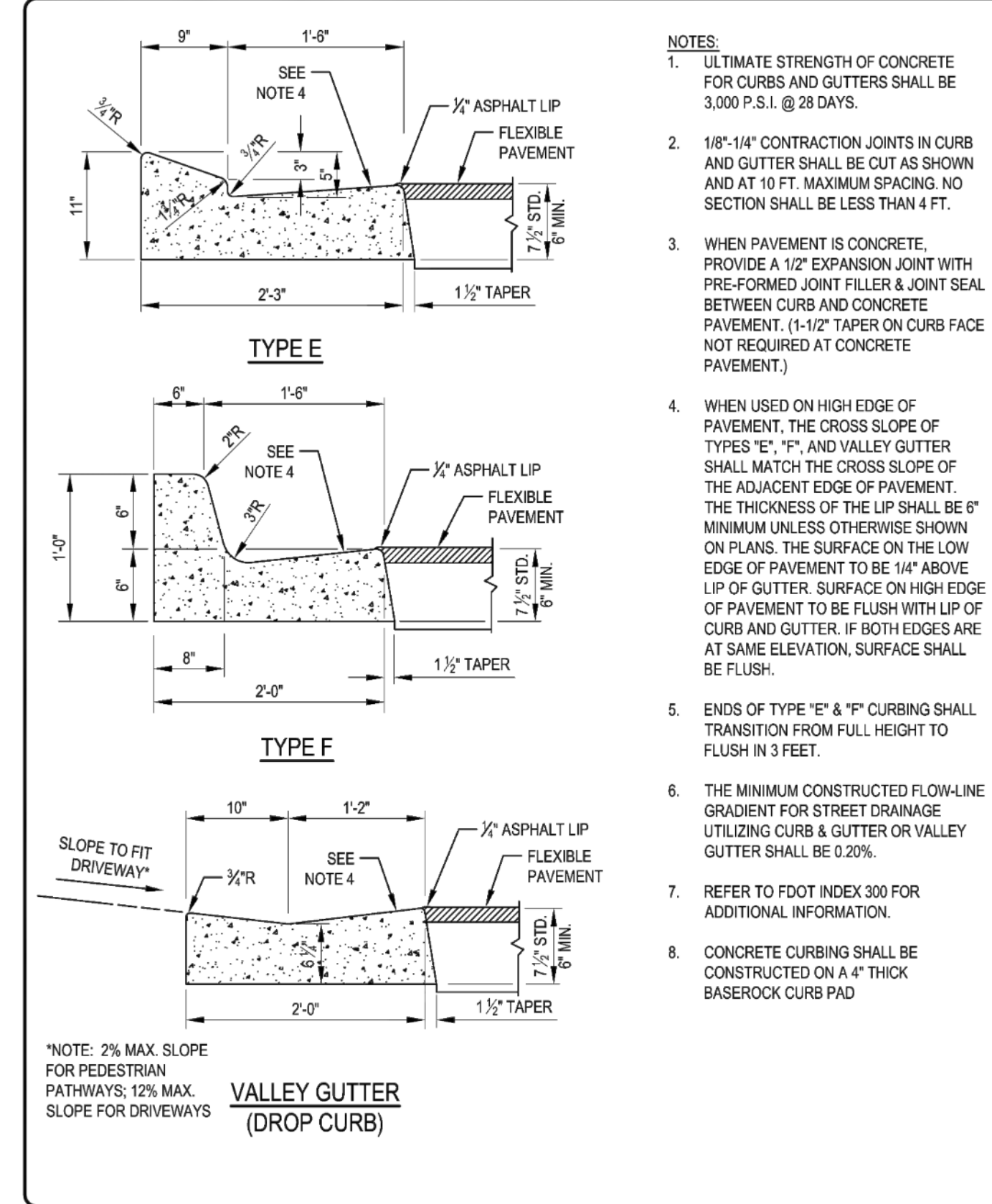
CITY OF LAKE WORTH PUBLIC SERVICES DEPARTMENT
 GENERAL NOTES
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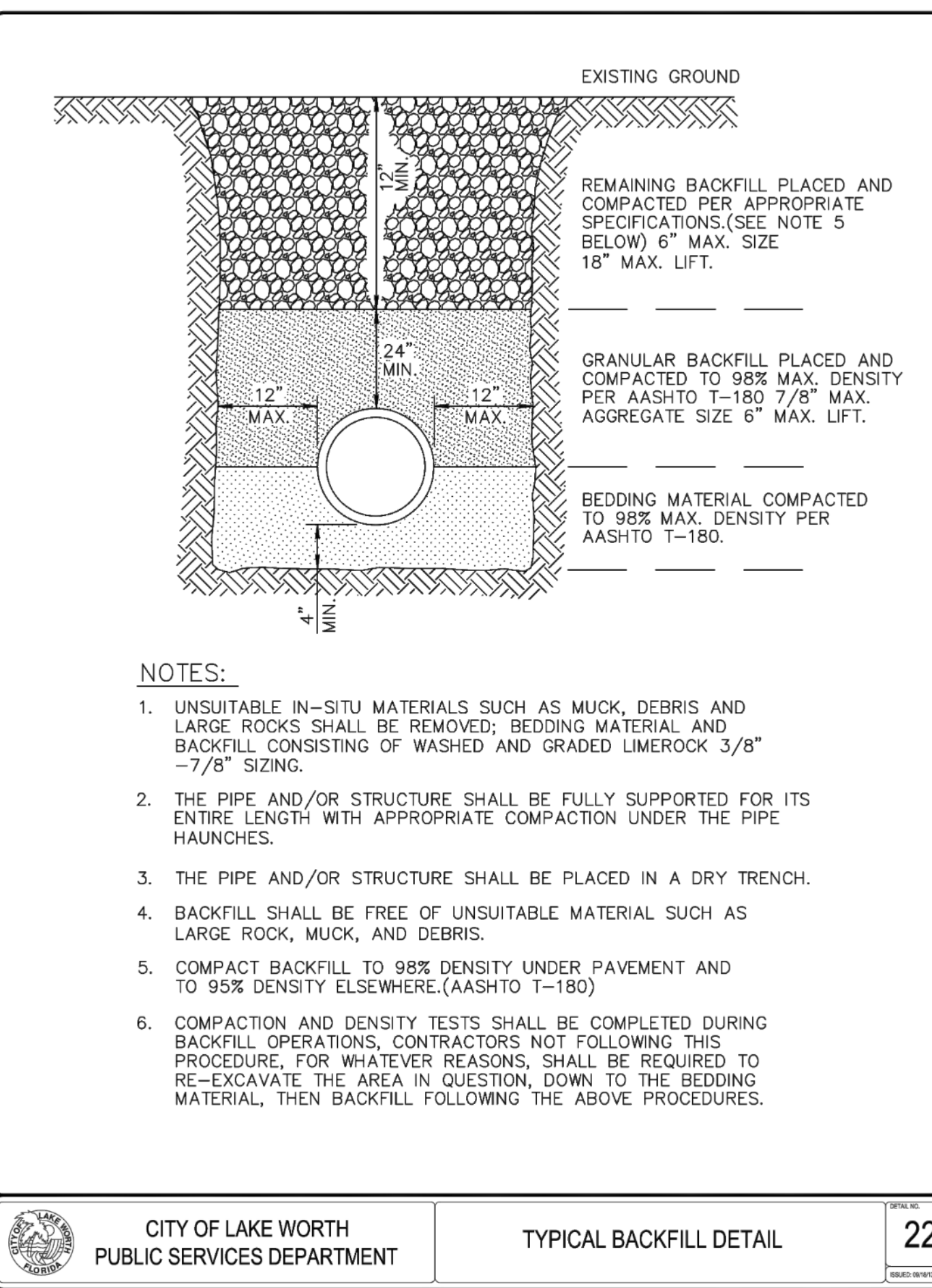
CITY OF LAKE WORTH PUBLIC SERVICES DEPARTMENT
 TYPICAL RIGHT-OF-WAY SECTIONS
 02



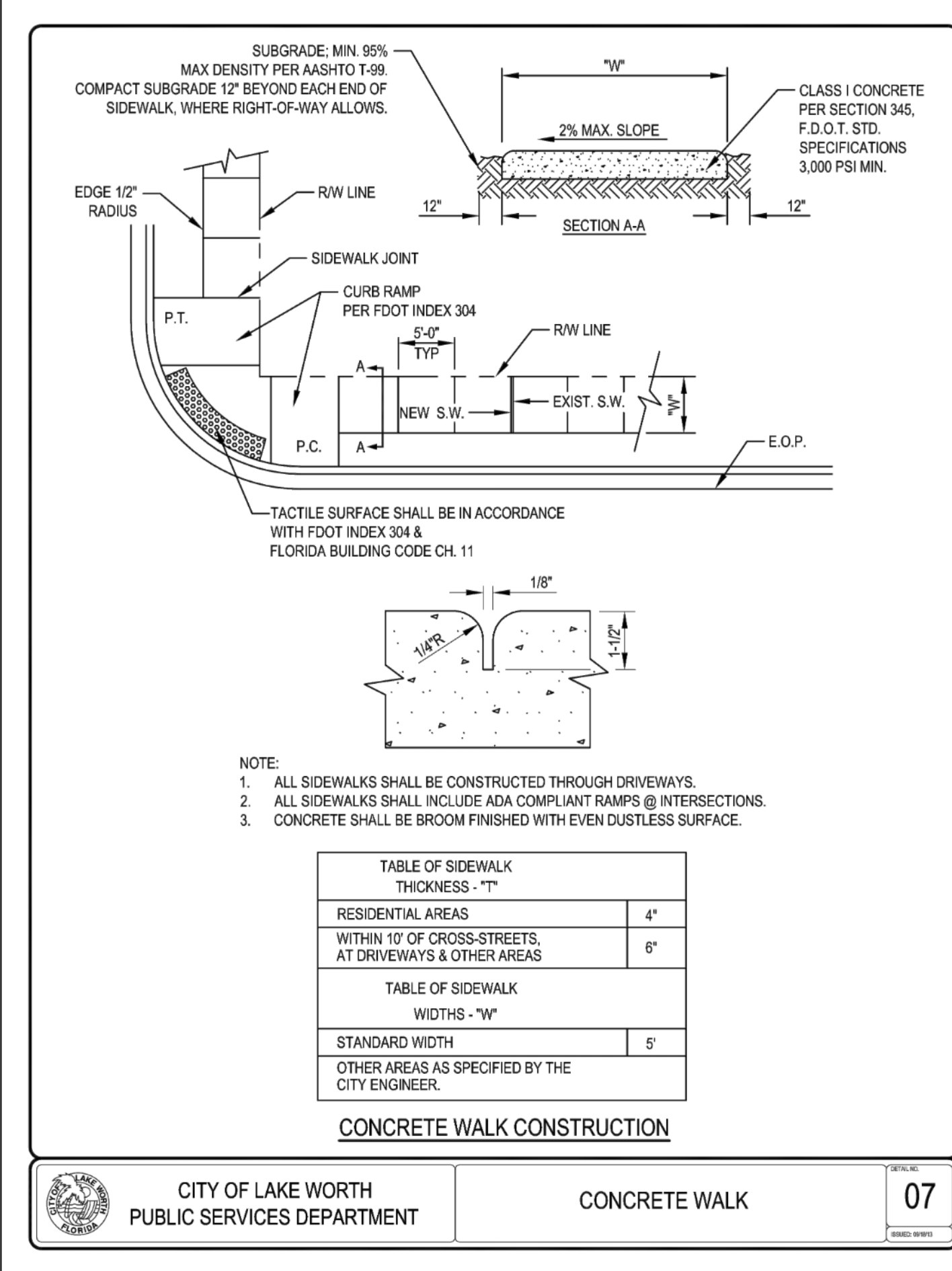
CITY OF LAKE WORTH PUBLIC SERVICES DEPARTMENT
 CONCRETE BUMPER GUARD AND MONOLITHIC CURB AND WALK
 08



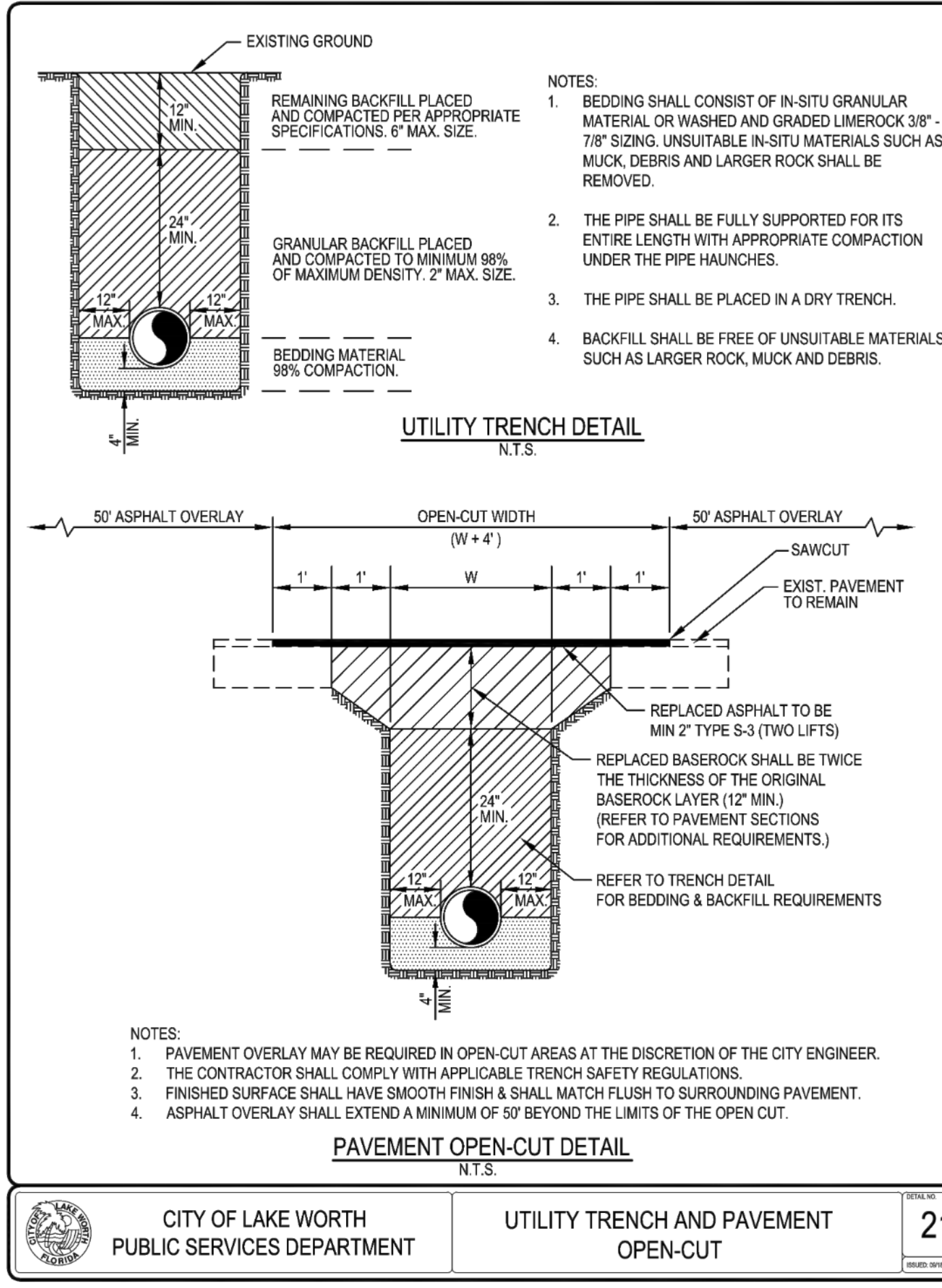
CITY OF LAKE WORTH PUBLIC SERVICES DEPARTMENT
 CONCRETE CURB AND GUTTER
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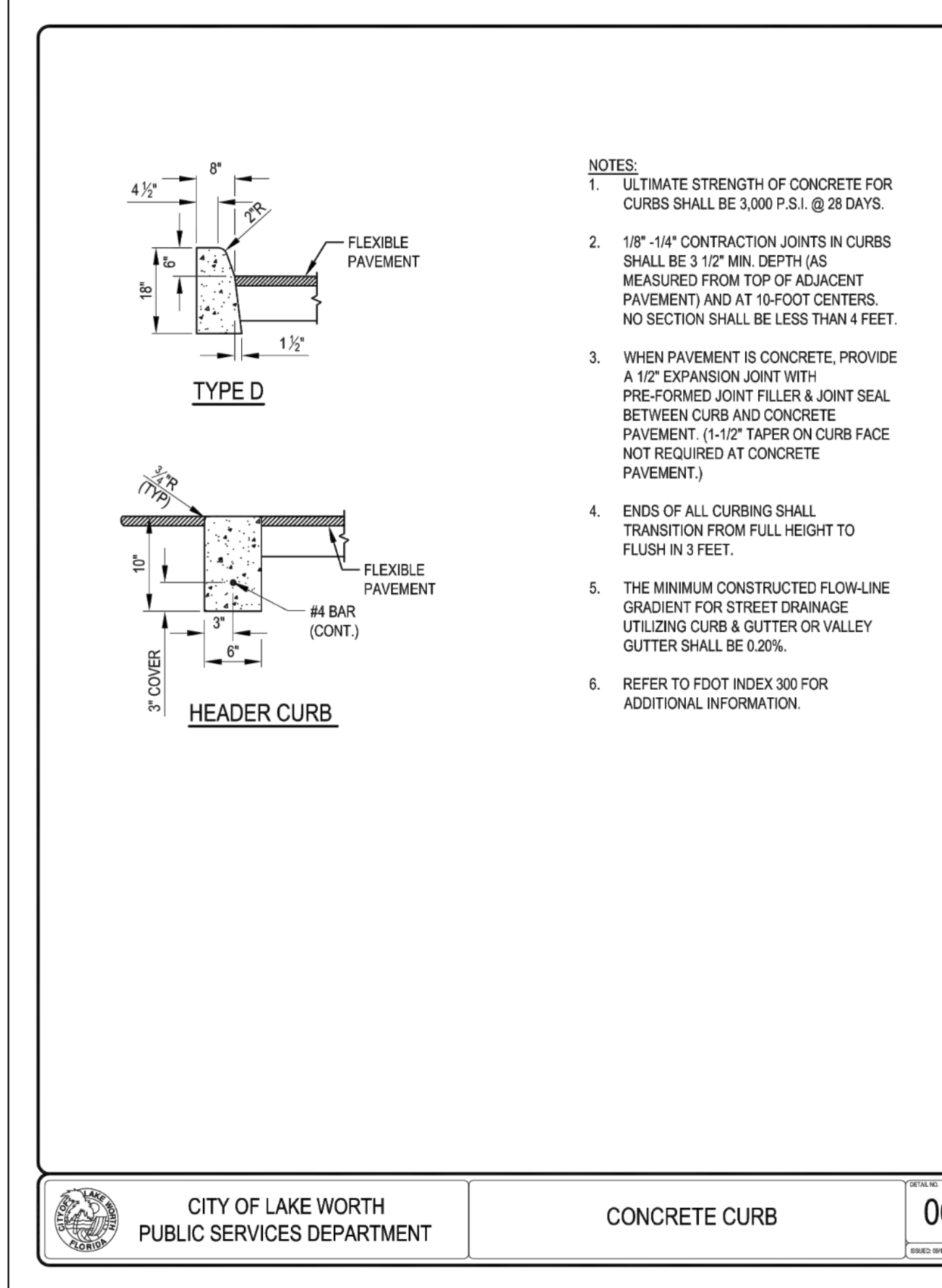
CITY OF LAKE WORTH PUBLIC SERVICES DEPARTMENT
 TYPICAL BACKFILL DETAIL
 22



CITY OF LAKE WORTH PUBLIC SERVICES DEPARTMENT
 CONCRETE WALK
 07



CITY OF LAKE WORTH PUBLIC SERVICES DEPARTMENT
 UTILITY TRENCH AND PAVEMENT OPEN-CUT
 21



CITY OF LAKE WORTH PUBLIC SERVICES DEPARTMENT
 CONCRETE CURB
 06

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 7000 North Federal Highway, 2nd Floor
 Boca Raton, FL 33487 USA
 tel +1 561 393 6555
 ibigroup.com

LAKE WORTH STATION
 LAKE WORTH BEACH, FLORIDA

PAVING, GRADING AND DRAINAGE DETAILS

NOT FOR CONSTRUCTION

NOT TO BE FILED FOR RECORD UNLESS SIGNED AND DATED WITH THE ORIGINAL SET OF PLANS BY THE ENGINEER OF RECORD FOR THE PROJECT. FLORIDA P.E. #00348 FOR THE FIRM.

DRAWN: CMP	SCALE: N.T.S.
DESIGNED: CMP	PROJECT: 137767
CHECKED: PFR	SHEET: C3.3
DATE: 12/07/2022	

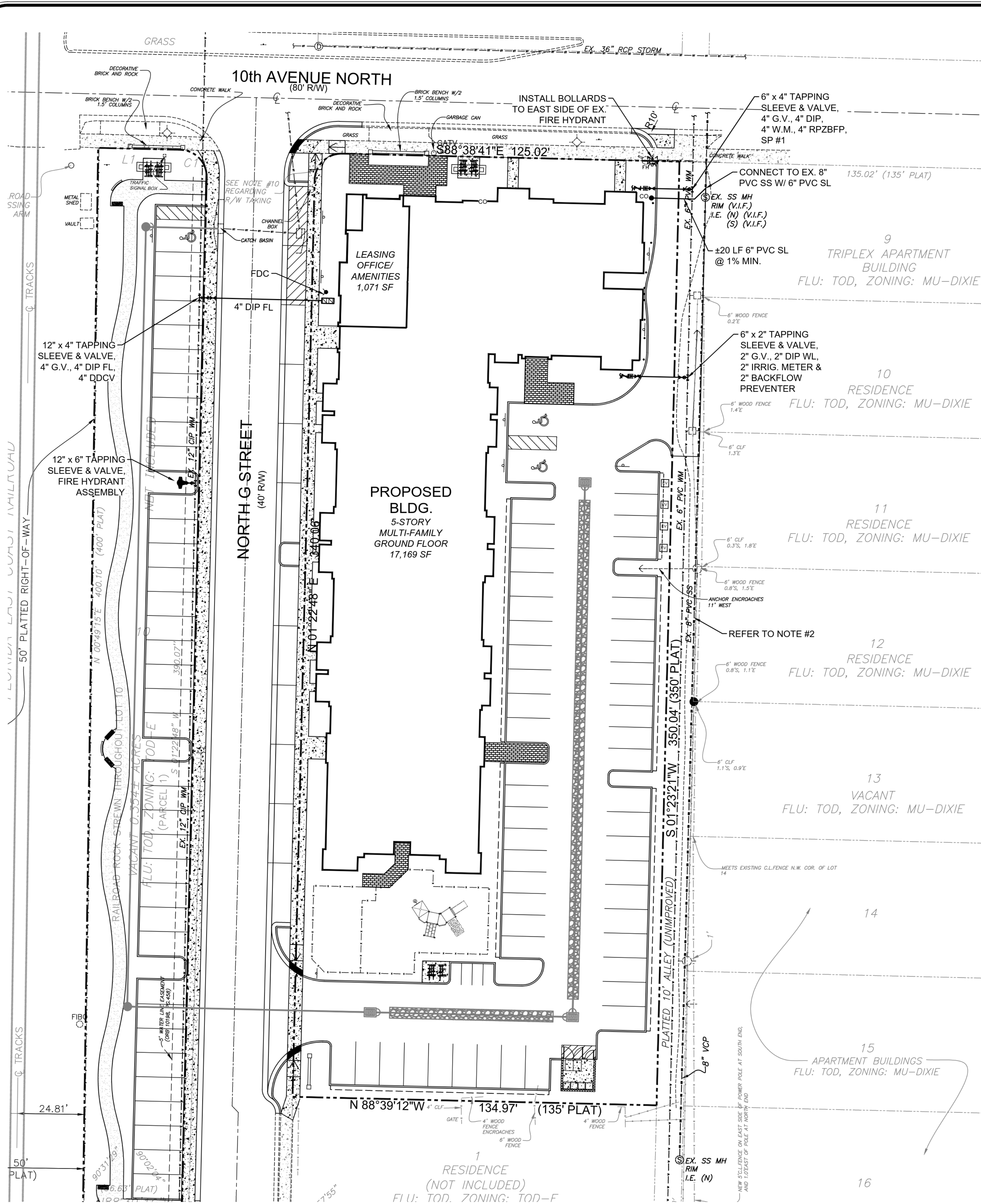
REVISIONS

No.	Date	Comment
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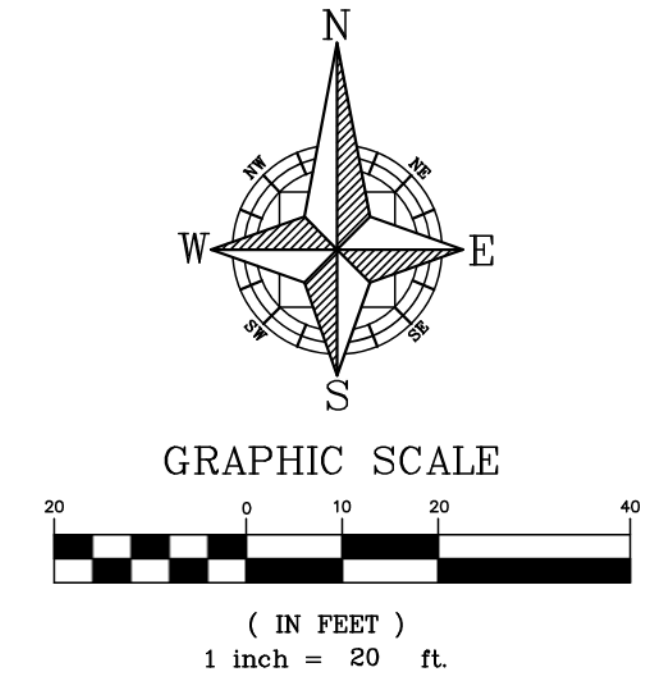
ENGINEER'S CERT. OF AUTH. #2566

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J:\137767_Lake_Worth_S\7.0_Production\7.03_Design\01_Gen_Sheets\137767-ENG.dwg Modified: 12/18/2022 By: spence Plotted By: christopher_pence



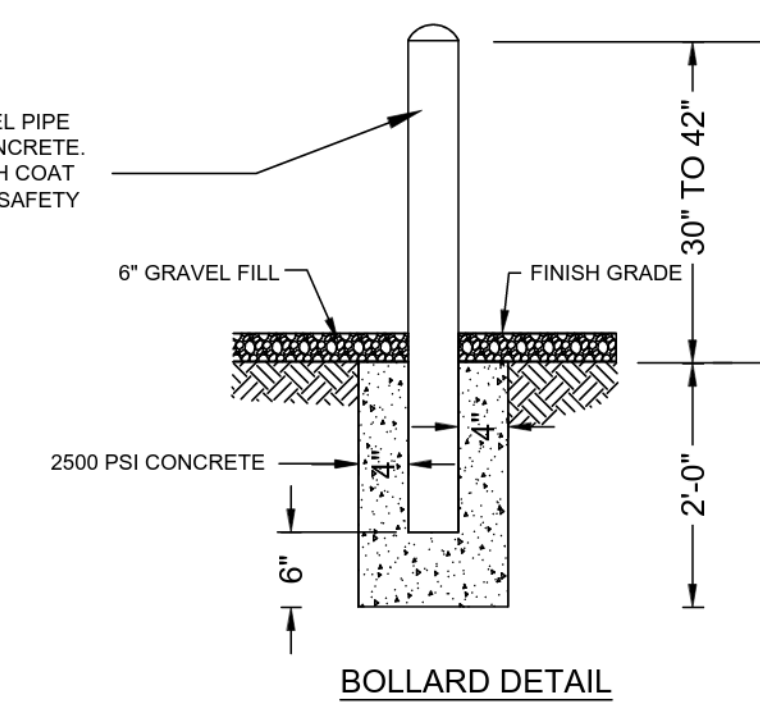
- ### LEGEND
- SANITARY SEWER LATERAL W/ MANHOLE
 - 22° BEND FITTING
 - 45° BEND FITTING
 - TEE FITTING
 - 90° BEND FITTING
 - REDUCER
 - GATE VALVE
 - WATER METER
 - BACKFLOW PREVENTER
 - DOUBLE DETECTOR CHECK VALVE
 - FIRE DEPARTMENT CONNECTION
 - FIRE HYDRANT ASSEMBLY



- ### NOTES:
- ALL DIP WATER MAINS TO BE COLOR CODED OR MARKED BLUE ACCORDING TO FLORIDA ADMINISTRATIVE CODE, RULE 62-555.320(21)(b)3.
 - FOR EX. 8" PVC SANITARY SEWER, CONTRACTOR SHALL LINE THE INTERIOR OF THE PIPE WITH A CURED IN PLACE LINER, FROM MANHOLE TO MANHOLE, ±355 LF.

SEPARATION OF WATER & SEWER LINES

HORIZONTAL SEPARATION OF PIPELINES		ALTERNATE CONSTRUCTION
MINIMUM SEPARATION	BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED WASTEWATER LINE WHEN POSSIBLE	WHERE AN UNDERGROUND WATER MAIN IS BEING LAID LESS THAN THE REQUIRED MINIMUM HORIZONTAL DISTANCE FROM ANOTHER PIPELINE AND WHERE AN UNDERGROUND WATER MAIN IS CROSSING ANOTHER PIPELINE AND JOINTS IN THE WATER MAIN ARE BEING LOCATED LESS THAN THE REQUIRED MINIMUM VERTICAL DISTANCE FROM JOINTS IN THE OTHER PIPELINE.
THREE FEET, AND PREFERABLY TEN FEET	STORM SEWER, STORMWATER FORCE MAIN OR RECLAIMED WATER MAIN	<ol style="list-style-type: none"> USE OF PRESSURE-RATED PIPE CONFORMING TO THE AMERICAN WATER WORKS ASSOCIATION STANDARDS INCORPORATED INTO RULE 62-555.330, F.A.C. FOR THE OTHER PIPELINE IF IT IS A GRAVITY-OR VACUUM-TYPE PIPELINE; USE OF WELDED, FUSED OR OTHERWISE RESTRAINED JOINTS FOR EITHER THE WATER MAIN OR THE OTHER PIPELINE; OR USE OF WATERTIGHT CASING PIPE OR CONCRETE ENCASEMENT AT LEAST FOUR (4) INCHES THICK FOR EITHER THE WATER MAIN OR THE OTHER PIPELINE.
THREE FEET, AND PREFERABLY TEN FEET	VACUUM-TYPE SANITARY SEWER	
SIX FEET, AND PREFERABLY TEN FEET	GRAVITY- OR PRESSURE-TYPE SANITARY SEWER, WASTEWATER FORCE MAIN OR RECLAIMED WATER MAIN NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.	
TEN FEET	REFER TO NOTE #2	WHERE AN UNDERGROUND WATER MAIN IS BEING LAID LESS THAN THREE FEET HORIZONTALLY FROM ANOTHER PIPELINE AND WHERE AN UNDERGROUND WATER MAIN IS CROSSING ANOTHER PIPELINE AND IS BEING LAID LESS THAN THE REQUIRED MINIMUM VERTICAL DISTANCE FROM THE OTHER PIPELINE:
VERTICAL SEPARATION OF PIPELINES		<ol style="list-style-type: none"> USE OF PIPE, OR CASING PIPE, HAVING HIGH IMPACT STRENGTH (I.E. HAVING AN IMPACT STRENGTH AT LEAST EQUAL TO THAT OF 0.25-INCH-THICK DUCTILE IRON PIPE) OR CONCRETE ENCASEMENT AT LEAST FOUR INCHES THICK FOR THE WATER MAIN; AND USE OF PIPE, OR CASING PIPE, HAVING HIGH IMPACT STRENGTH (I.E. HAVING A 0.25-INCH-THICK DUCTILE IRON PIPE) OR CONCRETE ENCASEMENT AT LEAST FOUR INCHES THICK FOR THE OTHER PIPELINE IF IT IS NEW AND IS CONVEYING WASTEWATER OR RECLAIMED WATER.
MINIMUM SEPARATION DISTANCE FROM THE (OUTSIDE TO OUTSIDE)	NEW OR RELOCATED, UNDERGROUND WATER CROSSING ANY EXISTING OR PROPOSED	
6 INCHES, PREFERABLY 12 INCHES ABOVE	GRAVITY- OR VACUUM-TYPE SANITARY SEWER OR STORM SEWER	
12 INCHES BELOW	GRAVITY- OR VACUUM-TYPE SANITARY SEWER OR STORM SEWER	
12 INCHES ABOVE OR BELOW	PRESSURE-TYPE SANITARY SEWER, WASTEWATER, STORMWATER FORCE MAIN OR PIPELINE CONVEYING RECLAIMED WATER MAIN	
ONE FULL LENGTH OF WATER MAIN PIPE SHALL BE CENTERED ABOVE OR BELOW THE OTHER PIPELINE SO THE WATER MAIN JOINTS WILL BE AS FAR AS POSSIBLE FROM THE OTHER PIPELINE.		
ALTERNATIVELY, THE PIPES SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM ALL JOINTS IN VACUUM-TYPE SANITARY SEWERS, STORM SEWERS, STORMWATER FORCE MAINS OR RECLAIMED WATER MAINS, AND AT LEAST SIX FEET FROM ALL JOINTS IN GRAVITY- OR PRESSURE-TYPE SANITARY SEWERS, WASTEWATER, FORCE MAINS OR RECLAIMED WATER MAINS.		



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LAKE WORTH STATION
LAKE WORTH BEACH, FLORIDA

WATER AND SEWER PLAN

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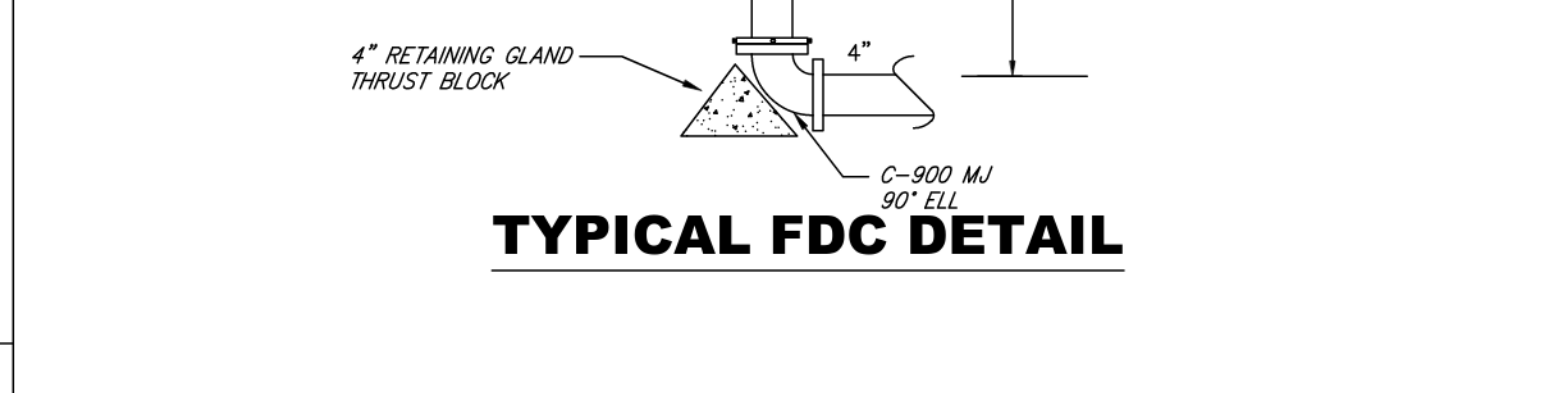
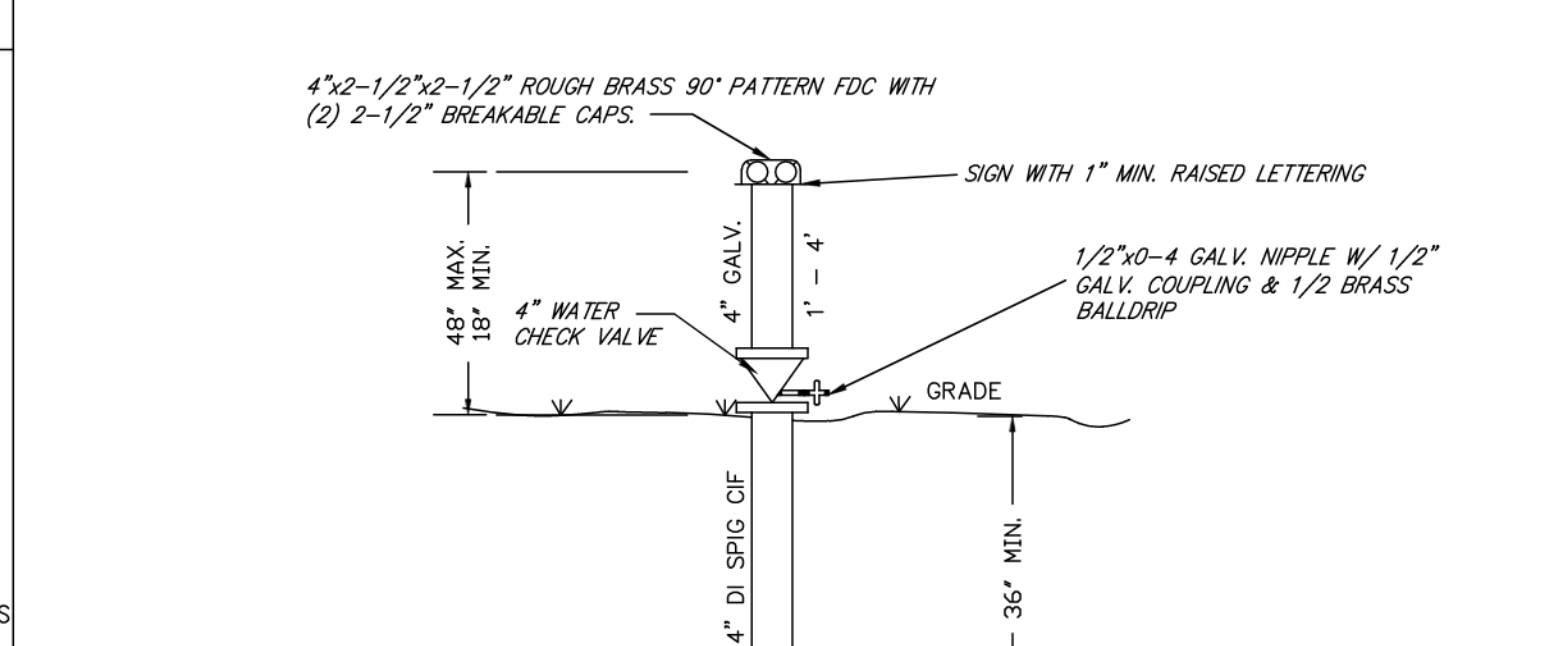
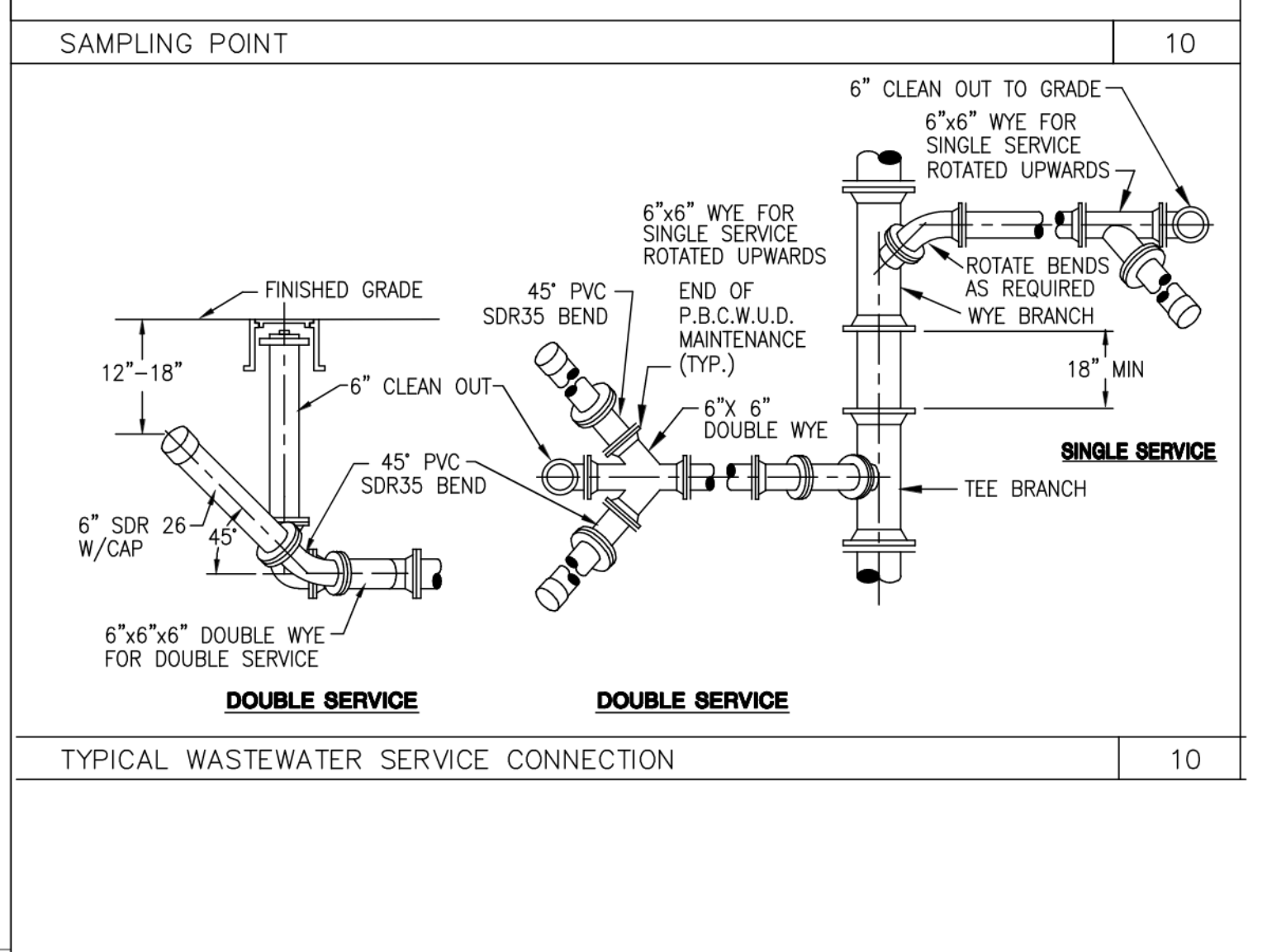
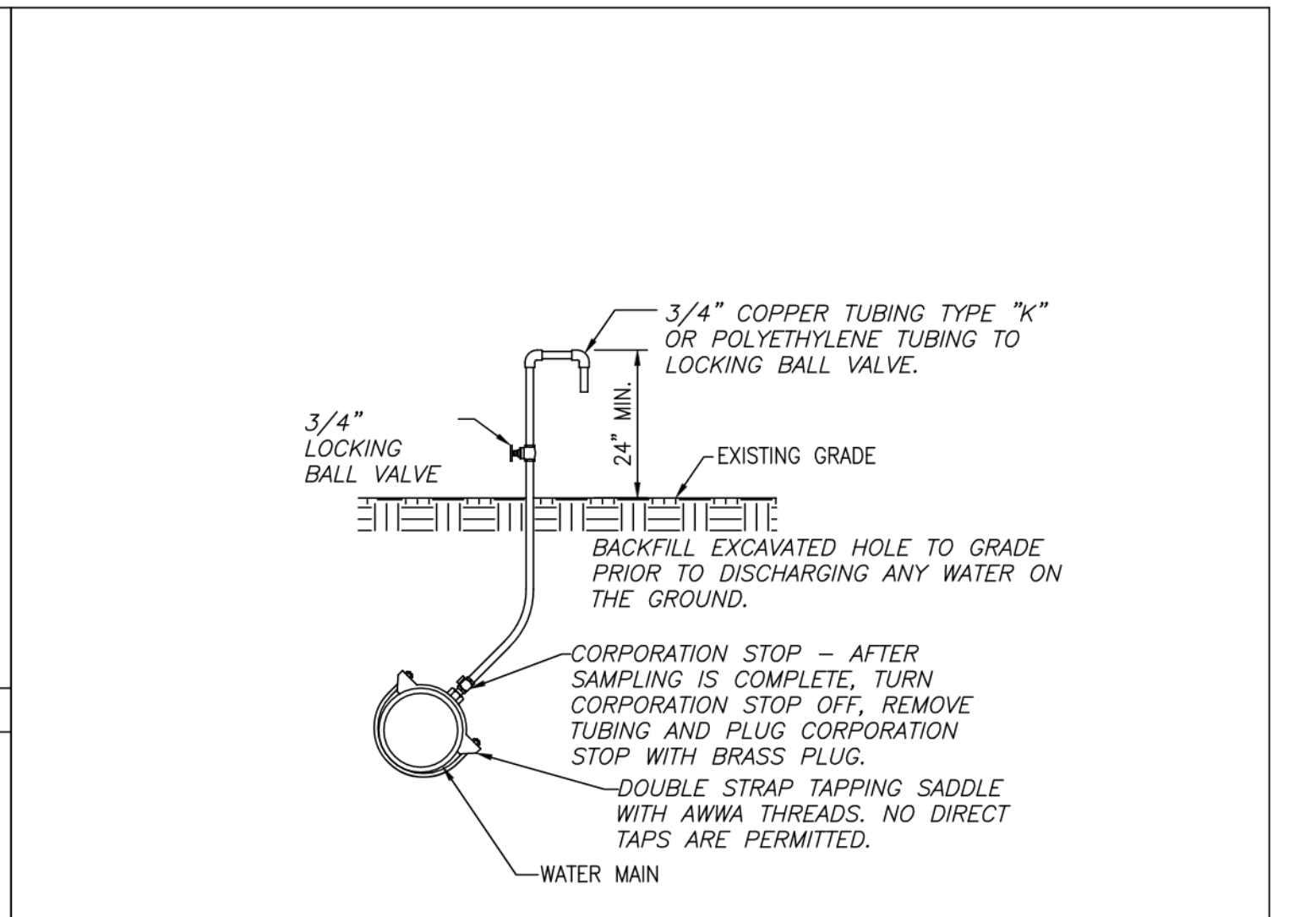
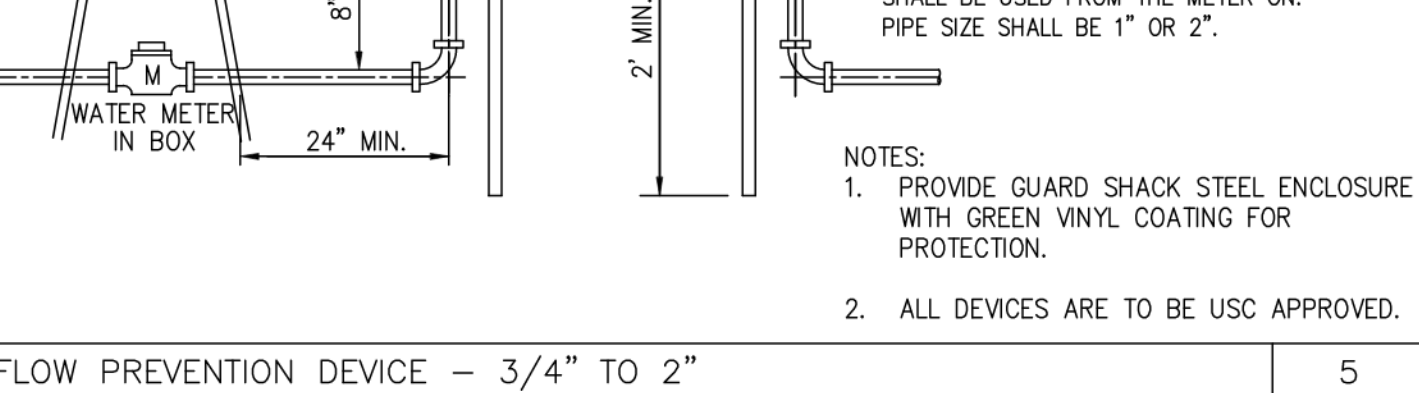
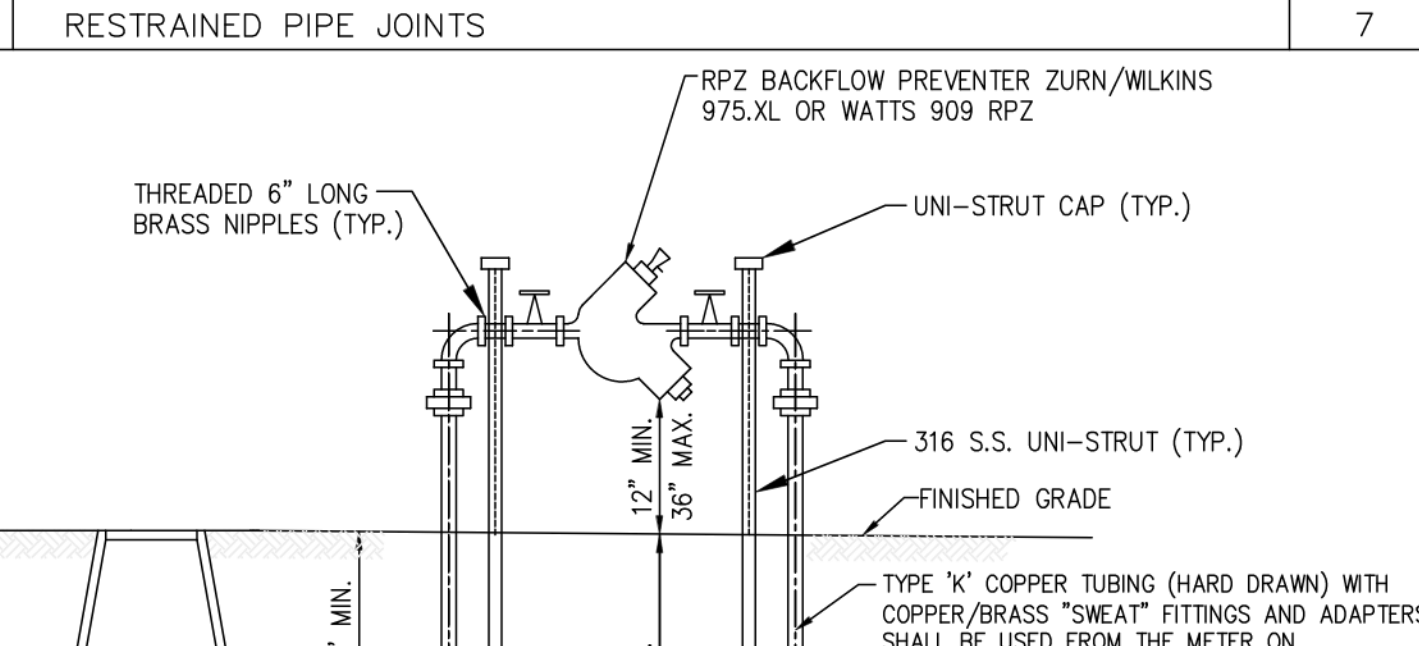
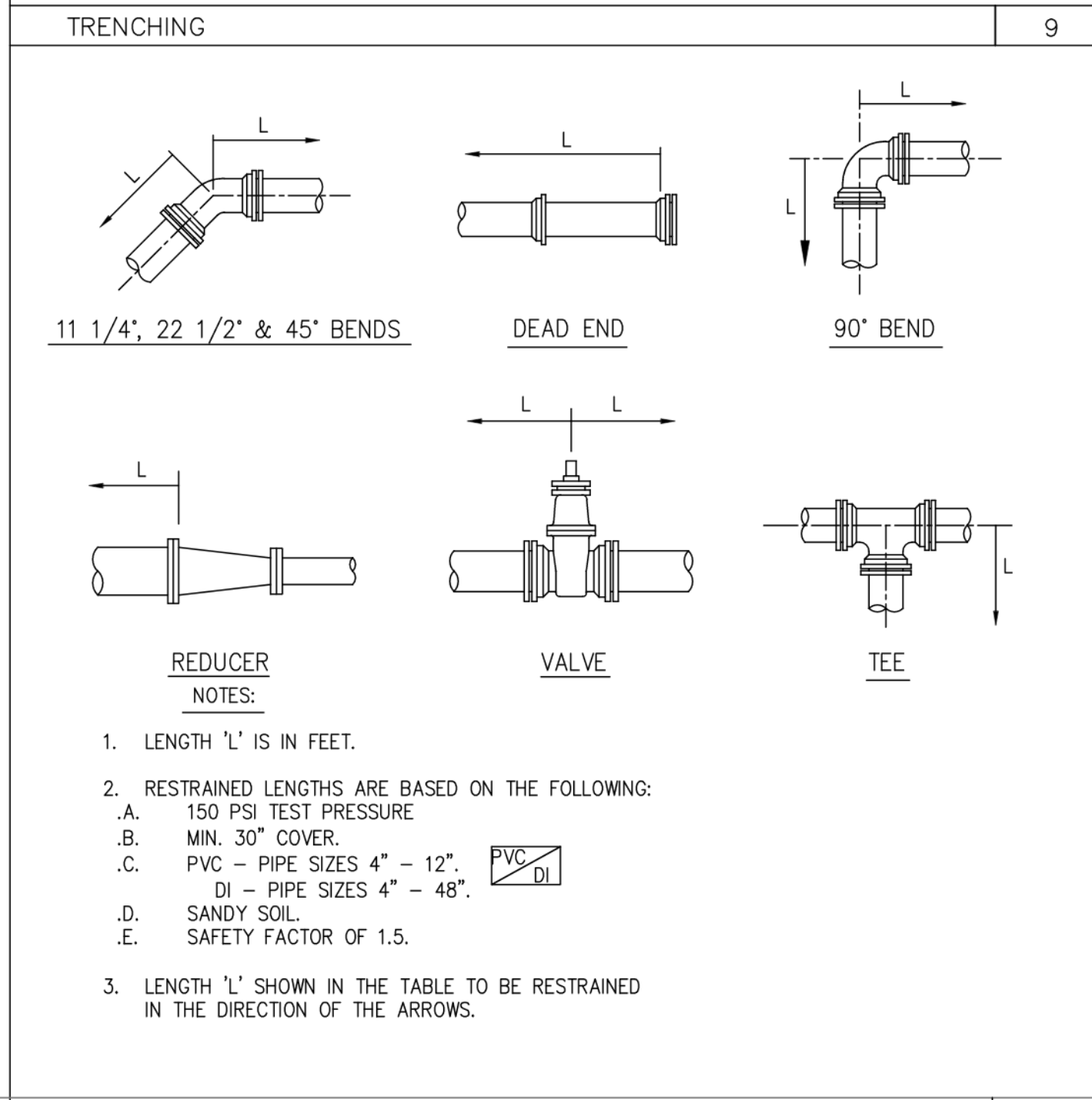
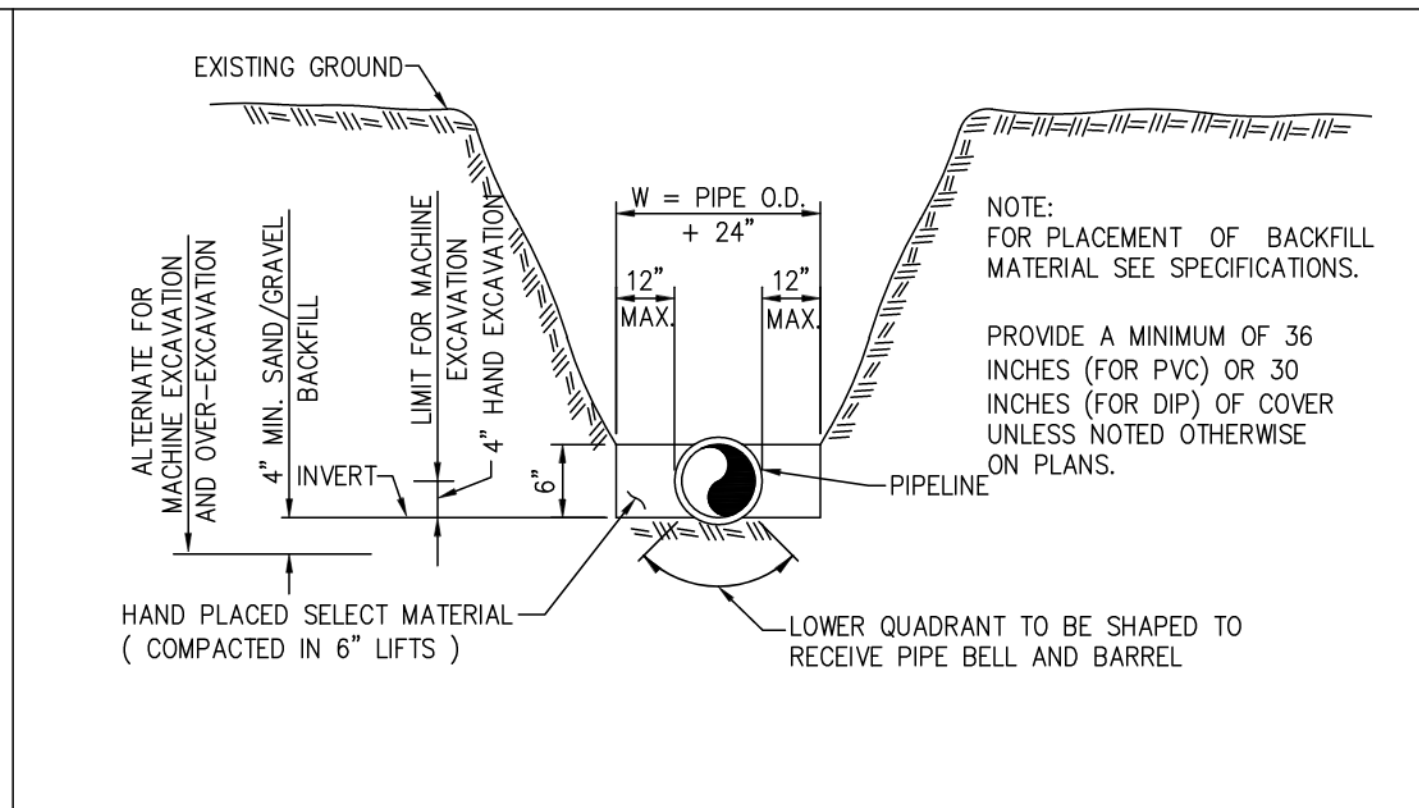
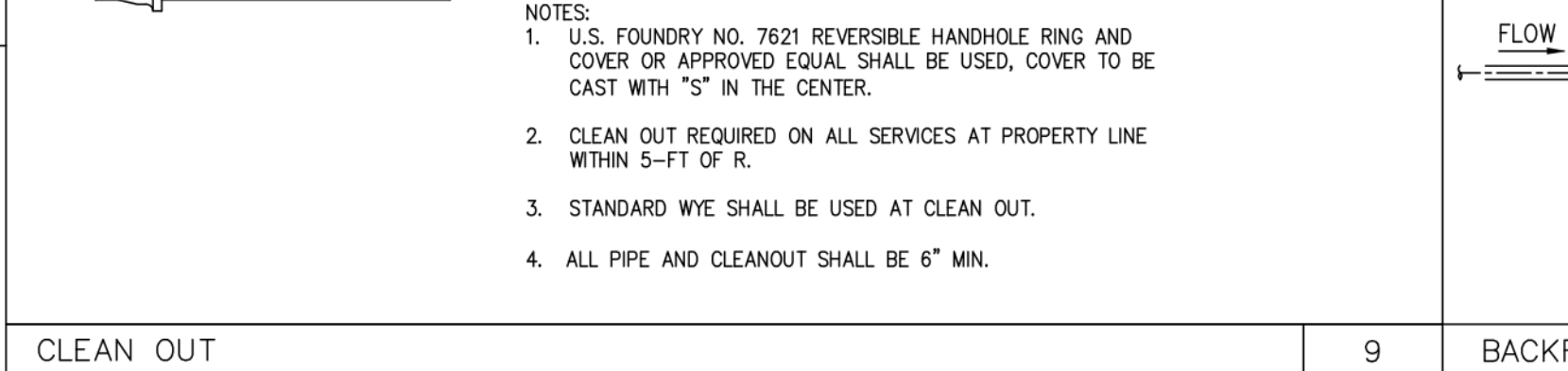
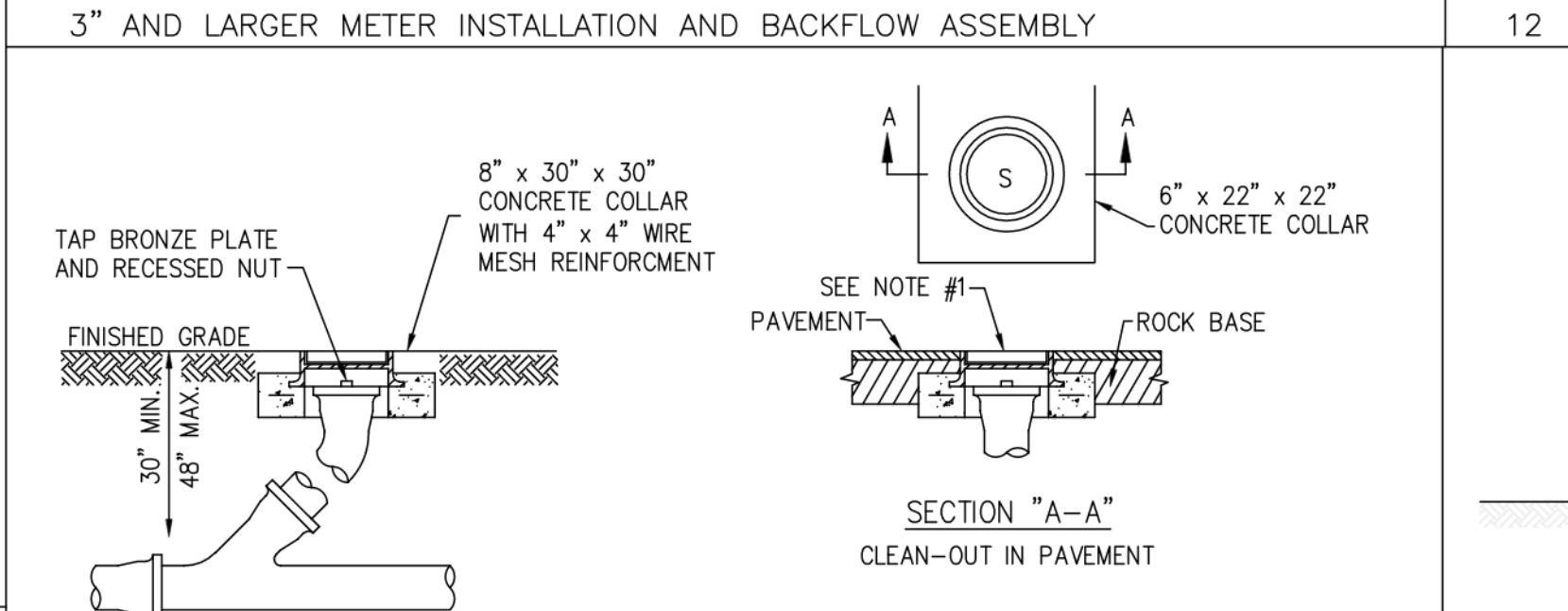
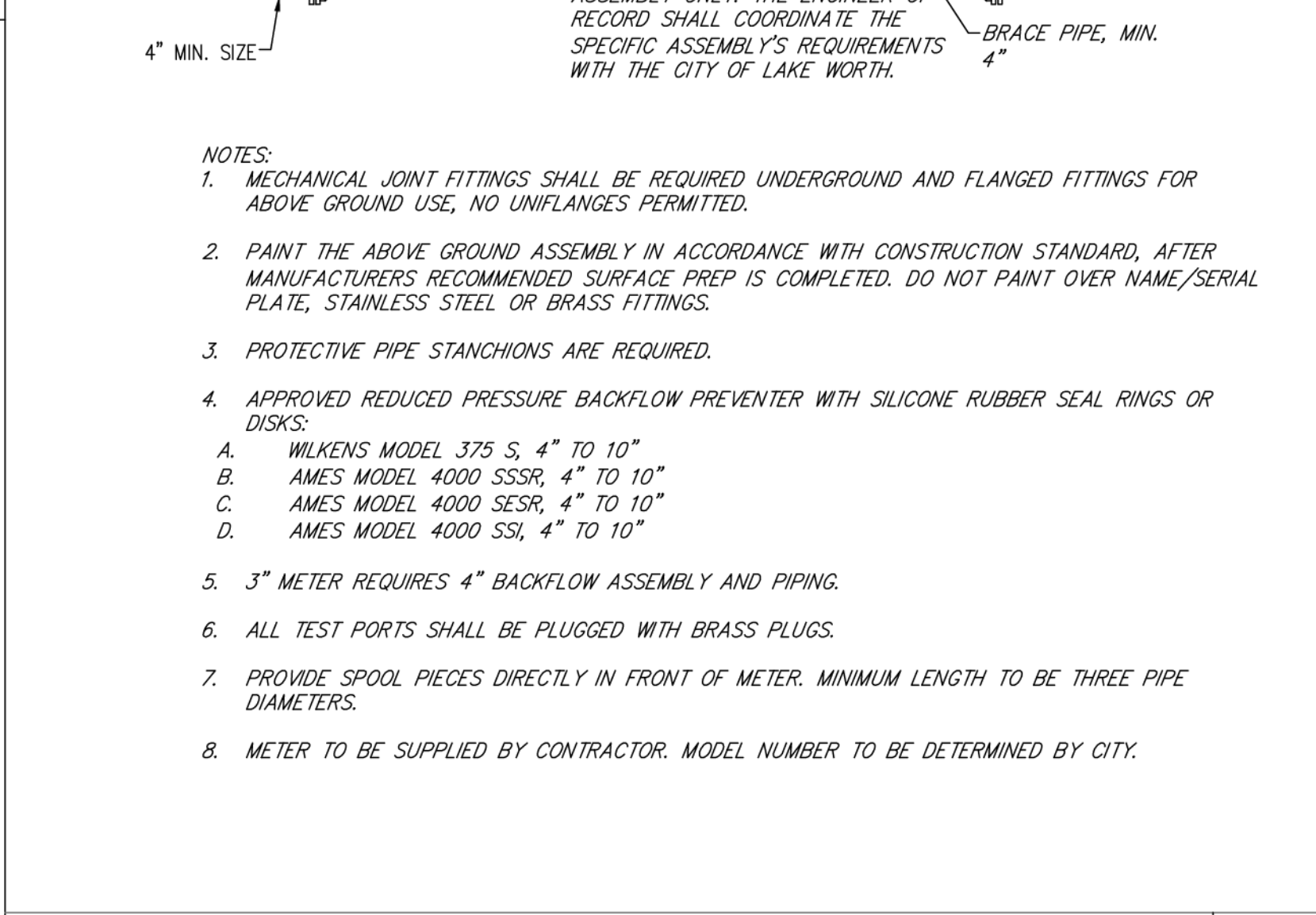
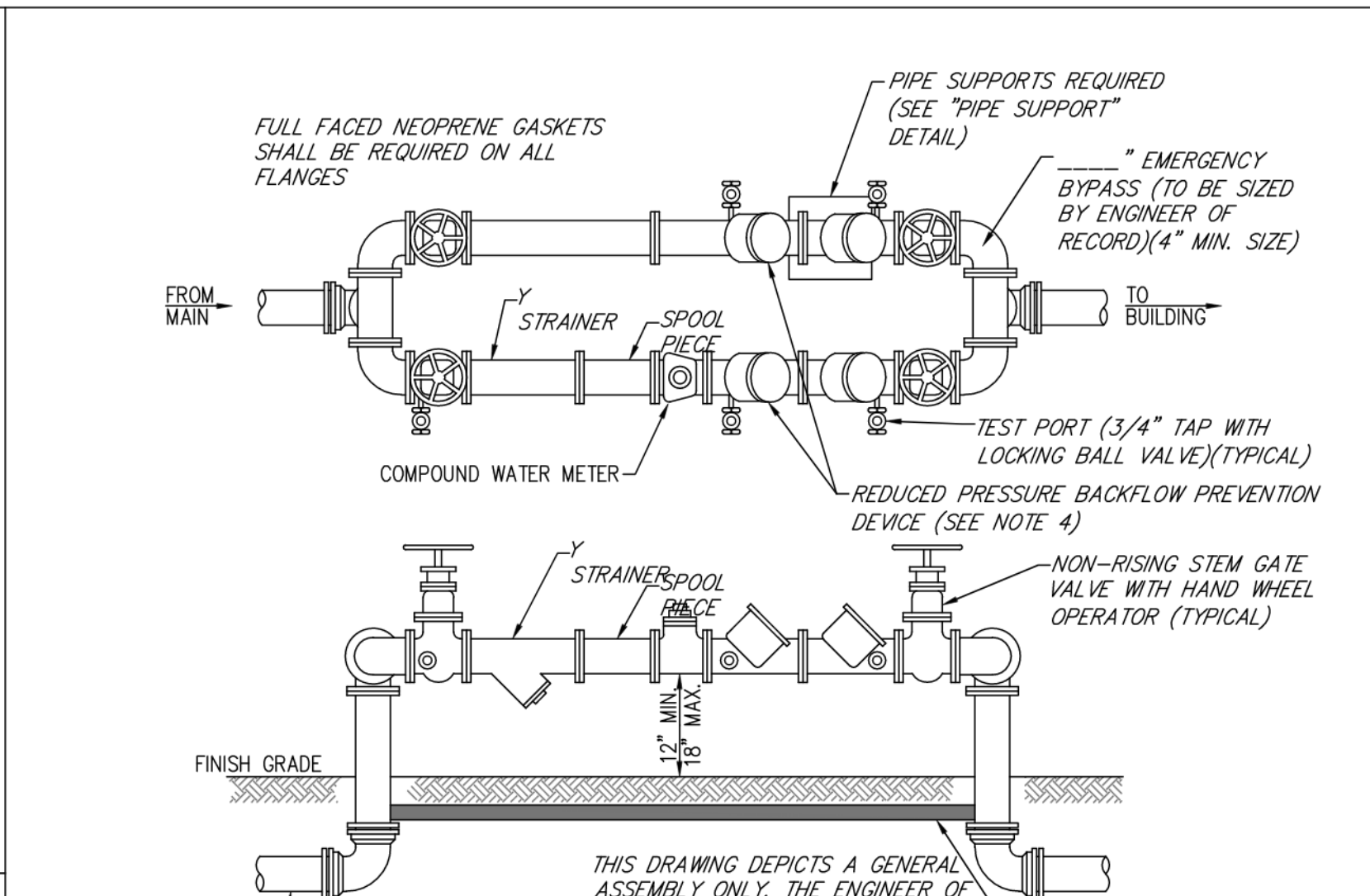
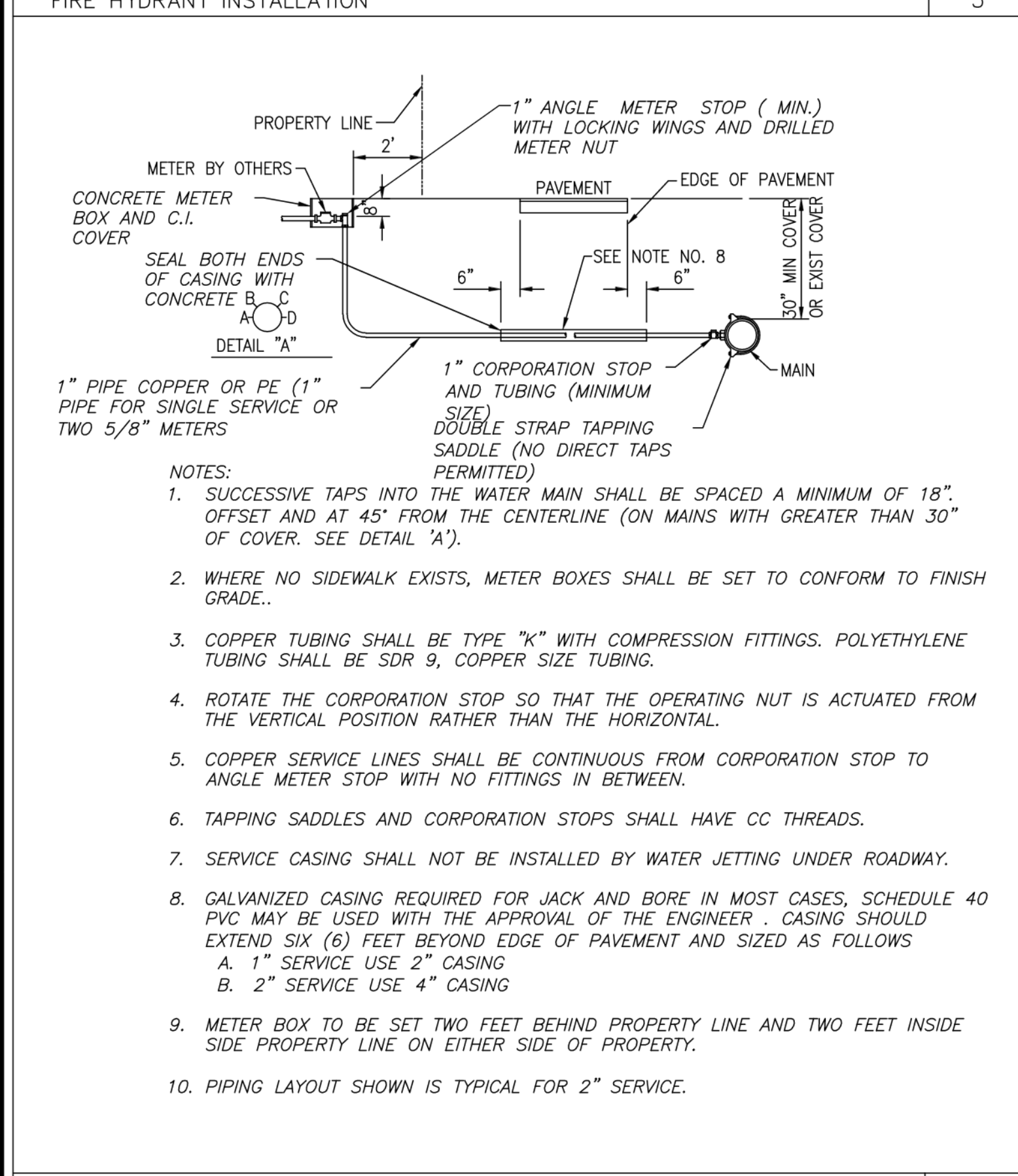
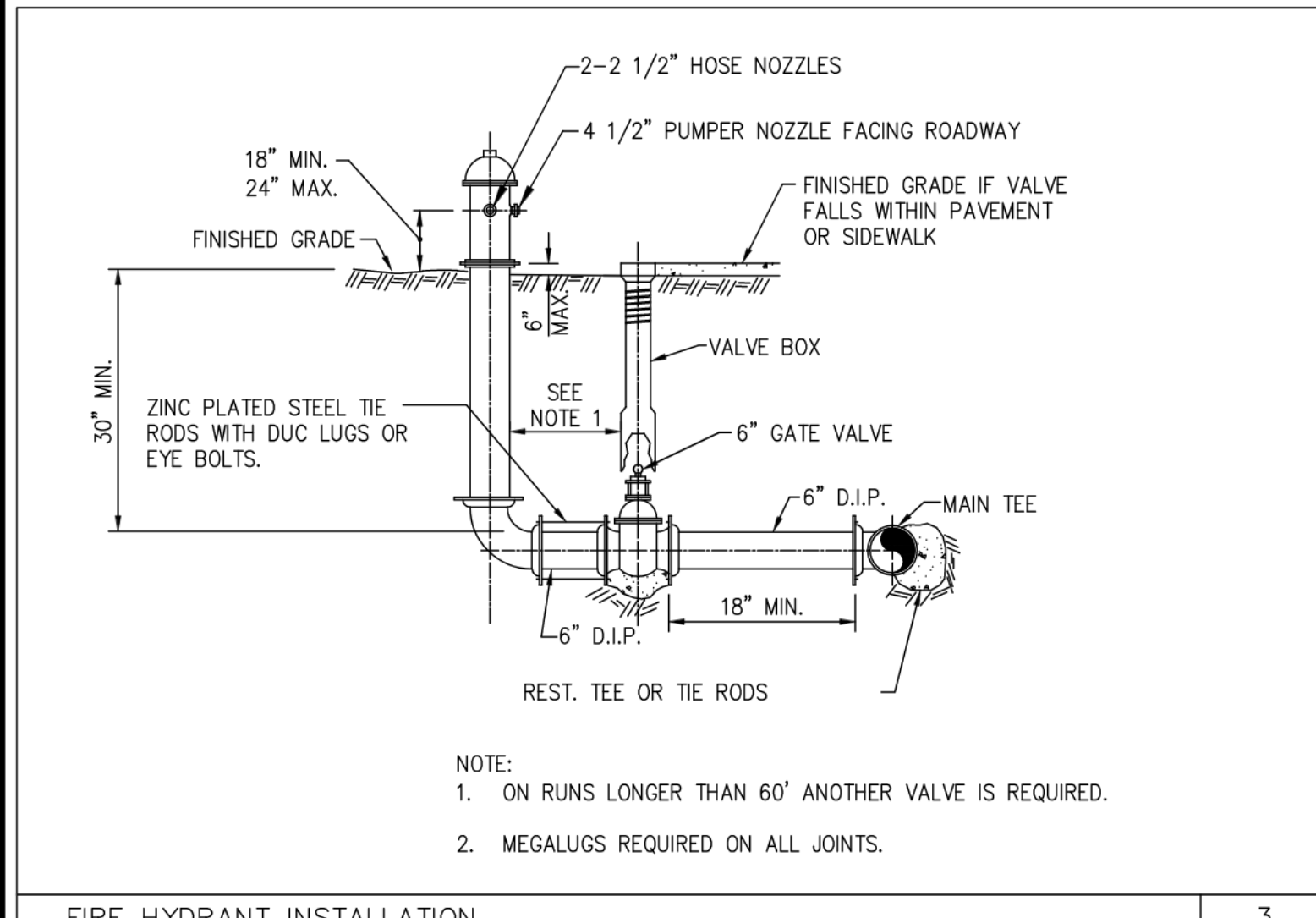
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CHECKED: PFR	SHEET: C4.0
DATE: 12/07/2022	

J:\137767_Lake_Worth_S\7.0_Production\7.03_Design\01_Gen_Sheets\137767-ENG.dwg Modified: 12/16/2022 By: spence Plotted By: christopher_pence



Revision / Submission	No.	Date	Comment

LANDSCAPE LC #R000270

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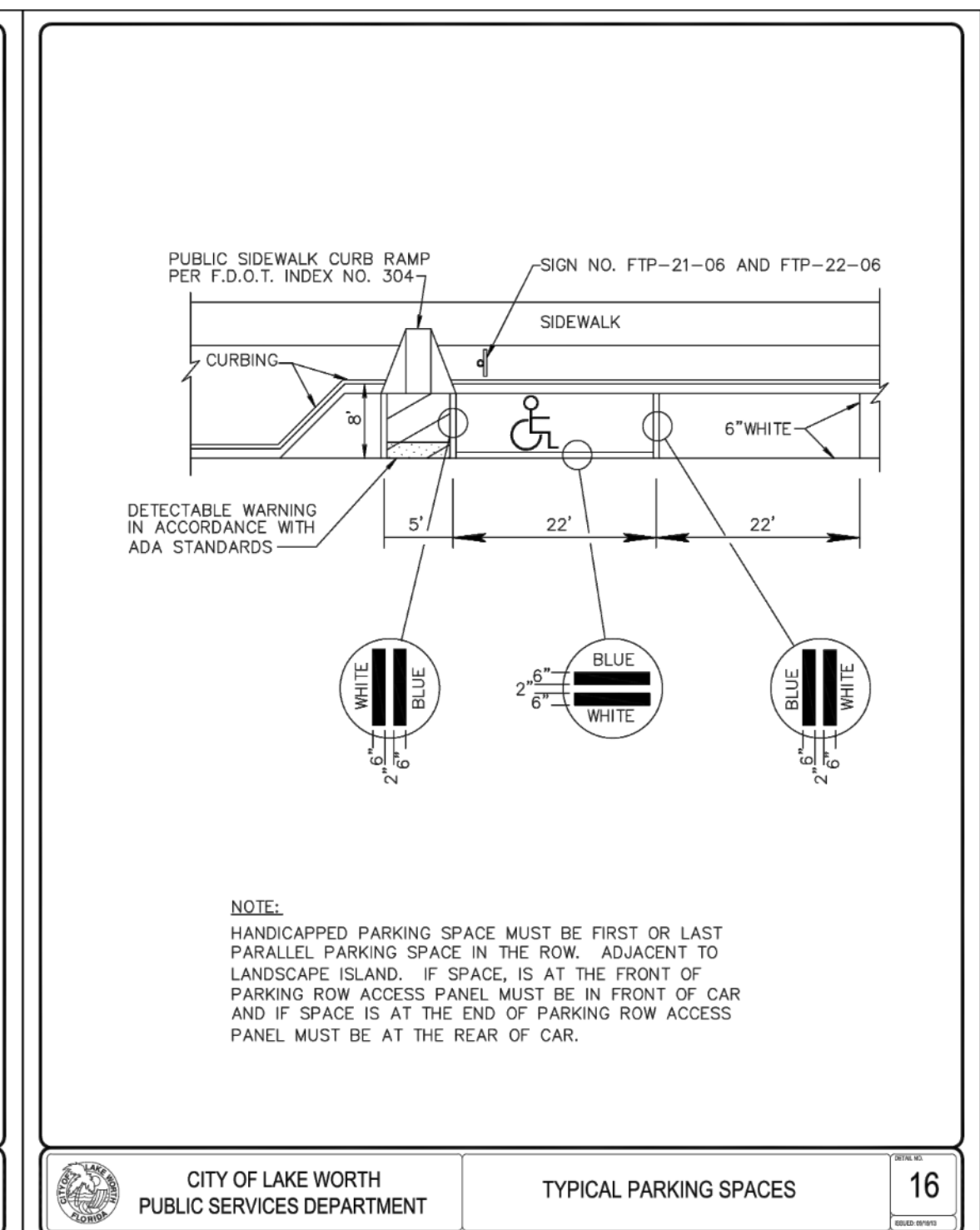
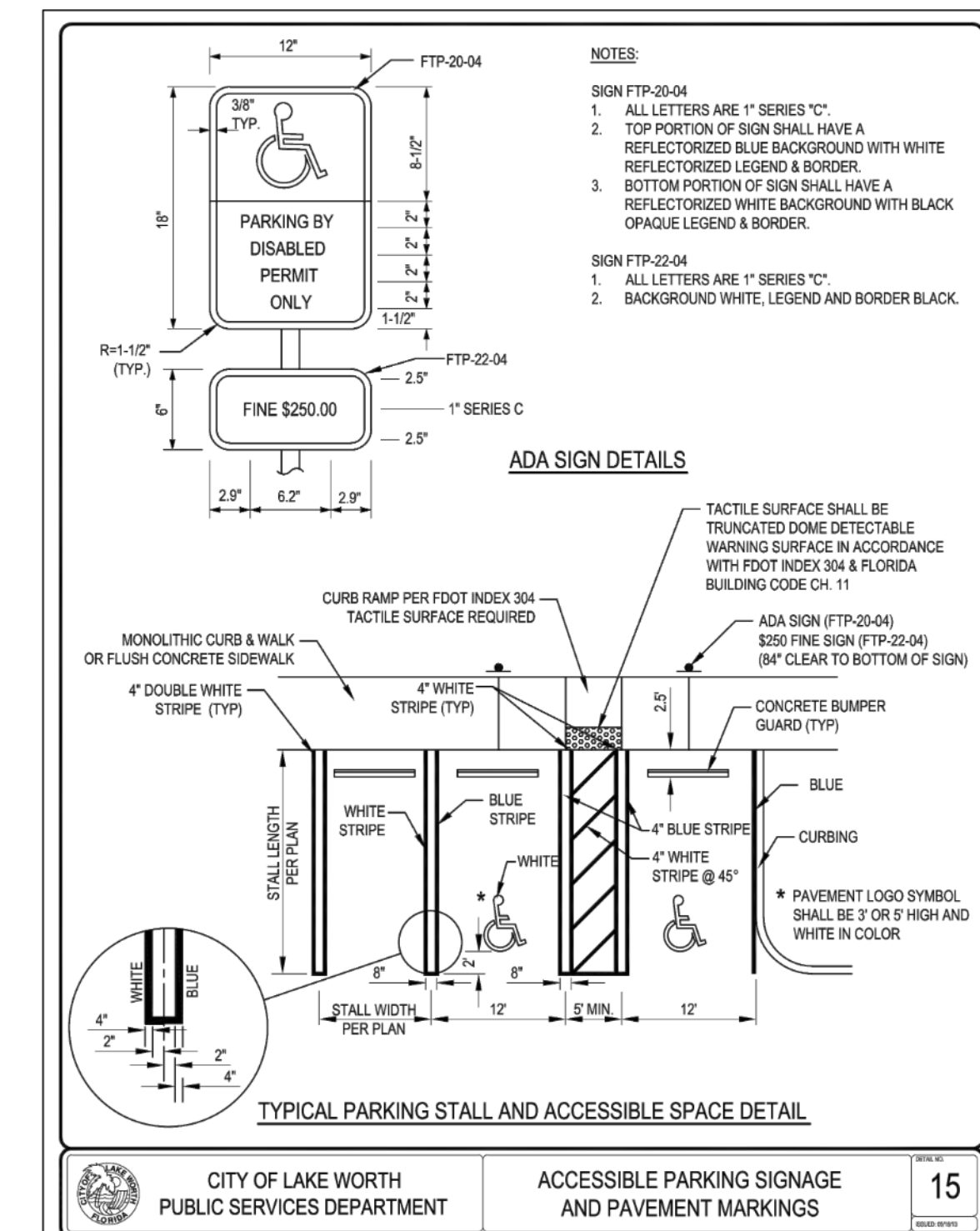
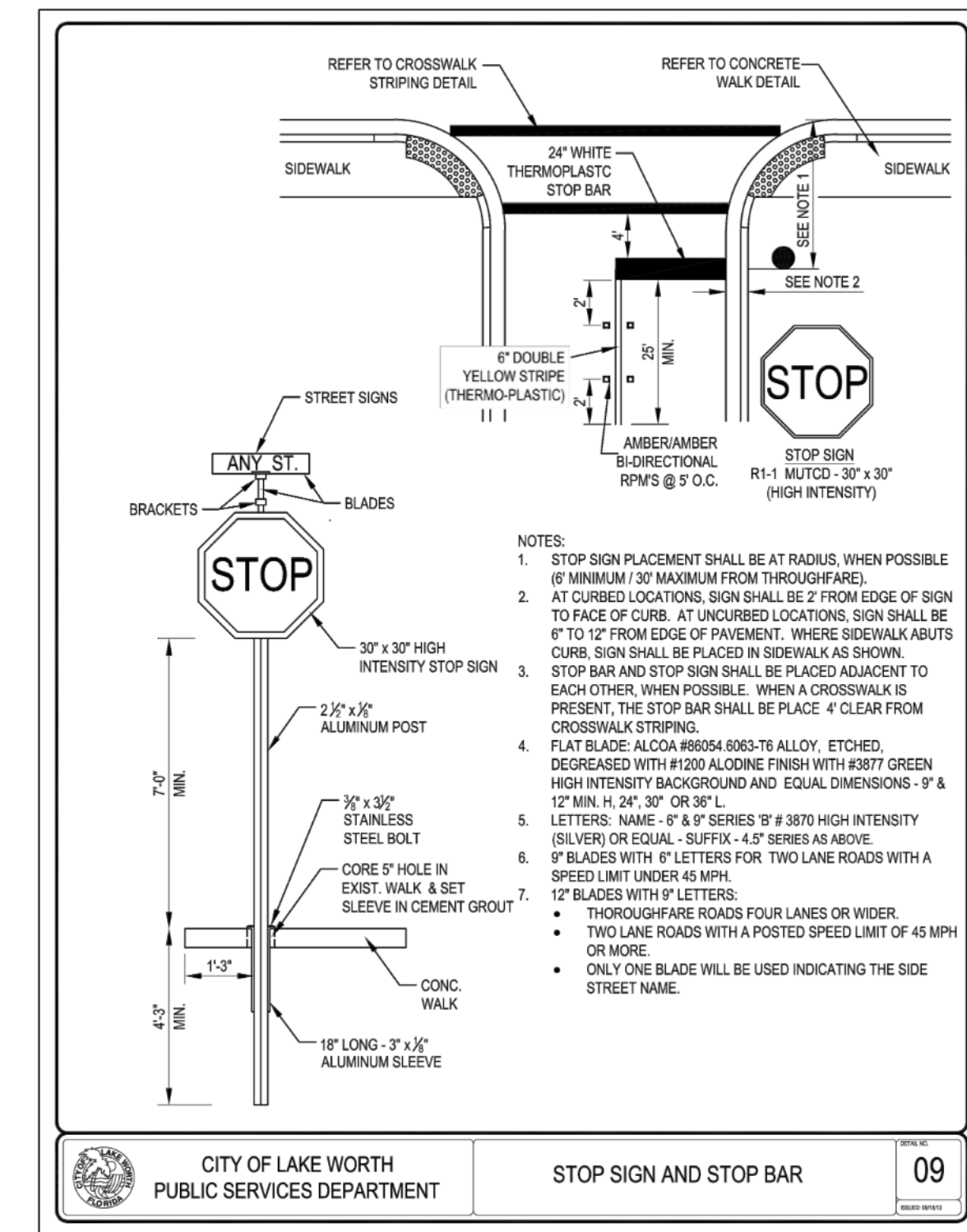
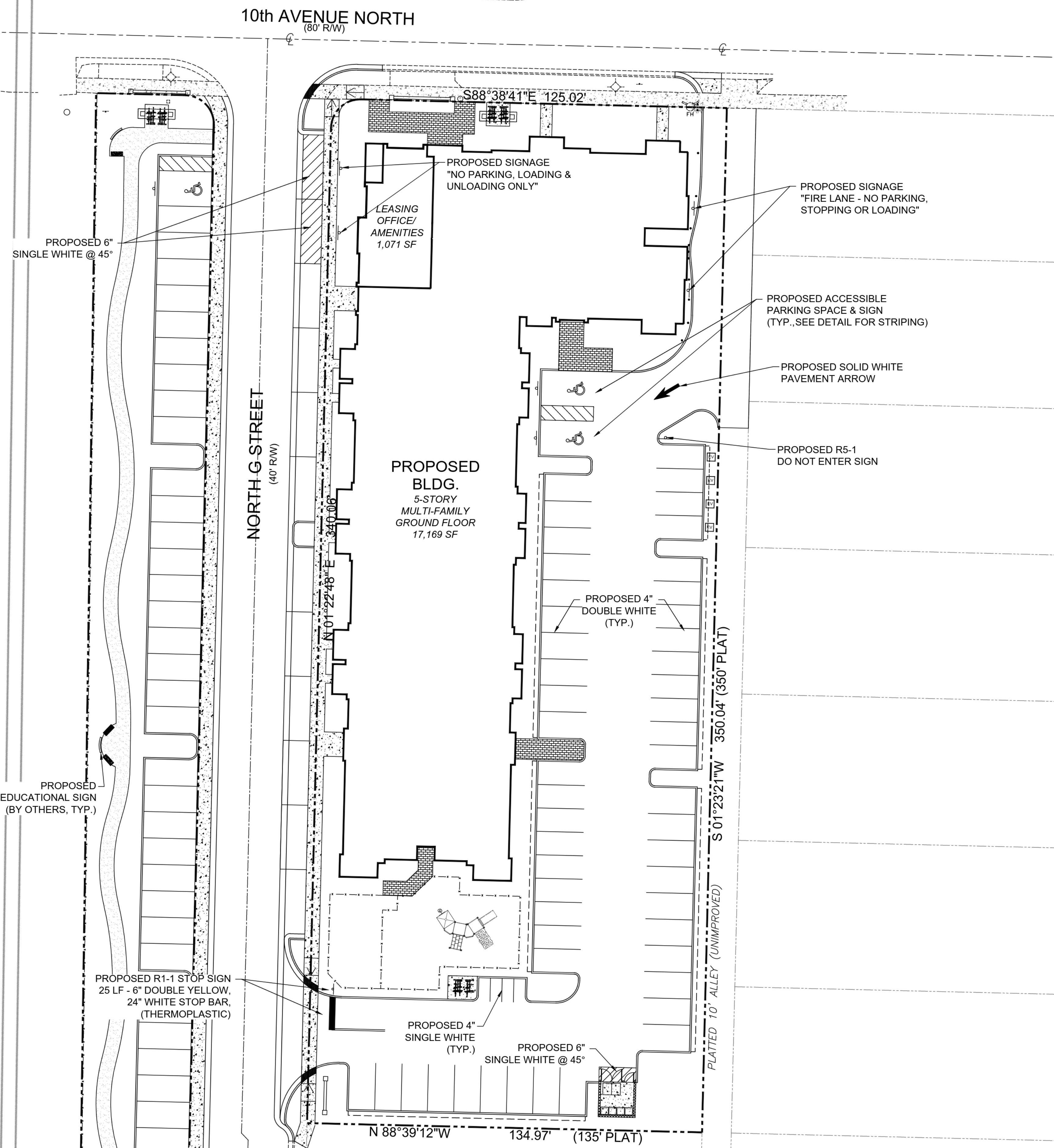
LAKE WORTH STATION
LAKE WORTH BEACH, FLORIDA

PRELIMINARY WATER AND SEWER DETAILS

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LAKE WORTH STATION LAKE WORTH BEACH, FLORIDA PAVEMENT MARKING AND SIGNAGE PLAN	
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(XREF) AERIAL PHOTO 1



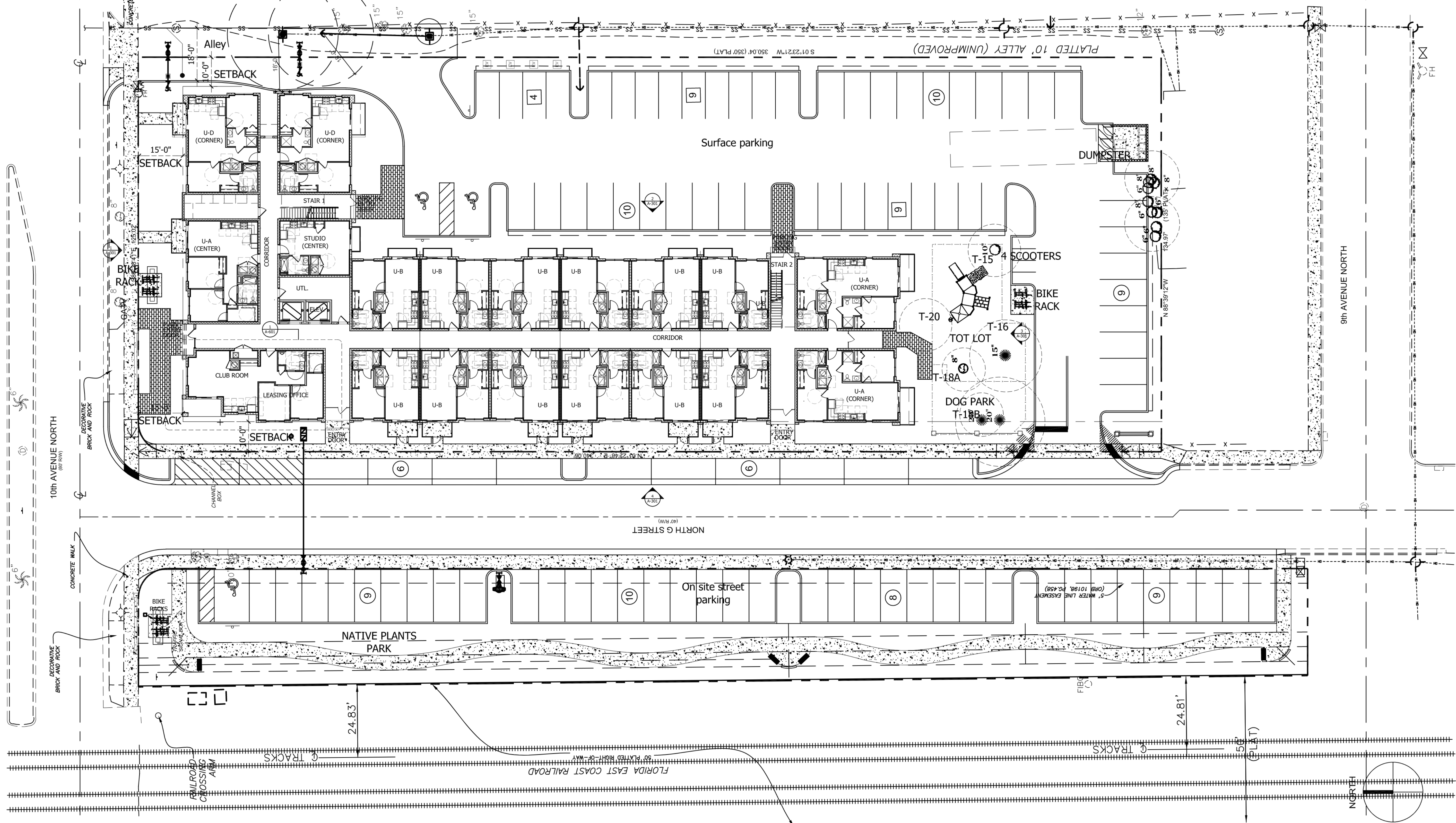
2 AERIAL PHOTO
(XREF) AERIAL PHOTO 2



3 AERIAL PHOTO
(XREF) AERIAL PHOTO 3



4 AERIAL PHOTO
(XREF) AERIAL PHOTO 4



5 MASTER PLAN / GROUND FLOOR
(XREF) LWS - SITE PLAN SCALE: NTS

NOTE:
THIS DRAWING IS FOR GENERAL BUILDING ORIENTATION ONLY. SEE CIVIL DRAWINGS FOR ANY AND ALL SITE WORK. THIS INCLUDES BUT IS NOT LIMITED TO ROAD AND WALKWAYS, DIMENSIONS, DISTANCES BETWEEN BUILDINGS, SANITARY, WATER, GAS AND ELECTRICAL.

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P.A.:	James M. Rivello
P.M.:	A. Garcia
DRAWN BY:	AG, LP
PROJECT NO.:	1943-02
DATE:	06/15/22
REVISION:	REVISED AS PER SERT #1
NO.	CITY COMMISSIONERS COMMENTS
1	
2	

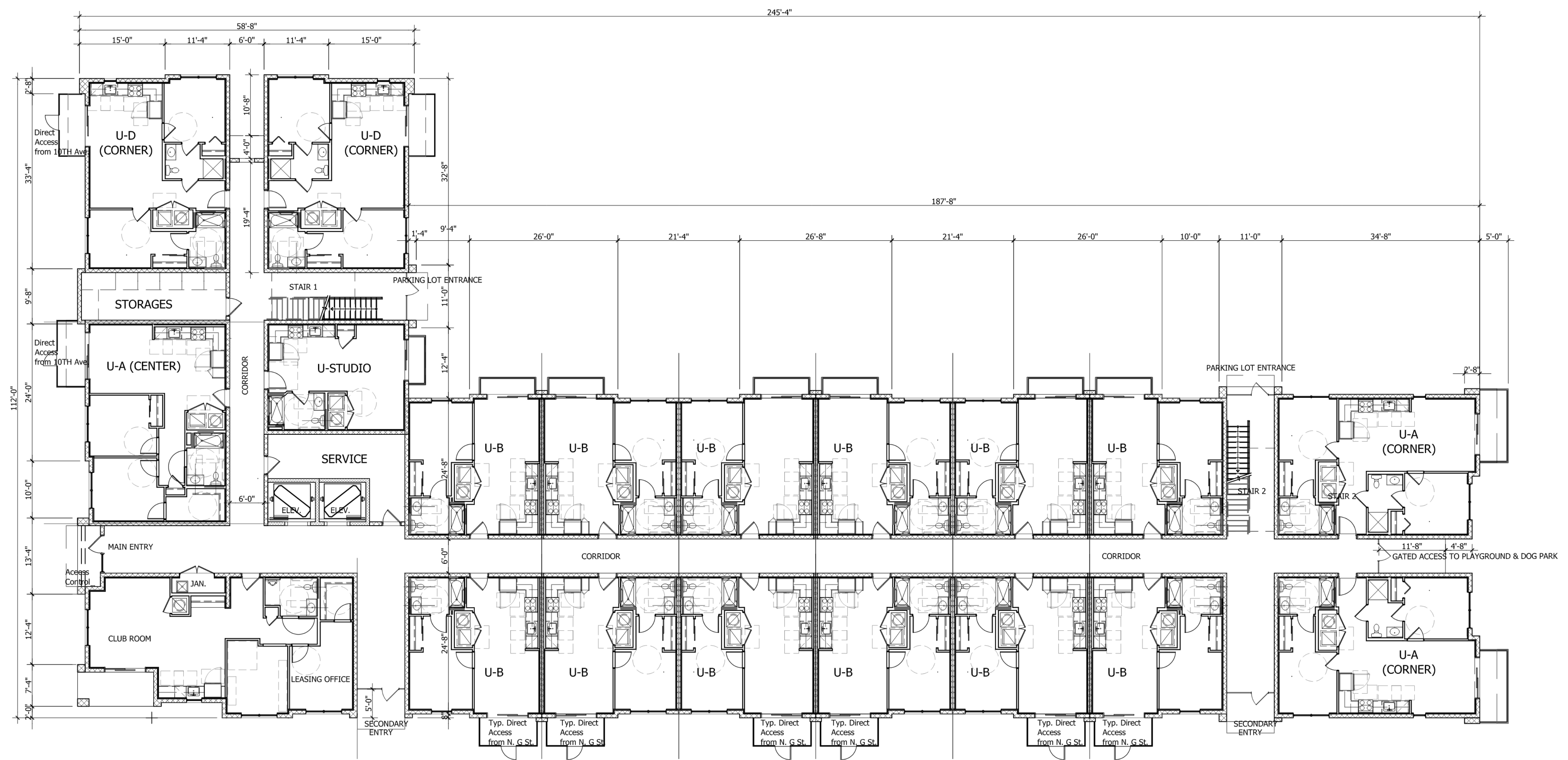
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MASTER PLAN - GR FLOOR
LAKE WORTH STATION
LAKE WORTH, FLORIDA
OAG INVESTMENT 5 LLC

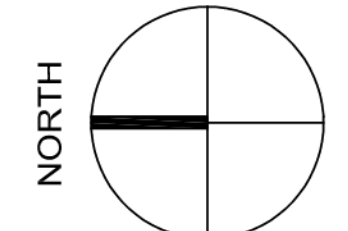
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MASTER PLAN - GR FLOOR

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1 FLOOR PLAN - GROUND LEVEL
LWS GROUND FLOOR SCALE: 3/32"=1'-0"



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P.M.: A. Garcia
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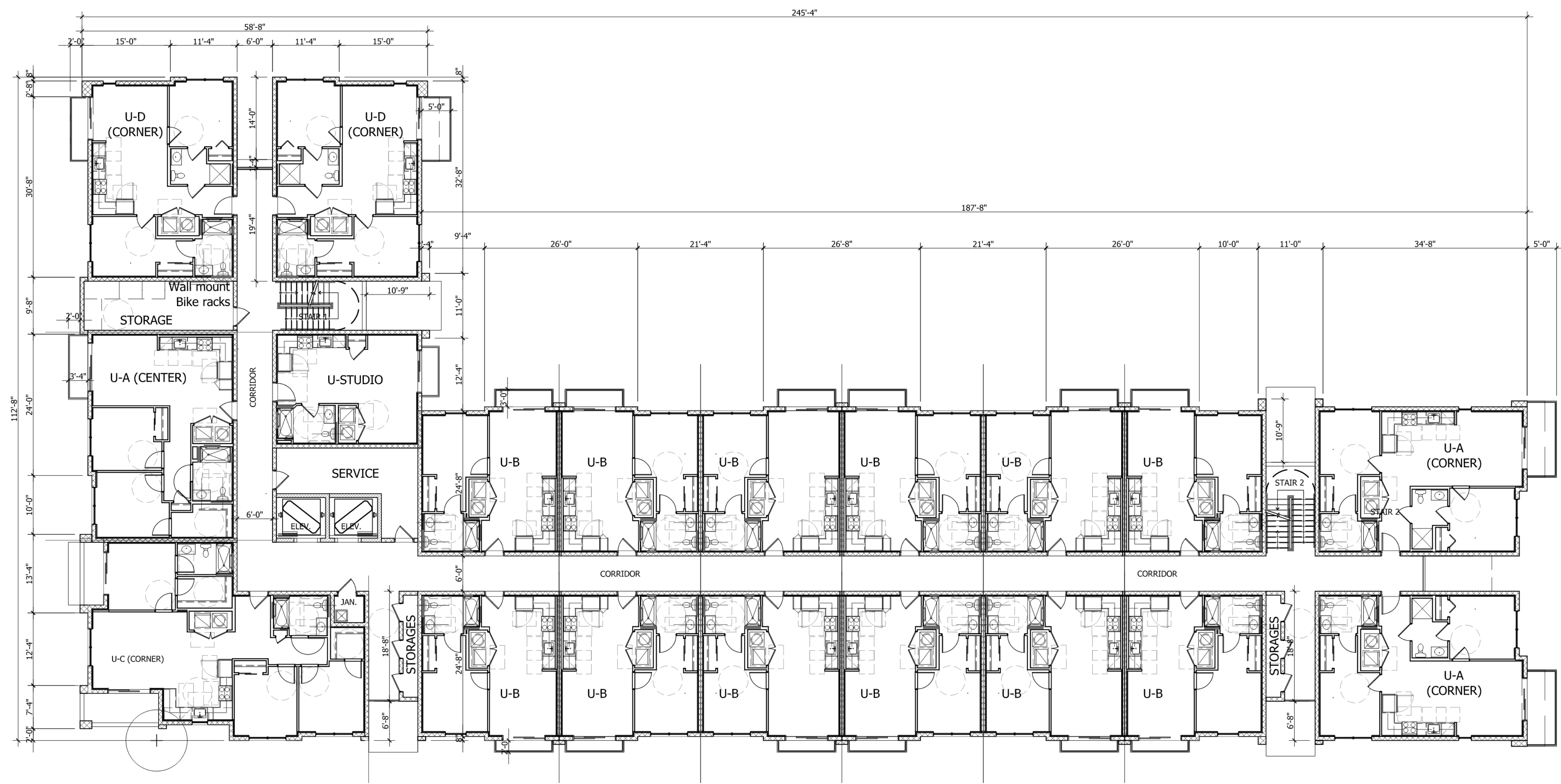
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FLOOR PLANS
LAKE WORTH STATION
LAKE WORTH, FLORIDA
OAG INVESTMENT 5 LLC

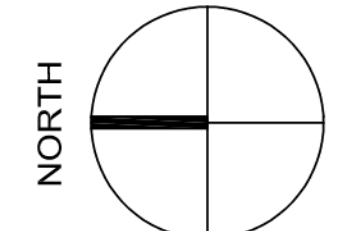
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1 TYPICAL FLOOR PLAN - 2ND TO FOURTH LEVEL
LWS SECOND TO FOURTH FLOOR SCALE: 3/32"=1'-0"



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FLOOR PLANS
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FLOOR PLANS

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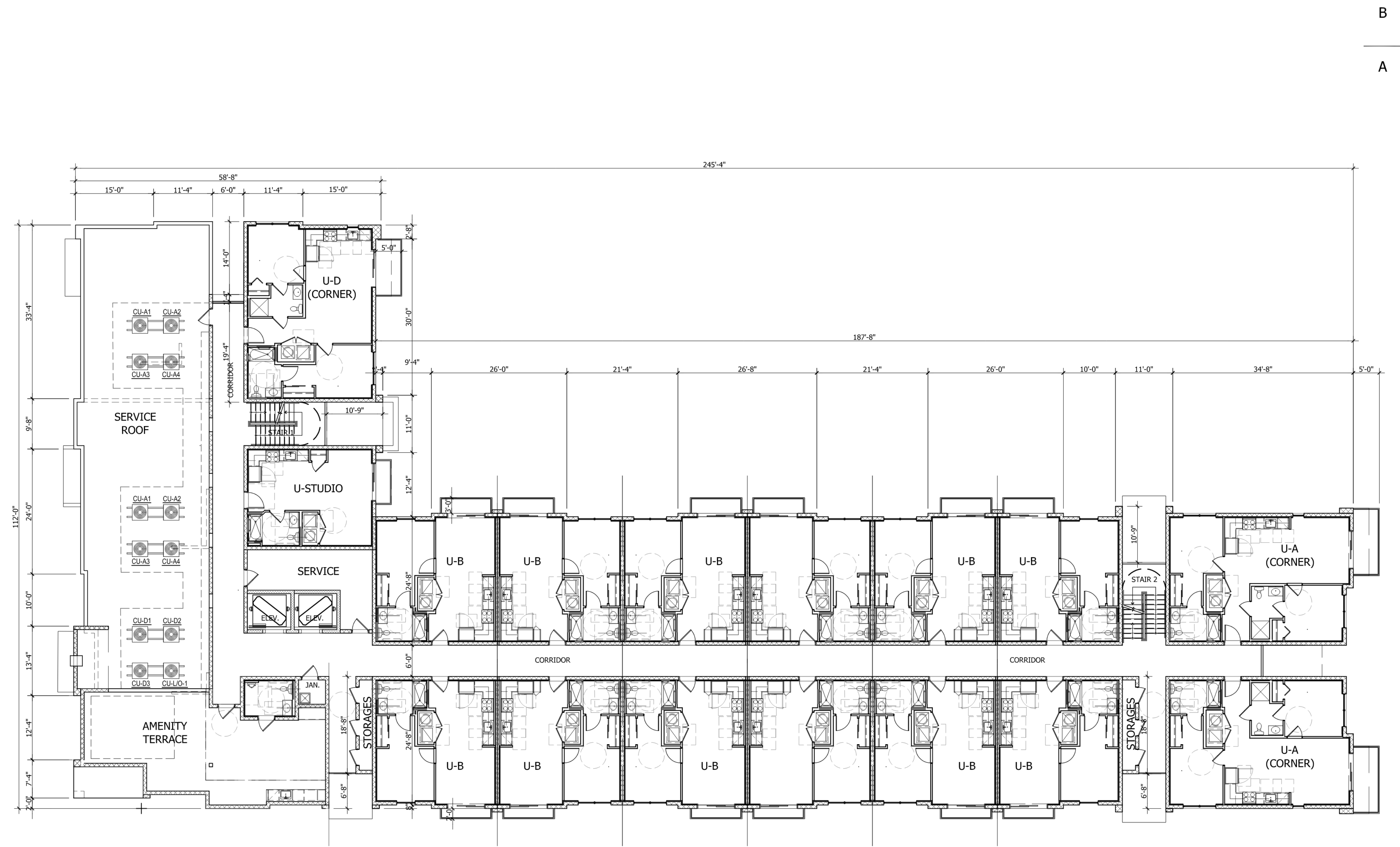
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LAKE WORTH STATION
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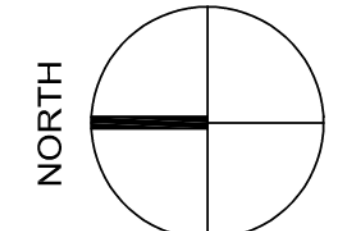
FLOOR PLANS

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1 TYPICAL FLOOR PLAN - FIFTH LEVEL
 LWS SECOND TO FOURTH FLOOR SCALE: 3/32"=1'-0"

B
 A



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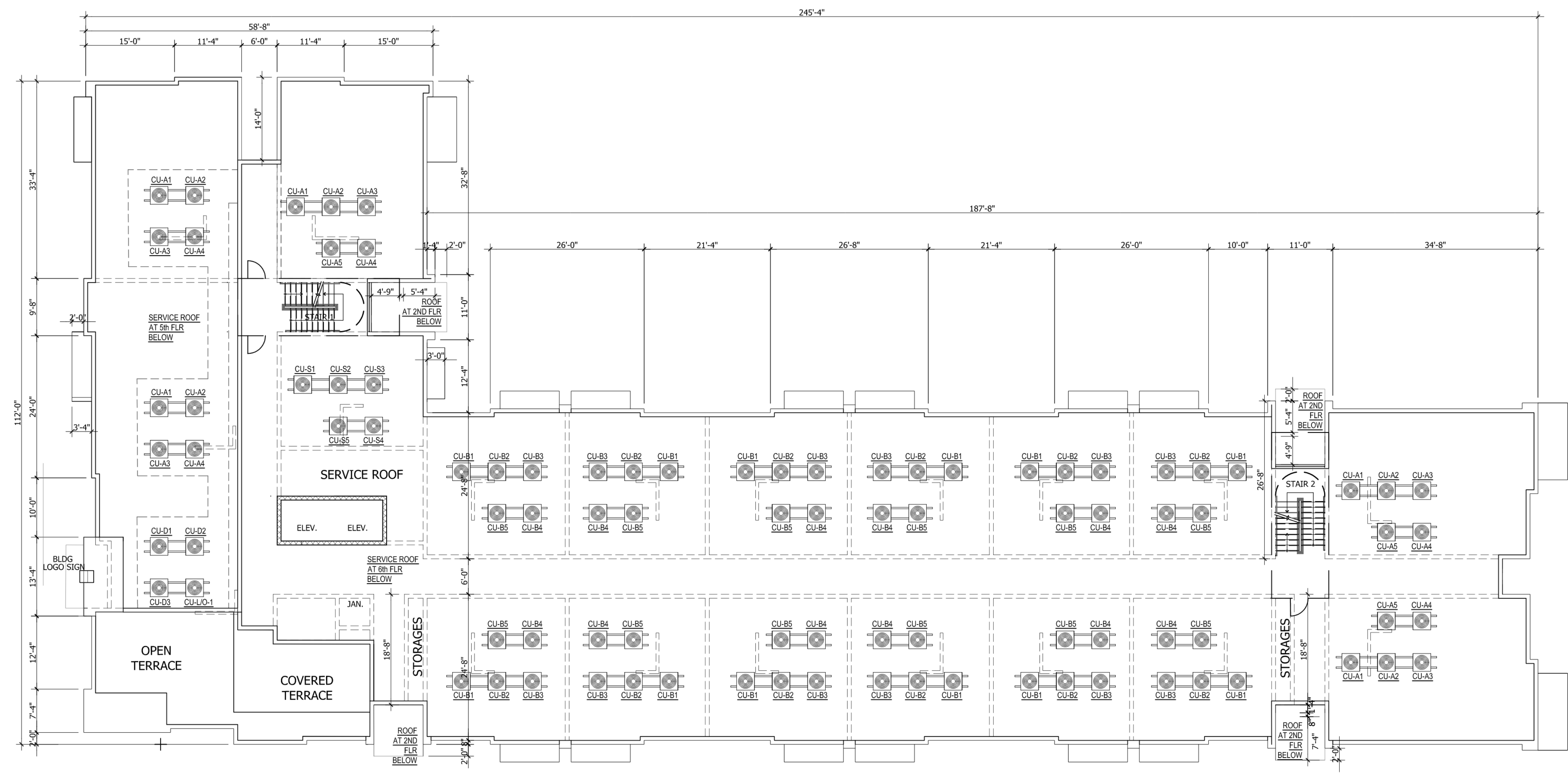
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FLOOR PLANS
LAKE WORTH STATION
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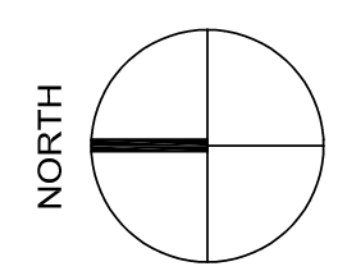
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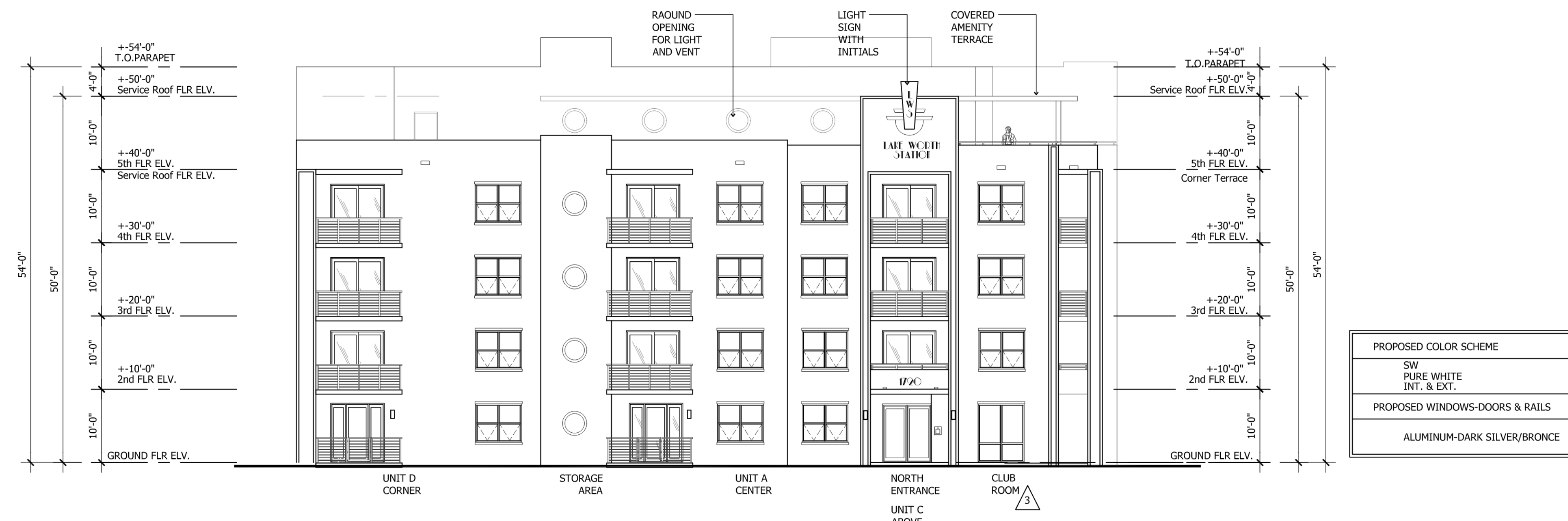
FLOOR PLANS

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1 TYPICAL SERVICE ROOF PLAN - SIXTH LEVEL
 LWS SERVICE ROOF SCALE: 3/32"=1'-0"





1 NORTH ELEVATION
 LWS ELEVATIONS SCALE: 3/32"=1'-0"



2 WEST ELEVATION
 LWS ELEVATIONS SCALE: 3/32"=1'-0"

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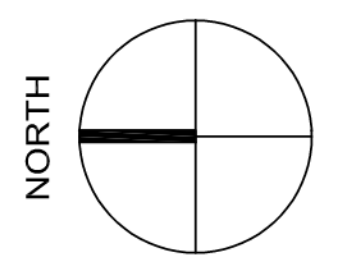
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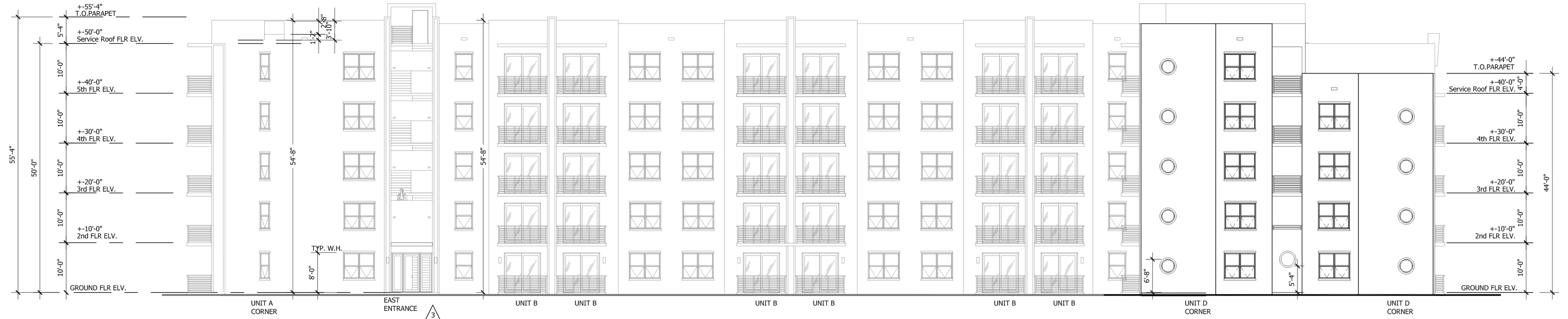
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UNIT PLANS
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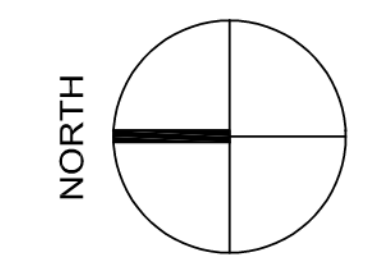




1 EAST ELEVATION
LWS ELEVATIONS SCALE: 3/32"=1'-0"



2 SOUTH ELEVATION
LWS ELEVATIONS SCALE: 3/32"=1'-0"



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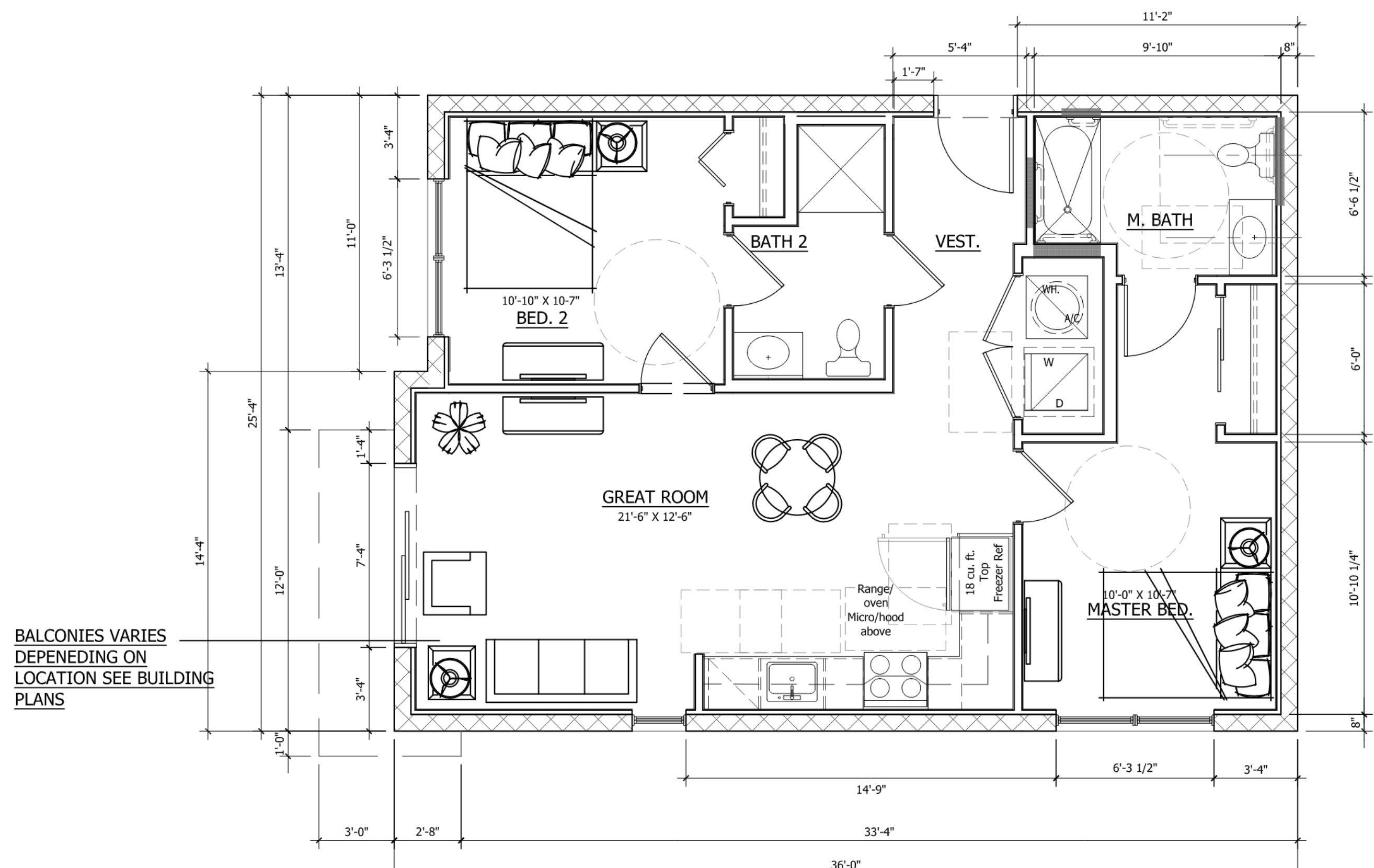
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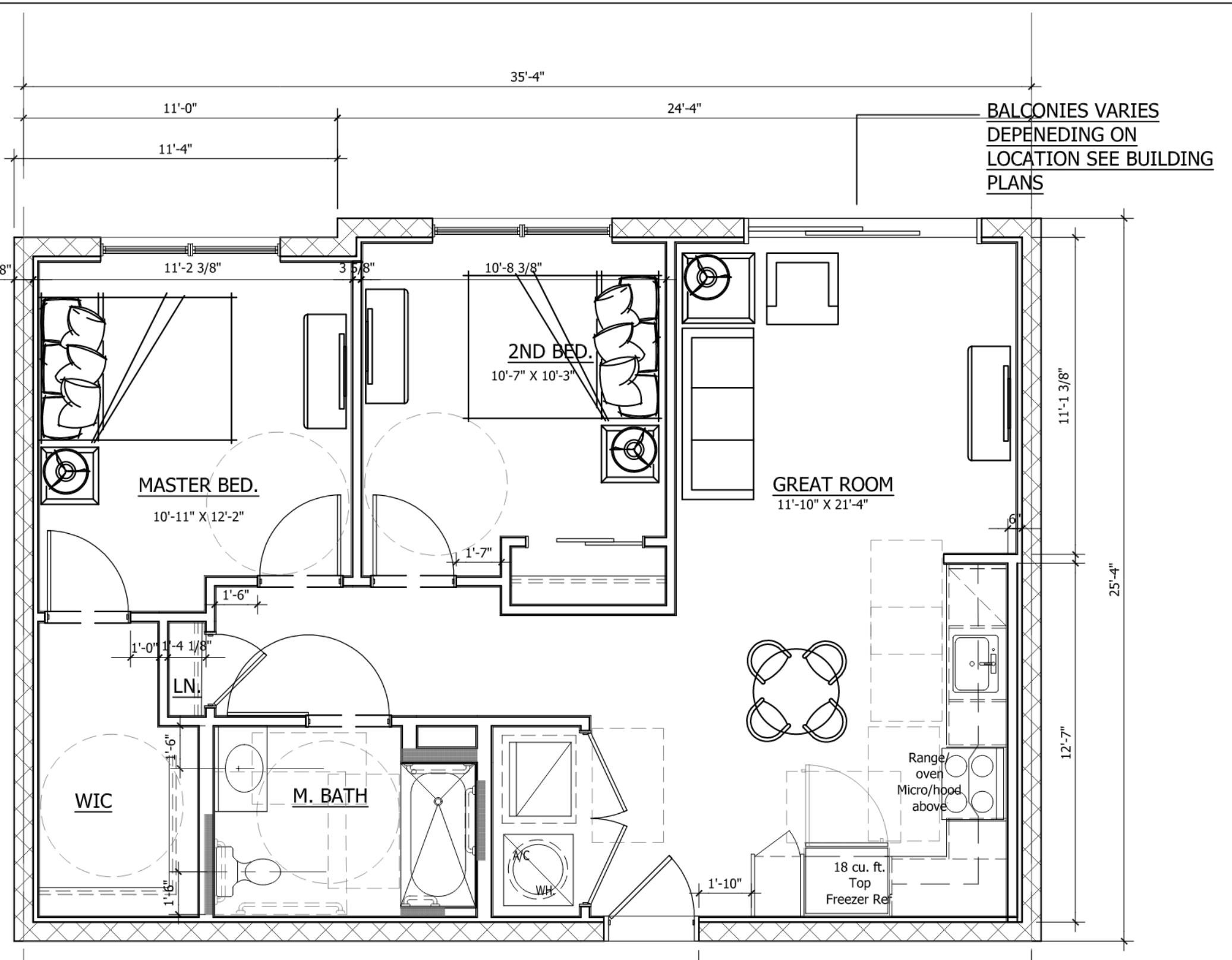
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UNIT PLANS

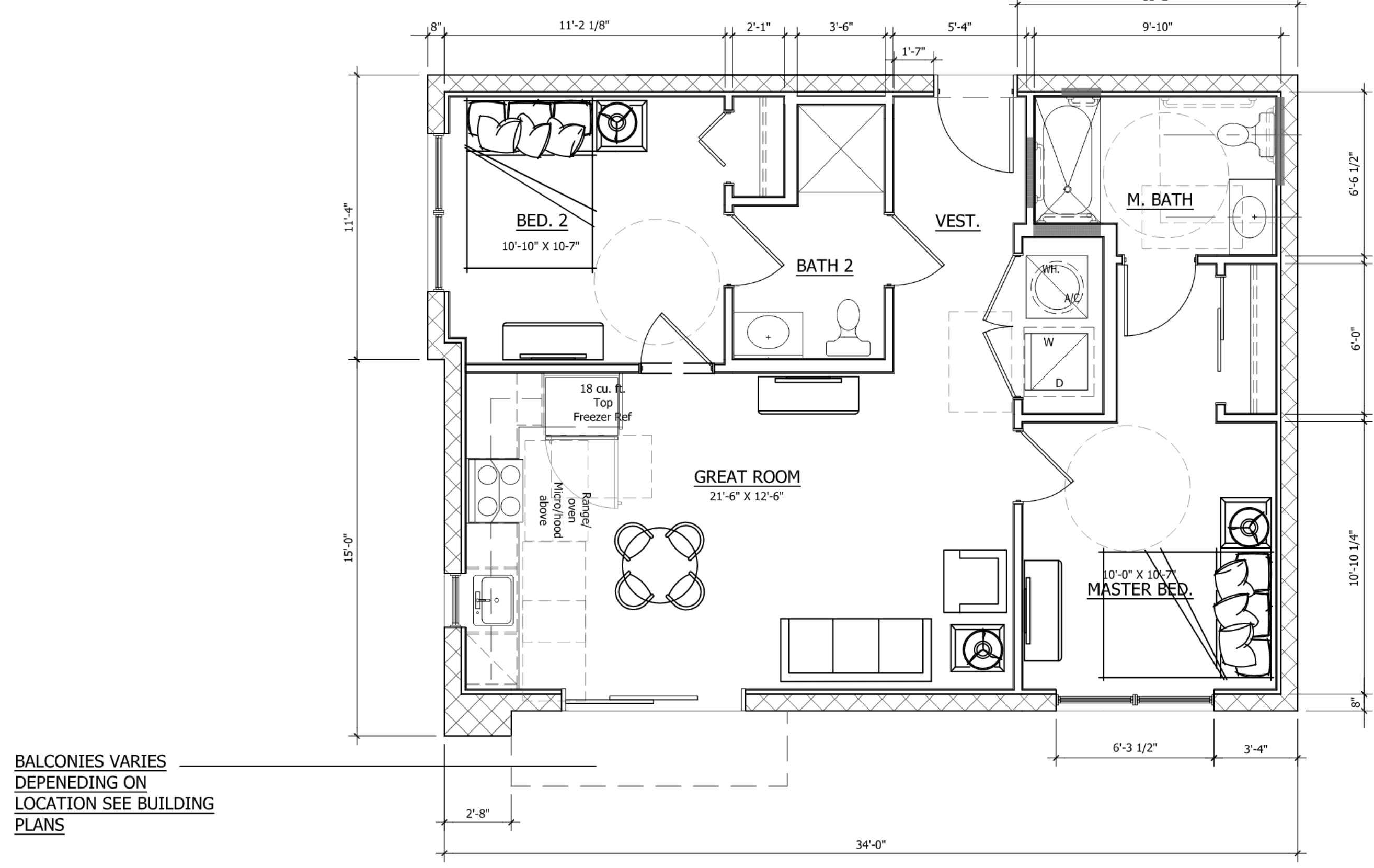
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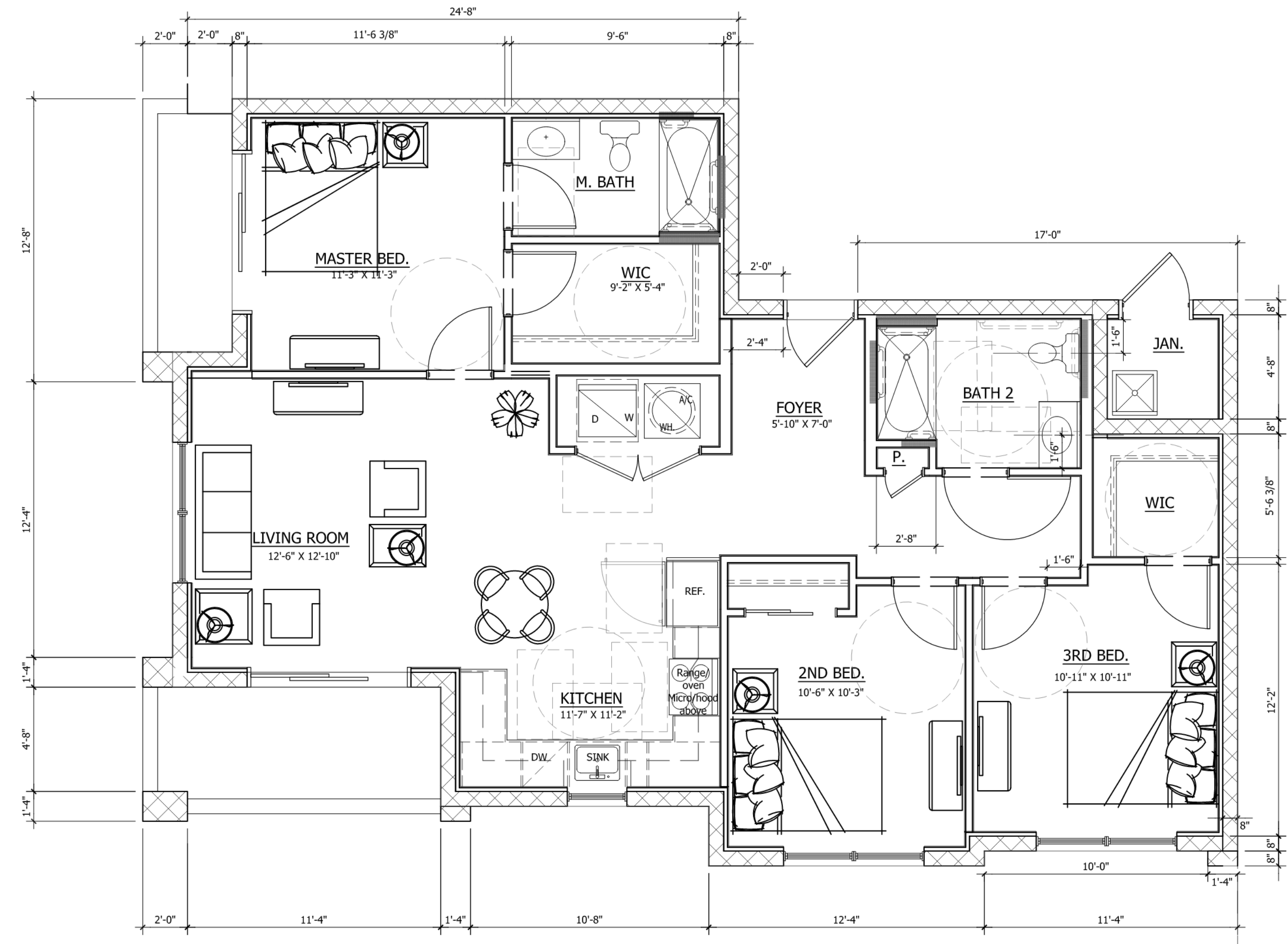
Unit A
2Bed/2b
897 SF
 ① UNIT PLAN - UNIT A 2BED/2BATH 897 a/c SQ FT
 U-A end-corner SCALE: 1/4"=1'-0"



TYPE A
2Bed/1b
888 SF
 ② UNIT PLAN - UNIT A 2BED/1BATH 888 a/c SQ FT
 U-A center SCALE: 1/4"=1'-0"



Unit D
2Bed/2b
872 SF
 ④ UNIT PLAN - UNIT D 2BED/2BATH 872 a/c SQ FT
 U-D end-corner-ALLEY SCALE: 1/4"=1'-0"



TYPE C
3Bed/2b
1,232 SF
 ③ UNIT PLAN - UNIT C 3BED/2BATH 1,232 a/c SQ FT
 U-C corner SCALE: 1/4"=1'-0"

BALCONIES VARIES DEPENDING ON LOCATION SEE BUILDING PLANS

BALCONIES VARIES DEPENDING ON LOCATION SEE BUILDING PLANS

BALCONIES VARIES DEPENDING ON LOCATION SEE BUILDING PLANS

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 PROJECT NO.: 1943-02

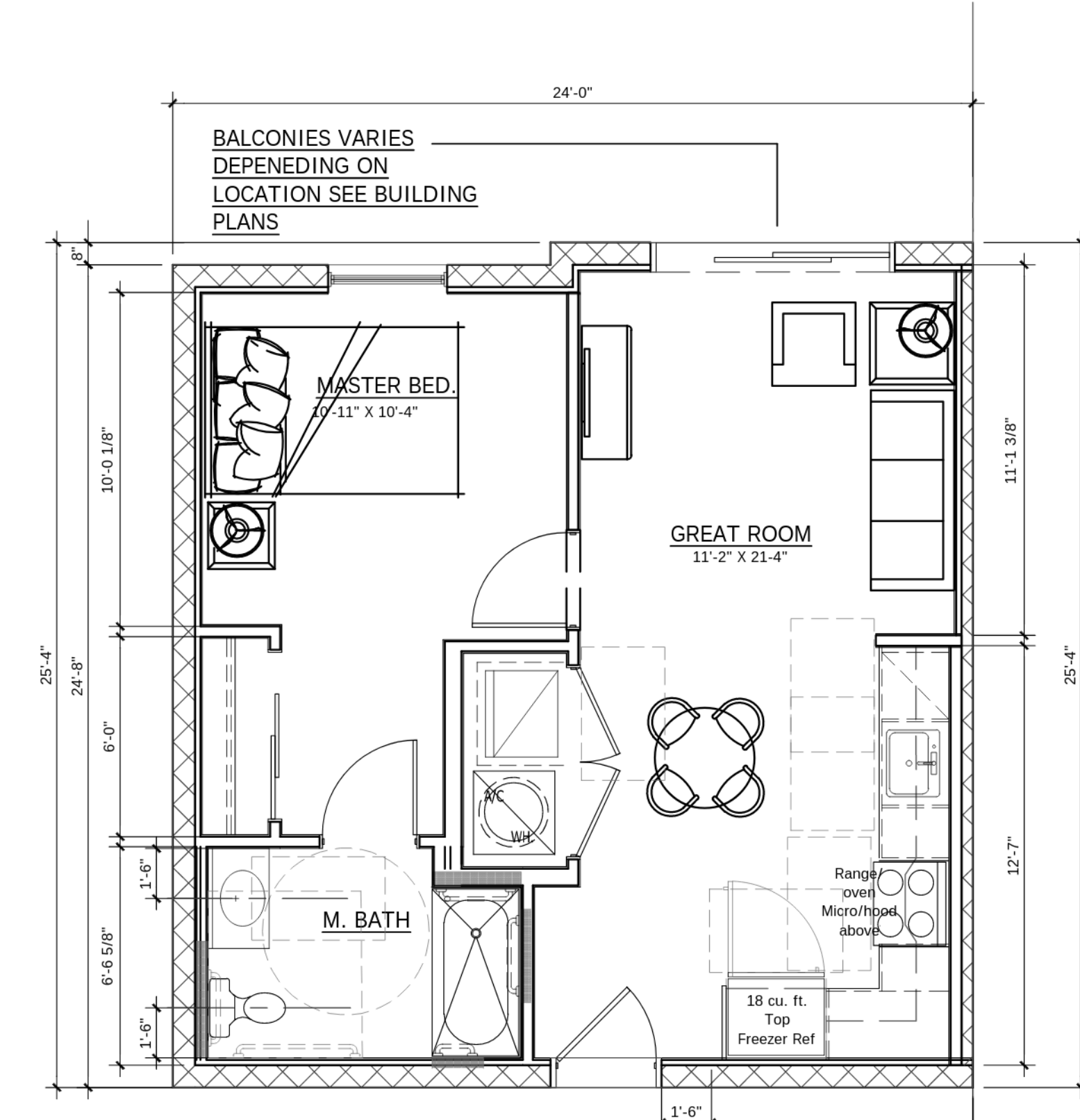
NO.	REVISION	DATE
1	REVISED AS PER SRT #1	06/15/22
2	CITY COMMISSIONERS COMMENTS	12/07/22

ENTITLEMENT PACKAGE

UNIT PLANS
LAKE WORTH STATION
 LAKE WORTH, FLORIDA
 OAG INVESTMENT 5 LLC

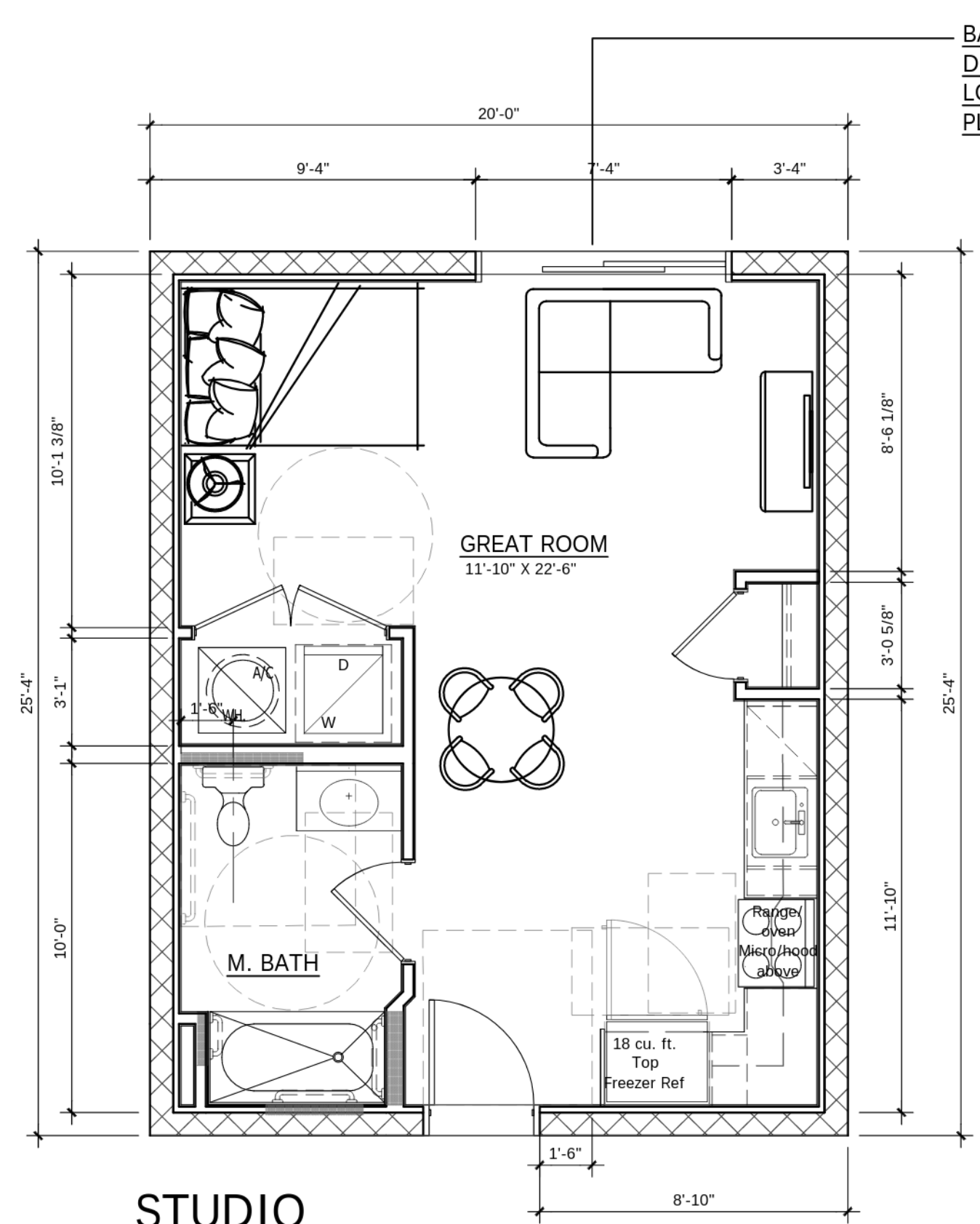
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 DATE: 04/01/2022

UNIT PLANS



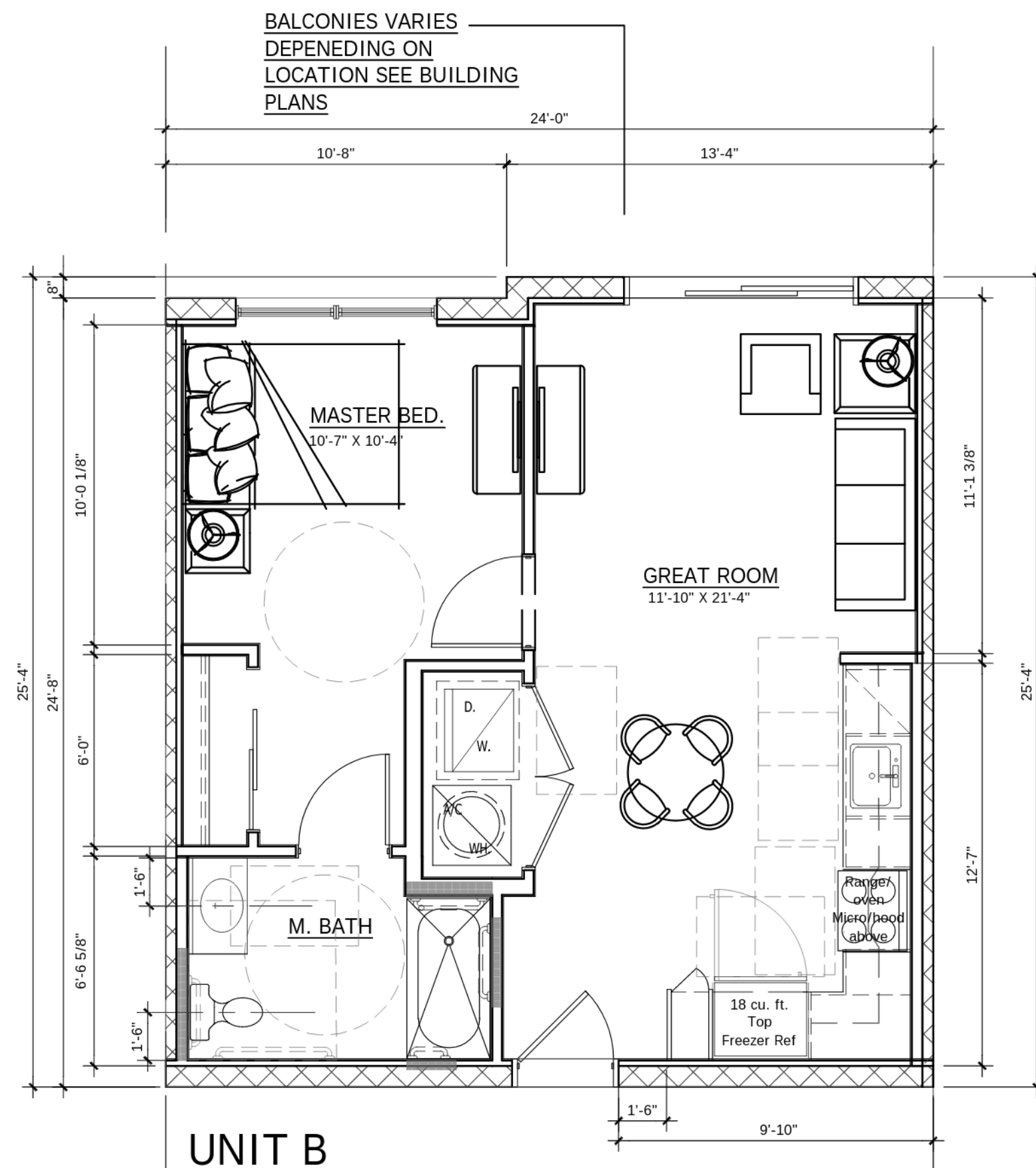
UNIT B
1Bed/1b
600 SF

1 UNIT PLAN - UNIT B 1BED/1BATH 600 a/c SQ FT
 UNIT B STAIR SCALE: 1/4"=1'-0"



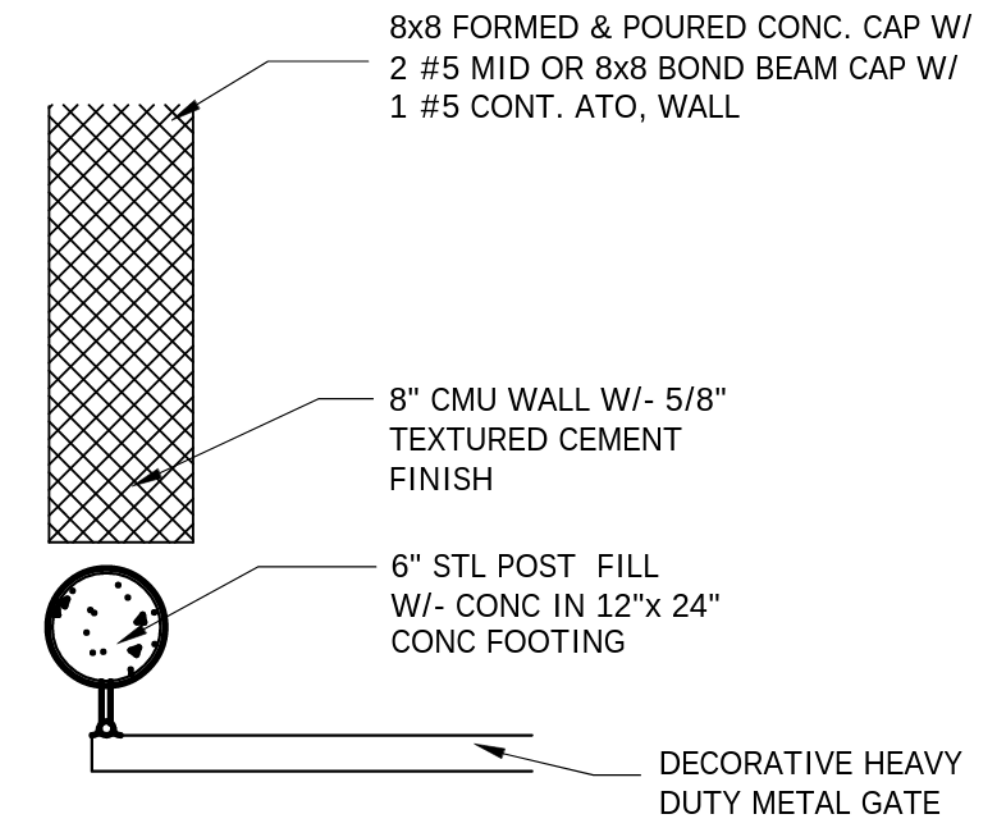
STUDIO
1Bed/1b
507 SF

3 UNIT PLAN - STUDIO UNIT 1BED/1BATH 507 a/c SQ FT
 U-B center SCALE: 1/4"=1'-0"

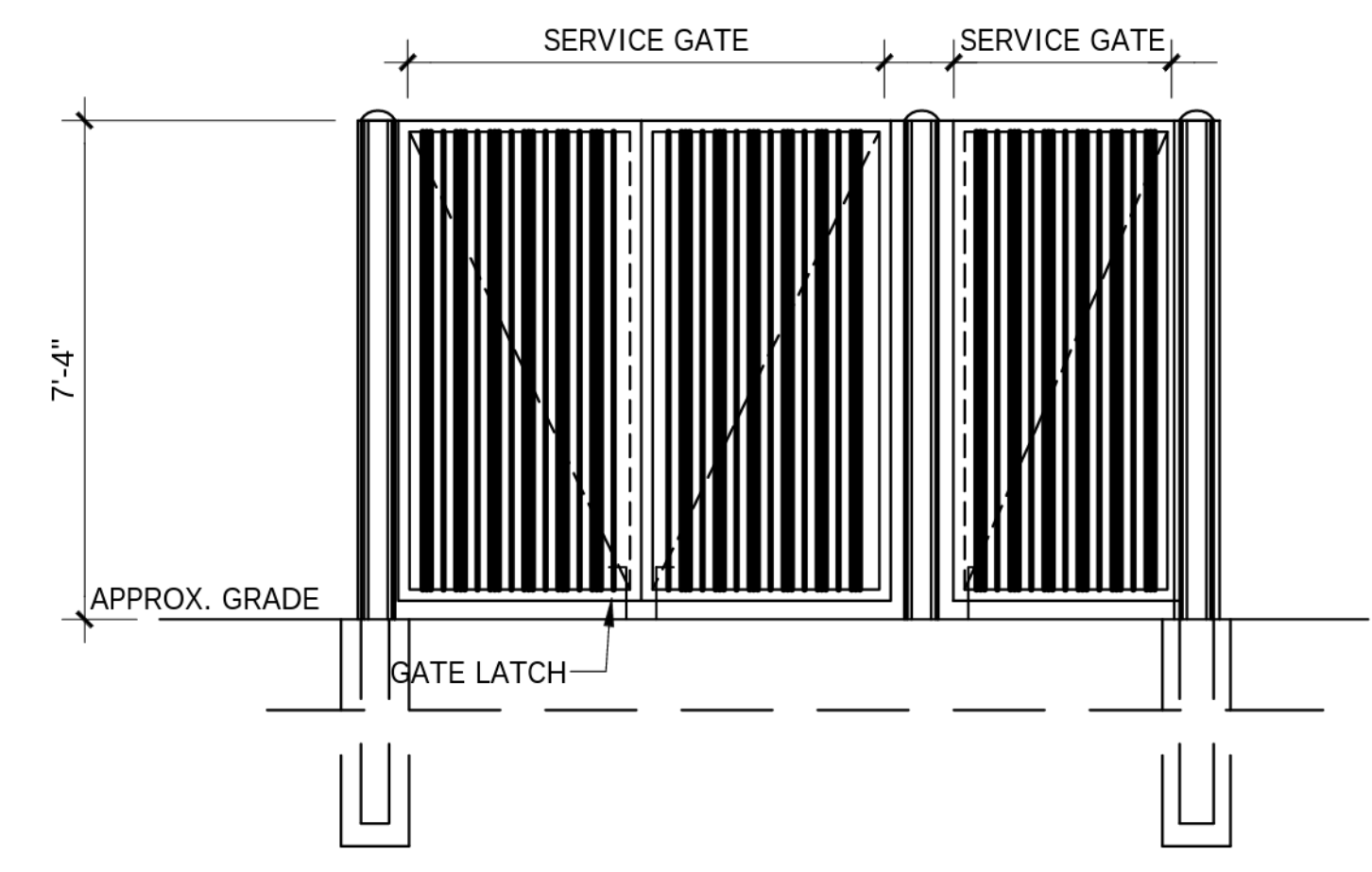


UNIT B
1Bed/1b
601 SF

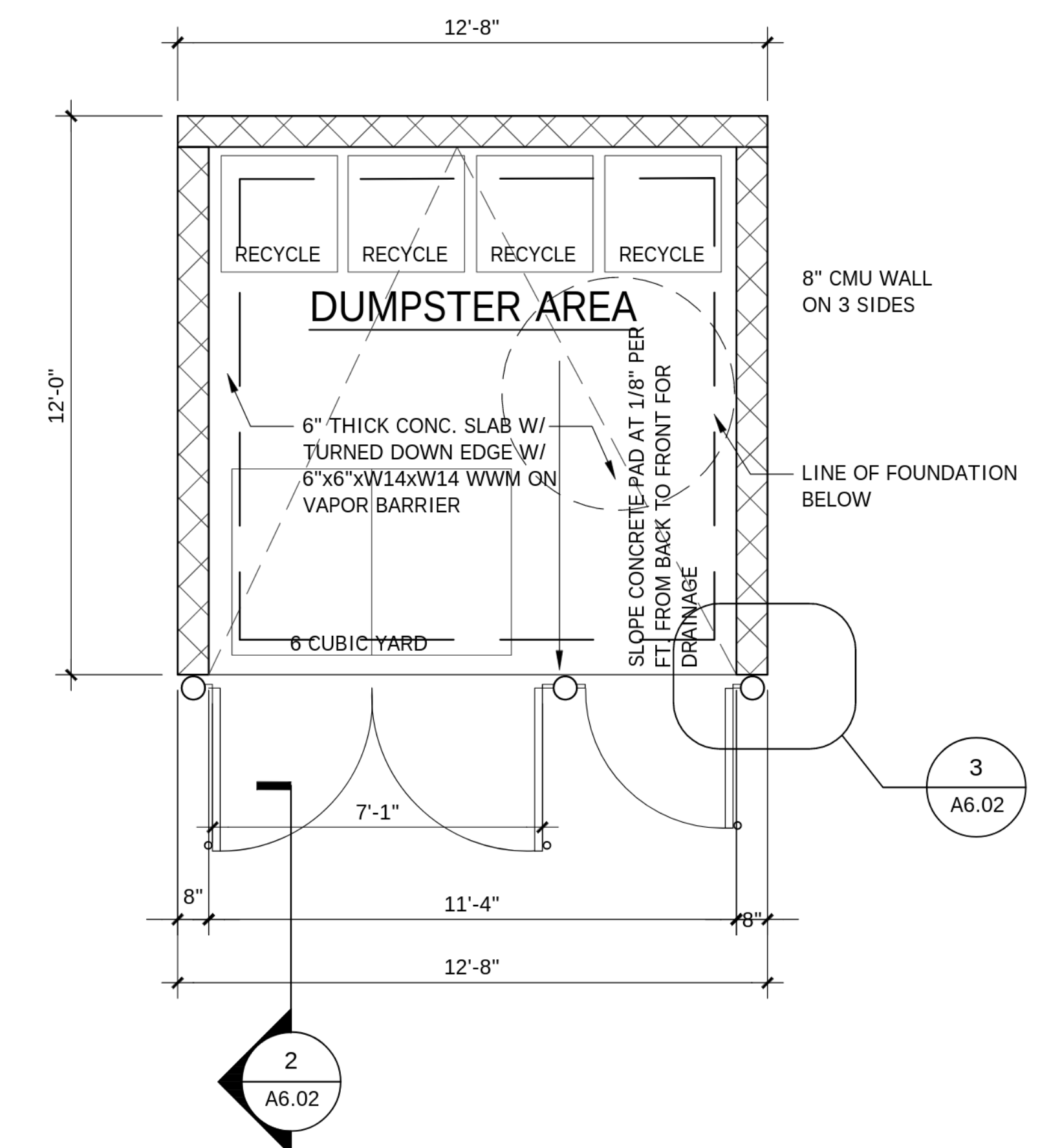
2 UNIT PLAN - UNIT B 1BED/1BATH 601 a/c SQ FT
 U-B center SCALE: 1/4"=1'-0"



3 DUMPSTER DOOR DETAIL
SCALE: NOT TO SCALE



2 DUMPSTER ELEVATION
SCALE: 3/8"=1'-0"



2 DUMPSTER FLOOR PLAN
SCALE: 3/8"=1'-0"

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

P.A.: James M. Riviello
P.M.: A. Garcia
DRAWN BY: AG, LP
PROJECT NO.: 1943-02

NO.	REVISION	DATE
1	REVISED AS PER SRT #1	06/15/22
2	CITY COMMISSIONERS COMMENTS	12/07/22

ENTITLEMENT PACKAGE

ENLARGEMENT
LAKE WORTH STATION
LAKE WORTH, FLORIDA
OAG INVESTMENT 5 LLC

SCALE: AS NOTED
DATE: 04/01/2022

ENLARGEMENT

A6.02
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LEGEND

- LARGE SHADE TREE
- MEDIUM TREE
- SMALL TREE
- LARGE PALM
- SMALL PALM
- NUMBER OF EXISTING TREE/PALM TO REMAIN OR BE RELOCATED
- HEDGE
- SHRUBS & GROUNDCOVERS
- SOD

GRAPHIC SCALE
 NORTH 0 20' 40' 80'
 Scale: 1" = 20'-0"
 Drawn By: AEM/MEP/GMP
 Approved By: AEM
 Project No: 202206
 Sunshine State One Call 811
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LANDSCAPE ARCHITECTURE
 LAND PLANNING
 URBAN DESIGN
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 FORT LAUDERDALE, FLORIDA 33309 USA
 TEL: 954.533.8259
 www.amstudio.com
 LC2000098

Rev	Date	Description
1		
2		
3		
4		
5		
6		

Sheet Title:
ILLUSTRATIVE SITE PLAN

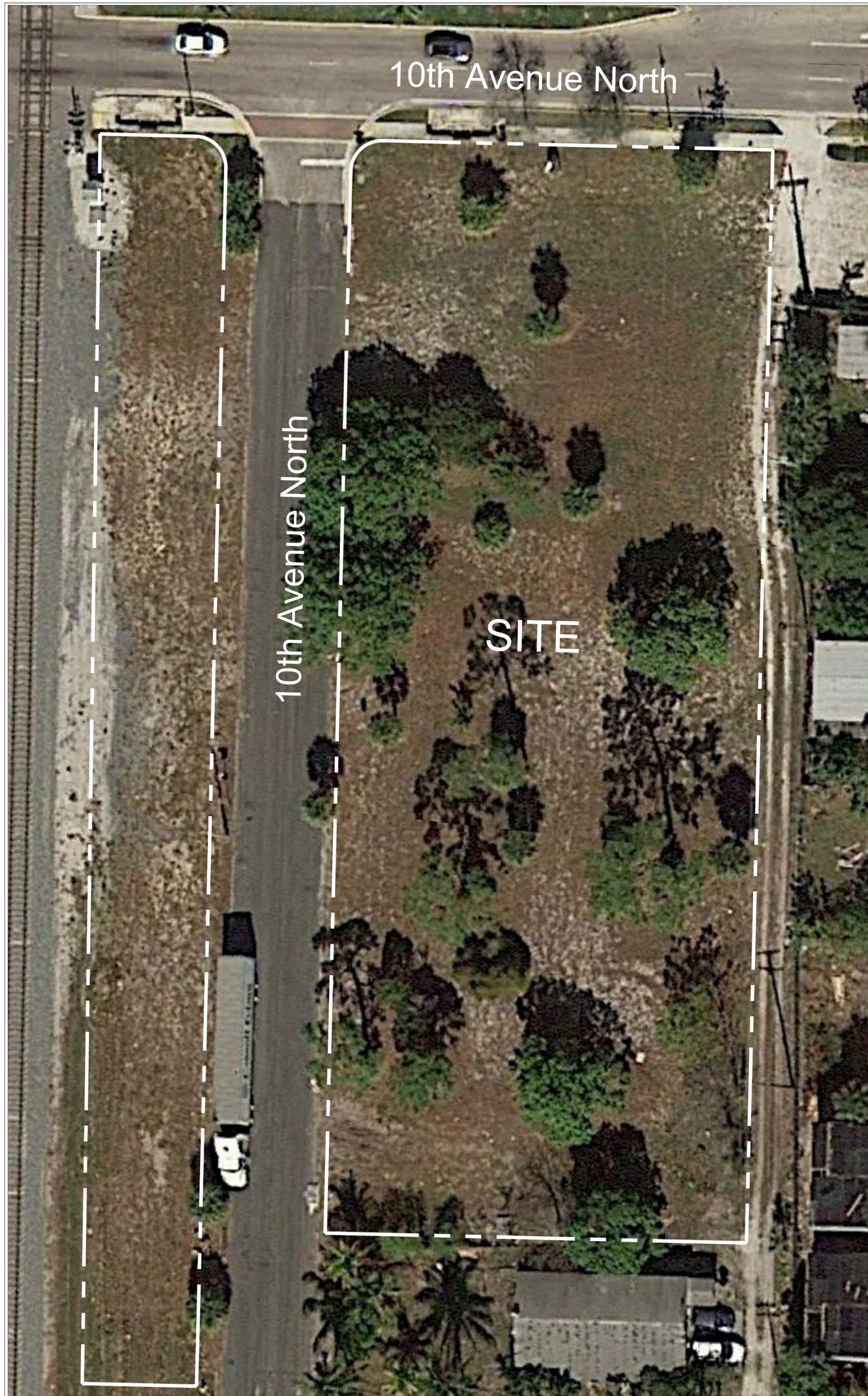
Project Name:
LAKE WORTH STATION
 10th Ave. North & North G St.
 Lake Worth, FL 33460

ANDRES MONTERO P.L.A. ASLA
 SEAL / SIGNATURE
 STATE OF FLORIDA
 REGISTRATION LA696973

Date: DECEMBER 7, 2022
 Scale: 1" = 20'-0"
 Drawn By: AEM/MEP/GMP
 Approved By: AEM
 Project No: 202206

Sheet Number:
L-00

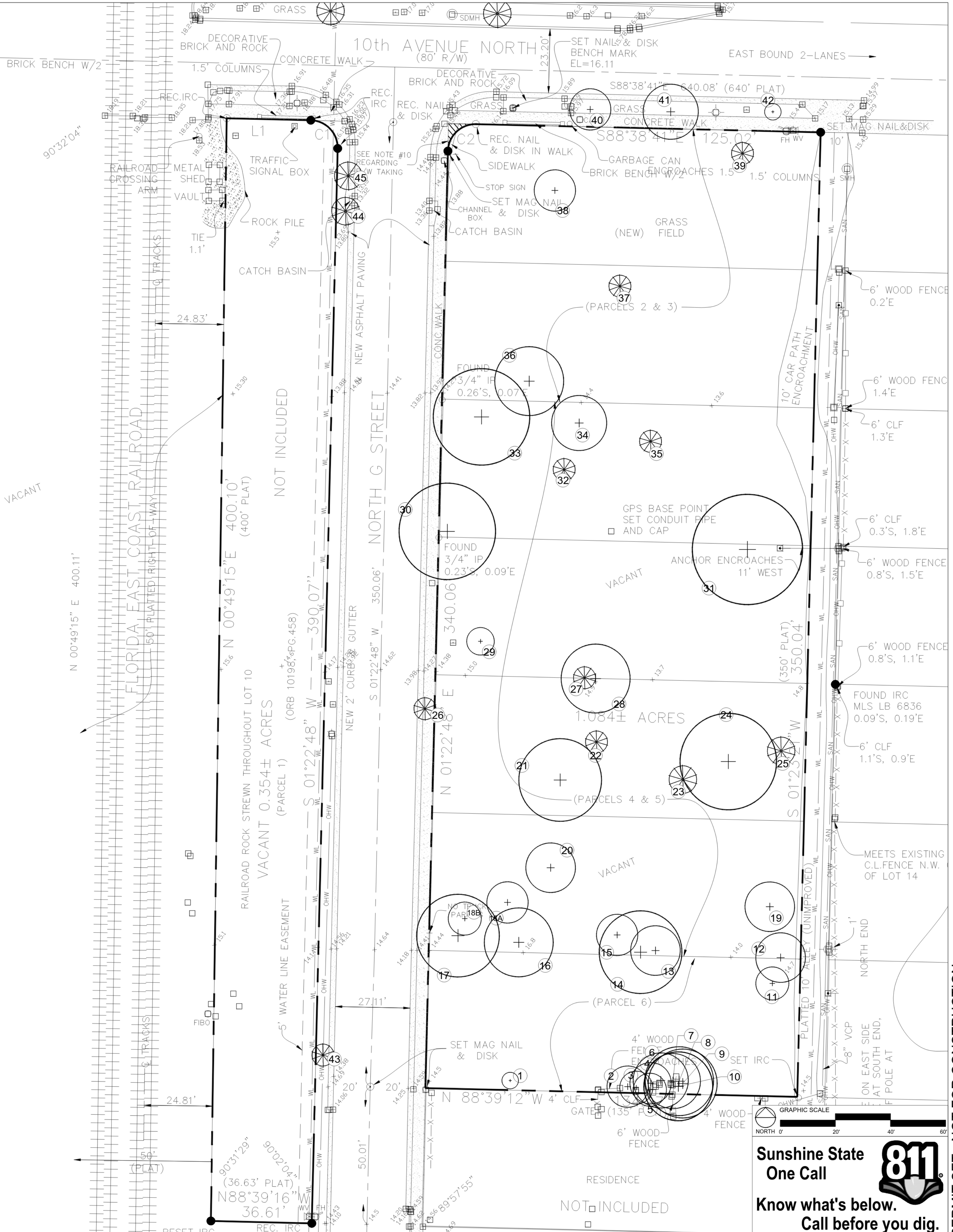
PERMIT SET - NOT FOR CONSTRUCTION



10th Avenue North

10th Avenue North

SITE



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 URBAN DESIGN
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 www.andresmontero.com
 LIC2000098

Rev.	Date	Description
1		
2		
3		
4		
5		
6		

Sheet Title:
SITE AERIAL & PROPERTY SURVEY

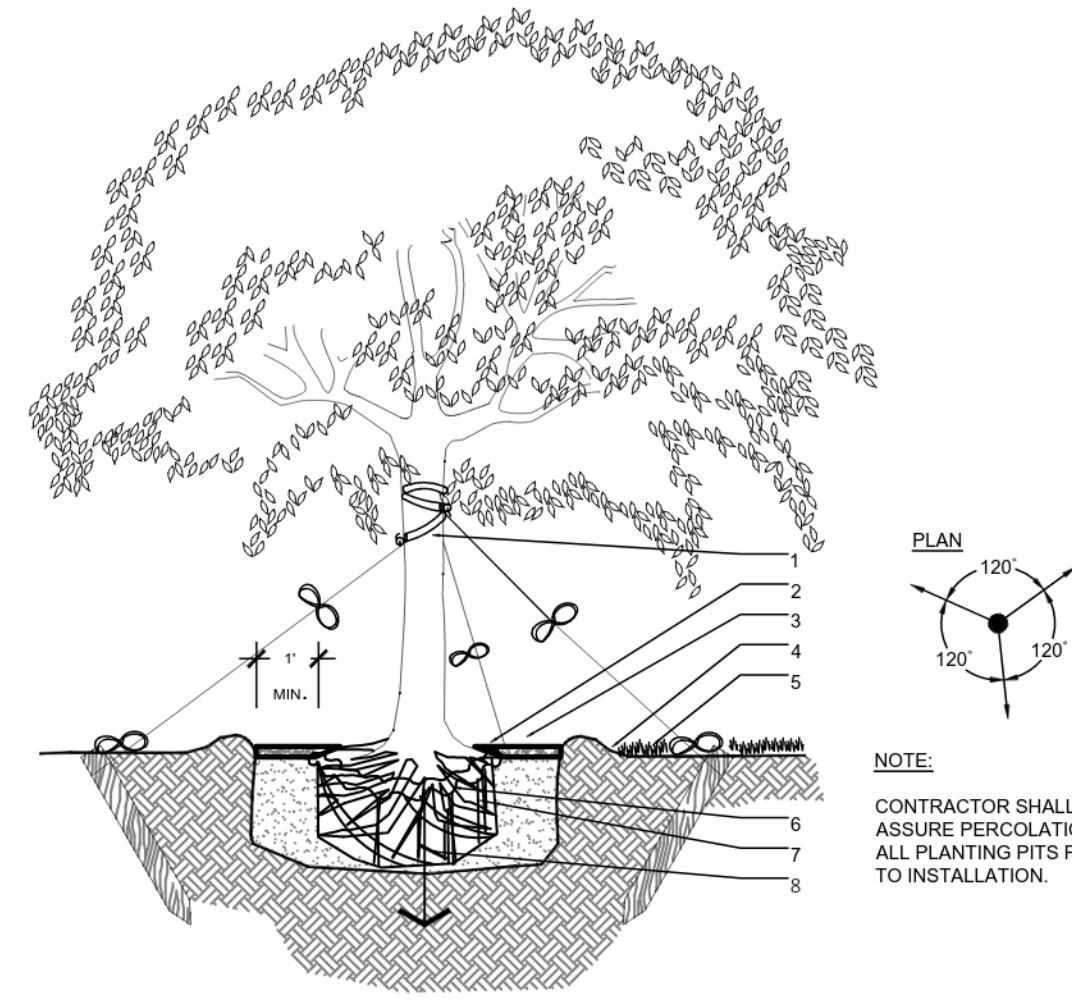
Project Name:
LAKE WORTH STATION
 10th Ave. North & North G St.
 Lake Worth, FL 33460

SEAL / SIGNATURE
 ANDRES MONTERO P.L.A. A.S.A.
 STATE OF FLORIDA
 REGISTRATION LA9696973

Date: DECEMBER 7, 2022
 Scale: 1" = 20'-0"
 Drawn By: AEM/MEP/GMP
 Approved By: AEM
 Project No: 202206

Sheet Number:
L-01

PERMIT SET - NOT FOR CONSTRUCTION

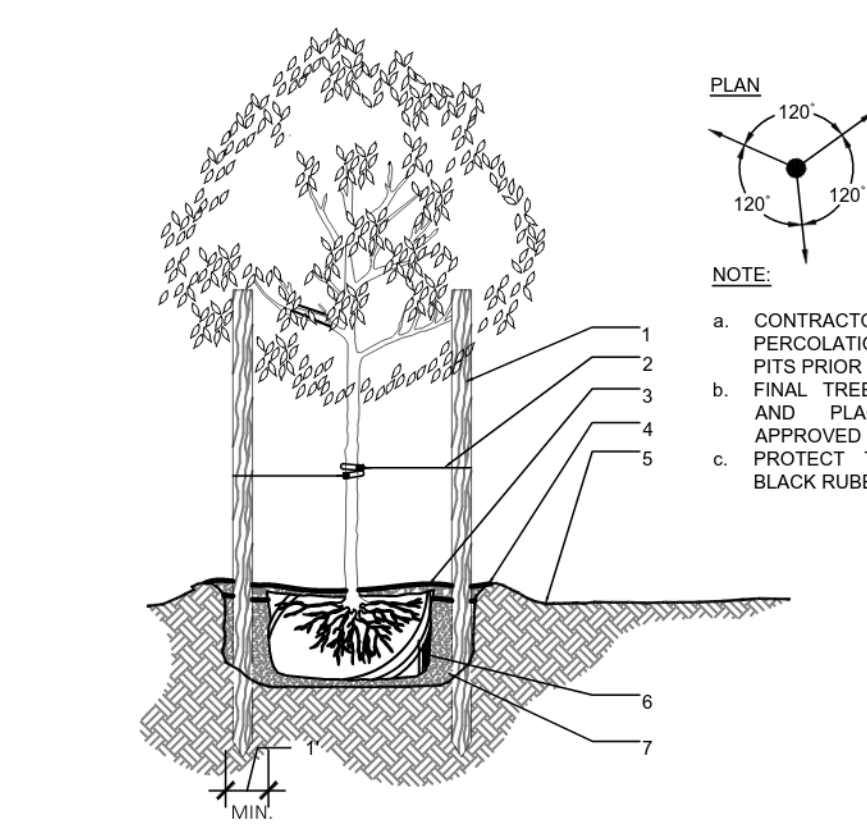


LEGEND

- 2" NYLON STRAPPING WRUBBER HOSE-WRAPPED 360 AROUND TRUNK BEFORE TYING- WRAP @ LATERAL BRANCH
- 3" MULCH AS SPECIFIED MIN. 24" FROM TRUNK
- SOIL BERM TO HOLD WATER.
- 2"x4"x3" STAKES BURIED 3" BELOW FINISHED GRADE.
- FINISHED GRADE - SOD CONDITION (SEE GRADING PLAN).
- B&B OR CONTAINERIZED (SEE SPECIFICATIONS FOR ROOT BALL REQUIREMENTS).
- PREPARED PLANTING SOIL AS SPECIFIED.
- AUGER PER SPECS FOR PERCOLATION

NOTE:
CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION.

2 LARGE TREE SECTION d-Large tree.dwg SCALE: N.T.S

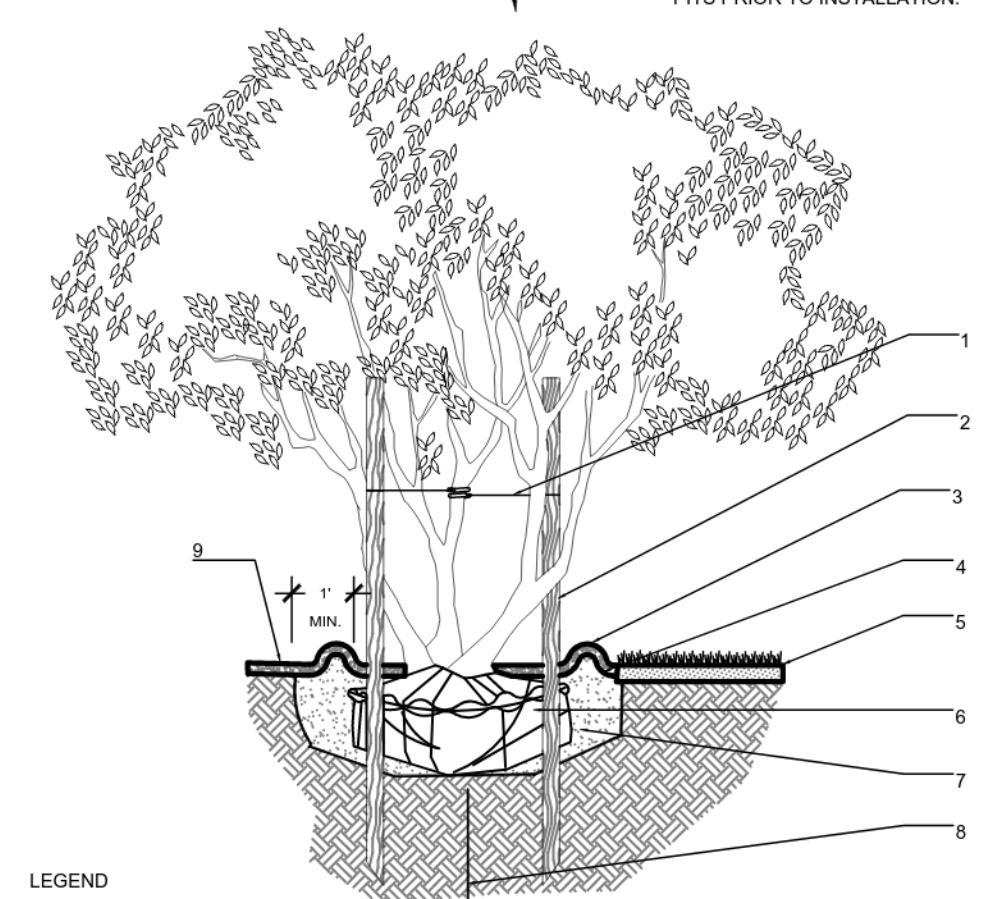


LEGEND

- THREE 2"x4"x3" STAKES SPACE EVENLY AROUND TREE PAINTED BROWN.
- #10 GAUGE WIRE.
- 3" MINIMUM OF MULCH.
- SOIL BERM TO HOLD WATER.
- FINISHED GRADE (SEE GRADING PLAN).
- B&B OR CONTAINERIZED (SEE SPECIFICATIONS FOR ROOT BALL REQUIREMENTS).
- PREPARED PLANTING SOIL AS SPECIFIED.

NOTE:
a. CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION.
b. FINAL TREE STAKING DETAILS AND PLACEMENT TO BE APPROVED BY L.A.
c. PROTECT TREE TRUNK WITH BLACK RUBBER HOSE

3 SMALL TREE SECTION d-Small tree.dwg SCALE: N.T.S

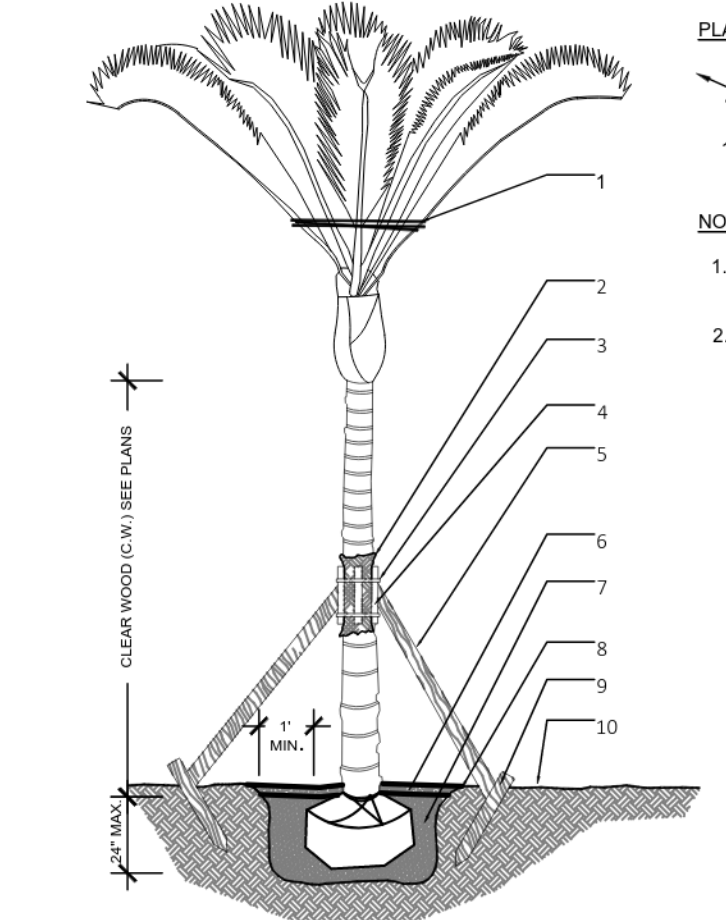


LEGEND

- 2" NYLON STRAPPING
- THREE 2"x4"x3" STAKES
- 3" MULCH AS SPECIFIED
- SOIL BERM TO HOLD WATER.
- FINISHED GRADE - SOD CONDITION (SEE GRADING PLAN).
- B&B OR CONTAINERIZED (SEE SPECIFICATIONS FOR ROOT BALL REQUIREMENTS).
- PREPARED PLANTING SOIL AS SPECIFIED
- AUGER PER SPECS FOR PERCOLATION
- MULCH CONTINUES - SHRUB BED CONDITION

NOTE:
a. FINAL TREE STAKING DETAILS AND PLACEMENT TO BE APPROVED BY THE L.A.
b. CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION.

4 MULTI-TRUNK TREE SECTION d-Multi-trunk tree.dwg SCALE: N.T.S

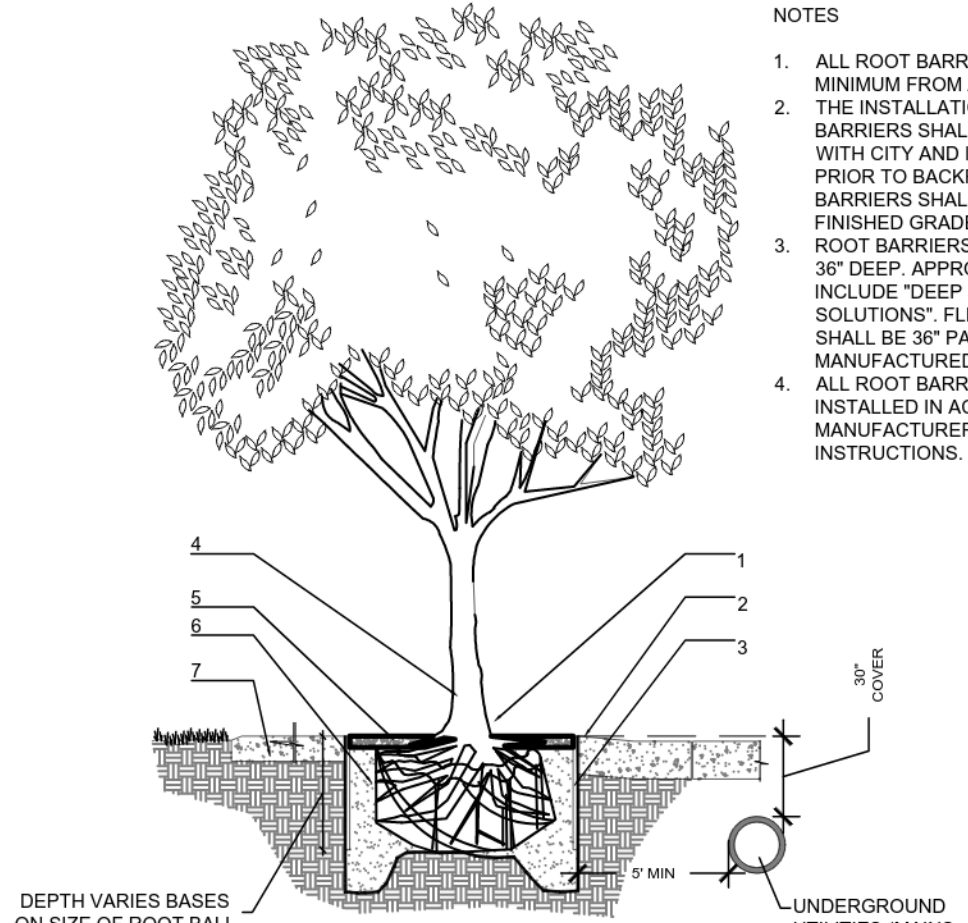


LEGEND

- PRUNE AND TIE FRONDS WITH HEMP TWINE.
- TWO LAYERS OF BURLAP TO PROTECT TRUNK.
- TWO STEEL BANDS TO SECURE BATTONS.
- THREE 2" X 4" X 18" WOOD BATTONS.
- 2"x4"x4" LUMBER POLE BRACES, NAIL (DRILL AND NAIL IF NECESSARY) TO BATTONS & 2" X 4" STAKES. FLAG AT MIDPOINT.
- 3" MIN. MULCH- SEE SPECIFICATIONS.
- PREPARED PLANTING SOIL AS SPECIFIED. PALMS SHALL BE PLANTED WITH THE TOP OF ROOTBALL AT FINISHED GRADE.
- BERM SOIL TO HOLD WATER.
- 2" X 4" X 3" WOOD STAKES.
- FINISH GRADE

NOTES:
1. FINAL TREE STAKING DETAILS AND PLACEMENT TO BE APPROVED BY LANDSCAPE ARCHITECT
2. CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION.

5 SMALL PALM SECTION d-Small palm.DWG SCALE: N.T.S

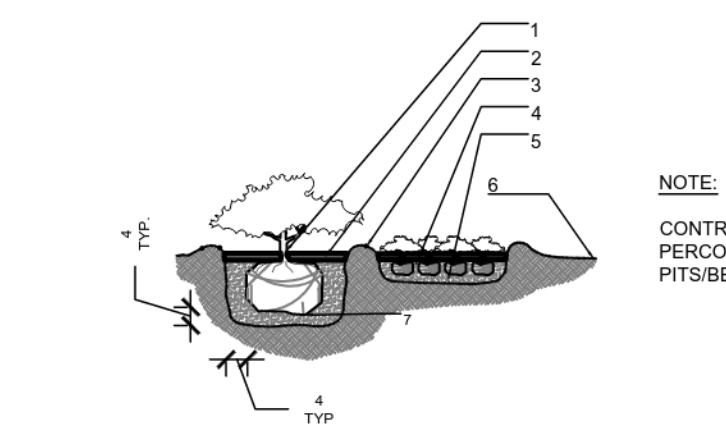


LEGEND

- SET ROOT-TRUNK COLLAR FLUSH 1" ABOVE FINISHED GRADE.
- SIDEWALK OR PAVERS.
- 18" ROOT BARRIER. EXTEND A MINIMUM 6" IN BOTH DIRECTION FROM THE CENTERLINE OF THE TREES.
- CENTER TREE IN PLANTER OPENING.
- MULCH.
- BACKFILL WITH TOPSOIL OR AMENDED TOPSOIL.
- CONCRETE SIDEWALK.

NOTES:
1. ALL ROOT BARRIERS SHALL BE 5' MINIMUM FROM ALL CITY FACILITIES.
2. THE INSTALLATION OF ROOT BARRIERS SHALL BE COORDINATED WITH CITY AND INSPECTED BY CITY PRIOR TO BACKFILLING. ALL ROOT BARRIERS SHALL EXTEND UP TO FINISHED GRADE.
3. ROOT BARRIERS SHALL BE MINIMUM 36" DEEP. APPROVED PRODUCTS INCLUDE "DEEP ROOT" AND "ROOT SOLUTIONS". FLEXIBLE BARRIERS SHALL BE 36" PANELS MANUFACTURED BY BIOBARRIER.
4. ALL ROOT BARRIERS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURERS WRITTEN INSTRUCTIONS.

6 ROOT BARRIER INSTALLATION d-2006-Root barrier.dwg SCALE: N.T.S



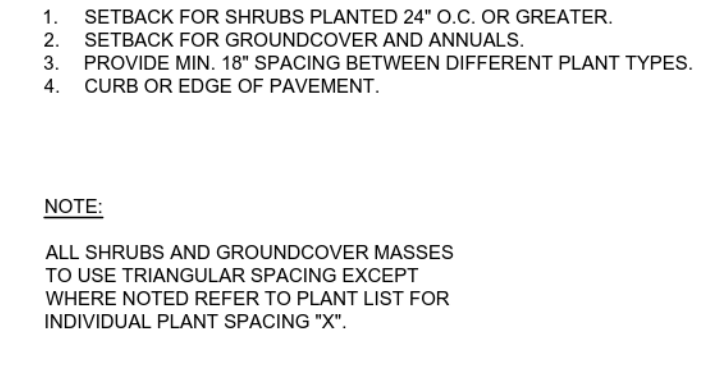
LEGEND

- PLANT MATERIAL SHALL BE PLANTED 2" HIGH WITH SOIL MOUNDING UP TO THE TOP OF ROOT BALL.
- 3" MINIMUM OF MULCH
- SOIL BERM TO HOLD WATER
- MINIMUM DEPTH OF 12" PLANTING SOIL FOR GROUNDCOVER BED
- EXCAVATE ENTIRE BED SPECIFIED FOR GROUNDCOVER BED.
- FINISHED GRADE (SEE GRADING PLAN)
- PREPARED PLANTING SOIL AS SPECIFIED.

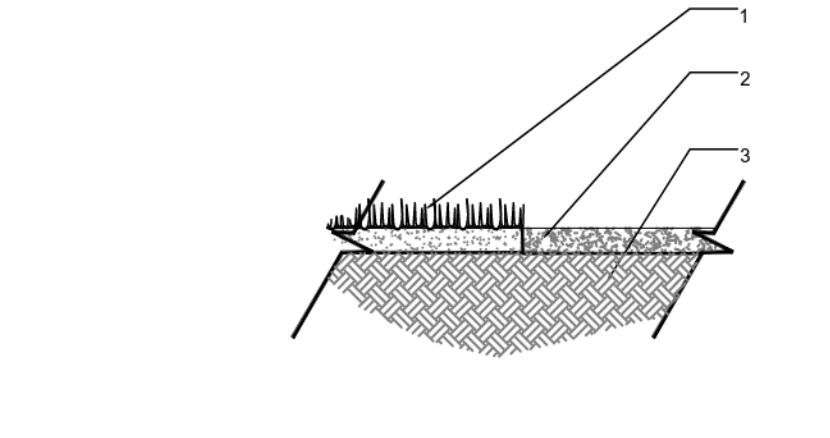
NOTE:
CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION.

NOTE: WHEN GROUNDCOVERS AND SHRUBS USED IN MASSES, ENTIRE BED TO BE EXCAVATED TO RECEIVE PLANTING SOIL & PLANT MATERIAL, UNLESS NOTED OTHERWISE.

8 SHRUBS & GROUNCOVERS SECTION d-Shrubs and groundcovers.DWG SCALE: N.T.S



9 TYPICAL PLANT SPACING SECTION d-Typical spacing.DWG SCALE: N.T.S



LEGEND

- SOD PROVIDE CLEAN, SMOOTH EDGE BETWEEN SOD AND MULCHED AREAS.
- 3" DECORATIVE MULCH. (SEE SPECIFICATIONS)
- PLANTING SOIL (FINE RAKED AND FREE OF WEEDS AND OTHER DELETERIOUS MATERIALS. SEE SPECIFICATIONS)

NOTE:
ALL MULCH SHALL BE FREE OF FIRE ANTS AND DEBRIS ONLY ENVIRONMENTAL FRIENDLY MULCH SHALL BE APPROVED.

10 MULCH SECTION d-Mulch.DWG SCALE: N.T.S

GENERAL NOTES

- Before construction begins, the Landscape Contractor is responsible for locating all underground utilities and must avoid damaging any services during construction. If any damage occurs by fault of the Contractor, the necessary repairs must take place at the Landscape Contractor's expense and under the supervision of the Owner's representative.
- All proposed trees and plant materials shall be graded as Nursery Grade Florida No. 1 or better as outlined by the Florida Department of Agriculture and Consumer Services, Division of Plant Industry "Grades and standards for Nursery Plants", most current edition. All planting shall be done in accordance with the Florida Nurserymen's and Grower's Association approved practices.
- In addition to these requirements the Landscape Contractor shall comply with all local landscape codes and requirements as part of this base bid and contract in order to satisfy the review and approval of the governing agency.
- All screening hedges shall be planted and maintained in a way that they form a continuous visual screen. Screening hedges at VUA to be maintained at a minimum height of thirty (30) inches.
- All planting beds shall be excavated to a minimum depth of twenty-four (24") inches and backfilled with a suitable soil. All plant material shall be planted in planting soil that is delivered to the site in a loose, clean and friable condition. The planting soil shall be the approximate proportions as follows: 50% sand and 50% organic material consisting of native peat, well-decomposed sawdust, leaf mold and top soil. It shall provide a good pliable and thoroughly mixed medium with adequate aeration, drainage and water-holding capacity. It shall also be free of all extraneous debris, such as roots, stones, weeds, etc.
- All trees/palms and shrubs shall be fertilized with "Agriform" 20-10-5 planting tablets as per the manufacturers specifications at the time of installation and prior completion of pit backfilling also in conjunction with note #5. Tablets to be placed uniformly around the root mass at a depth that is between the middle and bottom of root mass at an application rate of: One (1) - 21 gram tablet for 1 gal container, two (2)- tablets for 3 gal container, three (3)- tablets for 5 gal container, four (4)-tablets for 7 gal container, three (3)-tablets for each 1/2 inch of tree caliper, and seven (7) tablets for palms. Ground Cover areas shall receive fertilization with "Ozmocote" time release fertilizer as per manufacturer's specification.
- All plant beds shall receive a 3" layer of organic mulch, which is to be watered-in after installation. Mulch should be at least six (6) inches away from any portion of a structure or tree trunk and three (3) inches away from the base of shrubs. Only environmental friendly mulch shall be approved, Cypress mulch shall not be accepted.
- All plant material shall be thoroughly watered in at the time of planting and until landscape material is established. No dry material shall be permitted.
- The plant material schedule is presented for the convenience of the Landscape Contractor. In the event of a discrepancy between the plan and the plant key, the plan shall prevail.
- Plants shall meet size, container, and spacing specifications. Any material not meeting specifications shall be removed and replaced at the contractor's expense.
- All tree and shrub locations shall be approved by Landscape Architect prior to planting.
- The Landscape Contractor shall grade planting beds, as required, to provide positive drainage and promote optimum plant growth.
- The Landscape Contractor shall be responsible for examining fully both the site and bid documents. Discrepancies in the documents or the actual site conditions shall be reported to the Landscape Architect in writing at the time of bidding or discovery. No account shall be made after contract completion for failure by the Landscape Contractor to report such condition or for errors on the part of the Landscape Contractor at the time of bidding.
- The Landscape Contractor shall be responsible for securing all necessary applicable permits and licenses to perform the work set forth in this plan set and the specifications.
- Plant material shall be bid as specified unless unavailable, at which time the Landscape Architect shall be notified in writing of intended changes.
- All questions concerning the plan set and/or specifications shall be directed to the Landscape Architect.
- There shall be no additions, deletions or substitutions without written approval of the Landscape Architect.
- The Landscape Contractor shall guarantee, in writing, plant survivability. Trees and palms for twelve (12) months, shrubs and groundcovers for ninety (90) days and sod for sixty (60) days from final acceptance by the Owner or Owner's representative.
- All dimensions to be field-checked by the Landscape Contractor prior to landscape material installation. Discrepancies shall be reported immediately to the Landscape Architect.
- All materials must be as specified on the landscape plan. If materials or labor do not adhere to specifications, they will be rejected by the Landscape Architect with proper installation carried out by the Landscape Contractor at no additional cost.
- Existing sod shall be removed as necessary to accommodate new plantings
- All existing trees on site shall be protected from damage during construction - See existing tree protection fence detail.
- Any existing landscape and hardscape areas that are unnecessarily disturbed during the landscape installation shall be restored to original conditions by the Landscape Contractor.
- The Landscape Contractor will be responsible for the collection, removal, and proper disposal of any and all debris generated during the installation of this project.
- All landscape areas to have a positive drainage away from buildings and structures. Finished grade of landscape areas to be at or below the grade of adjacent sidewalks, slabs or VUA
- Trees installed within 5' of a utility easement, underground utilities or any public infrastructure shall utilize a root barrier system.

IRRIGATION NOTES:

- All landscape areas shall be provided with a fully automatically operated irrigation system. Irrigation system shall provide complete coverage of all plant materials. this system should have rain sensor and should automatically shut off when raining. Irrigation system to comply with applicable jurisdictional requirements.
- Irrigation system to use potable water.

GRAPHIC SCALE
NORTH 0' 20' 40' 60'

Sunshine State One Call

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www.andresmontero.com
LIC#200008

By:							
Description:							
Rev. Date:	1	2	3	4	5	6	

LANDSCAPE DETAILS & GENERAL NOTES

LAKE WORTH STATION
10th Ave. North & North G St.
Lake Worth, FL 33460

Project Name:
Project No.:
Date: DECEMBER 7, 2022
Scale: 1" = 20'-0"
Drawn By: AEM/MEP/GMP
Approved By: AEM
Project No.: 202206

SEAL / SIGNATURE
ALL DESIGNS AND DETAILS ON THIS DRAWING ARE THE PROPERTY OF ANDRES MONTERO LANDSCAPE ARCHITECTURE, LLC AND SHALL NOT BE USED, COPIED OR REPRODUCED WITHOUT WRITTEN PERMISSION FROM ANDRES MONTERO LANDSCAPE ARCHITECTURE, LLC.

Sheet Number:
L-04

PERMIT SET - NOT FOR CONSTRUCTION



April 26, 2022

Bryan G. Kelley, P.E.
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

**RE: Lake Worth Station
Project #: 220410
Traffic Performance Standards (TPS) Review**

Dear Mr. Kelley:

The Palm Beach County Traffic Division has reviewed the above referenced project Traffic Impact Statement, dated March 31, 2022, pursuant to the Traffic Performance Standards in Article 12 of the Palm Beach County (PBC) Unified Land Development Code (ULDC). The project is summarized as follows:

**Palm Beach County
Board of County
Commissioners**

- Robert S. Weinroth, Mayor
- Gregg K. Weiss, Vice Mayor
- Maria G. Marino
- Dave Kerner
- Maria Sachs
- Melissa McKinlay
- Mack Bernard

Municipality:	Lake Worth Beach
Location:	SEC of 10 th Avenue N and N G Street
PCN:	38-43-44-21-15-274-0080 (additional PCNs in file)
Access:	One full access driveway connection onto N G Street and one right-in/right-out access driveway connection onto 10 th Avenue N <u>(As used in the study and is NOT necessarily an approval by the County through this TPS letter)</u>
Existing Uses:	Vacant
Proposed Uses:	Multi-Family Residential= 81 DUs
New Daily Trips:	441
New Peak Hour Trips:	29 (8/21) AM; 36 (22/14) PM
Build-out:	December 31, 2026

County Administrator

Verdenia C. Baker

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

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

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

*"An Equal Opportunity
Affirmative Action Employer"*



Bryan G. Kelley, P.E.
April 26, 2022
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 HAkif@pbcgov.org.

Sincerely,

Hanane Akif, P.E.
Professional Engineer
Traffic Division

QB:HA:cw

ec:

Erin Fitzhugh Sita, AICP, Assistant Director-Planning, Zoning, & Preservation Community Sustainability Department, City of Lake Worth Beach
Quazi Bari, P.E., PTOE, Manager -- Growth Management, Traffic Division

File: General - TPS - Mun - Traffic Study Review
F:\TRAFFIC\HAMUNICIPALITIES\APPROVALS\2022\220410 - LAKE WORTH STATION.DOCX;

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



INSIGNIFICANT TRAFFIC IMPACT STATEMENT

LAKE WORTH STATION LAKE WORTH BEACH, FLORIDA

Prepared for:

Bridge Holding LLC
10135 SW 75th Place
Miami, Florida 33156

Job No. 22-039

Date: March 31, 2022



Bryan G. Kelley, P.E.
FL Reg. No. 74006

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1.0 SITE DATA

The subject parcel is located in the southeast corner of 10th Avenue North and N. G Street in the City of Lake Worth Beach, Florida and contains approximately 1.08 acres. The Property Control Numbers (PCN) for the subject parcel may be summarized as follows:

38-43-44-21-15-274-0080	38-43-44-21-15-274-0070
38-43-44-21-15-274-0040	38-43-44-21-15-274-0020

The proposed plan of development on the currently unimproved parcel is to consist of 81 multifamily dwelling units with a build out of 2026. Site access is proposed via a full access driveway connection to N. G Street and a right in, right out only driveway connection to 10th Avenue North. For additional information concerning site location and layout, refer to the Site Plan.

Note the project is located within the Coastal Residential Exception Area and is therefore exempt from traffic concurrency. The traffic study is prepared for informational purposes.

2.0 PURPOSE OF STUDY

This study will analyze the proposed development's impact on the surrounding major thoroughfares within the project's radius of development influence in accordance with the Palm Beach County Unified Land Development Code Article 12 – Traffic Performance Standards. The Traffic Performance Standards state that a Site Specific Development Order for a proposed project shall meet the standards and guidelines outlined in two separate "Tests" with regard to traffic performance.

Test 1, or the Build-Out Test, relates to the build-out period of the project and requires that a project not add traffic within the radius of development influence which would have total traffic exceeding the adopted LOS at the end of the build-out period. This Test 1 analysis consists of two parts and no project shall be approved for a Site Specific Development Order unless it can be shown to satisfy the requirements of Parts One and Two of Test 1. Part One – Intersections, requires the analysis of major intersections, within or beyond a project's radius of development influence, where a project's traffic is significant on a link within the radius of development influence. The intersections analyzed shall operate within the applicable threshold associated with the level of analysis addressed. Part Two – Links, compares the total traffic in the peak hour, peak direction on each link within a project's radius of development influence with the applicable LOS "D" link service volumes. The links analyzed shall operate within the applicable thresholds associated with the level of analysis addressed.

Test 2, or the Five Year Analysis, relates to the evaluation of project traffic five years in the future and requires that a project not add traffic within the radius of development influence which would result in total traffic exceeding the adopted LOS at the end of the Five Year Analysis period.

2.0 PURPOSE OF STUDY (CONT.)

This test requires analysis of links and major intersections as necessary within or beyond the radius of development influence, where a project's traffic is significant on a link within the radius of development influence.

This analysis shall address the total traffic anticipated to be in place at the end of the build out year. This study will verify that the proposed development's traffic impact will meet the above Traffic Performance Standards.

3.0 TRAFFIC GENERATION

The traffic to be generated by the proposed development has been calculated in accordance with the traffic generation rates listed in the ITE Trip Generation Manual, 10th Edition and rates published by the Palm Beach County Engineering Traffic Division. Table 1 shows the proposed daily traffic generation in trips per day (tpd). Tables 2 and 3 show the AM and PM peak hour traffic generation, respectively, as peak hour trips (pht). The traffic generated by the proposed development may be summarized as follows:

Proposed Development

Daily Traffic Generation	=	441 tpd
AM Peak Hour Traffic Generation (IN/OUT)	=	29 pht (8 In/21 Out)
PM Peak Hour Traffic Generation (IN/OUT)	=	36 pht (22 In/14 Out)

4.0 RADIUS OF DEVELOPMENT INFLUENCE

Based on Table 12.B.2.D-7 3A of the Palm Beach County Unified Land Development Code Article 12 – Traffic Performance Standards, for a net trip generation of 36 peak hour trips, the development of influence shall be one-half mile.

For Test 1, a project must address those links within the radius of development influence on which its net trips are greater than 1% of the LOS "D" of the link affected on a peak hour, peak direction basis AND those links outside of the radius of development influence on which its net trips are greater than five percent of the LOS "D" of the link affected on a peak hour, peak direction basis up to the limits set forth in Table 12.B.2.C-1 1A: LOS "D" Link Service Volumes.

For Test 2, a project must address those links within the radius of development influence on which its net trips are greater than 3% of the LOS "E" of the link affected on a peak hour, peak direction basis AND those links outside of the radius of development influence on which its net trips are greater than five percent of the LOS "E" of the link affected on a peak hour, peak direction basis up to the limits set forth in Table 12.B.2.C-4 2A: LOS "E" Link Service Volumes.

5.0 TEST 1 BUILD-OUT ANALYSIS

Test 1, or the Build-Out Analysis, relates to the build-out period of the project and requires that a project not add traffic within the radius of development influence which would have total traffic exceeding the adopted LOS at the end of the build-out period. The trip distribution percentages are shown in Tables 4 and 5. Tables 4 and 5 indicate the project's assignment is less than 1% of the applicable LOS "D" threshold and is insignificant for all links within the project's radius of development influence. This project therefore meets the requirements of Test 1.

6.0 TEST 2 BUILD-OUT ANALYSIS

Test 2, or the Five Year Analysis, relates to the evaluation of project traffic five years in the future and requires that a project not add traffic within the radius of development influence which would result in total traffic exceeding the adopted LOS at the end of the Five Year Analysis Period. Tables 6 and 7 show the project's net trip generation is less than 3% of the applicable LOS "E" threshold for all links within the project's radius of development influence. This project therefore meets the requirements of Test 2.

7.0 SITE RELATED IMPROVEMENTS

The AM and PM peak hour volumes at the project entrances for the overall development with no reduction for pass by credits are shown in Tables 2 and 3 and may be summarized as follows:

**DIRECTIONAL
DISTRIBUTION
(TRIPS IN/OUT)**

AM = 8 / 21
PM = 22 / 14

As previously mentioned, site access is proposed via a full access driveway connection to N. G Street and a right in, right out only driveway connection to 10th Avenue North. Based on the Palm Beach County Engineering Guidelines used in determining the need for turn lanes of 75 right turns or 30 left turns in the peak hour, no turn lanes are not warranted or recommended.

8.0 CONCLUSION

The proposed development has been estimated to generate 441 trips per day, 29 AM peak hour trips, and 36 PM peak hour trips at project build-out in 2026. A brief review of the roadway links within the project's radius of development influence reveals the proposed development will have an insignificant project assignment and will therefore meet the requirements of the Palm Beach County Traffic Performance Standards.

LAKE WORTH STATION

03/30/2022

PROPOSED DEVELOPMENT

TABLE 1 - Daily Traffic Generation

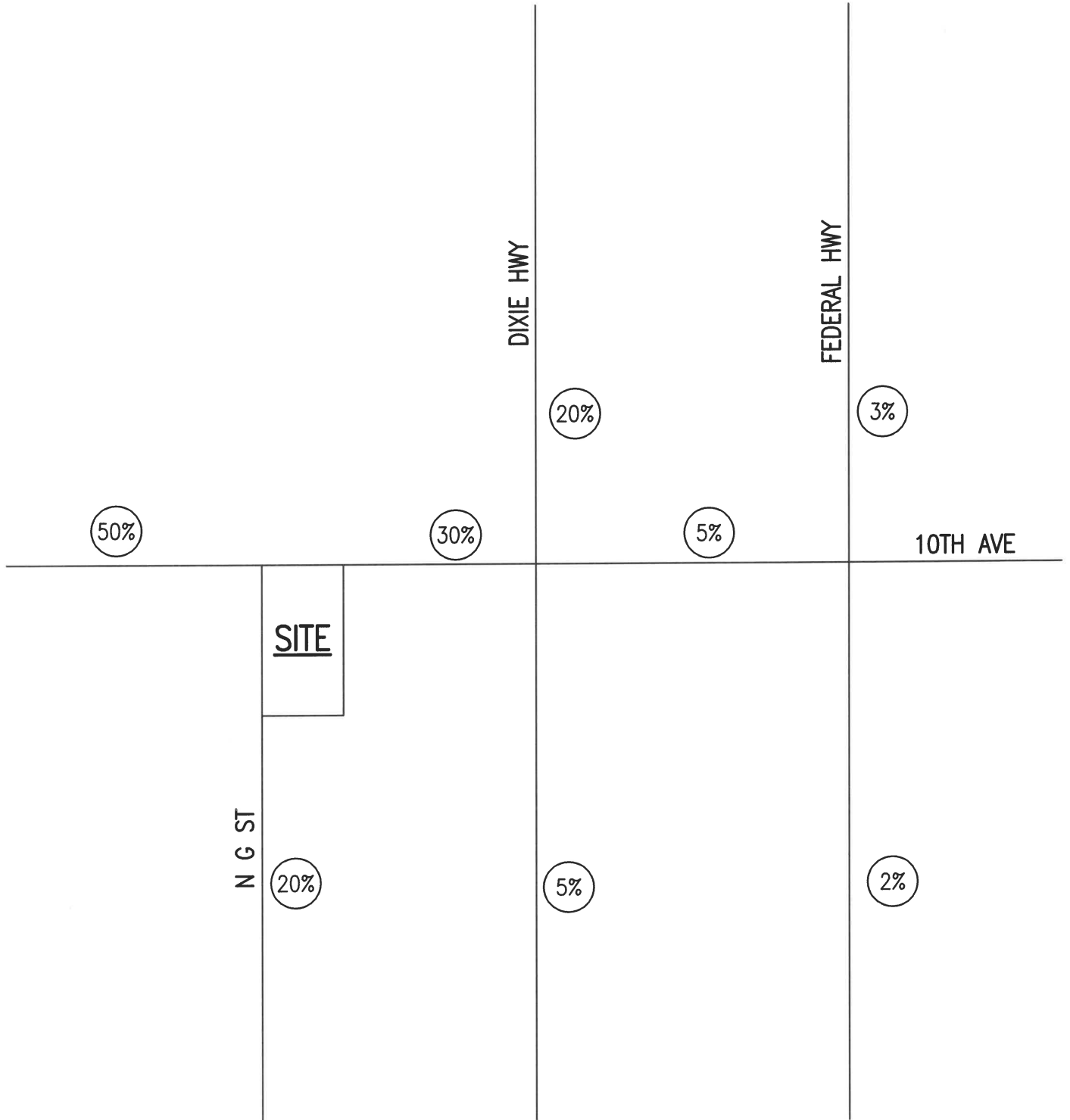
Landuse	ITE Code	Intensity	Rate/Equation	Dir Split		Gross Trips	Internalization			External Trips	Pass-by		Net Trips
				In	Out		%	Total			%	Trips	
Multifamily Mid-Rise Housing 3-10 story (Apartment/Condo/TH)	221	81	Dwelling Units	5.44			441		0	441	0%	0	441
Grand Totals:							441	0.0%	0	441	0%	0	441

TABLE 2 - AM Peak Hour Traffic Generation

Landuse	ITE Code	Intensity	Rate/Equation	Dir Split		Gross Trips			Internalization				External Trips			Pass-by		Net Trips			
				In	Out	In	Out	Total	%	In	Out	Total	In	Out	Total	%	Trips	In	Out	Total	
Multifamily Mid-Rise Housing 3-10 story (Apartment/Condo/TH)	221	81	Dwelling Units	0.36	0.26	0.74	8	21	29	0.0%	0	0	0	8	21	29	0%	0	8	21	29
Grand Totals:							8	21	29	0.0%	0	0	0	8	21	29	0%	0	8	21	29

TABLE 3 - PM Peak Hour Traffic Generation

Landuse	ITE Code	Intensity	Rate/Equation	Dir Split		Gross Trips			Internalization				External Trips			Pass-by		Net Trips			
				In	Out	In	Out	Total	%	In	Out	Total	In	Out	Total	%	Trips	In	Out	Total	
Multifamily Mid-Rise Housing 3-10 story (Apartment/Condo/TH)	221	81	Dwelling Units	0.44	0.61	0.39	22	14	36	0.0%	0	0	0	22	14	36	0%	0	22	14	36
Grand Totals:							22	14	36	0.0%	0	0	0	22	14	36	0%	0	22	14	36



LEGEND

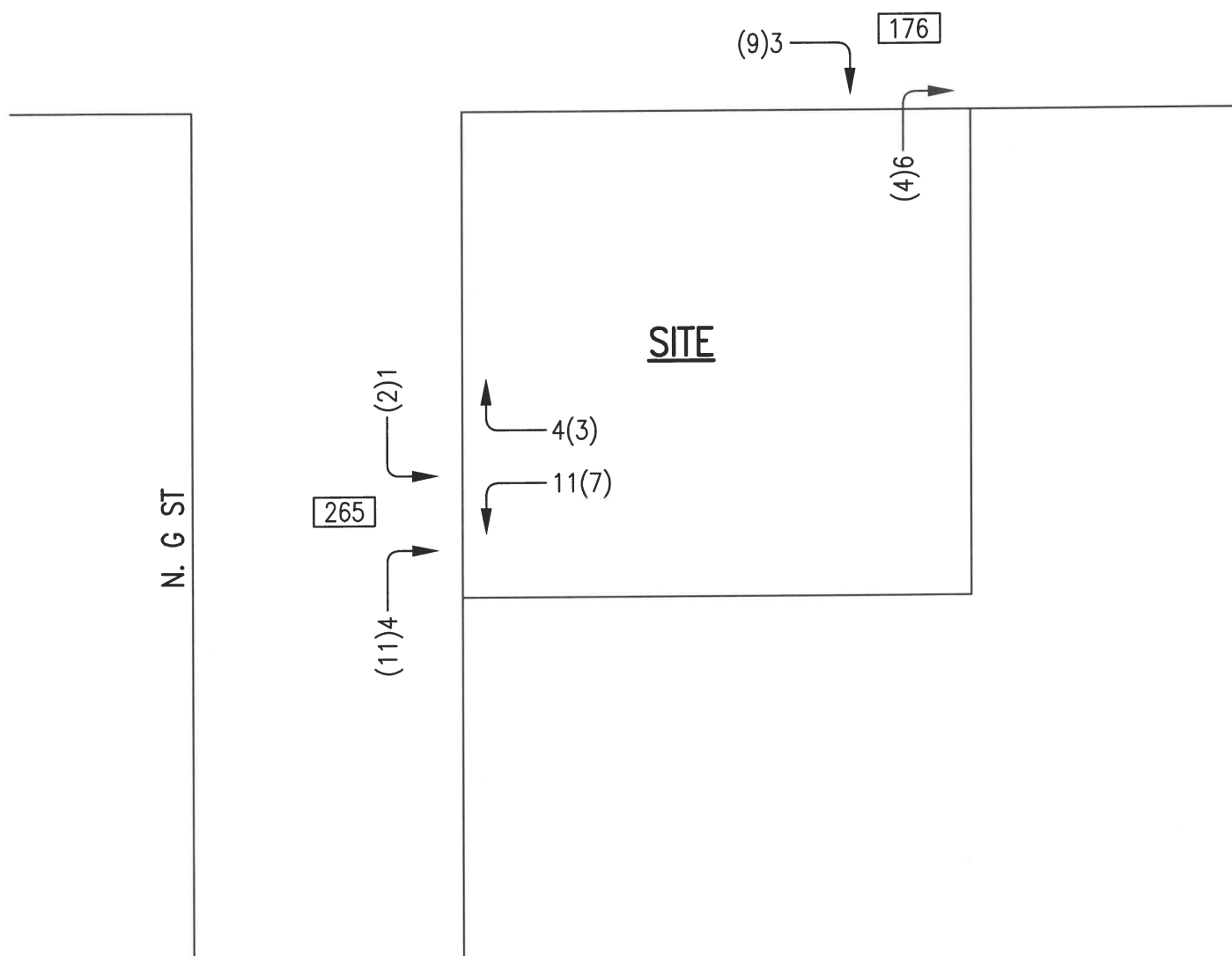
 PROJECT DISTRIBUTION

TRIP DISTRIBUTION

LAKE WORTH STATION

22-039 BK 03-30-22

10TH AVE N



DRIVEWAY VOLUMES

LEGEND

- 3 A.M. PEAK HOUR TURNING MOVEMENT
- (9) P.M. PEAK HOUR TURNING MOVEMENT
- 176 A.A.D.T.

LAKE WORTH STATION

22-039 BK 03-30-22

**TABLE 4
TEST 1 - PROJECT SIGNIFICANCE CALCULATION
AM PEAK HOUR**

2026 BUILD OUT
1/2 MILE RADIUS OF DEVELOPMENT INFLUENCE
TOTAL AM PEAK HOUR PROJECT TRIPS (ENTERED)
TOTAL AM PEAK HOUR PROJECT TRIPS (EXITING)

ROADWAY	FROM	TO	AM PEAK HOUR DIRECTIONAL				LOS D STANDARD	TOTAL PROJECT IMPACT	PROJECT SIGNIFICANT
			PROJECT DISTRIBUTION	PROJECT TRIPS	EXISTING LANES	CLASS			
10TH AVENUE NORTH	I-95	N. G STREET	50%	11	4D	II	1770	0.62%	NO
10TH AVENUE NORTH	N. G STREET	DIXIE HIGHWAY	30%	6	4D	II	1770	0.34%	NO
10TH AVENUE NORTH	DIXIE HIGHWAY	FEDERAL HIGHWAY	5%	1	2	II	810	0.12%	NO
DIXIE HIGHWAY	FOREST HILL BOULEVARD	10TH AVENUE NORTH	20%	4	4	II	1680	0.24%	NO
DIXIE HIGHWAY	10TH AVENUE NORTH	LUCERNE AVENUE	5%	1	4	II	1680	0.06%	NO
FEDERAL HIGHWAY	13TH AVENUE NORTH	10TH AVENUE NORTH	3%	1	2	II	810	0.12%	NO
FEDERAL HIGHWAY	10TH AVENUE NORTH	LUCERNE AVENUE	2%	0	2	II	810	0.00%	NO
N. G STREET	10TH AVENUE NORTH	LUCERNE AVENUE	20%	4	2	II	810	0.49%	NO

**TABLE 5
TEST 1 - PROJECT SIGNIFICANCE CALCULATION
PM PEAK HOUR**

2026 BUILD OUT
1/2 MILE RADIUS OF DEVELOPMENT INFLUENC
TOTAL PM PEAK HOUR PROJECT TRIPS (ENTE 22
TOTAL PM PEAK HOUR PROJECT TRIPS (EXITI 14

ROADWAY	FROM	TO	PM PEAK HOUR DIRECTIONAL				LOS D STANDARD	TOTAL PROJECT IMPACT	PROJECT SIGNIFICANT
			PROJECT DISTRIBUTION	PROJECT TRIPS	EXISTING LANES	CLASS			
10TH AVENUE NORTH	I-95	N. G STREET	50%	11	4D	II	1770	0.62%	NO
10TH AVENUE NORTH	N. G STREET	DIXIE HIGHWAY	30%	7	4D	II	1770	0.40%	NO
10TH AVENUE NORTH	DIXIE HIGHWAY	FEDERAL HIGHWAY	5%	1	2	II	810	0.12%	NO
DIXIE HIGHWAY	FOREST HILL BOULEVARD	10TH AVENUE NORTH	20%	4	4	II	1680	0.24%	NO
DIXIE HIGHWAY	10TH AVENUE NORTH	LUCERNE AVENUE	5%	1	4	II	1680	0.06%	NO
FEDERAL HIGHWAY	13TH AVENUE NORTH	10TH AVENUE NORTH	3%	1	2	II	810	0.12%	NO
FEDERAL HIGHWAY	10TH AVENUE NORTH	LUCERNE AVENUE	2%	0	2	II	810	0.00%	NO
N. G STREET	10TH AVENUE NORTH	LUCERNE AVENUE	20%	4	2	II	810	0.49%	NO

TABLE 6
TEST 2 - PROJECT SIGNIFICANCE CALCULATION
AM PEAK HOUR

TEST 2 - FIVE YEAR ANALYSIS
 1/2 MILE RADIUS OF DEVELOPMENT INFLUENC
 TOTAL AM PEAK HOUR PROJECT TRIPS (ENTEI8
 TOTAL AM PEAK HOUR PROJECT TRIPS (EXITI21

ROADWAY	FROM	TO	AM PEAK HOUR DIRECTIONAL				LOS E STANDARD	TOTAL PROJECT IMPACT	PROJECT SIGNIFICANT
			PROJECT DISTRIBUTION	PROJECT TRIPS	EXISTING LANES	CLASS			
10TH AVENUE NORTH	I-95	N. G STREET	50%	11	4D	II	1870	0.59%	NO
10TH AVENUE NORTH	N. G STREET	DIXIE HIGHWAY	30%	6	4D	II	1870	0.32%	NO
10TH AVENUE NORTH	DIXIE HIGHWAY	FEDERAL HIGHWAY	5%	1	2	II	860	0.12%	NO
DIXIE HIGHWAY	FOREST HILL BOULEVARD	10TH AVENUE NORTH	20%	4	4	II	1780	0.22%	NO
DIXIE HIGHWAY	10TH AVENUE NORTH	LUCERNE AVENUE	5%	1	4	II	1780	0.06%	NO
FEDERAL HIGHWAY	13TH AVENUE NORTH	10TH AVENUE NORTH	3%	1	2	II	860	0.12%	NO
FEDERAL HIGHWAY	10TH AVENUE NORTH	LUCERNE AVENUE	2%	0	2	II	860	0.00%	NO
N. G STREET	10TH AVENUE NORTH	LUCERNE AVENUE	20%	4	2	II	860	0.47%	NO

TABLE 7
TEST 2 - PROJECT SIGNIFICANCE CALCULATION
PM PEAK HOUR

TEST 2 - FIVE YEAR ANALYSIS
 1/2 MILE RADIUS OF DEVELOPMENT INFLUENCE
 TOTAL PM PEAK HOUR PROJECT TRIPS (ENTER 22)
 TOTAL PM PEAK HOUR PROJECT TRIPS (EXITIN 14)

TATIC ROADWAY	FROM	TO	PM PEAK HOUR DIRECTIONAL				LOS E STANDARD	TOTAL PROJECT IMPACT	PROJECT SIGNIFICANT
			PROJECT DISTRIBUTION	PROJECT TRIPS	EXISTING LANES	CLASS			
10TH AVENUE NORTH	I-95	N. G STREET	50%	11	4D	II	1870	0.59%	NO
10TH AVENUE NORTH	N. G STREET	DIXIE HIGHWAY	30%	7	4D	II	1870	0.37%	NO
10TH AVENUE NORTH	DIXIE HIGHWAY	FEDERAL HIGHWAY	5%	1	2	II	860	0.12%	NO
DIXIE HIGHWAY	FOREST HILL BOULEVARD	10TH AVENUE NORTH	20%	4	4	II	1780	0.22%	NO
DIXIE HIGHWAY	10TH AVENUE NORTH	LUCERNE AVENUE	5%	1	4	II	1780	0.06%	NO
FEDERAL HIGHWAY	13TH AVENUE NORTH	10TH AVENUE NORTH	3%	1	2	II	860	0.12%	NO
FEDERAL HIGHWAY	10TH AVENUE NORTH	LUCERNE AVENUE	2%	0	2	II	860	0.00%	NO
N. G STREET	10TH AVENUE NORTH	LUCERNE AVENUE	20%	4	2	II	860	0.47%	NO



March 31, 2022

Palm Beach County Engineering Department
Traffic Division
2300 North Jog Road
Floor 3E
West Palm Beach, Florida 33411

Attention: Mr. Quazi Bari, P.E.

Reference: Lake Worth Station
West Palm Beach, Florida

Dear Mr. Bari:

Please find enclosed for your review and approval the following items pertaining to the above referenced project located in the southeast corner of 10th Avenue North and N. G Street in the City of Lake Worth Beach, Florida.

1. One (1) copy of the Insignificant Traffic Impact Statement
2. One (1) copy of the Site Plan
3. TPS Review fee of \$300.00

The proposed plan of development is to consist of 81 multifamily residential dwelling units a buildout of 2026. We are respectfully requesting a letter from your Department to the City of Lake Worth Beach following your review and approval. Note the project is located within the Coastal Residential Exception Area. Thank you for your assistance with this matter.

Sincerely,

SIMMONS & WHITE, INC.

Bryan Kelley, P.E.

Enclosures

BK: x:/docs/misc/trs/kelley/22039.barisub



PROJECT NAME: LAKE WORTH STATION

PROJECT NO: 137767

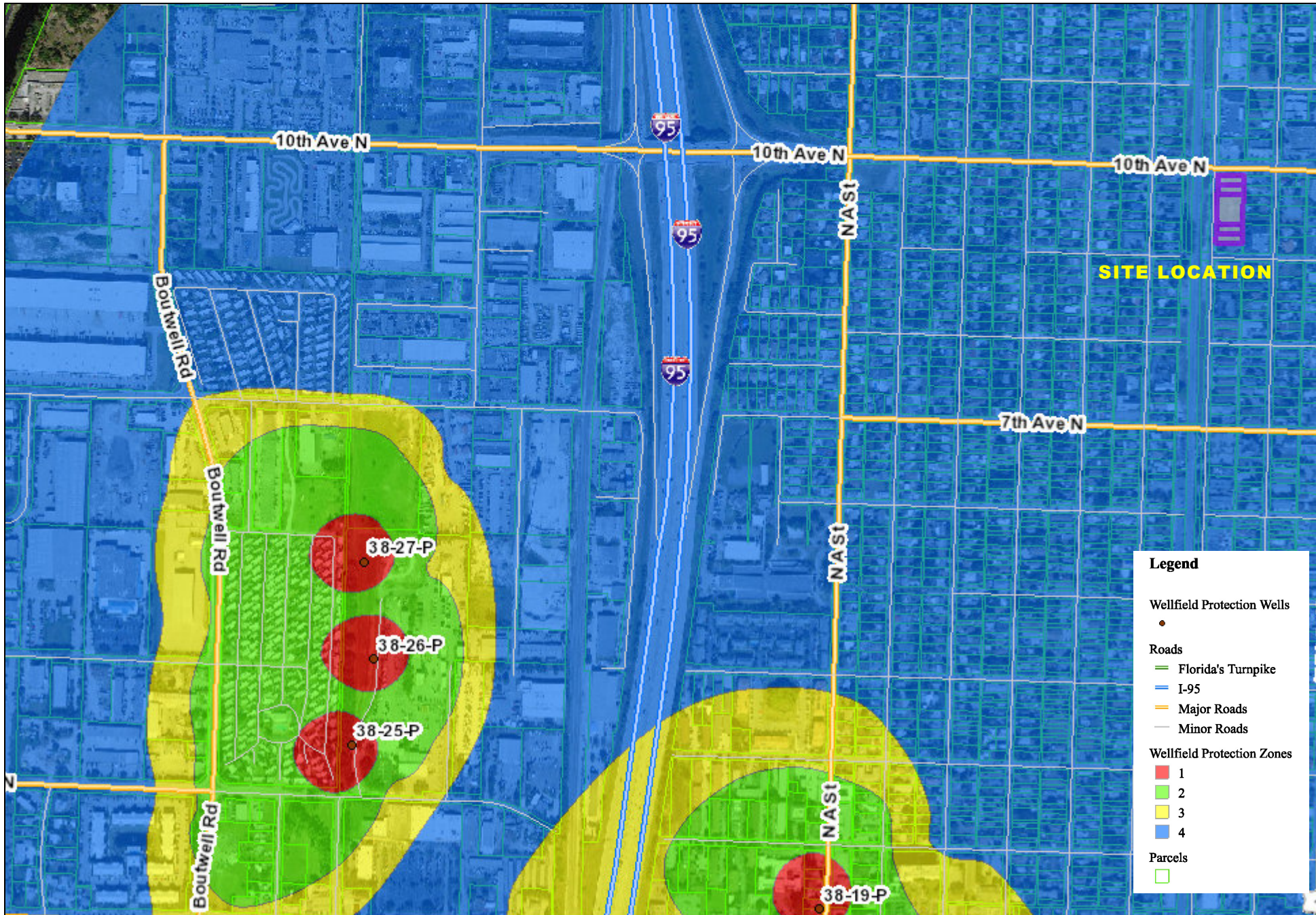
DATE: 2022-04-25

Patricia F. Ramudo, PE, LEED AP

FL Reg. No. 35798

DRAINAGE STATEMENT

The project is located at 930 N G Street, Lake Worth Beach, FL / Parcel # 38-43-44-21-15-274-0080. The proposed mixed-use project includes the construction of a residential building, surface parking and site amenities. Additionally the site will include water & sewer, stormwater facilities, and sidewalk infrastructure. The South Florida Water Management District (SFWMD) requirements include analysis of the 5 Year -1 Day, 25 Year - 3 Day, 100 Year - 3 Day storm events for lower parking inlet elevation, berm and discharge rates, and finished floor elevations respectively. Furthermore, the City of Lake Worth requires the 3 Year - 1 Hour storm event be evaluated and fully retained on-site (Code of Ordinance Sec. 18-103.). According to the Eastern Palm Beach County map included in this report, the control water table is estimated at 4.50 ft NAVD. However, the geotechnical report from TSFGEO shows the water table encountered during testing is found at elevations approximately 8-9.5 feet below ground surface, March 9th, 2022. Based on average site grade of 13.8, in the vicinity of the exfiltration tests, we established the water table at elevation 5.8 ft NAVD for a much more conservative approach. The drainage system features exfiltration trench to meet the water quality and water quantity requirements. A control structure featuring a 6" inverted triangle orifice will discharge offsite to the City storm system. The summary table below provides the final pre- vs post elevations and discharge rates for all the aforementioned storm events. Per Palm Beach County Wellfield Maps, this project site is located in Wellfield Zone 4. An Affidavit of Notification has been submitted to Palm Beach County Department of Environmental Resources Management.



Legend

- Wellfield Protection Wells
 -
- Roads
 - Florida's Turnpike
 - I-95
 - Major Roads
 - Minor Roads
- Wellfield Protection Zones
 - 1
 - 2
 - 3
 - 4
- Parcels
 -

LWS Wellfield Map

AFFIDAVIT OF NOTIFICATION

Pursuant to the Palm Beach County Unified Land Development Code, Article 14 Chapter B, Wellfield Protection, you shall provide notification to the Palm Beach County Department of Environmental Resources Management for the following activities should you store, handle, use, or produce Regulated Substances that exceed the threshold of 5 gallons, if liquid, or 25 pounds, if solid, within a wellfield zone:

- a. Application for nonresidential building permits.
- b. Application for residential building permits of 25 units or more.
- c. Applications for development subject to review by advisory planning bodies and approval by local governing authority or zoning board of appeals.

A. Project Information:
1. Name of Project Lake Worth Station
2. Property Control # 38-43-44-21-15-274-0080
3. Address of Project 930 N G Street, Lake Worth Beach, FL
(Street) (City) (State) (ZIP)

B. Owner of Property, Developer or Agent Signing Affidavit (If agent, a letter of authorization to sign for the owner must be attached.)

1. If individual, provide full legal name _____

Address _____
(Street) (City) (State) (ZIP)

Telephone _____

Owner of Property (if signed by agent) _____

2. If corporation or partnership, provide full name of corporation or partnership and relationship to corporation or partnership.

Name of Corporation or Partnership BRIDGE HOLDING LLC

Address 10135 SW 75th Place, Miami, FL 33156

Telephone 786-223-1568

Relationship to corporation or partnership Ricardo Hernandez, Owner

3. List any Regulated Substances (chemicals, fuels, oils, paints, etc.) that you intend to store, handle, use or produce at this site:

Type of Substance	Approximate Quantity
<u>N/A</u>	_____ gallons _____ pounds
_____	_____ gallons _____ pounds
_____	_____ gallons _____ pounds

I have received a copy of "Palm Beach County Unified Land Development Code, Article 14 Chapter B, Wellfield Protection Prohibitions, Restrictions, and Best Management Practices." I understand that there are restrictions and prohibitions concerning the use, handling and storage of regulated substances pursuant to the Wellfield Protection Ordinance. I also understand that certain facilities are prohibited or subject to restrictions in the various wellfield zones.

Affiant

Sworn to and subscribed before me this 25 day of April, 2022.

Kelly Regalado
Notary Public, State of Florida



KELLY REGALADO
Commission # HH 233167
Expires June 24, 2026

Return Completed Original to Department of Environmental Resources Management
2300 N. Jog Road West Palm Beach, Florida 33411-2743 telephone (561) 233-2400
Copy to Applicant/ Copy to Local Government

From: [Patricia Ramudo](#)
To: [Rosy Escobar-Penalba](#)
Cc: [Ricardo Hernandez](#)
Subject: FW: Lake Worth Station - Affidavit
Date: Tuesday, April 26, 2022 4:38:48 PM

Rosy,

PBC – ERM has received and responded to our Affidavit of Notification regarding our project. Please see Samantha’s response below and let me know if you need anything else.

Patricia Ramudo PE, LEED AP

Associate

IBI GROUP

1100 Park Central Boulevard South - Suite 3500
Pompano Beach FL 33064-2214 United States
tel +1 954 974 2200 ext 52120 fax +1 954 973 2686



NOTE: This email message/attachments may contain privileged and confidential information. If received in error, please notify the sender and delete this e-mail message.

From: Samantha Pucci <SPucci@pbcgov.org>
Sent: Tuesday, April 26, 2022 4:33 PM
To: Patricia Ramudo <patricia.ramudo@ibigroup.com>
Subject: RE: Lake Worth Station - Affidavit

If it is solely individual residential units, a wellfield permit would not be required for this project. We only require that the contractors follow the best management practices that were included in the Affidavit of notification packet.

From: Patricia Ramudo <patricia.ramudo@ibigroup.com>
Sent: Tuesday, April 26, 2022 4:29 PM
To: Samantha Pucci <SPucci@pbcgov.org>
Cc: Ricardo Hernandez <rihernanp@gmail.com>
Subject: RE: Lake Worth Station - Affidavit

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Samantha,

I have copied the Owner/Developer to confirm this response. At this time, there is no plan for a pool or club house, nor am I aware of a proposed on-site generator.

Patricia Ramudo PE, LEED AP

Associate

IBI GROUP

1100 Park Central Boulevard South - Suite 3500
Pompano Beach FL 33064-2214 United States
tel +1 954 974 2200 ext 52120 fax +1 954 973 2686

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[\[ibigroup.com\]](#)

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From: Samantha Pucci <SPucci@pbcgov.org>
Sent: Tuesday, April 26, 2022 4:24 PM
To: Patricia Ramudo <patricia.ramudo@ibigroup.com>
Subject: RE: Lake Worth Station - Affidavit

Patricia,

I received the Affidavit after my phone call.

With this being a residential development, my question would be in relation to the wellfield area, is if there are any plans of a pool, onsite generator or a maintenance closet for a club house?

Samantha Pucci
Resources Protection
Environmental Resources Management
(561)233-2523
fax: (561) 233-2414

From: Patricia Ramudo <patricia.ramudo@ibigroup.com>
Sent: Tuesday, April 26, 2022 3:31 PM
To: Samantha Pucci <SPucci@pbcgov.org>
Cc: Ricardo Hernandez <rihernanp@gmail.com>
Subject: Lake Worth Station - Affidavit

***** Note: This email was sent from a source external to Palm Beach County. Links or attachments should not be accessed unless expected from a trusted source. *****

Samantha,

Thank you for your phone call. The Affidavit was delivered by Fedex this morning but is herein attached.

We appreciate your assistance. Please let me know if you need any other documents or information.

Patricia Ramudo PE, LEED AP

Associate

IBI GROUP

1100 Park Central Boulevard South - Suite 3500
Pompano Beach FL 33064-2214 United States
tel +1 954 974 2200 ext 52120 fax +1 954 973 2686

[\[linkedin.com\]](#) [\[can01.safelinks.protection.outlook.com\]](#) [\[twitter.com\]](#)
[\[can01.safelinks.protection.outlook.com\]](#) [\[instagram.com\]](#)
[\[can01.safelinks.protection.outlook.com\]](#) [\[youtube.com\]](#)
[\[can01.safelinks.protection.outlook.com\]](#) [\[facebook.com\]](#)
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SFWMD SURFACE WATER MANAGEMENT LICENSE

DRAINAGE CALCULATIONS

FOR

LAKE WORTH STATION

AT

LAKE WORTH BEACH, FL

PREPARED BY: IBI GROUP

DATE: 2022-04-05
FILE 137767



SFWMD SURFACE WATER MANAGEMENT CALCULATIONS

PROJECT NAME: LAKE WORTH STATION

PROJECT NO: 137767

DATE: 2022-04-05

Patricia F. Ramudo, PE, LEED AP
FL Reg. No. 35798

PROJECT NARRATIVE:

The project is located at 930 N G Street, Lake Worth Beach, FL / Parcel # 38-43-44-21-15-274-0080. The proposed mixed-use project includes the construction of a residential building, surface parking and site amenities. Additionally the site will include water & sewer, stormwater facilities, and sidewalk infrastructure. The South Florida Water Management District (SFWMD) requirements include analysis of the 5 Year -1 Day, 25 Year - 3 Day, 100 Year - 3 Day storm events for lower parking inlet elevation, berm and discharge rates, and finished floor elevations respectively. Furthermore, the City of Lake Worth requires the 3 Year - 1 Hour storm event be evaluated and fully retained on-site (Code of Ordinance Sec. 18-103.). According to the Eastern Palm Beach County map included in this report, the control water table is estimated at 4.50 ft NAVD. However, the geotechnical report from TSFGEO shows the water table encountered during testing is found at elevations approximately 8-9.5 feet below ground surface, March 9th, 2022. Based on average site grade of 13.8, in the vicinity of the exfiltration tests, we established the water table at elevation 5.8 ft NAVD for a much more conservative approach. The drainage system features exfiltration trench to meet the water quality and water quantity requirements. A control structure featuring a 6" inverted triangle orifice will discharge offsite to the City storm system. The summary table below provides the final pre- vs post elevations and discharge rates for all the aforementioned stormevents.

1. PROPOSED PROJECT LAND USE

TOTAL AREA AREA (ACRES)	BUILDING AREA		PERVIOUS AREA		IMPERVIOUS AREA	
	(ACRES)	%	(ACRES)	%	(ACRES)	%
1.084	0.32	29.33	0.41	37.89	0.355	32.78
1.084	0.32	29.33	0.41	37.89	0.355	32.78

Total Site Summary:

Site area (ac)	1.084	100%	
Building area (ac)	0.318	29%	
Impervious area (ac)	0.355	33%	
Pervious area (ac)	0.411	38%	1.08

2. FLOOD AND RAINFALL CRITERIA

3 year, 1 Hour **	2.60	inches	City of LW req.
5 year, 1 day storm *	7.00	inches	Parking
25 year, 3 day storm *	12.30	inches	Perimeter
100 year, 3 day storm *	16.20	inches	Finish Floor Elevation

* SFWMD - Rainfall Maps

** FDOT IDF CURVE - ZONE 10

3. COMPUTE SOIL STORAGE

	Pre-	Post-		
Control elevation **	4.50	4.50	'NAVD	<i>Palm Beach County Water Table Map</i>
Estimated Seasonal HWT Elevation	5.80	5.80	'NAVD	<i>TSF Geotech Report (03/11/2022)</i>
Average site elevation	14.40	15.25	'NAVD	<i>Topographic Survey and PGD</i>
Depth to water table	8.60	9.45	ft.	
	Pre	Post		
Available ground storage - 25% compaction	8.18	8.18	inches	
Pervious Area within the site area	1.08	0.41	acres	Open area + Pervious Concrete
Soils Storage S per SFWMD criteria	8.18	3.10	inches	

4. WATER QUALITY REQUIREMENTS

1) Based on the first 1" of runoff over total site			
Site area	1.08	acres	
Required retention	1.08	acre-in	
	0.09	ac-ft	
2) Based on 2.5 inches times percent impervious			
a) Site area (Total Project -(Building+Lake)	0.77	acres	
b) Impervious area (Site area - pervious)	0.36	acres	
c) Percent impervious	46.39%		
d) Inches to be treated (2.5" x % impervious)	1.16		
e) Req Volume (inches to be treated x(Total site -Lake)	1.26	acre-in	
Required Volume	0.10	ac-ft	

The required Water Quality Volume to be treated is : 0.10 ac-ft

If this is a project on commercial zoned land, 0.5 in. of dry retention/detention must be provided.

3) Compute pretreatment volume based on 1/2" inches of runoff			
Total site - Lake	1.08	acres	
Required pretreatment based on 1/2"	0.54	acre-in	
	0.05	acre-ft	

5. PROVIDED WATER QUALITY

a) Proposed exfiltration trenches (refer to next page)

	Required (AF)	Provided (AF)	Check	Storage Stage Met
Proposed Exfiltration Trenches		0.50		
Total Dry Water Quality	0.10	0.50	PASS	11.15
Pretreatment Volume	0.05	0.50	PASS	

6. WATER QUANTITY CRITERIA

Compute Runoff 3 Yr Storm			$Q = \frac{(P - 0.2S)^2}{P + 0.8S}$
Rainfall (P)	2.60	in	
Runoff (Q)	0.77	in	
Runoff Volume (0.07	ac-ft	$V=Q*A/12$

Fully retained on site at EL 8.38' (Refer to Stage Storage Table)

Volume Provided in Exfiltration Trenches

Exfiltration Trench Calculations

$$L = V / (K(H_2^2 W + 2H_2^2 Du - Du^2 + 2H_2^2 D_s) + (1.39 \times 10^{-4}) W Du)$$

$$V = L * (K(H_2^2 W + 2H_2^2 Du - Du^2 + 2H_2^2 D_s) + (1.39 \times 10^{-4}) W Du)$$

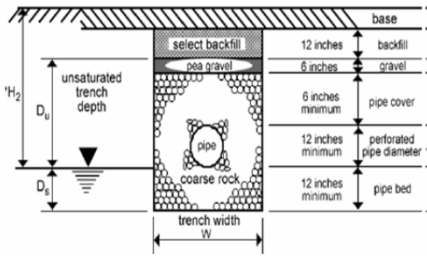
Design Information:

W = Trench Width: 10 ft
 K = Hydraulic Conductivity: 6.92E-05 cfs*sq ft-ft head (average of 2 field tests)
 H2 = Depth to Water Table: 9.00 ft
 Du = Non-Saturated Trench Depth: 8.00 ft
 Ds = Saturated Trench Depth: 0.00 ft
 L = Length provided: 260 ft

Provided Storage in Exfiltration Trenches =

5.950 ac-in

0.496 ac-ft



15 ft NAVD - Lowest Inlet Elevation at Exfil trench
Limerock base and asphalt depth = 0.75'
 14 ft NAVD - Top of Trench
 1.5 ft, Diameter of Perforated Pipe
 10.50 ft NAVD - Invert of Perforated HDPE
 6.00 ft NAVD - Bottom of Trench Elevation
 5.80 ft NAVD - High water Table Elevation

Discharge Calculations at 25 year Storm event

Pre-development discharge

	C	A	C x A	C (w avg)
Open	0.3	1.084	0.325	
Impervious	0.95	0.000	0.000	
Total		1.084		0.30

Q=CIA 2.77 cfs

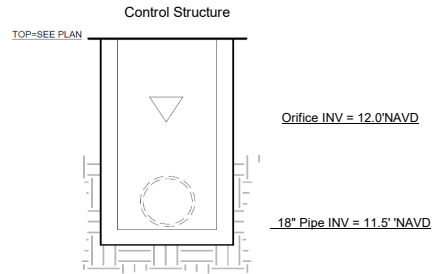
I = 8.5 in/hr *

*(FDOT IDF Curve - Zone 10)

Post-development discharge to 17th Ave

Q 0.82 < 2.77 csf Passed

Refer to Cascade Analysis for 25 Year - 3 Day storm event



Proposed Site Discharge is via a 6" inverted triangle orifice at EL 12.00 ft NAVD

Flood Routing Summary

REFER TO CASCADE ROUTINGS

Storm Event	Pre	Post	Comment
3 year - 1 Hour	13.26	9.09 ft' NAVD	fully retained on-site
5 Year - 1 day	14.37	14.04 ft' NAVD	Min Inlet EI = 15.00
25 Year - 3 day	14.86	14.37 ft' NAVD	Min Perimeter EI = 14.50
100 year - 3 day	15.16	15.95 ft' NAVD	Min FFE 16.50



Deco Green - Pre- Development Storage Analysis

Grading Criteria

	Description	Acreage ac.	Low EL ('NAVD) ft	High EL. ('NAVD) ft
A	Building	0.000	0	0
B	Pervious/Landscpae	1.084	13.70	15.10
C	Parking-Impervious	0.000	0.00	0.00

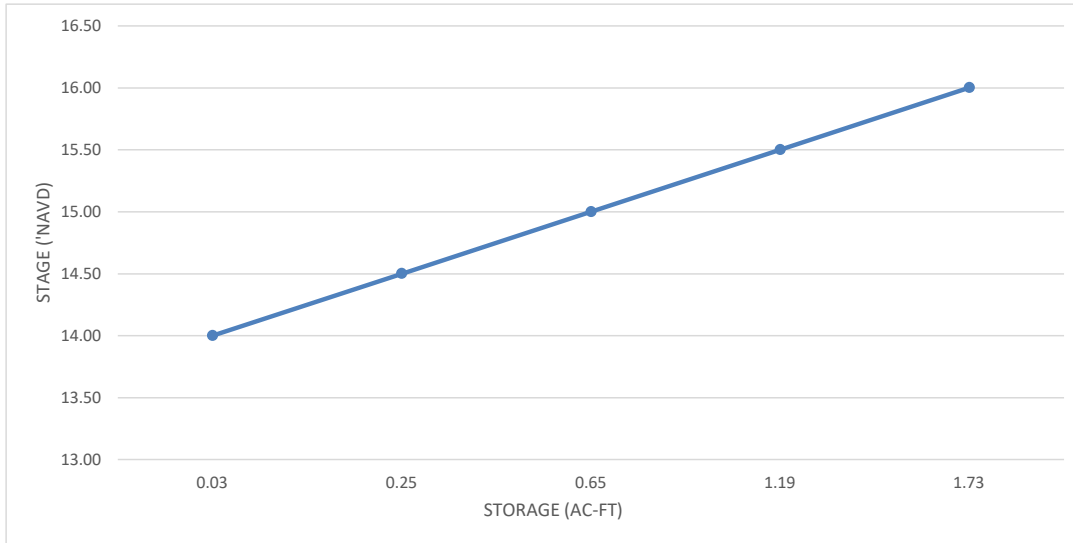
Stage Storage

Stage	Site Storage	Retention Storage	Total Storage
'NAVD	ac-ft	ac-ft	ac-ft
13.00	0.00	0	0.00
14.00	0.03	0	0.03
14.50	0.25	0	0.25
15.00	0.65	0	0.65
15.50	1.19	0	1.19
16.00	1.73	0	1.73

Note: Datum Conversion

'NGVD - 1.5'75 = 'NAVD

Stage Storage Curve Table





Deco Green- Post-Development Storage Analysis

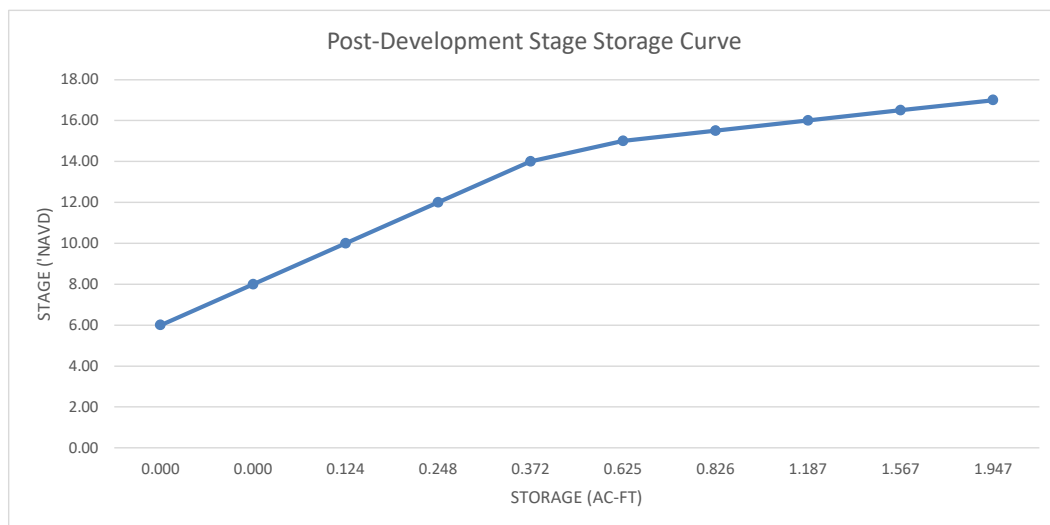
Grading Criteria

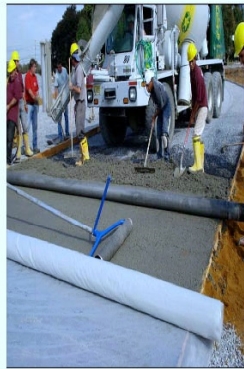
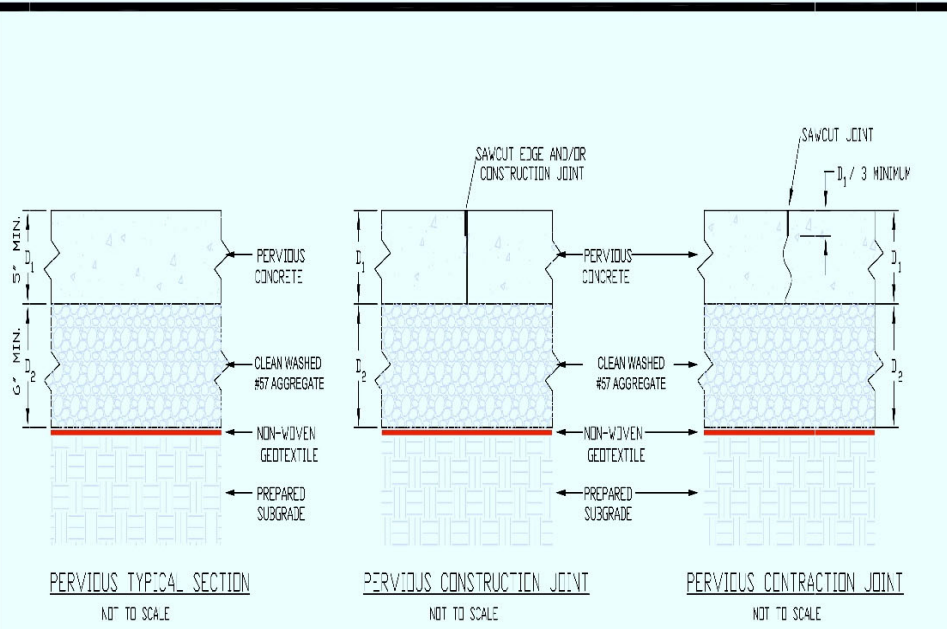
	Description	Acreage	Low EL ('NAVD)	High EL. ('NAVD)	
		ac.	ft	ft	
A	Building	0.318	0.00	0.00	
B	Parking-Impervious	0.355	15.00	16.00	
C	Pervious/Landscape	0.411	14.50	15.75	
D	Pervious Concrete	0.503	15.00	16.00	pro-rate storage in subsurface pervious concrete see perv conc analysis, volume stored =6569 cf = 0.151 af
E	Exfiltration Trench		7.00	15.00	Volume Stored = 6569 0.151 Volume Stored = 0.496 acre-feet

Stage Storage

Stage	Site Storage	Trench Storage	Perv Conc	Total Storage
'NAVD	ac-ft	ac-ft	ac-ft	ac-ft
6.00	0.00	0.00	0.00	0.000
8.00	0.00	0.000	0.000	0.000
10.00	0.00	0.124	0.000	0.124
12.00	0.00	0.248	0.000	0.248
14.00	0.00	0.372	0.000	0.372
15.00	0.04	0.434	0.151	0.625
15.50	0.21	0.465	0.151	0.826
16.00	0.54	0.496	0.151	1.187
16.50	0.92	0.496	0.151	1.567
17.00	1.30	0.496	0.151	1.947

Note: Datum Conversion
'NGVD - 1.5' = 'NAVD'





PLACEMENT



CURING

NOTES:

1. PERVIOUS CONCRETE MUST BE SUPPLIED AND INSTALLED BY NRMCA CERTIFIED PRODUCERS AND CONTRACTORS.
2. JOINTS, IF SPECIFIED, TO BE SAWCUT 48 TO 60 HOURS AFTER PLACEMENT OF CONCRETE.
3. PERVIOUS CONCRETE MUST BE COVERED WITH 6 MIL PLASTIC, SECURELY FASTENED ON THE EDGES AND ACROSS THE TOP, FOR A MINIMUM OF SEVEN (7) DAYS.
4. D1 AND D2 AS PER THE PLANS AND SPECIFICATIONS.
5. D1 HAS A 5" MINIMUM THICKNESS
6. D2 HAS A 6" MINIMUM THICKNESS

Digitally signed
PATRICIA F RAMUDO
 Date: 2022.01.04 14:49:05 -05'00'

PERVIOUS CONCRETE PAVEMENT SECTION

FOR:

SCALE: NONE
 DRAWN BY: **KMJ**
 DATE: 1/17/16

KEN JUSTICE P.E.
 SHAWNEE COUNTY
 LOCAL PAVING
 1036 WOODS LANE
 ANDERSON, IA 50002
 515.281.7116 ext. 8870
 kjustice@nrmca.org





CFN 20220034421

OR BK 33244 PG 1687
RECORDED 01/24/2022 10:04:07
AMT 1,082,385.87
Doc Stamp 7,576.80
Palm Beach County, Florida
Joseph Abruzzo, Clerk
Pgs 1687 - 1688; (2pgs)

Prepared by and return to:

John L. Marro
Marro Law, P.A.
950 S. Pine Island Road Suite A-150
Plantation, FL 33324
File Number: 21-141
Will Call No.: 9547278215

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 27 day of **December, 2021** between **Michael Adair, a/k/a Michael John Adair, individually and as The Duly Appointed Successor Trustee(s) of The John Adair Revocable Trust Under Agreement Dated August 1, 1997,** whose post office address is **123 Lake Arbor Drive, Palm Springs, FL 33461,** grantor, and **BRIDGE HOLDING LLC, a Delaware limited liability company** whose post office address is **10135 SW 75th Pl., Miami, FL 33156,** grantee:

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

Witnesseth, that said grantor, for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Palm Beach County, Florida** to-wit:

PARCELS 2 & 3:

Lots 7 and 8, Block 274, The Palm Beach Farms Co. Plat No. 2 Lucerne Townsite (now known as Lake Worth), according to the plat thereof as recorded in Plat Book 2, Page 29, Public Records of Palm Beach County, Florida.

PARCELS 4 & 5:

Lots 3, 4, 5 and 6, Block 274, The Palm Beach Farms Co. Plat No. 2 Lucerne Townsite (now known as Lake Worth), according to the plat thereof as recorded in Plat Book 2, Page 29, Public Records of Palm Beach County, Florida.

PARCEL 6:

Lot 2, Block 274, The Palm Beach Farms Co. Plat No. 2 Lucerne Townsite (now known as Lake Worth), according to the plat thereof as recorded in Plat Book 2, Page 29, Public Records of Palm Beach County, Florida.

- Parcel Identification Number:**
- 38-43-44-21-15-274-0080
 - 38-43-44-21-15-274-0070
 - 38-43-44-21-15-274-0040
 - 38-43-44-21-15-274-0030
 - 38-43-44-21-15-274-0020

Subject to taxes for 2022 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

Grantor warrants that at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of homestead property. Grantor's residence and homestead address is: 123 Lake Arbor Drive, Palm Springs, FL 33461.


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

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

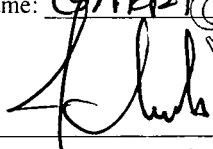
And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2021**.

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

Signed, sealed and delivered in our presence:



Witness Name: GARRY M. GLICKMAN



Witness Name: Nicolas

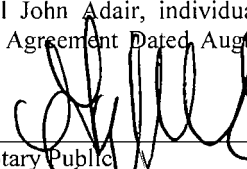
The John Adair Revocable Trust Under Agreement Dated August 1, 1997

By: Michael Adair
Michael Adair, a/k/a Michael John Adair, individually and as The Duly Appointed Successor Trustee(s) of The John Adair Revocable Trust Under Agreement Dated August 1, 1997

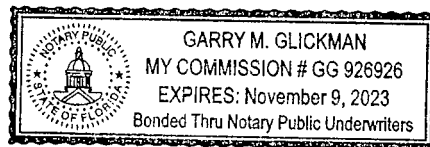
State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 27 day of December, 2021 by Michael Adair, a/k/a Michael John Adair, individually and as The Duly Appointed Successor Trustee(s) of The John Adair Revocable Trust Under Agreement Dated August 1, 1997. He is personally known or has produced a driver's license as identification.

[Notary Seal]



Notary Public
Printed Name: _____
My Commission Expires: _____



OWNER'S POLICY OF TITLE INSURANCE
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Florida corporation (the "Company") insures, as of Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

(Covered Risks continued)

In Witness Whereof, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, has caused this policy to be signed and sealed as of Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory of the Company.



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By *C. Monroe* President
Attest *David Wold* Secretary

SERIAL
OF6-8985255

(Covered Risks continued)

6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) the term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,

- (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
- (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
 - (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
 - (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
 - (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
 - (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
 - (j) "Title": The estate or interest described in Schedule A.
 - (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant

in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of the controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the Land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator (s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim whether or not based on negligence shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM


- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.
Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 400 Second Avenue South, Minneapolis, Minnesota 55401-2499, Phone: (612) 371-1111.

**Old Republic National
Title Insurance Company**

OWNER'S
TITLE INSURANCE
POLICY



**For information about coverage or
assistance in resolving complaints,
call (612) 371-1111.**

Offices at
400 Second Avenue South
Minneapolis, Minnesota 55401

Old Republic National Title Insurance Company

OWNER'S POLICY Schedule A

Policy No.:
OF6-8985255

Date of Policy:
January 24, 2022 @ 10:04 AM

Agent's File Reference:
21-141

Amount of Insurance: \$1,200,000.00

Premium: \$6,195.00

Address Reference: 906, 922, 926, & 930 N G St., Lake Worth, FL 33460

1. Name of Insured: Bridge Holding LLC, a Delaware limited liability company
2. The estate or interest in the Land that is insured by this policy is: Fee Simple as shown by instrument recorded as Document No. 20220034420 in Official Records Book 33244, Page 1685, of the Public Records of Palm Beach County, Florida and as Document No. 20220034421 in Official Records Book 33244, Page 1687, of the Public Records of Palm Beach County, Florida.
3. Title is vested in: Bridge Holding LLC, a Delaware limited liability company
4. The Land referred to in this policy is described as follows:

PARCEL 1:

Lot 10, Block 272, The Palm Beach Farms Co. Plat No. 2 Lucerne Townsite (now known as Lake Worth), according to the plat thereof as recorded in Plat Book 2, Page 29, Less that certain portion of premises as recorded in O.R. Book 1445, Page 402, Public Records of Palm Beach County, Florida.

PARCELS 2 & 3:

Lots 7 and 8, Block 274, The Palm Beach Farms Co. Plat No. 2 Lucerne Townsite (now known as Lake Worth), according to the plat thereof as recorded in Plat Book 2, Page 29, Public Records of Palm Beach County, Florida.

PARCELS 4 & 5:

Old Republic National Title Insurance Company

400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111

Agent No.: 38123

Issuing Agent:

**Marro Law, P.A.
950 S. Pine Island Road
Suite A-150
Plantation, FL 33324**



Agent's Signature

Old Republic National Title Insurance Company

OWNER'S POLICY **Schedule A (Continued)**

Policy No.:
OF6-8985255

Agent's File Reference:
21-141

Lots 3, 4, 5 and 6, Block 274, The Palm Beach Farms Co. Plat No. 2 Lucerne Townsite (now known as Lake Worth), according to the plat thereof as recorded in Plat Book 2, Page 29, Public Records of Palm Beach County, Florida.

PARCEL 6:

Lot 2, Block 274, The Palm Beach Farms Co. Plat No. 2 Lucerne Townsite (now known as Lake Worth), according to the plat thereof as recorded in Plat Book 2, Page 29, Public Records of Palm Beach County, Florida.

Old Republic National Title Insurance Company

OWNER'S POLICY Schedule B

Policy No.:
OF6-8985255

Agent's File Reference:
21-141

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. General or special taxes and assessments required to be paid in the year 2022 and subsequent years.
2. Rights or claims of parties in possession not recorded in the Public Records.
3. Any encroachment, encumbrance, violation, variation or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land.
4. Easements or claims of easements not recorded in the Public Records.
5. Any lien, or right to a lien, for services, labor or material furnished, imposed by law and not recorded in the Public Records.
6. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land(s) insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.
7. All matters contained on the Plat of The Palm Beach Farms Co. Plat No. 2 Lucerne Townsite (now known as Lake Worth), as recorded in Plat Book 2, Page 29, Public Records of Palm Beach County, Florida.
8. Easement Agreement between John Adair and the City of Lake Worth recorded in O.R. Book 10198, Page 459, Public Records of Palm Beach County, Florida. (As to PARCEL 1)
9. Reservations in favor of the State of Florida, as set forth in the deed from the Trustees of the Internal Improvement Fund of the State of Florida recorded June 9, 1978, under O.R. Book 2874, Page 878, Public Records of Palm Beach County, Florida; however, the right of entry and exploration associated with the oil and mineral reservation has been released pursuant to Sec. 270.11, F.S. (As to Lot 3, 4, and 5, Block 274)
10. Mortgage in the sum of \$1,150,000.00 from BRIDGE HOLDING LLC, a Delaware limited liability company to T&G Investment Partners LLC dated 1/20/2022 and recorded 1/24/2022 in Official Records Book 33244, Page 1689, as Document No. 20220034422 of the Public Records of Palm Beach County, Florida.

ALTA ENDORSEMENT 9.1-06
RESTRICTIONS, ENCROACHMENTS, MINERALS - OWNER'S POLICY - UNIMPROVED LAND
(With Florida Modifications)

Old Republic National Title Insurance Company

Endorsement No. 1 to Policy No. **OF6-8985255**

The insurance provided by this endorsement is subject to the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

The Company insures the insured against loss or damage sustained by reason of:

1. The existence, at Date of Policy, of any of the following unless expressly excepted in Schedule B.
 - (a) Present violations on the land of any enforceable covenants, conditions or restrictions.
 - (b) Any instrument referred to in Schedule B as containing covenants, conditions or restrictions on the land which, in addition, (i) establishes an easement on the land, (ii) provides for an option to purchase, a right of first refusal or the prior approval of a future purchaser or occupant; or (iii) provides a right of reentry, possibility of reverter or right of forfeiture because of violations on the land of any enforceable covenants, conditions or restrictions.
 - (c) Any encroachment onto the land of existing improvements located on adjoining land.
 - (d) Any notices of violation of covenants, conditions and restrictions relating to environmental protection recorded or filed in the public records.
2. Damage to buildings constructed on the land after Date of Policy resulting from the future exercise of any right existing at Date of Policy to use the surface of the land for the extraction or development of minerals excepted from the description of the land or excepted in Schedule B.

Wherever in this endorsement the words "covenants, conditions or restrictions" appear, they shall not be deemed to refer to or include the terms, covenants, conditions or limitations contained in an instrument creating a lease.

As used in paragraph 1(a) the words "covenants, conditions or restrictions" shall not be deemed to refer to or include any covenants, conditions or limitations relating to environmental protection.

The failure to expressly except any matter delineated in paragraphs 1(a), (b) or (d) of this endorsement constitutes the Company's agreement to indemnify against loss or damage resulting from any matters delineated in paragraphs 1(a), (b) or (d) only and provides no coverage for any other matters set forth in the covenants, conditions and restrictions.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Marro Law, P.A.
Name of Agent

38123
Agent No.



Agent's Signature

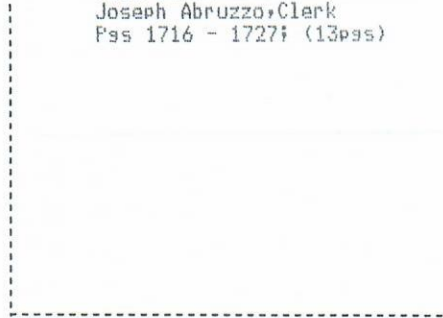
By **Old Republic National Title Insurance Company**
Carolyn Monroe
President



CFN 20220034424

DR BK 33244 PG 1716
RECORDED 01/24/2022 10:04:07
Palm Beach County, Florida
Joseph Abruzzo, Clerk
Pgs 1716 - 1727; (13pgs)

DOCUMENT COVER PAGE



(Space above this line reserved for recording office use)

Document Title: RESTRICTIVE COVENANT
(Mortgage, Deed, Etc.)

Return Document To / Prepared By:
MARRO LAW PA
950 S PINE ISLAND RD, SUTE A-150
PLANTATION, FL 33324

Rule 2.520 (d) On all ... documents prepared ...which are to be recorded in the public records of any county ... a 3 - inch by 3 - inch space at the top right-hand corner on the first page and a 1 - inch by 3 - inch space at the top right-hand corner on each subsequent page shall be left blank and reserved for use by the clerk of court.

MASTER DECLARATION OF RESTRICTIVE COVENANTS
FOR THE PALM BEACH COUNTY WORKFORCE HOUSING PROGRAM
IN ACCORDANCE WITH THE PALM BEACH COUNTY
UNIFIED LAND DEVELOPMENT CODE (RENTAL DEVELOPMENT)

THIS DECLARATION OF RESTRICTIVE COVENANTS (the "Covenant"), IN ACCORDANCE WITH THE PALM BEACH COUNTY WORKFORCE HOUSING PROGRAM (WHP), is made by and executed this 14 day of January 2022, by Bridge Holding LLC (the "Declarant") for Lake Worth Beach Station, located at 930 North G Street, Lake Worth Beach, Florida.

Declarant is the Owner of that certain property which is described in Exhibit "A", attached hereto and made a part hereof (the "Property"). Declarant has agreed to execute and record this Covenant whereby the units described in Exhibit "B", attached hereto and made part hereof, shall be owned, held, transferred, sold, conveyed, leased, used, occupied, mortgaged, or otherwise encumbered, by and subject to the provisions and restrictions of this Covenant.

1. Definitions: In this Covenant, the following words and phrases shall have the meaning indicated, unless the context requires otherwise.
 - a. "Compliance Period" means a period of thirty (30) years (non-recurring) commencing from the date of occupancy of the first WHP Unit. In the event the Development containing Required WHP Units is sold prior to expiration of the thirty (30) year term, the new Owner assumes the requirement for the number of remaining years as of the date of sale (other than a foreclosure sale of an Eligible Mortgage or a deed in lieu of foreclosure transfer).
 - b. "County" means Palm Beach County, a political subdivision of the State of Florida.
 - c. "Declarant" means Bridge Holding LLC, and its successors or assigns, including any or all successors or assigns holding an interest in a Required WHP Unit. This does not include any Institutional Lender holding an interest in a Required WHP Unit or any interest in the Property or any Resident who holds an interest under its Lease.
 - d. "Development" means the residential development in Palm Beach County, Florida, to be known as Lake Worth Beach Station, located at 930 North G Street, Lake Worth Beach, Florida
 - e. "Eligible Household" means a household with a total income within the following income categories: Low (>60 to 80%), Moderate 1 (>80 to 100%), Moderate 2 (>100 to 120%) and Middle (>120 to 140%) calculated as percentages of the Median Family Income (MFI) for Palm

Beach County, as published annually by the United States Department of Housing and Urban Development (HUD).

- f. "Eligible Mortgage" means any mortgage, deed of trust, or other security instrument held by an Institutional Lender.
- h. "Institutional Lender" shall mean a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, an agency of the United States Government, mortgage banker, credit union or any other lender generally recognized as an institutional lender, or any assignee or designee thereof, that is independent from the Owner.
- i. "Lease" means a written lease agreement conveying the right to the regular, exclusive occupancy of a unit including any Required WHP Unit in the Development by a person or persons other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument.
- j. "Lease Addendum" means the document executed and notarized by the Resident and Owner, and forwarded to the Monitoring Entity, at the time of initial lease execution, providing income information and qualifying the household as an Eligible Household.
- l. "Monitoring Entity" shall mean the Palm Beach County Administrator, his/her designee or another department or other entity assigned the responsibility by the Palm Beach County Administrator.
- m. "Owner" means the record title holder of the Development containing Required WHP Units, but specifically not including (i) any Institutional Lender, (ii) any holder or beneficiary of a mortgage or other form of security instrument affecting title to the Required WHP Units, (iii) any party acquiring title to the Property through a foreclosure sale of an Eligible Mortgage or a deed in lieu of foreclosure transfer of ownership. Declarant shall be deemed to be the Owner of the Development containing Required WHP Units until such time as Declarant conveys fee title of such Development containing Required WHP Units to another Owner.
- n. "Rental Floor" means the WHP rental price range in effect for each rental unit's income category at the time of approval of the Development.
- o. "Required Workforce Housing Program (WHP) Units" means those units within the Development for which the income and rent restrictions set forth in this Covenant shall be recorded in accordance with the provision of Section 6 of this Covenant, pursuant to Article 5.G.1 of the Unified Land Development Code. The number of Required WHP Units and the

income and rent categories of each unit are identified in Exhibit "B", attached hereto and made a part hereof.

p. "Resident" means any person other than an Owner occupying all or any portion of any Required WHP Unit in the Development pursuant to a Lease.

2. Exchange Option and Number of Required Workforce Housing Units: The thirty-nine (39) WHP units subject to this covenant are provided by the Declarant at the Lake Worth Beach Station Development pursuant to Section 5.G.1.C.4.b.2. Offsite Option 2 – Offsite Construction/Exchange Builder of the Unified Land Development Code, in an Exchange transaction between the Declarant and GL Homes.

Per Section 5.G.1.C.4.b. of the Unified Land Development Code, any for-sale developments that opt to provide the Required WHP units as off-site rentals shall have a WHP obligation of 1.5 times the number of Required WHP units.

Thirty-eight (38) of the Required WHP units subject to this covenant address the obligation associated with 25 of the 53 WHP units required for the Boca Raton Municipal Golf Course Development, Control Number 1981-00019. The County agrees that the remaining Workforce Housing Unit subject to this Covenant shall be available to use and receive credit on a future residential development by GL Homes to be located in Palm Beach County, Florida, as approved in connection with the approval of such other developments.

3. Occupancy of Required Units: The Owner is obligated to provide all of the Required WHP Units within the Development. The particular units which are designated as Required WHP Units may vary from time to time as long as there are the required number of WHP Units within the development, allocated within the income ranges identified herein. The Required WHP Units shall be leased and occupied only by Eligible Households.
4. Certification of Eligible Households: Owner shall obtain documentation of eligibility (meeting income standards as defined in this Covenant) prior to entering into a Lease for any Required WHP Unit. The Owner shall require at initial Lease execution that the Resident and the Owner execute a Lease Addendum certifying the household income as an Eligible Household. This addendum shall serve as the income verification information qualifying the Resident for occupancy of the Unit.

Said addendum shall be notarized. The Owner shall forward the notarized addendum to the Monitoring Entity within ten (10) business days of execution of the Lease. The Monitoring Entity shall advise Owner of sufficiency of Lease Addendum within ten (10) business days of receipt.

Owner shall not require consent or approval of the Monitoring Entity prior to entering into a Lease. The Owner may substitute another unit if one of the tenants is deemed ineligible.

5. Rents: Rent ranges for Required WHP Units shall be published annually by the County based upon the annual "Florida Housing Finance Corporation Family Rental Programs" schedule published annually by Florida Housing Finance Corporation, and shall take into account the number of bedrooms contained in each unit. In the event the Florida Housing Finance Corporation Family Rental Program schedule is no longer published, Palm Beach County will use an alternative source employing a similar formula. Owner shall have the right during the term of the Compliance Period to set rents for the Property for each income category anywhere between the low and top end of the rent range published for that year for the income category and bedroom count. The Owner shall have the right to lease a Required WHP Unit in a higher income category to a lower income Resident provided the Owner assesses rent that does not exceed the Resident's income category.

6. Utility Allowance: Owner may choose to include one or more utilities in the rent. Required WHP Units that do not include utilities must provide a utility allowance in the form of a rent reduction as follows: \$50.00 per month for one (1) or two (2) bedroom units, \$75.00 per month for three (3) or four (4) bedroom units. When one or more utility cost(s) are included within the WHP rent, and reasonable, reliable and verifiable documentation is provided that indicates the total utility cost included within the WHP rent meets or exceeds the stated utility allowance cost, then the utility allowance requirement would be waived. If the utility costs are less than the prescribed utility allowance, the difference shall be credited to the WHP Resident. For purposes of this provision utilities shall include, but not be limited to, water, sewer, gas and electric.

7. Rental Floor: A floor on monthly rents shall be established as follows:

2021 WHP Rental Floor Rents

Income %	Studio	1 BR	2 BR	3 BR	4 BR
60% - 70%	\$ 900 - 1,050	\$ 963 - 1,124	\$1,156 - \$1,349	\$1,335 - \$1,558	\$1,489 - \$1,738
>70% - 80%	\$1,050 - \$1,200	\$1,124 - \$1,285	\$1,349 - \$1,542	\$1,558 - \$1,781	\$1,738 - \$1,986
>80% - 90%	\$1,200 - \$1,350	\$1,285 - \$1,446	\$1,542 - \$1,735	\$1,781 - \$2,004	\$1,986 - \$2,235
> 90% - 100%	\$1,350 - \$1,500	\$1,446 - \$1,606	\$1,735 - \$1,928	\$2,004 - \$2,226	\$2,235 - \$2,483
>100% - 110%	\$1,500 - \$1,650	\$1,606 - \$1,767	\$1,928 - \$2,121	\$2,226 - \$2,449	\$2,483 - \$2,731
>110% - 120%	\$1,650 - \$1,800	\$1,767 - \$1,927	\$2,121 - \$2,313	\$2,449 - \$2,671	\$2,731 - \$2,979

>120% - 130%	\$1,800 - \$1,950	\$1,927 - \$2,088	\$2,313 - \$2,506	\$2,671 - \$2,894	\$2,979 - \$3,227
>130% - 140%	\$1,950 - \$2,100	\$2,088 - \$2,248	\$2,506 - \$2,698	\$2,894 - \$3,116	\$3,227 - \$3,475

Notwithstanding anything else contained in this Covenant, if rent ranges published annually by the County fall below the Rental Floor provided above, Required WHP Units are not required to be rented at a price below the established Rental Floor, though an owner may opt to do so.

8. Recording and Term of Covenant: This Covenant shall be recorded prior to the issuance of the first building permit for the Development and the Compliance Period shall commence upon occupancy of the first Required WHP Unit and shall expire thirty (30) years (non-recurring) thereafter. In the event the Development containing Required WHP Units is sold prior to expiration of the thirty (30) year term (other than as a result of a foreclosure sale of an Eligible Mortgage or deed in lieu of foreclosure transfer of ownership), the new Owner assumes the requirement for the number of remaining years for the WHP Compliance Period as of the date of sale.

If the Development is converted into a condominium or other "for sale" project (other than by a subsequent Owner after a foreclosure sale of an Eligible Mortgage or deed in lieu of foreclosure transfer of Ownership), then prior to entering into the first contract for the sale of a Required WHP Unit as a "for sale" unit, the Owner of the Development shall enter into a new Covenant for a "for sale" project in accordance with the current restrictions for such units as established by the Monitoring Entity and shall require all purchasers to abide by the restrictions.

9. Restriction: Declarant shall include in every lease for a Required WHP Unit, a restriction stating as follows:

"This unit is to be leased to and occupied by an Eligible Household, in accordance with the MASTER DECLARATION OF RESTRICTIVE COVENANTS FOR THE PALM BEACH COUNTY WORKFORCE HOUSING PROGRAM recorded in OR Book ___ and Page ___ of the Public Records of Palm Beach County, Florida. Owner is obligated to verify income and submit to the Monitoring Entity the Lease Addendum signed by the Resident and Owner properly notarized certifying the Resident as an Eligible Household as required under this Covenant. Income verification information may include (i) W-2 (ii) copy of Resident's pay stub (iii) banking information, or similar types of financial information as deemed reasonably necessary by Owner to ensure the Resident is an Eligible Household as provided for in this Covenant. False or fraudulent or misleading income information submitted by a Resident when applying to live in a unit is grounds for a lease or rental termination, rescission and/or eviction. The Monitoring Entity shall have the right to inspect and monitor the use of this unit to insure compliance with

this Covenant, and the Resident is obligated to provide income and other related information to the County upon request. Owner shall have the right to set rents up to the top of the rent range for the lease year, based on the unit bedroom count and the income category determined at the time of initial lease. “

10. Compliance:

- a. The Owner of the Development shall disclose the terms of this Covenant to any subsequent owners, successors and assigns, in any and all sales documents, agreements, lease agreements, etc. and in deeds, leases or other instruments conveying an interest in the Development. It is further agreed that the covenants and restrictions herein are for public purposes, but only made for the benefit of the County, its successors, and/or assigns, and no third party shall have enforcement rights hereunder.
- b. Should amendment(s) be made to the Workforce Housing Program during the term of this Covenant, the Owner shall have the right but not the obligation to request changes to this Covenant. The Monitoring Agency agrees to work with the Owner to amend this Covenant through all necessary and normal procedures, which are subject to the approval of the County, at its sole and absolute discretion.

11. Monitoring and Annual Reporting for Required WHP Units: The Owner of this Development, its successors and assigns, shall furnish to the Monitoring Entity such information about the Required WHP Units as the County may reasonably request at each occasion of change in occupancy, including, but not limited to, the identity of the Eligible Household, the identity of the occupants, and the Lease Addendum signed and certified by the Resident and the Owner certifying the household income as collected by the Owner at the time of leasing (but in no event other private financial information of Residents) all for the purposes of assuring compliance with this Covenant. The owner shall only be required to collect such income information as deemed reasonably necessary by the Owner to ensure the Resident is an Eligible Household as provided for in this Covenant.

During the Compliance Period, the Owner of the Development containing Required WHP Units shall provide to the Monitoring Entity an annual report detailing compliance with the terms of this Covenant. The annual report shall be on a form or forms provided by the Monitoring Entity and shall contain sufficient information and documentation to prove the compliance of each Required WHP Unit with the terms of this Covenant. At minimum, the Annual Report shall include:

- a. For each required WHP Units, the unit number, the number of bedrooms, and the Income Category;
- b. The Resident of each Required WHP Unit, date of occupancy, and household income at time of occupancy;
- c. For Residents assuming occupancy in the year prior, confirmation that the Owner certified the income eligibility of the Eligible Household occupying the Required WHP Unit at the time of occupancy and provided the lease addendum to the Monitoring Entity;
- d. The monthly rental rate, utility allowance, and other charges or credits, if any, applied to each Required WHP Unit, consistent with the requirements of the Covenant; and,
- e. The name and contact information of the property manager employed by the Owner of this Development, identifying any change from the previous year's report.

The Monitoring Entity shall be provided the right to enter the management office for the purposes of reviewing Residents' files to ensure the Owner is in compliance with the provisions of this Covenant. All records shall be maintained within Palm Beach County and be available during normal business hours. The County shall have the right to copy any records related to performance of compliance with this Covenant. If the Monitoring Entity determines that the household occupying a Required WHP Unit is not an Eligible Household or is deemed eligible but not within the identified income category, then the Monitoring Entity shall notify the Owner of that determination. The Owner may substitute another unit meeting the requirements of Exhibit B if household is deemed ineligible.

12. Covenant to Run with the Land: It is intended and agreed that this Covenant and the restrictions contained in this Covenant shall run with the land constituting the Property and shall be binding upon any subsequent owner(s) of the Property, its successors and assigns for the benefit of and shall be enforceable by the County and its successors and assigns, and shall be binding on all parties and all persons claiming under it for the Compliance Period of this Covenant, provided however, that this Covenant shall be junior, subordinate and inferior to the lien of a holder of any first mortgage on the Development and in the event of a foreclosure sale by such holder or a deed in lieu of foreclosure transfer of ownership (or its successors or assigns) the terms of this Covenant shall be extinguished as follows.

- a. Third Party Notice Provision - Right of First Refusal: The Declarant/Owner shall require all loan/financing documentation for this Development to contain a provision that at the initiation of any formal foreclosure proceedings, the lender shall provide the County with a Notice of Pending Foreclosure, in order to provide the County the right to cure, or assume the loan within ninety (90) days of receipt of this Notice, in order to protect the County's investment in this Development. Notwithstanding anything contained herein to the contrary, Lender shall not

be obligated to remain at a standstill during the notice period and shall have the right to prosecute its claim against Owner but Lender shall not have the right to finalize its foreclosure proceedings or accept a deed in lieu of foreclosure transfer of ownership until expiration of the ninety (90) days day notice period. This notice shall be provided to both the Executive Director, and the Director of Planning, Palm Beach County Planning, Zoning, and Building Department, 2300 N. Jog Road, West Palm Beach, Florida, 33411-2741 .

- b. Should the ninety (90) days Right of First Refusal time frame pass, the applicable affordability restrictions will terminate only if the lender (holder of a first mortgage) is an Institutional Lender, and upon occurrence of any of the following termination events: (1) foreclosure of an Eligible Mortgage, (2) transfer by deed in lieu of foreclosure of an Eligible Mortgage, or (3) assignment of an FHA insured mortgage to HUD.

13. Further Assurances: The County shall from time to time, within a reasonable response time consistent with the public records statute, after a written request from an Institutional Lender, execute, acknowledge and deliver a statement (i) certifying that this Covenant is unmodified and in full force and effect or, if modified, stating the nature of such modification and certifying that this Covenant as so modified, is in full force and effect, (ii) acknowledging that there are not, to the County's knowledge, any uncured defaults, or specifying such defaults if any are claimed, and (iii) certifying such other matters as such Institutional Lender may reasonably request.

The County shall, upon request of any Institutional Lender, execute and deliver such further documents, agreements, and/or information as necessary to effectuate the subordination of this Covenant to any Eligible Mortgage provided that the County determines the form and content of such documents is legally sufficient and is consistent with this Covenant.

14. Modifications: This Covenant shall not be extinguished, enlarged, modified, or replaced except with written authorization of the Board of County Commissioners of Palm Beach County and the Declarant.

15. Fair Housing: The Declarant, the County and the Owners of the Development containing Required WHP Units and their successors and assigns, agree that the leasing of all Required WHP Units shall be conducted in conformity with federal, state, and local Fair Housing Laws.

16. Enforcement: The County, its successors or assigns, in the event of the occupancy or vacancy of any Required WHP Unit in violation of the provisions hereof, shall be entitled to seek any relief available including, but not limited to, seeking specific performance of the provisions hereof, injunctive relief, rescission of any unauthorized sale or lease, Palm Beach County code

enforcement, and tolling of the Compliance Period. The Monitoring Entity shall have the right to inspect and monitor the use of the Required WHP Units to insure compliance with this Covenant. In any action required to enforce the provisions of this Covenant, each party shall be responsible for their own attorneys' fees and other costs of bringing the action.

17. County Review: Compliance with the Covenant is subject to audit by the Palm Beach County Internal Auditor and subject to review by the Palm Beach County Inspector General.
18. Severability and Conflicts: In the event of any conflict between this Covenant and any other agreement entered into by the Owner, this Covenant shall control. Should any provision of this Covenant be found invalid or unenforceable by a court of competent jurisdiction, said invalidity, unenforceability or ineffectiveness shall not affect the validity of the remaining provisions which shall remain in full force and effect.
19. Reports: All notices and reports required hereunder shall be sent to the following addresses or a subsequent address as it may from time to time be changed: Planning Director, Palm Beach County Planning Division, Vista Center Building, 2300 N. Jog Road, West Palm Beach, Florida 33411-2741. To the Declarant/Owner: Bridge Holding LLC, 10135 SW 75 PL. Miami, FL 33156 .
20. Recorded in the Public Records: This Covenant shall be recorded in the Official Public Records of Palm Beach County within five (5) days of execution of this Covenant. A copy of the recorded Covenant shall be provided to the Planning Director, Palm Beach County Planning Division, Vista Center Building, 2300 N. Jog Road, West Palm Beach, Florida 33411-2741.
21. Jurisdiction and Venue: The jurisdiction of any action regarding this Covenant shall be in the State of Florida. Venue of any court proceeding to enforce this Covenant shall be in Palm Beach County, Florida.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 14th day of January, 2022. Undersigned has executed this instrument on the date first above written.

Signed, Sealed, and Delivered in the presence of:

Declarant:

[Handwritten Signature]
(Witness Signature)

[Handwritten Signature]
By:

Kelly Regalado
(Print Name)

Name: Ricardo Hernandez

[Handwritten Signature]
(Witness Signature)

Bridge Holding LLC
Title: Manager

Eylen K. Basales Escalona
(Print Name)

Date: 01/14/2022

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence, this 14 day of January 2022 by Ricardo Hernandez, as Manager for Bridge Holding LLC who is personally known to me.



KELLY REGALADO
Commission # GG 197452
Expires June 24, 2022
Bonded Thru Budget Notary Services

[Handwritten Signature]
(Notary Signature)

Print Name: Kelly Regalado
Notary Public, State of: Florida
Serial Number, if any: _____
My commission expires: 06/24/2022

Exhibit A

LEGAL DESCRIPTION

PARCELS 2 & 3:

LOTS 7 AND 8, BLOCK 274, THE PALM BEACH FARMS CO. PLAT NO.2 LUCERNE TOWNSITE (NOW KNOWN AS LAKE WORTH), ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCELS 4 & 5:

LOTS 3, 4, 5, AND 6, BLOCK 274, THE PALM BEACH FARMS CO. PLAT NO.2 LUCERNE TOWNSITE (NOW KNOWN AS LAKE WORTH), ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 6:

LOT 2, BLOCK 274, THE PALM BEACH FARMS CO. PLAT NO.2 LUCERNE TOWNSITE (NOW KNOWN AS LAKE WORTH), ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

Exhibit B

REQUIRED WORKFORCE HOUSING PROGRAM UNITS

39 TOTAL WORKFORCE HOUSING UNITS, TO BE PROVIDED IN THE FOLLOWING INCOME CATEGORIES:

LOW CATEGORY: 9 UNITS
MODERATE 1 CATEGORY: 10 UNITS
MODERATE 2 CATEGORY: 10 UNITS
MIDDLE CATEGORY: 10 UNITS



STATE OF FLORIDA - PALM BEACH COUNTY
I hereby certify that the
foregoing is a true copy
of the record in my office

THIS 24 DAY OF Jan, 20 22

JOSEPH ABRUZZO
CLERK OF THE CIRCUIT COURT & COMPTROLLER

By: *Joseph Abruzzo*
Deputy Clerk

PLANNING AND ZONING BOARD REPORT

PZB Project Number 22-00900002 (Ordinance 2022-15): Consideration of a Mixed Use Urban Planned Development, Major Site Plan, Conditional Use Permit (CUP), and Sustainable Bonus Incentive Program (SBIP) requests for the project commonly referred to as “Lake Worth Station” located at 930 N G Street to construct a 5-story, 81 dwelling unit mixed use development with 39 multi-family units proposed to qualify as workforce housing and office space. The sustainable bonus request is for additional density and height. The property is zoned Transit Oriented Development – East (TOD-E).

Meeting Date: August 03, 2022

Revised August 22, 2022

Property Owner: Ricardo Hernandez - Bridge Holding, LLC

Applicant: Ricardo Hernandez - Bridge Holding, LLC

Project Manager: Patricia Ramudo – IBI Group

Address: 930 N G Street

PCNs:

38-43-44-21-15-274-0080; 38-43-44-21-15-274-0070;
 38-43-44-21-15-274-0040; 38-43-44-21-15-274-0030;
 38-43-44-21-15-274-0020

Size: 1.084 Acre Lot

General Location: Northwest corner of 10th Avenue and North G Street

Existing Land Use: Vacant

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

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

Location Map



RECOMMENDATION

The documentation and materials provided with the application request were reviewed for compliance with the applicable guidelines and standards found in the City of Lake Worth Beach Land Development Regulations (LDRs), and for consistency with the Comprehensive Plan and Strategic Plan. The proposed Mixed Use Urban Planned Development, Major Site Plan, and Conditional Use is consistent with the Comprehensive Plan, Strategic Plan, and LDRs, as conditioned, and, therefore, a **recommendation of approval with conditions** is provided to the Planning and Zoning Board. The conditions are located on page 9 of this report.

PROJECT DESCRIPTION

The applicant, Ricardo Hernandez - Bridge Holding, LLC, is requesting approval of the following Lake Worth Station located at 930 North G Street:

- A **Mixed Use Urban Planned Development** request to construct an approximately 5-story, 81-unit multi-family residential structure, two office spaces, and additional site improvements.
- **Major Site Plan** for the development of mixed-use development in excess of 7,500 square feet.
- A **Conditional Use Permit** request to develop a multi-family residential use structure greater than 7,500 square feet.
- A **Sustainable Bonus** request for additional density and height.

The Applicant is proposing a mixed-use development on a 1.084-acre vacant lot with the purpose of improving the area while contributing to the commercial, residential, and recreational uses surrounding the area. The proposed mixed-use project includes the construction of a five-story building, surface parking and site amenities, to serve 81 multi-family residential units and 2 offices (accessory leasing office and co-work office space open to the public). Of the 81 residential units, 63 will be 1-bedroom units and 18 will be 2-bedroom units. Thirty-nine (39) of the 1-bedroom units have been designated as workforce housing through the PBC Workforce Housing program. The concept behind this project is intended to provide a mixed-use development with an open plaza to serve the residents and businesses, as well as the community. The proposed mixed-use project of residential and office will ensure compatibility with the surrounding mixed uses that promote walkable and interconnected uses with a mix of densities and intensities and access to transit, bicycle, pedestrian, and other modes of transportation.

COMMUNITY OUTREACH

Staff has not received any letters of support or opposition for this application.

BACKGROUND

Below is a summary of the property based on Palm Beach Property Appraiser's records and City records:

Construction: Currently, there are no existing structures on the site.

Use: The property's existing use is vacant.

Code Compliance: There are no active code case on the subject site.

ANALYSIS

Consistency with the Comprehensive Plan and Strategic Plan

The subject site has a Future Land Use (FLU) designation of Transit-Oriented Development (TOD). Per policy 1.1.1.8, the land use category is intended to promote compact, mixed-use development near proposed or existing transportation infrastructure to encourage diversity in the way people live, work and commute. The maximum density of permitted residential development is 60 dwelling units per acre. The preferred mix of uses area-wide is 75% residential and 25%*

non-residential. All buildings are required to provide transitional buffering and design features to mitigate impact of the TOD sites adjacent to residential zoning districts.

* Excludes sustainable bonus incentives per FLUE Policy 1.2.3.4

The City's Strategic Plan focuses on fostering safer neighborhoods, encouraging community pride, building a vibrant and diverse economy, planning for the future, and enhancing the natural, historic, and cultural environment of the City. Pillar II and Pillar IV of the Strategic Plan state that the City shall achieve strengthening Lake Worth Beach as a community of neighborhoods and navigating towards a sustainable community. Pillars II.A, II.B, IV.A, and IV.E of the Strategic Plan state that the City shall diversify housing options, continue crime reduction and prevention in achieving a safe, livable and friendly community, achieve economic and financial sustainability through a versatile and stable tax base, and ensuring facility placement, construction and development that anticipates and embraces the future. The proposed multifamily building, office component and associated site improvements will contribute towards the City's Pillars II.A, II.B, IV.A, and IV.E of the Strategic Plan.

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

Consistency with the Land Development Regulations

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

Analysis: The proposed Mixed Use Urban Planned Development was reviewed for compliance with Section 23.3-25. The subject planned development is requesting to waive or relax base zoning district requirements in two (2) areas of the LDRs. The applicant has requested to reduce the west side setback from 10 feet to 9 feet to allow for a more substantial landscape buffer on the east side (alley side) of the property while maintaining parking lot travel lane widths and turn radii. The applicant is also requesting to reduce the living area for one-bedroom units from required minimum 600 square feet to 584 square feet, or a reduction of 16 ft (2.67%). The applicant has stated that they are requesting that reduction in support of the proposed workforce housing. Policy 3.1.2.2 of the Housing & Neighborhood Element in the Comprehensive Plan allows for a 15% reduction in living area requirements for affordable and workforce housing. The project also features approximately 1,700 sf of common area on the 5th floor for residents. The applicant will pursue the required unity of control for the petition, and has provided the required supporting information and development plans that comprise the master development plan. The proposal meets the minimum site area requirement of 0.5 acres. Outdoor storage is not proposed. The project planned development meets all land development requirements.

Transit Oriented Development – East (TOD-E): Per LDR Section 23.3-19(a), the TOD-E transit-oriented development east district is designed for the areas around the FEC railroad tracks and desired future locations for intra-city, light rail transit, specifically Lake Avenue, Lucerne Avenue, 1st Avenue South, 10th Avenue North and 9th Avenue South. The TOD-E district is intended to promote compact, mixed-use development, including multiple-family residential, office and retail, near proposed or existing transportation infrastructure. The TOD-E district is also intended to encourage arts, entertainment and cultural activities in the city. The establishment of certain uses is subject to conditional use review to ensure they will not create excessive problems for through traffic, or have a negative impact on nearby residential areas or the commercial viability of their neighbors. The district implements in part the mixed-use land use category of the Lake Worth Comprehensive Plan.

The table and topic area analysis below evaluate the proposed site features and the project's compliance with the Code, including requests to waive or relax base zoning district requirements as permitted in planned developments and factoring in the Sustainable Bonus incentives, Planned Development incentives, and the Comprehensive Plan maximums:

Development Standard		Base Zoning District Transit Oriented Development - East (TOD-E)	Mixed-Use Urban Planned Development in TOD-E w/ Sustainable Bonus Incentive Program(SBIP)	Provided
Lot Size (min) In square feet (sf)		13,000 sf	0.5 acres min	1.084 acres
Lot Width (min)		100'	100'	135'
Setbacks	Front (min)	10'	18'-22' ¹	18'
	Rear (min) ²	34'	42'-46' ¹	83'
	Street Side (min) – west (North G Street)	10'	10'	9'³
	Alley Side (min) – east	0'	0'	69'
Impermeable Surface Coverage (maximum)		65%	65%	62%
Structure Coverage (max)		50%	60%	29%
Density (max)		40 du/acre (43 units)	75 du/acre ⁴ (81.3 units)	74.72 du/acre (81 Units)
Building Height (max)		30' (max. 2 stories)	68.75' ⁴ (30' Plus 25' = 55' x 1.25)	54'10" 5-stories total
Maximum Wall Height at Side Setback		30'	45'	45'
Floor Area Ratio (FAR) (max)		1.1	3.313 ⁴	1.43
Living Area (minimum)	Studio	400 sf	400 sf	NA
	One- bedroom units	600 sf	600 sf	584⁵ sf 2.67% reduction (16 sf)
	Two- bedroom units	750 sf	750 sf	891 sf

	Three-bedroom units	900 sf	900 sf	NA
Parking		130.5 spaces	98 ⁶	98
Flood Zone / Wellfield Zone		Flood Zone X not in floodplain / Wellfield Zone 4	NA	NA
1. Additional height and stories setback for sustainable incentive: buildings in excess of thirty (30) feet in height in addition to sustainable incentive shall provide an additional front and rear setback of between eight (8) and twelve (12) feet to the minimum required front and rear setbacks.				
2. 15 ft. or 10% of lot depth when next to residential zoning district.				
3. Applicant has requested to reduce the side setback on the west side setback from 10 feet to 9 feet				
4. Per Policy 1.2.3.4 of the Comprehensive Plan's Sustainable Bonus, allowing for a 25% bonus in density, intensity and height over Table 1 for urban planned developments less than 2 acres.				
5. Applicant has requested to reduce the living area for one-bedroom units from 600 square feet to 584 square feet, or 16 sf (2.67%). A 15% reduction living area is permitted for workforce housing per Policy 3.1.2.2 of the Housing & Neighborhood Element in the Comprehensive Plan.				
6. A 25% parking reduction for mixed use projects was requested per LDR Section 23.4-10(h)1. Total parking includes off-street parking (including electric vehicle (EV) charging spaces and a bike rack) and on-street parking (including two delivery and rideshare spaces) for multi-family residential and two office spaces.				

Section 12-7, Dumpster Requirements: The location of all dumpsters shall be approved by the public services director or his designee and/or the building official or his designee. All dumpsters shall meet the requirements set forth in this section and all other ordinances, rules, regulations and policies adopted by the city.

Analysis: The proposed dumpster location was reviewed by Public Works, who determined that the dumpster was consistent with the size and screening requirements. The dumpster enclosure is proposed to be a concrete masonry unit (CMU) enclosure located at the southeast corner of the site.

Section 23.4-3, Exterior Lighting: All outdoor lighting shall be installed in conformance with the provisions of this chapter, applicable electrical and energy codes, and applicable sections of the building code.

Analysis: A photometric plan was provided depicting compliance with the exterior lighting requirements in Section 23.4-3. A recommended condition of approval has been provided requiring the proposed lighting to comply with Dark Skies lighting recommendations. The proposed fixtures shall be required to have a warm tone setting of 3000 K or less. The proposed fixtures may be substituted with similar fully shielded light fixtures at building permit to achieve a warm LED light tone of 3000K or less if the proposed fixture cannot be set to provide the required light tone.

Section 23.4-10. - Off-street parking: This section provides general provisions for off-street parking. The standards "apply to all parking spaces required for new buildings, new uses, additions, enlargements, or changes."

Analysis: The required parking for the multi-family and office mixed use proposal is 98 spaces. The parking spaces were calculated at the following:

- 1.5 spaces/unit for the multi-family one-bedroom unit proposal (94.5 spaces for 63 units)
- 1.75 spaces/unit for the multi-family two-bedroom unit proposal (31.5 spaces for 18 units)
- 1 space/400 square feet for the office/co-work space and leasing space (4.5 spaces 1,782 sf office)
- A 25% parking reduction per LDR Section 23.4-10(h)1 (131 spaces x .75 = 98.25 = 99 required spaces)
- Proposed two (2) bicycle racks with 2 bicycles each to count as two parking spaces per LDR Section 23.4-10(l), *Parking alternates*

- 14 tandem and compact spaces are less than 25% of required parking per LDR Section 23.4-10(l), *Parking alternates*

The proposed 97 parking spaces, which include 12 on-street spaces, 14 tandem compact spaces, 1 alternative space (2 bicycle racks with 2 bicycles each) and 4 electric vehicle charging spaces. The tandem spaces will be located at the south side of the proposed building. The tandem spaces will be conditioned to be assigned to multi-family two-bedroom units. The applicant has agreed to this condition assigning the tandem parking spaces to seven (7) multi-family two-bedroom units. The fourteen (14) tandem and compact spaces will be located at the southwest corner of the site. The four (4) electric vehicle charging stations are proposed to be located at the northeast corner of the site.

The proposed on-street parking also includes two delivery and rideshare spaces located on the northeast side of North G Street. All of the proposed on-street parking (12 spaces total) will be located along the east side of North G Street. Public Works will require additional offsite improvements to adequately provide proper drainage and traffic circulation directly related to the improvement of North G Street from 10th Avenue North to 9th Avenue North.

Additionally, Public Works is also requiring the improvement of the 10-foot alley located east of the subject site to be improved. A condition will be proposed to improve the 10-foot alley to the east to mill, grade, and compact the existing pavement from 10th Avenue North to 9th Avenue North. To accommodate the proposed on-street parking for this project, as it is depicted in the site plan, it will be necessary to shift the center line of North G Street to maintain travel lanes of adequate and equal width. To accomplish this, Public Works is proposing a condition that the road will need to milled and resurfaced to move the crown of the road and change the centerline. The Public Works Department has also requested the applicant provide a sidewalk along the west side of North G Street.

Signage: Signage is required to comply with the size and design requirements in the Land Development Regulations. The proposed signage will be reviewed at building permit for consistency with these requirements.

Section 23.6-1. - Landscape regulations: *The objective of this section is to provide minimum standards for the installation and maintenance of landscaping within the city. Per Section 23.6-1(c)(2), "on the site of a building or open-lot use providing an off-street parking, storage or other vehicular use area, where such an area will not be screened visually by an intervening building or structure from an abutting right-of-way or dedicated alley, shall require landscaping".*

Analysis: The development proposal provides perimeter and interior landscaping and shade trees. The proposed landscaping is consistent with the City's landscape regulations and the Major Thoroughfare Design Guidelines. Tree species include a mix of Gumbo Limbo, Simpson Stopper, Live Oak and Pigeon Plum trees for the perimeter plantings and with multiple native and non-native shrubs, grasses and groundcovers for the interior plantings. The proposed landscape complies with the City's requirement that a minimum 75% of all required plants be Florida native.

As required by the tree removal provisions in the landscape regulations, the applicant submitted a tree survey and disposition plan that was reviewed by staff. The diameter at breast height (DBH) for the existing trees with a condition rating of fifty (50) percent or greater on the property is used to calculate the replacement tree requirement. After the review of the Tree Survey, Disposition Plan and Landscape Plan staff determined that there is a replacement and mitigation shortfall of 72 Diameter inches with an average tree size of 11 inches. Since the property cannot accommodate all of the required tree replacements on site, an in-lieu of fee may be paid into the Tree Canopy Restoration Fund as a substitute to replacement. Therefore, staff has proposed a condition requiring the payment of \$14,000 into the City's Tree Canopy Restoration fund prior to the issuance of a building permit.

Section 23.2-31 - Site Design Qualitative Standards (Attachment A)

Site Design Qualitative Standards are intended to *"promote safety and minimize negative impacts of development on its neighbors by establishing qualitative requirements for the arrangements of buildings, structures, parking areas, landscaping and other site improvements. The qualitative standards are designed to ensure that site improvements are*

arranged in ways which cannot be otherwise accomplished with quantitative standards.” These qualitative standards are applicable to site plan applications as well as all conditional uses. The Major Thoroughfare Design Guidelines are an adopted component of these Site Design Qualitative Standards as per Section 23.2-31(j), which are applicable to properties adjacent to the City’s major thoroughfares inclusive of the subject site. Compliance determination with the applicable standards in Section 23.2-31 are provided in Attachment A. **The following analysis of the site, building, vehicular use area and appearance support the compliance findings for the applicable standards listed in Attachment A and in the Major Thoroughfare Design Guidelines.**

Site Design Qualitative Standards Analysis (including vehicular use areas) and Major Thoroughfare Design Guidelines: The proposed improvements to the site, including landscaping and architecture are generally consistent with the Major Thoroughfare Design Guidelines. The character of the proposed development is consistent with the Vision for the Major Thoroughfare Design Guidelines, providing for a vibrant, diverse, safe, inviting and sustainable features. With an open plaza, located at the 10th Avenue North frontage, the project invites community interaction. The perimeter public sidewalks provide walkability and connectivity to the on-site pedestrian walkways. The building is placed along the North G Street corridor, with surface parking east of the building, such that it minimizes any adverse effects to its neighbors. Driveway access is placed on the north and west side streets, minimizing vehicular interaction with the pedestrian circulation. On-site parking is designed along the south and east of the property, screening it from public view, by means of low walls and landscaping. Screening of the on-site parking is provided by placing it at the rear of the property and will be screened by the buildings and landscape improvements. Public Works has proposed conditions of approval requiring Public Works is also requiring the improvement of the 10-foot alley located east of the subject site to be improved and the installation of a sidewalk along west side of North G Street. The solid waste dumpster will be located in an enclosure located at the southeast of the property and will provide collection and storage of solid waste and recyclables. Site lighting will comply with the City’s lighting design and illumination standards, such that it will not spill over to surrounding properties. Landscaping of the perimeter buffers will be designed in such a manner as to compliment the architectural style of the buildings. The project will also feature an open plaza with a sculpture located in the NW corner of the project along 10th Avenue North.

The proposed improvements to the site are harmonious as a whole, will improve the aesthetics of the site, and will be an asset to the neighborhood.

The existing uses in the surrounding area are as follows:

Direction	Future Land Use	Zoning District	Existing Use
North	Transit Oriented Development (TOD)	Transit Oriented Development – East (TOD-E)	The 10th Avenue North / Mixed-Use Commercial
South	Transit Oriented Development (TOD)	Transit Oriented Development – East (TOD-E)	Single-family home
East	Transit Oriented Development (TOD)	Mixed Use – Dixie Highway (MU-DH)	A platted 10’ alley (unimproved)/residential lots, comprised of single family, apartment buildings and a vacant lot.
West	Transit Oriented Development (TOD)	Transit Oriented Development – East (TOD-E)	The North G Street 40’ municipal ROW/vacant parcel, which abuts the Florida East Coast Railroad right-of-way.

The proposed uses and site improvements will not negatively affect the existing surrounding properties and uses. The proposed changes are harmonious and compatible with the existing industrial area.

Community Appearance Criteria:

The proposed mixed-use proposal including new construction, new landscaping, and associated site improvements represent an enhancement in the general appearance of the property over the existing vacant lot. The proposed architecture of the building is appropriate and in harmony with the surrounding residential and nonresidential area. Overall, the proposed development proposal represents a substantial improvement in the visual appearance of the property. The project will also feature an open plaza with a sculpture located in the NW corner of the project along 10th Avenue North. Overall, the proposed project represents a substantial improvement in the visual appearance over the existing property and is consistent with the Comprehensive Plan, Major Thoroughfare Design Guidelines and the City's Land Development Regulations (LDRs). The project is in conformity with the principals of good design and quality and is in harmony with the city and the surrounding area as conditioned.

Conditional Use Findings (Attachment B)

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

The proposed conditional use is not anticipated to impact the surrounding area greater than uses permitted by right. The site is currently vacant and is proposing multifamily buildings and office space that does not utilize the maximum development potential. The building will be served by municipal services, including water, sewer, refuse, fire and police. The site is located on an arterial roadway. The proposed associated site improvements would provide new screening and site circulation.

Section 23.2-33(c) - Sustainable Bonus Incentive Program (SBIP)

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

Per Policy 1.2.3.4 of the City's Comprehensive Plan, a mixed-use urban planned development located west of Dixie Highway may obtain a 50% bonus on density, intensity (FAR), and height over the base line as outlined in Table 1 of the Comprehensive Plan. The Applicant is asking for a bonus height and bonus density which are less than the maximum allowances that can be permitted for height and intensity through a sustainable bonus incentive in a planned development in the TOD-E zoning district.

The total square footage of bonus area above the second floor is +/-39,944 square feet. On the 5th floor, approximately 12,236 square feet includes the 15 density bonus units. Therefore, the value of required improvements for the SBIP bonus areas is \$207,810 (27,708 sf X \$7.50 per sf) plus an additional \$183,540 (12,236 sf X \$15 per sf) for the additional units on the 5th floor. The total incentive value is \$391,350. Fifty percent (50%) of the incentive award value is \$195,675, which the applicant is required to pay to the City. For the remaining 50% of the incentive award value (\$195,675), the applicant is proposing the following qualified on-site improvements including on-street sidewalk & signage improvements on west side of North G Street (\$30,000), 39 deed restricted affordable/workforce housing units, which is equal to 48% of all units (48% of \$195,675 = \$93,924), a public plaza along 10th Avenue North (\$30,000) and a Public

Art (sculpture with a minimum \$50,000 value). The total value of the qualifying improvements is \$203,924, which exceeds the required incentive value of \$195,675.

The total remaining payment by the applicant to the City for the additional height and density is anticipated to be \$195,675.

CONCLUSION AND CONDITIONS

The TOD-E district is intended to promote compact, mixed-use development, including multiple-family residential, office and retail, near proposed or existing transportation infrastructure. Based on the data and analysis in this report and the supporting materials by the applicant, the proposed site plan, building design, landscaping, and site circulation are appropriate and consistent with the City's Comprehensive Plan, Strategic Plan, Major Thoroughfare Design Guidelines, and Land Development Regulations with the two (2) requested minor reductions to the side back (9 ft provided) and the 1-bedroom living area (584 sf provided). The proposed site circulation, parking, refuse, delivery, and amenity locations are anticipated to minimize and/or mitigate any impacts of the mixed-use proposal on the adjacent and proximate uses. Therefore, a recommendation of approval is provided to the PZB with the following conditions:

Planning & Zoning

1. Fifty percent (50%) of the sustainable bonus fee (\$195,675) and any portion of the remaining sustainable bonus fee (up to an additional 50%) after qualifying improvements are deducted shall be paid to the City within one year of approval, or prior to the issuance of the building permit, whichever comes first.
2. Fifty percent of the sustainable bonus fee (\$195,675) shall be paid to the City within one year of approval, or prior to the issuance of the building permit, whichever comes first.
3. Public art (sculpture) proposed shall be reviewed by the CRA's LULA program prior to installation.
4. Prior to building permit application,
 - a. A Unity of Title will be required for all applicable parcels.
 - b. An address application shall be required to be submitted prior to application for building permit.
5. Prior to the issuance of a building permit, the applicant shall pay \$14,000 into the City's Tree Canopy Restoration fund.
6. Prior to issuance of a building permit, the applicant shall submit the final School District Availability Determination from the PBC School District and shall pay all applicable fees to PBC prior to the issuance of a building permit.
7. The proposed mixed-use project shall comply with Palm Beach County's Unified Land Development Best Management Practices for Wellfield Protection.
8. All lighting shall comply with lighting code regulations in LDR Section 23.4-3. Further, lighting fixtures shall comply with dark skies fixture recommendations, including a 3000K light tone or less for LED lighting, and shall be consistent with the architectural style of the project as determined by the Development Review Official.
9. The 14 proposed compact/tandem spaces located at the south end of the building shall be assigned to the multifamily two-bedroom units.
10. A public access/sidewalk easement shall be required on the west property line.
11. A video security system shall be required for the property.
12. Prior to the issuance of building permit for commercial signage, a Minor Site Plan amendment to establish a Uniform Master Sign Program for individual tenants/businesses in accordance with the City's Land Development Regulations is required. Directional signage shall be exempt from the minor site plan requirement provided that is appropriately scaled and architecturally consistent.
13. A minor site plan amendment shall be required if site modifications are required to implement the conditions of approval.
14. A more vibrant exterior color scheme more in keeping with the colorful diversity and charm of the City is suggested.

Public Works

Standard Conditions of Approval:

1. The issuance of any permits shall comply with all provisions of the Lake Worth Municipal Code and all other applicable standards including but not limited to the Florida Department of Transportation (FDOT), Manual on Uniform Traffic Control Devices (MUTCD), and City of Lake Worth Public Works Construction Standards and Policy and Procedure Manual.
2. No Certificate of Occupancy shall be granted until all conditions of approval have been satisfied under jurisdiction of the Department of Public Works.
3. In the event of a legal challenge to this approval, the applicant/owner shall be responsible for all costs to defend the action of the city in approving any and all permits related to this application. Should the applicant fail to enter into an agreement to fund the costs of litigation, the city, at its discretion, may rescind this approval and revoke all permits issued.

Additional Conditions of Approval

1. Prior to issuance of a building permit:
 - a. The applicant shall contact the Lake Worth Drainage (LWDD) District's Engineering Department and obtain any required permit(s), if necessary, and furnish to the City.
 - b. The applicant shall contact the South Florida Water Management District's (SFWMD) Engineering Department and obtain any required permit(s), if necessary.
 - c. The applicant shall meet with a representative from Public Works Solid Waste and Recycling Division to confirm dumpster enclosure location, accessibility and demand on property and that it is compatible with the requirements of the Department of Public Works. Solid Waste and Recycling Division contact number is 561-533-7344.
 - d. The applicant shall submit an Erosion Control plan and indicate the BMP's and NPDES compliance practices.
2. Prior to the issuance of a certificate of occupancy:
 - a. To accommodate the proposed on-street parking for this project, as it is depicted in the site plan, it will be necessary to shift the center line of North G Street to maintain travel lanes of adequate and equal width. To accomplish this the road will need to be milled and resurfaced to move the crown of the road and change the centerline.
 - b. New striping will be required from the intersection of North G Street and 9th Avenue North to the intersection of North G Street and 10th Avenue North, including stop bars and reflective pavement markers at the intersections.
 - c. The west ROW of North G Street shall be improved with the addition of 5-foot-wide sidewalk, if determined to be required by the Public Works Director at building permit, and conforming to City specification from the intersection of North G Street to the intersection of 9th Avenue North. The sidewalk will meet ADA requirements and terminate at both intersections with ADA compliant ramps and tactile surfaces.
 - d. A stop sign shall be installed at the intersection of North G Street and 9th Avenue North facing southbound traffic.
 - e. "No Parking Any Time" signs shall be installed along the west ROW of North G Street but will not be installed any further south than the point along North G Street where the property line of the project ends.
 - f. A cross-section showing the existing 40' ROW of North G Street in its current condition and a cross section showing the ROW after the change of the centerline of North G Street will need to be provided prior to City Commission.
 - g. Alleyway improvements consisting of 4-inch asphalt millings, graded and compacted, shall be constructed from 10th Avenue North to 9th Avenue North.
 - h. The applicant shall ensure the entire surrounding off-site infrastructure inclusive of the roadway, sidewalk, curbing, stormwater system piping and structures, valve boxes, manholes, landscaping,

striping, signage, and other improvements are in the same condition as prior to construction. A pre-construction video of the entire perimeter shall be performed and submitted to the City.

- i. The applicant shall fine grade and sod all disturbed areas with bahia sod.
 - j. The applicant shall broom sweep all areas of the affected right of way and remove of all silt and debris collected as a result of construction activity.
 - k. The applicant shall restore the right of way to a like or better condition. Any damages to pavement, curbing, striping, sidewalks or other areas shall be restored in kind.
3. Prior to performing work in the right of way, the applicant shall apply for and receive issuance of a “Right of Way/Utility Permit” application.
 4. The sidewalk on the east side of North G Street that is bisected by the project property line shall be maintained solely by the property in perpetuity and the City will not be held legally responsible for injuries associated with it.

Utilities – Water & Sewer

1. Prior to building permit issuance, capacity fees are due.
2. Provide a public access easement along the sidewalk that is outside the N G Street right of way.

Electric Utilities

1. Prior to application and the issuance of a building permit, Electric Utilities is requesting the following:
2. Items in regards to the facility’s Electrical Site Plan drawings (Electrical Details - E21_222028 BH) are needed to more accurately determine the location of the Electrical Equipment, the Electrical Connections, and Wiring, including Underground (UG)
3. An appropriate Power Distribution Planning to ensure that there is adequate capacity (transformer capacity and feeder capacity) to meet the load demands of the facility shall be specified
4. The facility’s potential annual electric energy (power consumption) shall be determined
5. If Electric Vehicle (EV) Chargers are considered: Please provide the number of EV chargers to be installed as well as type of chargers. For example, does the applicant intend to install Level II charger or Level III DC Fast chargers? Quantities of each type? And will these be connected from the facility’s main meter or connected directly to the City’s electric utility distribution system?
6. The Electric Utility Dept. is requesting a review meeting with the developer & electrical engineers to review and clarify any additional electrical related items.

Prior to the issuance of a building permit:

7. Show the location of the Padmount Transformers, Automatic Transfer Switch (ATS), and the meter banks. The Padmount Transformer locations will need to be in an accessible location to our trucks and will need 8-ft (8 feet) of minimum clearance in the front and 3-ft (3 feet) of minimum clearance on the sides and rear. This clearance includes landscaping. None trees, plants, shrubs or vegetations are allowed within the clearance
8. Provide the electric riser diagrams for all buildings, the proposed electrical loads and the voltages required, including proposed Electrical Cable Schedules
9. Provide the Amp Sizes and Voltages for any other services needed than the commercial units, such as lighting, irrigation, etc. If any meter is over 320 amps for Single Phase, and over 200 amps for 3-Phase, a CT Cabinet and CT Meter Can will need to be installed. All meters and CT Cabinets will need a minimum of 36” (36 in) of clearance in front of them
10. Provide a 10-ft (10 feet) wide utility easement for the underground electric lines, Padmount Transformers & Switchgear that will serve this project. The Main Electric Line Routing from the Poles to the Padmount Transformers will be determined by the Lake Worth Beach design engineer
11. Transformer & Electrical Equipment Box Pad Elevations shall be FEMA 100 yr. Flood-Plain Elevation + 1-ft (1 feet)
12. Provide details for Temporary Power during construction, Voltage & Amps and approximate Location of service point

13. Complete payment to Lake Worth Beach for electrical infrastructure costs for labor & materials to serve this project
14. The customer will be responsible for installing any Secondary Conduit at a minimum of 24" (24 in) deep from the Secondary Winding of the Transformer of the property to the building
15. The customer will be responsible for Any and All labor and material costs for providing electric service to this project.
16. The CLWB will procure one (1) Padmount Transformer and Box Pad to serve the facility, the owner/developer is responsible for the reimbursement costs to the City. The City will procure one (1) Spare Padmount Transformer at the City's expense.

Prior to the issuance of a Certificate of Occupancy:

17. Provide copy of recorded Utility Easement.
18. Note that No permanent power can NOT be provided until a Final Electrical Inspection is done.

ADVISORY BOARD POTENTIAL MOTION:

I move to **recommend approval with conditions** of the request for the Mixed Use Urban Planned Development, Major Site Plan, Conditional Use Permit (CUP), and Sustainable Bonus Incentive Program (SBIP) requests for Lake Worth Station at 930 N G Street based on upon the competent and substantial evidence provided in the staff report and in the testimony at the public hearing.

I move to **recommend disapproval** of the request for the Mixed Use Urban Planned Development, Major Site Plan, Conditional Use Permit (CUP), and Sustainable Bonus Incentive Program (SBIP) requests for Lake Worth Station at 930 N G Street. The project does not meet the conditional use criteria for the following reasons [Board member please state reasons.].

Consequent Action: *The Planning & Zoning Board's recommendation will be forwarded to the City Commission as part of the public hearing supporting documents and materials upon first reading of Ordinance 2022-15.*

ATTACHMENTS

- A. Qualitative Development Standards
- B. Conditional Use Findings
- C. Application Package (site plan, architectural plans & supporting documents)

ATTACHMENT A – Qualitative Development Standards

Section 23.2-31(c) – Qualitative Development Standards	Analysis
<p>1. Harmonious and efficient organization. All elements of the site plan shall be harmoniously and efficiently organized in relation to topography, the size and type of plot, the character of adjoining property and the type and size of buildings. The site shall be developed so as to not impede the normal and orderly development or improvement of surrounding property for uses permitted in these LDRs.</p>	In Compliance
<p>2. Preservation of natural conditions. The natural (refer to landscape code, Article 6 of these LDRs) landscape shall be preserved in its natural state, insofar as practical, by minimizing tree and soil removal and by such other site planning approaches as are appropriate. Terrain and vegetation shall not be disturbed in a manner likely to significantly increase either wind or water erosion within or adjacent to a development site. Natural detention areas and other means of natural vegetative filtration of stormwater runoff shall be used to minimize ground and surface water pollution, particularly adjacent to major waterbodies. 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 feet or more.</p>	In compliance
<p>3. Screening and buffering. Fences, walls or vegetative screening shall be provided where needed and practical to protect residents and users from undesirable views, lighting, noise, odors or other adverse off-site effects, and to protect residents and users of off-site development from on-site adverse effects. This section may be interpreted to require screening and buffering in addition to that specifically required by other sections of these LDRs, but not less.</p>	In compliance
<p>4. Enhancement of residential privacy. The site plan shall provide reasonable, visual and acoustical privacy for all dwelling units located therein and adjacent thereto. Fences, walls, barriers and vegetation shall be arranged for the protection and enhancement of property and to enhance the privacy of the occupants.</p>	In compliance
<p>5. Emergency access. Structures and other site features shall be so arranged as to permit emergency vehicle access by some practical means to all sides of all buildings.</p>	In compliance
<p>6. Access to public ways. All buildings, dwelling units and other facilities shall have safe and convenient access to a public street, walkway or other area dedicated to common use; curb cuts close to railroad crossings shall be avoided.</p>	In compliance
<p>7. Pedestrian circulation. There shall be provided a pedestrian circulation system which is insulated as completely as reasonably possible from the vehicular circulation system.</p>	In compliance
<p>8. Design of ingress and egress drives. The location, size and numbers of ingress and egress drives to the site will be arranged to minimize the negative impacts on public and private ways and on adjacent private property. Merging and turnout lanes traffic dividers shall be provided where they would significantly improve safety for vehicles and pedestrians.</p>	In compliance
<p>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</p>	In compliance

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.

10. Design of on-site public right-of-way (ROW). On-site public street and rights-of-way shall be designed to 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 access to parcels. **Not applicable**

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

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

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

14. Transitional development. Where the property being developed is located on the edge of the zoning district, the site plan shall be designed to provide for a harmonious 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. **In compliance**

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

Section 23.2-31(d) - Qualitative Buildings, generally	Analysis
<p>1. Buildings or structures which are part of a present or future group or complex shall have a unity of character and design. The relationship of forms of the use, texture and color of material shall be such as to create one (1) harmonious whole. When the area involved forms an integral part of, is immediately adjacent to, or otherwise clearly affects the future of any established section of the city, the design, scale and location of the site shall enhance rather than detract from the character, value and attractiveness of the surroundings. Harmonious does not mean or require that the buildings be the same.</p>	In compliance
<p>2. Buildings or structures located along strips of land or on a single site, and not a part of a unified multi-building complex shall achieve as much visual harmony with the surroundings as is possible under the circumstances. If a building is built in an undeveloped area, three (3) primary requirements shall be met, including honest design construction, proper design concepts, and appropriateness to the city.</p>	In compliance
<p>3. All façades visible to public or adjacent property shall be designed to create a harmonious whole. Materials shall express their function clearly and not appear foreign to the rest of the building.</p>	In compliance

4. *The concept of harmony shall not infer that buildings must look alike or be of the same style. Harmony can be achieved through the proper consideration of scale, mass, bulk, proportion, height, orientation, site planning, landscaping, materials, rhythm of solids to voids and architectural components including but not limited to porches, roof types, fenestration, orientation and stylistic expression.* **In compliance**
5. *Look-alike buildings shall not be allowed unless, in the opinion of the board, there is sufficient separation to preserve the aesthetic character of the present or evolving neighborhood. This is not to be construed to prohibit the duplication of floor plans and exterior treatment in a planned development where, in the opinion of the board, the aesthetics or the development depend upon, or are enhanced by the look-alike buildings and their relationship to each other.* **Not Applicable**
6. *Buildings, which are of symbolic design for reasons of advertising, unless otherwise compatible with the criteria herein, will not be approved by the board. Symbols attached to the buildings will not be allowed unless they are secondary in appearance to the building and landscape and are an aesthetic asset to the building, project and neighborhood.* **Not Applicable**
7. *Exterior lighting may be used to illuminate a building and its grounds for safety purposes, but in an aesthetic manner. Lighting is not to be used as a form of advertising in a manner that is not compatible to the neighborhood or in a manner that draws considerably more attention to the building or grounds at night than in the day. Lighting following the form of the building or part of the building will not be allowed if, in the opinion of the board, the overall effect will be detrimental to the environment. All fixtures used in exterior lighting are to be selected for functional as well as aesthetic value.* **In compliance**
8. *Building surfaces, walls and roofs shall be compatible and in harmony with the neighborhood.* **In compliance**
9. *"Take-out" or "pick-up" windows of retail or wholesale establishments shall not be located on a building façade that faces a public right-of-way, unless they are designed in such a manner as to constitute an aesthetic asset to the building and neighborhood.* **Not Applicable**
10. *All exterior forms, attached to buildings, shall be in conformity to and secondary to the building. They shall be an asset to the aesthetics of the site and to the neighborhood.* **In compliance**
11. *All telephones, vending machines, or any facility dispensing merchandise, or a service on private property, shall be confined to a space built into the building or buildings or enclosed in a separate structure compatible with the main building, and where appropriate and feasible, should not be readily visible from off-premises.* **Not Applicable**
12. *Buildings of a style or style-type foreign to south Florida or its climate will not be allowed. It is also to be understood that buildings which do not conform to the existing or to the evolving atmosphere of the city, even though possessing historical significance to south Florida, may not be approved.* **Not Applicable**
13. *No advertising will be allowed on any exposed amenity or facility such as benches and trash containers.* **In compliance**
14. *Light spillage restriction. The applicant shall make adequate provision to ensure that light spillage onto adjacent residential properties is minimized.* **In compliance**

Section 23.2-31(h) – Criteria for parking lots and vehicular use areas	Analysis
<p>1. <i>Parking lots and other vehicular use areas are to be designed as an aesthetic asset to a neighborhood and to the building, group of buildings, or facility they serve. A parking lot is to be considered an outside space; a transitional space that is located between access areas (such as roads) and the building, group of buildings or other outside spaces which it serves. The parking lot, because it is viewed from above as well as at eye level, should be designed accordingly.</i></p>	In compliance
<p>2. <i>Parking lots, vehicular use areas, and vehicles parked therein are to be effectively screened from the public view and from adjacent property in a manner that is attractive and compatible with safety, the neighborhood and the facility served.</i></p>	In compliance
<p>3. <i>The responsibility for beautification and design of a parking lot is the same as that which a homeowner has to his residential lot. The atmosphere within a parking lot or vehicular use area is to be as pleasant and park-like as possible, rather than a harsh stand of paving. Trees are of primary importance to the landscape and are not to be minimized in either height or quantity. Trees impart a sense of three-dimensional space in a relatively flat area. Trees cast shadows that help to reduce the monotony of an expanse of paving and create a refuge from the tropical sun. Signs designating entrances, exits and regulations are to be of a tasteful design and shall be subject to review by the board. Consideration may be given to use of pavement which is varied in texture or color to designate lanes for automobile traffic, pedestrian walks and parking spaces. Brightly colored pavement is to be used with restraint. In order to create a pleasant atmosphere, it is recommended that consideration be given to sculpture, fountains, gardens, pools and benches. Design emphasis is to be given to the entrance and exit areas of the lot. Trash, refuse and unaesthetic storage and mechanical equipment shall be screened from the parking lot.</i></p>	In compliance
<p>4. <i>Lighting is to be designed for visual effects as well as safety and resistance to vandalism. Care should be taken not to create a nuisance to the neighborhood from brightness or glare. Low lights in modest scale can be used along with feature lighting emphasizing plants, trees, barriers, entrances and exits. The fixtures are to be selected for functional value and aesthetic quality. Fixtures should be regarded as "furniture of the parking lot" which are visible both day and night.</i></p>	In compliance

Section 23.2-31(l) – Community Appearance Criteria	Analysis
<p>1. <i>The plan for the proposed structure or project is in conformity with good taste, good design, and in general contributes to the image of the city as a place of beauty, spaciousness, harmony, taste, fitness, broad vistas and high quality.</i></p>	In compliance
<p>2. <i>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.</i></p>	In compliance
<p>3. <i>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.</i></p>	In compliance
<p>4. <i>The proposed structure or project is in compliance with this section and 23.2-29, Conditional Use Permits (CUP), as applicable.</i></p>	In compliance

ATTACHMENT B - Findings for Granting Conditional Uses

Prior to approving any conditional use permit, the decision-making authority shall find based on competent and substantial evidence that the following criteria related to conditional uses are met:

Section 23.2-29(d) General findings relating to harmony with LDRs and protection of public interest.	Analysis
1. <i>The conditional use exactly as proposed at the location where proposed will be in harmony with the uses which, under these LDRs and the future land use element, are most likely to occur in the immediate area where located.</i>	In compliance
2. <i>The conditional use exactly as proposed at the location where proposed will be in harmony with existing uses in the immediate area where located.</i>	In compliance
3. <i>The conditional use exactly as proposed will not result in substantially less public benefit or greater harm than would result from use of the site for some use permitted by right or some other conditional use permitted on the site.</i>	In compliance
4. <i>The conditional use exactly as proposed will not result in more intensive development in advance of when such development is approved by the future land use element of the comprehensive plan.</i>	In compliance
Section 23.2-29(e) Specific findings for all conditional uses.	Analysis
1. <i>The proposed conditional use will not generate traffic volumes or movements which will result in a significant adverse impact or reduce the level of service provided on any street to a level lower than would result from a development permitted by right.</i>	In compliance
2. <i>The proposed conditional use will not result in a significantly greater amount of through traffic on local streets than would result from a development permitted by right and is appropriately located with respect to collector and arterial streets</i>	In compliance
3. <i>The proposed conditional use will not produce significant air pollution emissions, or will appropriately mitigate anticipated emissions to a level compatible with that which would result from a development permitted by right.</i>	In compliance
4. <i>The proposed conditional use will be so located in relation to the thoroughfare system that neither extension nor enlargement nor any other alteration of that system in a manner resulting in higher net public cost or earlier incursion of public cost than would result from development permitted by right.</i>	In compliance
5. <i>The proposed conditional use will be so located in relation to water lines, sanitary sewers, storm sewers, surface drainage systems and other utility systems that neither extension nor enlargement nor any other alteration of such systems in a manner resulting in higher net public cost or earlier incursion of public cost than would result from development permitted by right.</i>	In compliance
6. <i>The proposed conditional use will not place a demand on municipal police or fire protection service beyond the capacity of those services, except that the proposed facility may place a demand on municipal police or fire protection services which does not exceed that likely to result from a development permitted by right.</i>	In compliance

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

8. *The proposed conditional use will not generate light or glare which encroaches onto any residential property in excess of that allowed in section 23.4-10, Exterior lighting.* **In compliance**

LAKE WORTH STATION			
SUSTAINABLE BONUS & TDR INCENTIVES			
Site Area	62,640 SF	1.438 AC	Comments
Building			
Ground Floor	17,169 SF		
Second Floor	17,387 SF		
Third Floor	17,048 SF		
Fourth Floor	17,048 SF		
Fifth Floor	13,779 SF		949 sf of amenity space deducted
Total Area	82,431 SF		
Total Site Building Construction			
Total Building Area	82,431 SF		
Lot Size	62,640 SF		
Total Construction FAR	1.316		
FAR by right	1.5		
Floor Area by right	93,960 SF		
Sustainable Bonus Incentive	Area (sf)	Unit Cost (per sf)	Value
Building			
Third Floor	17,048	\$7.50	\$127,860.00
Fourth Floor	17,048	\$7.50	\$127,860.00
Fifth Floor	13,779	\$15.00	\$206,685.00
Sustainable Value	47,875		\$462,405
Transfer Development Rights	Area (sf)	Unit Cost (per 10)	Value
Primary Building	0	\$10	\$0
Workforce Housing			
Total provided	39		
Required	14		
Additional	25		27.47%
Total Incentives Value			\$462,405.00
Incentives provided			
50% Cash to City			\$231,202.50
Workforce Housing (27% SBI Value)		on-site	\$63,511.33
West Parcel-Public Interactive Educational Trail		on-site	\$140,250.00
10th Avenue N Public Plaza		on-site	\$30,000.00
Total Incentives Provided			\$464,963.83

STAFF REPORT REGULAR MEETING

AGENDA DATE: February 21, 2023

DEPARTMENT: Leisure Services

TITLE:

Third Amendment to Retail Lease with RTT - Benny's on the Beach, Inc., the current tenant/assignee

SUMMARY:

This amendment authorizes RTT - Benny's on the Beach, Inc., to extend its lease located at the Lake Worth Municipal Ocean Pier.

BACKGROUND AND JUSTIFICATION:

On February 11, 2013, the City entered into a Lease agreement with RTT - Benny's on the Beach, Inc., for the lease of certain space located at the Lake Worth Municipal Ocean Pier for use as a restaurant and a bait shop. The lease allowed for ten (10) years with the option of renewing initially for an additional eight years. After the initial renewal the lease allows for one additional renewal for twenty-three (23) months.

On August 5, 2015, the City and Tenant entered into the First Amendment of the Lease to address the use of additional outdoor patio area.

On May 19, 2020, the City and Tenant entered into the Second Amendment to the Lease to revise certain terms and conditions as a result of the COVID-19 pandemic.

The Third Amendment will extend RTT - Benny's on the Beach, Inc., lease at the Lake Worth Municipal Pier for an additional nine (9) years and eleven (11) months, that includes the last option to renew the lease for twenty-three months preceding the initial eight (8) years. The amendment includes a 2% percent annual escalator to the rent owed to the City.

MOTION:

Move to approve/disapprove the Third Amendment to the lease with RTT - Benny's on the Beach, Inc.

ATTACHMENT(S):

Fiscal Impact Analysis
Third Amendment Retail Lease
Exhibit A to Third Amendment
Second Amendment Retail Lease 2020
First Amendment Retail Lease 2015
Benny's Lease Agreement 2013
Market Rate Analysis
Supplemental Information

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Inflows					
Current Appropriation	\$250,920	\$255,938	\$261,057	\$266,278	\$271,603
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows					
Operating	0	0	0	0	0
Capital	0	0	0	0	0
Net Fiscal Impact	\$250,920	\$255,938	\$261,057	\$266,278	\$271,603
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

Contract Award - Existing Appropriation	
	Revenues
Department	Leisure Services
Division	Beach Fund
GL Description	Leased Properties
GL Account Number	140-0000-362.10-00 / 140-0000-362.40-10
Project Number	N/A
Requested Funds	N/A

THIRD AMENDMENT TO LEASE

THIS THIRD AMENDMENT TO THE LEASE (“Amendment” hereinafter) is made this _____ day of _____, 2023, between the City of Lake Worth Beach, Florida, a municipal corporation (the “Landlord”), and RTT-Benny’s on the Beach, Inc., a Florida corporation (the “Tenant”).

RECITALS

WHEREAS, on February 11, 2013, the Landlord and Tenant (collectively, the “Parties”) entered into a Lease agreement for the lease of certain space located at the Lake Worth Municipal Ocean Pier for use by the TENANT as a restaurant with incidental retail sales and a bait shop (the “Lease”); and,

WHEREAS, the Landlord and Tenant entered into the First Amendment to the Lease on August 5, 2015; and,

WHEREAS, on May 19, 2020, the Landlord and Tenant entered into the Second Amendment to the Lease to revise certain terms and conditions as a result of the COVID-19 pandemic; and,

WHEREAS, the Landlord and Tenant desire to amend the Lease to extend the Lease for an additional nine (9) years and eleven (11) month term (includes Initial and Second Extensions) and to address the rent for such renewal term; and,

WHEREAS, when the Lease is referenced hereinafter, it shall be defined to include the First Amendment and the Second Amendment; and,

WHEREAS, the Landlord finds amending the Lease as set forth herein serves a valid public purpose.

NOW THEREFORE, the Landlord and Tenant, in consideration of the mutual promises herein contained and contained in the Lease, the sufficiency of which is hereby acknowledged by both parties, agree to amend the Lease as follows:

1. **Recitals.** The foregoing recitals are hereby incorporated into this Amendment as true and correct statements of the Parties.
2. **City Commission Consideration.** This Amendment will be considered by the Landlord’s City Commission at a public meeting on February 21, 2023.
3. **No Default.** The Parties agree that the Lease remains in full force and effect, that there are no defaults or disagreements with regard to the terms and conditions set forth in the Lease.
4. **Renewal Options.** In accordance with the Lease, the Tenant wishes to exercise its option to renew the Lease for eight (8) years (the “Initial Extension”) and to also exercise its option to extend the Lease an additional 23 months (the “Second Extension”) for a total of nine (9) years and eleven (11) months. The City hereby agrees to the exercise of both options herein. The Lease

is hereby retroactively extended from February 11, 2023 for an additional nine (9) years and eleven (11) months through and including **January 11, 2033** (hereinafter referred to as the “Extension”).

5. **Rent.** Paragraph 1.9 “Rent” of the Lease shall be deleted in full and replaced with the following language:

1.9 **Rent.** The Tenant shall pay two hundred fifty thousand nine hundred and twenty dollars and 00/100 (\$250,920.00) per year, payable at twenty thousand nine hundred ten dollars and 00/100 (\$20,910.00) per month, plus applicable taxes, for the Premises, as more fully set forth herein. No security deposit shall be required under this Lease. The Rent amount set forth above includes the Patio Area Rent, as defined in the First Amendment to the Lease, and the use of the term “Rent” shall hereinafter include the Patio Area Rent as well. The Rent shall increase by two percent (2%) each year of the Extension. Such increase shall take effect beginning on February 11 of each year of the Extension. The Rent for the Extension is set forth in detail in **Exhibit A** which is attached hereto and incorporated herein.

6. **Agreement Unchanged.** Except as specifically amended herein, all other provisions of the Lease shall remain in full force and effect.

7. **Controlling Documents.** To the extent that there exists a conflict between this Amendment and the Lease, the terms and conditions of this Amendment shall prevail. Whenever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between the provisions of the various documents.

8. **Entire Agreement.** The Parties agree that the Lease and this Amendment represent the entire agreement between the Parties and supersede all other negotiations, representations, or agreements, either written or verbal.

9. **Counterparts.** Each Party may sign one copy of this Amendment and together, whether by signed original or facsimiled or e-mailed copy, the signed copies shall constitute one, fully executed Amendment.

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

CITY OF LAKE WORTH BEACH, FLORIDA

Witnesses (two for each):

Signature

By: _____
Betty Resch, Mayor

Print Name

Signature

Print Name

ATTEST:

Approved as to form and legal sufficiency:

Melissa Ann Coyne, CMC, City Clerk

Glen J. Torcivia, City Attorney

Witnesses (two):

TENANT: RTT-BENNY’S ON THE BEACH, INC.

By: _____
Lee M. Lipton, President

Signature

Print Name

Signature

Print Name

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 _____, 2023, by Lee M. Lipton, President, RTT-Benny’s on the Beach, Inc., a Florida Corporation and who is personally known to me or who has produced the following _____ as identification.

Notary Public

Signature of Notary Public – State of Florida

Print, Type, or Stamp
Commissioned Name of Notary Public

Exhibit A

Years		Future Value (2.00%)
2023	\$	250,920.00
2024	\$	255,938.40
2025	\$	261,057.17
2026	\$	266,278.31
2027	\$	271,603.88
2028	\$	277,035.96
2029	\$	282,576.67
2030	\$	288,228.21
2031	\$	293,992.77
2032	\$	299,872.63

SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO THE LEASE (“Second Amendment” hereinafter) is made this 19th day of May, 2020, between the **City of Lake Worth Beach**, Florida, a municipal corporation (the “Landlord”), and **RTT-Benny’s on the Beach, Inc.**, a Florida corporation (the “Tenant”).

RECITALS

WHEREAS, on February 11, 2013, the Landlord and Tenant (collectively, the “Parties”) entered into a Lease for the lease of certain space located at the Lake Worth Municipal Ocean Pier for use by the Tenant as a restaurant with incidental pier management, retail sales and a bait shop (the “Lease”); and,

WHEREAS, the Landlord and Tenant entered into the First Amendment to the Lease on August 5, 2015, which addressed the use of the additional outdoor patio area by the Tenant; and,

WHEREAS, the Landlord and Tenant desire to amend the Lease to address changes to the terms and conditions of the Lease associated with the COVID-19 pandemic; and,

WHEREAS, the Landlord finds amending the Lease as set forth herein serves a valid public purpose.

NOW THEREFORE, the Landlord and Tenant, in consideration of the mutual promises herein contained and contained in the Lease, the sufficiency of which is hereby acknowledged by both parties, agree to amend the Lease as follows:

1. **RECITALS.** The foregoing recitals are hereby incorporated into this Second Amendment as true and correct statements of the Parties.
2. **NO DEFAULT.** The Parties agree that the Lease remains in full force and effect, that there are no defaults or disagreements with regard to the terms and conditions set forth in the Lease.
3. **LANDLORD.** Subsection 1.1 of the Lease, entitled “Landlord”, is amended to reflect the new name of the Landlord as follows:

1.1 Landlord. CITY OF LAKE WORTH BEACH, a municipal corporation under the laws of the State of Florida.

4. **RENT ABATEMENT/DEFERRAL.** Subsection 4.4 of the Lease, entitled “Rent”, is amended to include a new sub-subsection, 4.4.1, as follows:

“4.4.1 General. Due to the COVID-19 pandemic, on March 20, 2020, Florida Governor Ron DeSantis issued Executive Order 20-70, which closed indoor premise service by restaurants with seating of more than ten (10) people. This resulted in Tenant having to close the leased premises on March 20, 2020. On May 11, 2020, the Governor through Executive Order 20-120 (based on Executive Order 20-112) authorized the Tenant to re-open indoor premise service so long as the Tenant adopted appropriate social distancing measures and limited Tenant’s indoor occupancy to no more than 25 percent of Tenant’s building occupancy. This Executive Order also allowed Tenant to start serving its outdoor areas (subject to mandatory social distancing between tables and limited to groups of 10 or less people). It is anticipated (but not known) that the Governor will continue to ease the COVID-19 restrictions and allow for further indoor premise service by Tenant. Based on the foregoing, the following amendments are made to this Subsection 4.4:

4.4.1.1 Tenant and Landlord agree that despite the COVID-19 restrictions, Tenant shall pay all March, April and May Rent as due under the Lease without any abatement or deferral of any amounts due as Rent.

4.4.1.2 If on **June 1, 2020 and each month thereafter until November 1, 2020**, there are still governmental COVID-19 pandemic restrictions in place on Tenant's indoor occupancy which restricts the Tenant's existing occupancy level, the Landlord agrees to abate and defer Tenant's Base Rent as follows: 50 percent of all Base Rent will be abated ("Abated Rent") and 50 percent of all Base Rent will be deferred ("Deferred Rent"). The Abated Rent amount shall not be paid by Tenant and not collected by Landlord. Tenant shall have one (1) year from the Date of Reopening (as defined below) to pay the Deferred Rent. If Tenant fails to pay the Deferred Rent within one (1) year from the Date of Reopening (as defined below), the Landlord, in addition to all other rights and remedies under this Lease and under applicable law, shall have the right to declare all Rent due under the then existing Lease term, including the Deferred Rent plus interest, as immediately due and payable. Failure to pay the Deferred Rent shall also be considered a Monetary Default under section 7 of the Lease. The Deferred Rent shall accrue interest from the Date of Reopening (as defined below) until paid in full at the rate set forth in section 55.03, Florida Statutes, regarding interest on judgments.

4.4.1.3 As of the Date of Reopening (as defined below), Tenant shall resume payment of all Rent due under the Lease without abatement or deferral under any provision of the Lease or under subsection 4.4.1.2 above.

4.4.1.4 For subsections 4.4.1.2 and 4.4.1.3 above, the "Date of Reopening" is defined as the earlier of the following dates: (1) the date that all federal, state and local restrictions related to COVID-19 are released; or, (2) **November 1, 2020.**"

5. **IMPOSSIBILITY OF PERFORMANCE.** Under Section 28 of the Lease, payment of Rent is not excused in the event of an "Unavoidable Delay" as defined therein. In light of COVID-19 restrictions and impacts on the Tenant, the Landlord and Tenant agree to add the following provision under Section 28:

"Notwithstanding the foregoing, **if on November 1, 2020 or thereafter**, governmental restrictions are imposed due to an infectious disease which restrictions limit the Tenant's use of its existing indoor occupancy, Tenant's payment of the then accruing Base Rent shall be deferred consistent with the extent that the governmental regulations restrict Tenant's existing indoor occupancy ("Additional Deferred Rent"). By way of example only, if governmental restrictions due to an infectious disease limits Tenant's existing indoor occupancy to 25 percent of Tenant's indoor occupancy, 75 percent of Tenant's then accruing Base Rent shall be deferred until the Date of Reopening (as defined below). During the period of time in which Tenant's Base Rent is deferred under this provision, Tenant shall not be entitled to any abatement of the Rent under this Lease or otherwise. Tenant shall have one (1) year from the Date of Reopening (as defined below) to pay the Additional Deferred Rent to the Landlord. If Tenant fails to pay the Additional Deferred Rent within one (1) year from the Date of Reopening (as defined below), the Landlord, in addition to all other rights and remedies under this Lease and under applicable law, shall have the right to declare all Rent due under the then existing Lease term, including the Additional Deferred Rent plus interest, as immediately due and payable. Failure to pay the Additional Deferred Rent shall also be considered a Monetary Default under section 7 of the Lease. The Additional Deferred Rent shall accrue interest from the Date of Reopening (as defined below) until paid in full at the rate set forth in section 55.03, Florida Statutes, regarding interest on judgments. As of the Date of Reopening (as defined below), Tenant shall resume payment of all Rent due under the Lease without abatement or deferral under any provision of the Lease or otherwise. For this provision regarding Additional Deferred Rent, the "Date of Reopening" is defined as the earlier of the following dates: (1) the date that all governmental restrictions related to the infectious disease are released; or, (2) one year from the date the governmental restrictions were put in place (even if governmental restrictions are still in place). If new governmental restrictions are mandated during the one

(1) year of Tenant’s repayment of the Additional Deferred Rent due to a new infectious disease, the Tenant’s repayment of the Additional Deferred Rent shall not be abated or deferred. However, this provision will apply to the new infectious disease and will allow for the deferral of the Tenant’s Base Rent then accruing consistent with the extent of the new mandated governmental restrictions on Tenant’s indoor occupancy.”

6. **SCRUTINIZED COMPANIES.** A new Section 32.15 is added to the Lease as follows:

32.15 **SCRUTINIZED COMPANIES.**

32.15.1 Tenant certifies that it and any sublessee is not on the Scrutinized Companies that Boycott Israel List and is not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the Landlord may immediately terminate this Lease at its sole option if the Tenant or a sublessee is found to have submitted a false certification; or if the Tenant or sublessee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Lease.

32.15.2 The Tenant agrees to observe the above requirements for applicable subleases entered into for performance under the Lease.

32.15.3 The Tenant agrees that the certifications in this section shall be effective and relied upon by the Landlord for the term of the Lease, including any and all renewals.

32.15.4 The Tenant agrees that if it or any of its sublessees’ status changes in regards to any certification herein, the Tenant shall immediately notify the Landlord of the same.

32.15.5 As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

7. **COUNTERPARTS.** Each party may sign one copy of this Second Amendment and together, whether by signed original or facsimiled or e-mailed copy, the signed copies shall constitute one, fully executed Second Amendment.

8. **ENTIRE AGREEMENT.** This Second Amendment is intended to amend the Lease as specified herein and shall take precedence over the Lease and the First Amendment. All other terms of the Lease, as previously amended by the First Amendment, that are not amended by this Second Amendment shall remain in full force and effect. No other agreements, statement, or promise relating to the subject matter of this Second Amendment and the Lease, as amended by the First Amendment, which are not contained herein or therein shall be valid or binding.

9. **EFFECTIVE DATE.** This Second Amendment shall not be binding upon the parties until approved by the Tenant and the City Commission of the City of Lake Worth Beach, as the Landlord. The Effective Date of this Second Amendment shall be the date this Second Amendment is approved and fully executed by the Landlord.

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SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to the Lease (with RTT-Benny's on the Beach, Inc., as the Tenant) to be executed by their duly authorized representatives on the date(s) set forth below.

LANDLORD: CITY OF LAKE WORTH BEACH, FLORIDA

Witness:
By: [Signature]

Print Name: Wanda Maldonado

By: [Signature]
Betty Resch, Mayor

Date: 8/18/21



ATTEST:

Melissa Ann Coyne, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: Christy Goddeau
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL SUFFICIENCY

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

TENANT: RTT-BENNY'S ON THE BEACH, INC.

Witnesses (two):

[Signature]
Signature

LEELA WHARWOOD
Print Name

[Signature]
Signature

Frank Block
Print Name

By: [Signature]
Print Name: LEE LIPTON
Title: president

Date: 7/13/2021

STATE OF FLORIDA)
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me, by means of [] physical presence or [] online notarization, this 13 day of July, 2020, 2021 by LEE LIPTON as the PRESIDENT (title) of RTT-Bennys on the Beach Inc, and who is personally known to me or who has produced the following photo as identification.



Notary Public [Signature]
Print name: LEELA WHARWOOD
My commission expires: 6/1/2023

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO THE LEASE ("Amendment" hereinafter) is made this 5 day of ^{July} ~~July~~, 2015 between the **City of Lake Worth**, Florida, a municipal corporation ("Landlord" hereinafter), with its principal office located at 7 North Dixie Highway, Lake Worth, Florida 33460, and, **RTT-BENNY'S ON THE BEACH, INC.**, a corporation authorized to do business in the State of Florida, ("Tenant" hereinafter).

RECITALS

WHEREAS, on February 11, 2014, the Landlord entered a Lease with the Tenant for premises located on the City of Lake Worth Municipal Pier for use by the Tenant as a restaurant with incidental retail sales and a bait shop (the "Lease" hereinafter);

WHEREAS, the Tenant approached the Landlord about using an extra 400 square feet of space adjacent to and west of the Lease premises for additional food and beverage services ("Patio Area" hereinafter);

WHEREAS, the Landlord and Tenant have negotiated a price of \$15 per square foot as the annual payment to the Landlord for the Patio Area, which is to be made in monthly installments of \$500 per month to the Landlord;

WHEREAS, the Tenant has been using the Patio Area since March 1, 2015 and agrees to pay the Landlord \$2000 in recognition of such use through July 1, 2015;

WHEREAS, the Landlord and Tenant desire to amend the Lease to provide terms and conditions for the Tenant's use of the Patio Area.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the Landlord and Tenant agree to amend the Lease as follows:

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

2: AMENDMENT TO LEASE. A new paragraph 4.5 is added to the Lease as follows:

4.5 PATIO. So long as the federal, state, and local laws, codes, zoning restrictions, ordinances, regulations, and safety requirements permit, Landlord agrees that Tenant shall have a revocable license to use the area adjacent to and immediately outside of the Premises, as described on Exhibit "A" attached hereto and incorporated herein ("Patio Area" hereinafter); provided that, Tenant complies at all times with the following license requirements for the Patio Area:

- 4.5.1 Tenant's use of the Patio Area shall comply with all laws, codes, zoning restrictions, ordinances, regulations, safety requirements, approvals, permits and licenses relating thereto.
- 4.5.2 Tenant shall obtain at its sole cost and expense all necessary approvals, permits, and licenses in connection with use of the Patio Area (with copies furnished to Landlord) and keep the same in full force and effect during Tenant's use of the Patio Area; provided that, Tenant's failure to obtain such approvals, permits and licenses shall not be deemed to be a contingency of the effectiveness of the Lease or entitle Tenant to terminate the Lease.
- 4.5.3 Tenant shall install, at its sole cost and expense, all furniture and equipment (collectively, "Furniture") it deems desirable for its use in the Patio Area and Tenant shall be solely responsible for any destruction, damage, theft, or vandalism of, or to, the Furniture. If at any time the Furniture is damaged or is in need of repair or replacement, Tenant shall promptly repair or replace the same and maintain all Furniture to present a clean and functioning appearance.
- 4.5.4 Tenant hereby covenants and agrees that it shall not: (i) restrict access to the Premises or pedestrian flow through the areas outside the Patio Area; (ii) erect or place any canopy or other enclosure or covering on the Patio Area without Landlord's prior written approval; (iii) permit any music or other similar sounds to be played in the Patio Area without Landlord's prior written approval; or (iv) permit loitering in the Patio Area by persons who are not customers of Tenant.
- 4.5.5 Tenant shall clean and keep in good repair the Patio Area and shall remove all trash generated therefrom on a daily basis or more frequently as needed. If Tenant fails to clean or keep the Patio Area in good repair, or remove trash therefrom as required by this section, then in addition to and not in lieu of any other remedy to which Landlord may be entitled, Landlord shall have the right but not the obligation, upon 24 hours' prior written notice to Tenant, to clean and/or repair the Patio Area, or remove the trash on Tenant's behalf; and Tenant shall pay Landlord 125 percent of Landlord's cleaning, repair, or trash removal costs (including any overtime costs) immediately upon Landlord's demand therefore.
- 4.5.6 Tenant shall reimburse Landlord immediately upon Landlord's demand therefore, the cost of repairs or restoration of the common areas arising out of Tenant's use of the Patio Area or acts or

negligence of Tenant, its customers, employees, agents, contractors, invitees, or licensees.

- 4.5.7 Tenant agrees to pay the Landlord \$15.00 per square foot per annum for use of the Patio Area which shall be added to the Lease Rent and subject to all escalation clauses contained in this Lease document including lease renewal options ("Patio Area Rent"). The Tenant's payment of the Patio Area Rent shall be made in equal monthly installments (initially at the rate of \$500 per month) commencing July 1, 2015. The Patio Area Rent shall be paid at the same time and in the same manner as the Tenant's Rent is paid under the Lease. If Tenant terminates its use of the Patio Area or the City revokes the license to use the Patio Area, the Patio Area Rent will be terminated as of the effective date of said termination or revocation (with the amount prorated on a daily basis). Tenant shall also pay any and all taxes and assessments related to or arising out of Tenant's use of the Patio Area.
- 4.5.8 Tenant will cooperate with the Landlord and reasonably accommodate the Landlord's request to conduct special events in the Patio Area; provided that, the Landlord will use the food and beverage services of the Tenant for such special events.
- 4.5.9 Tenant's right granted herein to use the Patio Area is neither transferable nor assignable independently from its leasehold interest.
- 4.5.10 Landlord shall have no liability to Tenant if it is unable to use the Patio Area for any reason; provided that if Tenant is unable to use the Patio Area due to Landlord's negligence or wrongful acts or the failure of any governmental agency to issue required licenses or permits necessary to use the Patio Area as provided for in this Lease Amendment, the Patio Area Rent shall be abated for that period of time that Tenant is unable to use the Patio Area. Tenant must notify Landlord within five (5) business days of being unable to use the Patio Area , or the Tenant waives the right to have the Patio Area Rent abated.
- 4.5.11 Landlord shall be entitled, for reasonable cause, to revoke Tenant's license to use the Patio Area, upon 30 days' prior written notice to Tenant ("Revocation Notice") setting forth the reason for the revocation ("Defect") and providing Tenant with the right to cure the Defect within thirty (30) days of its receipt of the Revocation Notice ("Cure Period"). In the event Tenant has not cured the Defect within the Cure Period, or if the Defect is such that it cannot be reasonably cured within the Cure Period, if Tenant has not commenced the correction of the Defect within the Cure Period and diligently pursued its resolution, then in that event Landlord may remove Tenant therefrom; and, prior to the revocation

of such license, Tenant, at its sole cost and expense, shall remove its Furniture from the Patio Area and restore the Patio Area to its condition prior to Tenant's use thereof, ordinary wear and tear excepted. If Tenant fails to do so, then Landlord may remove Tenant's Furniture and restore the Patio Area, and Tenant shall pay the cost of such removal and restoration to Landlord, upon demand. Notwithstanding anything to the contrary in this Lease, Landlord, in its sole and absolute discretion, shall be entitled to revoke Tenant's license to use the Patio Area upon 180 days' prior written notice to Tenant.

- 4.5.12 Tenant shall be entitled, in its sole and absolute discretion, to terminate its use of the Patio Area, upon 30 days' prior written notice to Landlord; and, prior to the termination of such use, Tenant, at its sole cost and expense, shall remove its Furniture from the Patio Area and restore the Patio Area to its condition prior to Tenant's use thereof, ordinary wear and tear excepted. If Tenant fails to do so, then Landlord may remove Tenant's Furniture and restore the Patio Area, and Tenant shall pay the cost of such removal and restoration to Landlord, upon demand.
- 4.5.13 Should Landlord require the use of any portion of the Patio Area in connection with special events at the Premises or Beach; operation or maintenance of the Premises or Beach; or, for any other purpose or use, Tenant shall remove its Furniture and other personal property from the Patio Area for such periods of time as Landlord shall designate in order to accommodate such uses. Such Landlord use shall be limited to no more than five (5) times per calendar year.
- 4.5.14 To the fullest extent permitted by laws, Tenant shall indemnify, defend, save and hold harmless, Landlord, its officers, agents and employees from any and all claims, damages, losses, liabilities and expenses, pertaining to or arising out of the City's License of the Patio Area to Tenant and/or Tenant's use of the Patio Area by the Tenant, any of its contractors, agents, officers, employees, invitees or guests. Tenant shall pay all losses, claims, liens, settlements, or judgments of any nature whatsoever in connection with the foregoing indemnification, including but not limited to, reasonable attorney's fees (including at all levels of trial and appeals). All costs and attorney's fees associated with any such defense shall be the responsibility of the Tenant. Nothing contained herein is intended nor shall it be construed to waive the Landlord's rights and immunities under the common law or Florida Statute 768.28, as amended from time to time.

The Tenant's obligation to defend the Landlord in the defense and trial of any claim and related settlement negotiations, shall be triggered by the Landlord's notice of claim to Tenant. Tenant's inability to evaluate liability or its evaluation of liability, shall not excuse the Tenant's duty to defend within 7 days after such notice is given by the Landlord. Only an adjudication or judgment after the highest appeal is exhausted, specifically finding the Landlord solely negligent, shall excuse performance of this provision by Tenant and Tenant shall pay all costs and attorney's fees related to this obligation and its enforcement by the Landlord. The Landlord's failure to notify the Tenant of a claim shall not release the Tenant from the above duty to indemnify.

- 4.5.15 The parties hereto agree that the Landlord's right to terminate the license to use the Patio Area as stated herein is absolute and shall not result in any inequity to Tenant because of any Furniture purchased and used in the Patio Area or any authorized improvements by Tenant to the Patio Area. Accordingly, the license to use the Patio Area shall not be construed as an irrevocable license or a license coupled with an interest because of said Furniture or improvements.
- 4.5.16 The Tenant acknowledges that the Landlord and the public will be irreparably damaged if the terms and conditions of the license to use the Patio Area are not adhered to and specifically enforced. Therefore, in the event of a violation or threatened violation by the Tenant of the terms and conditions stated herein for the Patio Area, then the Landlord shall be entitled to all the rights and remedies, including but not limited to injunctive relief, restraining such violation without being required to show any actual damage, irreparable harm, or to post any bond or other security.
- 4.5.17 Nothing contained herein, whether express or implied, is intended to confer any rights or remedies under or by reason of this license on any persons other than the parties hereto and their respective administrators and legal representatives, nor is anything in this license intended to relieve or discharge the obligation or liability of any third person to any party to this license nor shall any provision give any third persons any right of subrogation or action over or against any party to this license.
- 4.5.18 Tenant shall ensure that all Furniture (in whole or in part) remains inside the Patio Area. Failure to keep all Furniture inside the Patio Area may result in the City immediately requiring Tenant to remove the Furniture; define the Patio Area with paint and/or other border; and/or, revoke Tenant's license to use the Patio Area.

4.5.19 Tenant shall extend its Commercial General Liability insurance (as required under the Lease) to the Patio Area and maintain the same at all times while the Tenant uses the Patio Area. Tenant shall provide proof of the extended insurance to the Landlord upon the execution of this Amendment.

4.5.20 For purposes of the rights and obligations of the parties under the Lease, the Patio Area shall be considered part of the Premises; however the provisions herein related to the license to use the Patio Area shall supersede any conflict provisions in the Lease regarding the Premises.

3: PAYMENT OF EARLIER PATIO AREA RENT. The Tenant agrees to pay the Landlord \$2,000 upon the execution of this Amendment as Patio Area Rent for the Tenant's use of the Patio Area from March 1, 2015 to June 30, 2015.

4: ENTIRETY OF AGREEMENT. The Landlord and Tenant agree that the Lease including this Amendment set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. Except as may be provided for in the Lease, none of the provisions, terms and conditions contained in the Lease including this Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

5: LEGAL EFFECT. This Amendment shall not become binding and effective until approved by the City Commission.

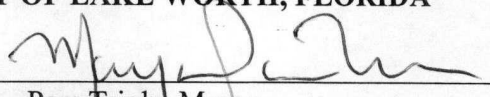
6: COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Amendment.

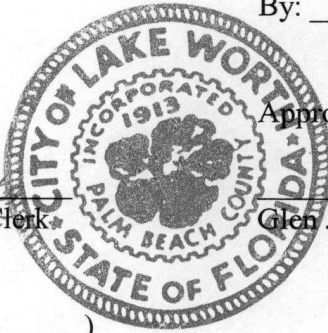
7: AMENDMENT. Except as stated herein, all other terms and conditions of the Lease shall remain in full force and effect.

(SIGNATURE PAGES FOLLOW)

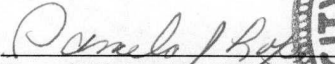
IN WITNESS WHEREOF the parties hereto have made and executed this First Amendment to the Lease on the day and year first above written.

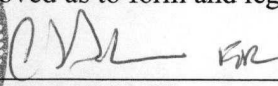
CITY OF LAKE WORTH, FLORIDA

By: 
Pam Triolo, Mayor



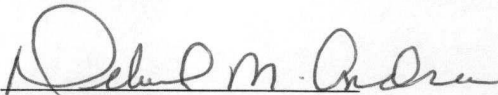
ATTEST:


Pamela J. Lopez, City Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia, City Attorney

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

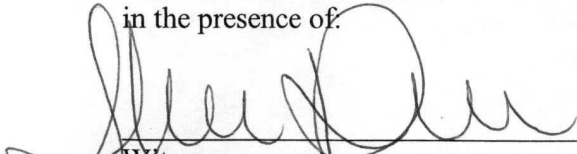
The foregoing instrument was acknowledged before me this 5th day of July, 2015, by Pam Triolo, Mayor, and Pam Lopez, City Clerk, on behalf of the City of Lake Worth, and who are personally known to me.


NOTARY PUBLIC

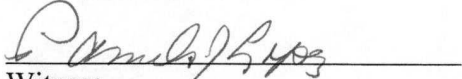


(SIGNATURE PAGE FOLLOWS)

Signed, sealed and delivered
in the presence of.

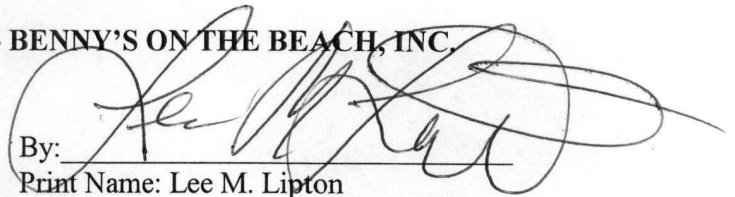


Witness
Shanovia Denwiddie
(print name of witness)



Witness
Pamela J. Lopez
(print name of witness)

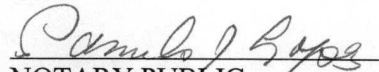
RTT- BENNY'S ON THE BEACH, INC.

By: 

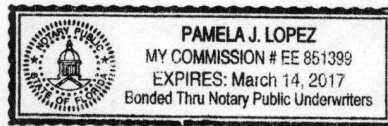
Print Name: Lee M. Lipton
Title: President

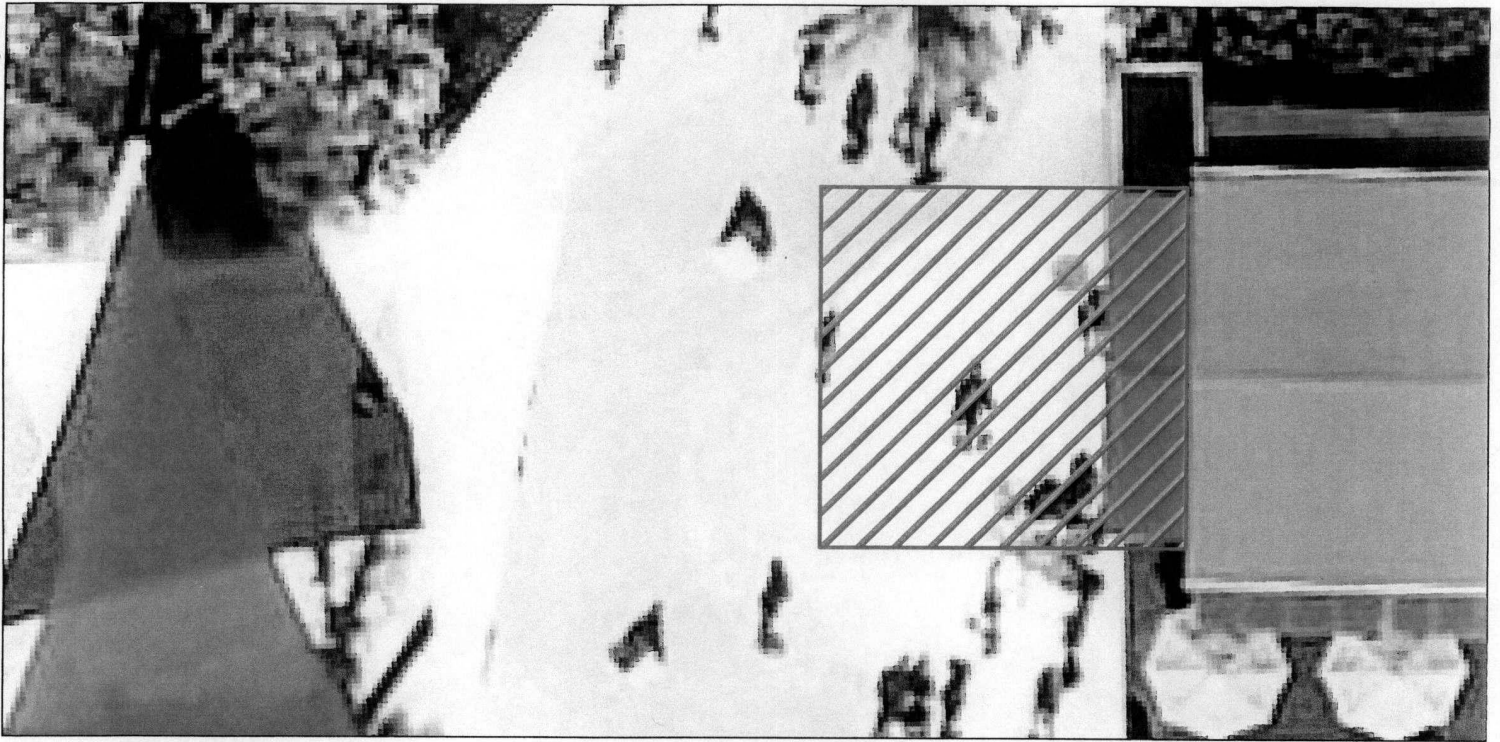
STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 23 day of July, 2015, by Lee M. Lipton, as President of **RTT- BENNY'S ON THE BEACH, INC.**, a Florida corporation, on behalf of said company, who () is personally known to me or () produced _____ as identification.



NOTARY PUBLIC





Benny's Patio Area 20' x 20'



Exhibit A

PREPARED BY
MICHAEL ELEVINS
THE CITY OF LAKE WORTH
COMMUNITY SUSTAINABILITY
DEPARTMENT
1960 S.W. 57th St
LAKE WORTH, FL 33463
Updated 03.26.2010

LEASE

THIS LEASE (the "Lease") is made and entered into as of the Commencement Date of this Lease, by and between Landlord and Tenant

WITNESSETH:

Subject to and on the terms and conditions of this Lease, Landlord leases to Tenant and Tenant leases from Landlord the Premises.

1. BASIC LEASE INFORMATION AND DEFINED TERMS. The key business terms of this Lease and the defined terms used in this Lease are as follows:

1.1 Landlord. CITY OF LAKE WORTH, a municipal corporation under the laws of the State of Florida.

1.2 Tenant. RTT-BENNY'S ON THE BEACH, INC., a Florida corporation.

1.3 Tenant's Trade Name. Benny's on the Beach.

1.4 Premises. The Premises is more particularly described as the following which are located on the Pier: Concession building (less the transformer room which is maintained and controlled by the Landlord); restroom; interior dining room; roof top deck; adjacent patio area; west end deck area; takeout service area; and, kitchen/preparation areas.

1.5 Pier. The Pier shall refer to the Lake Worth Municipal Ocean Pier owned by the Landlord, located in the County of Palm Beach, State of Florida, and excludes the Premises for purposes of this Lease. This Lease shall provide solely for the Management of the Pier by the Tenant, but shall not provide for the Tenant to acquire a leasehold interest in the Pier. Management of the Pier is as set forth in Section 15 of this Lease.

1.6 Permitted Use of the Premises. The Premises shall only be used for the following permitted uses: restaurant, incidental retail sales, and bait shop as further detailed in Article 4 of this Lease regarding use of the Premises.

1.7 Commencement Date. The Commencement Date shall be the date this Lease is approved by the City Commission.

1.8 Lease Term. The Lease Term shall be a term commencing on the Commencement Date and continuing for one hundred twenty (120) full calendar months (plus any partial calendar month in which the Commencement Date falls), as extended or sooner terminated under the terms of this Lease. If the Commencement Date falls on a day other than the first day of a month, the first month of the Lease Term shall commence on the first day of the calendar month immediately following the Commencement Date and the pro rata portion of the Rent shall be paid by Tenant for the partial month.

1.9 Rent. The Tenant shall pay twenty thousand dollars and no/100 (\$20,000.00) per month, plus applicable taxes, for the Premises, as more fully set forth herein. Tenant is an existing long term tenant of the Landlord at the current location pursuant to a Lease under which no security deposit is required. No security deposit shall be required under this Lease.

1.10 Tenant's Notice Address. 10 South Ocean Boulevard, Lake Worth, FL 33460 with a copy to The Young Law Firm at P.O. Box 2192, West Palm Beach, FL 33402 or to other such address as the Tenant shall notify the Landlord in writing.

1.11 Landlord's Notice Address. c/o City Manager, City of Lake Worth, 7 North Dixie Highway, Lake Worth, Florida 33460.

1.12 Landlord's Broker. N/A.

1.13 Tenant's Broker. N/A.

1.14 Business Days. All days other than Saturdays, Sundays, or Legal Holidays observed by the Landlord in the conduct of its business.

2. TERM. Tenant shall have and hold the Premises for the Lease Term. Tenant shall observe and perform all of its obligations under this Lease from the Commencement Date.

3. OPTION TO EXTEND LEASE. Provided that Tenant is not currently in default of the Lease, Tenant shall have the following options to extend the Lease Term: a) one initial eight (8) year option to extend the Lease Term ("Initial Extension"), and b) after exercising the Initial Extension, a second, twenty-three (23) month option to extend the Lease Term ("Second Extension"). All options to extend the Lease Term shall be effective provided that Tenant shall provide written notice to Landlord of its election to extend the Lease Term at least six (6), but not more than eighteen (18) months, prior to the expiration of the Initial or Second Extension of the Lease Term, with time being of the essence as to this notification period. Landlord shall have no obligation to notify Tenant hereafter of the required notification date to extend the Lease Term and Tenant shall be deemed to have waived its extension option(s) in the event Tenant fails to notify Landlord in writing by the required notification date. All terms and conditions of the Lease shall remain unchanged and in full force and effect upon Tenant's extension of the Lease Term; however, Rent for both the Initial and Second Extension of the Lease Term shall be negotiated and agreed to in writing by the parties prior to the commencement of the Initial Extension. The Rent negotiated for the Initial Extension shall also be the Rent amount for the Second Extension. The Rent demanded by Landlord for the Initial Extension shall not exceed an amount consistent with the rent for similar restaurant operations in similar locations located in Florida but shall take into consideration that the Rent will remain in effect for both the Initial and Second Extensions of the Lease Term.

4. USE.

4.1 Permitted Use - Restaurant. Tenant shall continuously use and occupy the Premises only for the use of the restaurant and incidental retail sales ("Permitted Use"), in keeping with the historical standards of quality, respect, decorum, integrity, finesse, and stability. Tenant shall not use or permit or suffer the use of the Premises for any other business or purpose. Tenant shall conduct its business in the Premises solely under Tenant's Trade Name, Benny's on the Beach. The provisions of this article are in the nature of restrictive covenants running with the land. Tenant shall warehouse, store, and stock in the Premises only goods, wares, and merchandise that Tenant intends to offer for sale at, in, from, or upon the Premises.

4.2 No Offensive or Illegal Use. No use of the Premises during the Lease Term or extension thereof shall be offensive to the public by reason of odor, fumes, noise, or traffic; no illegal activity shall be conducted on the Premises by Tenant or by anyone claiming the right to use the Premises by or through Tenant; and no activities on the Premises shall be permitted by Tenant, or by anyone claiming the right to use the Premises by or through Tenant, which are, in the sole discretion of Landlord, immoral or lewd or capable of subjecting the Premises to an unfavorable reputation or reducing the sale or rental value of the Premises.

4.3 Conduct of Business. Throughout the Lease Term, Tenant shall actively conduct its restaurant business upon at least the Minimum Business Hours of 10:00am to 5:00pm, Monday through Saturday, and 12:00pm to 5:00pm on Sunday. Tenant shall be permitted to conduct its restaurant business during the same hours as the Pier operations. The Tenant shall be permitted to operate under a full liquor license within the Premises so long as it has the applicable state license. Interruption of Tenant's business because of any act of war, strike, fire, the elements, governmental action, or other cause beyond the reasonable control of the Tenant shall not constitute a default under this article, but no interruption of business shall affect the Tenant's responsibility to pay any form of rent due under this Lease except as specifically provided in section 15.6 regarding closure of the Pier. Tenant shall keep the Premises fully staffed with experienced personnel.

4.4 RENT. Tenant shall pay Rent (which includes applicable taxes) to Landlord in lawful United States currency. All Rent shall be payable in monthly installments, in advance, beginning on the Commencement Date, and continuing on the first day of each and every calendar month thereafter during the Lease Term and any extension thereof. Unless otherwise expressly provided, all monetary obligations of Tenant to Landlord under this Lease, of any type or nature, other than Rent, shall be denominated as Additional Rent. Except as otherwise provided, Additional Rent payments are due ten days after delivery of an invoice. Tenant shall pay monthly to Landlord any sales, use, or other tax (excluding state and federal income tax) now or hereafter imposed on any Rent due under this Lease. All Rent shall be paid to Landlord without demand, setoff, or deduction whatsoever, except as specifically provided in this Lease, at Landlord's Notice Address, or at such other place as Landlord shall designate in writing to Tenant. Tenant's obligations to pay Rent are covenants independent of the Landlord's obligations under this Lease. Tenant shall also be responsible for Real Estate Taxes apportioned to the Premises. The term "**Real Estate Taxes**" shall mean the

total of all taxes, assessments, and other charges by any governmental or quasi-governmental authority, including real and personal property taxes, transit and other special district taxes, franchise taxes, and solid waste assessments that are assessed, levied, or in any manner imposed on the Premises. Real Estate Taxes are paid annually.

5. ASSIGNMENT OR SUBLETTING.

5.1 General. Tenant may not transfer any of its rights under this Lease, voluntarily or involuntarily, whether by merger, consolidation, dissolution or operation of law, without Landlord's prior written consent which shall not be unreasonably withheld. Tenant may not sublease, assign, mortgage or encumber the property. Any transfer by Tenant in violation of this article shall, at Landlord's option, be void. Tenant shall submit in writing to Landlord, not later than 30 days before any anticipated transfer, (a) the name and address of the proposed transferee, (b) a duly executed counterpart of the proposed transfer agreement, (c) reasonably satisfactory information as to the nature and character of the business of the proposed transferee, as to the nature and character of its proposed use of the space, and (d) banking, financial, or other credit information relating to the proposed transferee reasonably sufficient to enable Landlord to determine the financial responsibility and character of the proposed transferee.

5.2 Consent Criteria. Notwithstanding the foregoing, Landlord's consent to a transfer may be withheld in Landlord's sole and absolute discretion, to any party who: (a) does not have the financial wherewithal to discharge its obligations under the Lease, (b) if Lessee is in default under this Lease beyond applicable notice and cure periods, or (c) the transferee has been disbarred, suspended or rendered ineligible to enter into contracts with Landlord, County of Palm Beach, or any other municipal, state or federal entity. In the event Landlord withholds consent to any transfer contrary to the provisions of this article, Tenant's sole remedy will be to seek injunctive relief against or specific performance by Landlord.

6. INSURANCE.

6.1 Tenant's Insurance. Tenant shall obtain and keep in full force and effect the following insurance coverages:

6.1.1. Commercial general liability insurance, including contractual liability, on an occurrence basis, on the then most current Insurance Services Office ("ISO") form with combined single limits of \$1 million per occurrence / \$2 million aggregate; property insurance on the ISO causes of loss-special form, in an amount adequate to cover 100% of the replacement costs of all of Tenant's property at the Premises; and, fire legal liability in the amount of at least \$300,000 (which may be part of the GL policy).

6.1.2. Workers' compensation insurance; and,

6.1.3 Liquor liability insurance in the amount of \$1 million.

In addition, plate glass insurance with a deductible of not more than \$250 – is encouraged, but is not required. The commercial general liability insurance shall be primary and non-contributing to any insurance otherwise available to Landlord and shall not have any deductibles. Tenant shall comply with all requirements of the Board of Fire Underwriters of Florida any other similar body affecting the Premises and shall not use the Premises in a manner that shall increase the rate of fire insurance or other insurance of Landlord over that in effect during the year before the Commencement Date. Tenants insurance shall cover all property located within the Premises. The Landlord reserves the right to reasonably require additional insurance or modify the required insurance of the Tenant under the Lease. The City Manager or his or her designee is authorized to make such modification to the insurance requirements with such modification made by written notice to the Tenant.

6.2 Insurance Requirements. All Tenant's insurance policies shall be written with insurance companies and shall have coverage limits acceptable to Landlord and having a policyholder rating of at least "A-" and a financial size category of at least "Class XII" as rated in the most recent edition of "Best's Key Rating Guide" for insurance companies. The commercial general liability insurance policy shall name Landlord and Landlord's managing agent (if any) as additional insureds. All policies shall provide that they may not be terminated or modified in any way that would materially decrease the protection afforded Landlord under this Lease without 30 days' advance notice to Landlord. Tenant shall furnish evidence that it maintains all insurance coverages required under this Lease (ACORD 25 for Commercial General Liability and the 2003 edition of ACORD 28 for Property, with copies of declaration pages for each required policy). Coverage amounts for the commercial general liability insurance may be increased after commencement of the fifth full year of the Lease Term, if Landlord shall reasonably determine that an increase is necessary for adequate protection.

6.3 Waiver of Subrogation. Landlord and Tenant each expressly, knowingly, and voluntarily waive and release any claims that they may have against the other or the other's employees, agents, or contractors as a result of the acts or omissions of the other party or the other party's employees, agents, or contractors (specifically including the negligence of either party or its employees, agents, or contractors and the intentional misconduct of the employees, agents, or contractors of either party), to the extent any such claims are covered by the worker's compensation, employer's liability, property, rental income, business income, or extra expense insurance described in this Lease, or other property insurance that either party may carry at the time of an occurrence. Landlord and Tenant shall each, on or before the earlier of the Commencement Date or the date on which Tenant first enters the Premises for any purpose, obtain and keep in full force and effect at all times thereafter a waiver of subrogation from its insurer concerning the workers' compensation, employer's liability, property, rental income, and business interruption insurance maintained by it for the Premises and the property located in the Premises. This section shall control over any other provisions of the Lease in conflict with it and shall survive the expiration or sooner termination of this Lease.

7. DEFAULT.

7.1 Events of Default. Each of the following shall be an event of default under this Lease: (a) Tenant fails to make any payment of Rent or Additional Rent when due ("**Monetary Default**"); (b) Tenant fails to perform any other obligation under this Lease; (c) Tenant violates any requirement under the Use article of this Lease; (d) Tenant becomes bankrupt or insolvent or makes a general assignment for the benefit of creditors or takes the benefit of any insolvency act, or if any debtor proceedings be taken by or against Tenant or any Guarantor; surety; (e) a receiver or trustee in bankruptcy is appointed for the Tenant's property and the appointment is not vacated and set aside within 60 days from the date of the appointment; (f) Tenant rejects this Lease in any bankruptcy, insolvency, reorganization, or arrangement proceedings under the Bankruptcy Code or any State insolvency laws; (g) Tenant ceases to conduct business in the Premises for a period of 15 consecutive days, unless such cessation is authorized under other provisions of this Lease, or of court, or request of the Landlord; (h) Tenant, before the expiration of the Lease Term, and without the written consent of Landlord, vacates the Premises or abandons possession of the Premises; (i) the leasehold estate granted to Tenant by this Lease is taken on execution or other legal process; (j) Tenant transfers this Lease in violation of the Assignment or Subletting article; or (k) Tenant fails to deliver an estoppel certificate within the time period required by the Estoppel Certificates article of this Lease.

7.2 Remedies. If Tenant's default is other than a Monetary Default, Landlord shall deliver to Tenant a Notice of Default, providing that the Tenant shall have thirty (30) days to cure said default. If Tenant's default is a Monetary Default, Landlord shall deliver to Tenant a Notice of Default, providing that Tenant shall have ten (10) days to cure said default. If Tenant remains in material default after thirty (30) days have expired, or ten (10) days for a Monetary Default, in addition to all remedies provided by law, Landlord may declare the entire balance of all forms of Rent due under this Lease for the remainder of the Lease Term to be forthwith due and payable and may collect the then present value of the Rents (calculated using a discount rate equal to the discount rate of the branch of the Federal Reserve Bank closest to the Premises in effect as of the date of the default). In addition, Landlord may institute a distress for rent action and obtain a distress writ under Sections 83.11 through 83.19, Florida Statutes. If this Lease is rejected in any bankruptcy proceeding, Rent for the entire month in which the rejection occurs shall be due and payable in full and shall not be prorated. **TENANT EXPRESSLY, KNOWINGLY, AND VOLUNTARILY WAIVES (I) ALL CONSTITUTIONAL, STATUTORY, OR COMMON LAW BONDING REQUIREMENTS, INCLUDING THE REQUIREMENT UNDER SECTION 83.12, FLORIDA STATUTES, THAT LANDLORD FILE A BOND, IT BEING THE INTENTION OF THE PARTIES THAT NO BOND SHALL BE REQUIRED TO BE FILED BY LANDLORD IN ANY DISTRESS ACTION; AND (II) THE RIGHT UNDER SECTION 83.14, FLORIDA STATUTES, TO REPLEVY DISTRAINED PROPERTY.**

7.3 Landlord's Right to Perform. If Tenant defaults, Landlord may, but shall have no obligation to, perform the obligations of Tenant, and if Landlord, in doing so, makes any expenditures or incurs any obligation for the payment of money, including reasonable attorneys' fees, the sums so paid or obligations incurred shall be paid by Tenant to Landlord within five days of rendition of a bill or statement to Tenant therefor.

7.4 Late Charges, Interest, and Bad Checks. If any payment due Landlord shall not be paid within five days of the date when due, Tenant shall pay, in addition to the payment then due, an administrative charge equal to the greater of (a) 5% of the past due payments, or (b) \$250. All payments due Landlord shall bear interest at the lesser of: (a) 18% per annum, or (b) the highest rate of interest permitted to be charged by applicable law, accruing from the date the obligation arose through the date payment is actually received by Landlord. If any check given to Landlord for any payment is dishonored for any reason whatsoever not attributable to Landlord, in addition to all other remedies available to Landlord, upon demand, Tenant will reimburse Landlord for all insufficient funds, bank, or returned check fees, plus an administrative fee not to exceed the maximum amount prescribed by

Section 68.065, Florida Statutes. In addition, Landlord may require all future payments from Tenant to be made by cashier's check from a local bank or by Federal Reserve wire transfer to Landlord's account.

7.5 Limitations. None of Landlord's officers, employees, agents, directors, shareholders, partners, members, managers, or affiliates shall ever have any personal liability to Tenant. No person holding Landlord's interest shall have any liability after such person ceases to hold such interest, except for any liability accruing while such person held such interest. No act or omission of Landlord or its agents shall constitute an actual or constructive eviction of Tenant or a default by Landlord as to any of its obligations under this Lease unless Landlord shall have first received written notice from Tenant of the claimed default and shall have failed to cure it after having been afforded reasonable time in which to do so, which in no event shall be less than 30 days. Further, Tenant waives any claims against Landlord that Tenant does not make in writing within 30 days of the onset of the cause of such claim. Landlord and Tenant each waive all rights (other than Article 24, End of Term) to consequential damages, lost profits, punitive damages, or special damages of any kind.

7.6 Security Interest. Tenant hereby grants to Landlord a lien and security interest on all property of Tenant now or hereafter placed in or upon the Premises including, but not limited to, all fixtures, furniture, inventory, machinery, equipment, merchandise, furnishings and other articles of personal property, and all proceeds of the sale or other disposition of such property (collectively, the "Collateral") to secure the payment of all Rent or Additional Rent to be paid by Tenant pursuant to this Lease. Such lien and security interest shall be in addition to any landlord's lien provided by law. This Lease shall constitute a security agreement under the Uniform Commercial Code, so that Landlord shall have and may enforce a security interest in the Collateral. Tenant authorizes Landlord to file a financing statement or statements and any further documents as Landlord may now or hereafter reasonably require to protect such security interest under such Code. Landlord, as secured party, shall be entitled to all rights and remedies afforded a secured party under such Code, which rights and remedies shall be in addition to Landlord's liens and rights provided by law or by the other terms and provisions of this Lease.

8. ALTERATIONS. "Alterations" shall mean any alteration, addition, or improvement in or on or to the Premises of any kind or nature, including any improvements made prior to Tenant's occupancy of the Premises. Tenant shall make no Alterations which affect utility services or plumbing and electrical lines or fire suppression or other systems of the Premises that are exterior to the Premises without the prior written consent of Landlord, which consent may be withheld in Landlord's sole discretion ("Material Alterations"). Tenant may make non-Material Alterations with Landlord's prior consent which consent shall not be unreasonably withheld. All Alterations shall be performed in accordance with Landlord's Tenant Alterations Rules and Requirements attached to this Lease as Exhibit "B" and incorporated herein. Before alterations commence, the general contractor shall obtain a payment and performance bond in form complying with Section 713.23, Florida Statutes, as amended from time to time. In addition, a copy of the bond, the contractor's license(s) to do business in the jurisdiction(s) in which the Premises are located, the fully executed contract between Tenant and the general contractor, the general contractor's work schedule, list of all subcontractors, and all building or other governmental permits required for the Alterations shall be delivered to Landlord before commencement of the Alterations. Except as expressly set forth in this Lease, Landlord has made no representation or promise as to the condition of the Premises, Landlord shall not perform any alterations, additions, or improvements in order to make the Premises suitable and ready for occupancy and use by Tenant, and Tenant shall accept possession of the Premises in its then "as-is", "where-is" condition, without representation or warranty of any kind by Landlord. Except for work to be performed by Landlord, before any Alterations are undertaken by or on behalf of Tenant, Tenant shall require any contractor performing work on the Premises to obtain and maintain, at no expense to Landlord, workers' compensation insurance as required by law, builder's risk insurance in the amount of the replacement cost of the applicable Alterations (or such other amount reasonably required by Landlord), and commercial general liability insurance written on an occurrence basis with minimum limits of \$2 million per occurrence limit, \$2 million general aggregate limit, \$2 million personal and advertising limit, and \$2 million products/completed operations limit; which coverage limits may be effected with umbrella coverage (including contractual liability, broad form property damage and contractor's protective liability coverage).

9. LIENS. The interest of Landlord in the Premises shall not be subject in any way to any liens, including construction liens, for Alterations made by or on behalf of Tenant. This exculpation is made with express reference to Section 713.10, Florida Statutes. Tenant represents to Landlord that that any improvements that might be made by Tenant to the Premises are not required to be made under the terms of this Lease and that any improvements which may be made by Tenant do not constitute the "pith of the Lease" under applicable Florida case law. If any lien is filed against the Premises for work or materials claimed to have been furnished to Tenant, Tenant shall cause it to be discharged of record or properly transferred to a bond under Section 713.24, Florida Statutes, within ten days after notice to Tenant. Further, Tenant shall indemnify, defend, and save Landlord harmless from and against any damage or loss, including reasonable attorneys' fees, incurred by Landlord as a result of any liens or other claims

arising out of or related to work performed in the Premises by or on behalf of Tenant. Tenant shall notify every contractor making improvements to the Premises that the interest of the Landlord in the Premises shall not be subject to liens.

10. ACCESS TO PREMISES. Landlord and persons authorized by Landlord shall have the right, at all reasonable times, to enter and inspect the Premises, to make repairs and alterations Landlord deems necessary, and in the last nine months of the Lease Term to exhibit the Premises to prospective tenants, with reasonable prior notice, except in cases of emergency. Landlord shall provide Tenant with twenty four (24) hours' notice of its intent to enter and inspect unless except in the case of emergency, in which event no notice shall be required.

11. COMMON AREAS. The "Common Areas" shall be those areas used by all tenants of the Landlord upon the public property at the Lake Worth Beach ("Project"). The Common Areas shall include such areas and facilities as delivery facilities, walkways, landscaped and planted areas, and parking facilities and are those areas designated by Landlord for the general use in common of occupants of the Project, including Tenant. Landlord shall provide Common Area restrooms and supplies. The Common Areas shall at all times be subject to the exclusive control and management of Landlord. Landlord may grant third parties specific rights concerning portions of the Common Areas. Landlord may increase, reduce, improve, or otherwise alter the Common Areas, otherwise make improvements, alterations, or additions to the Project, and change the name or number by which the Project is known. Landlord may also temporarily close the Common Areas to make repairs or improvements. In addition, Landlord may temporarily close the Common Areas and preclude access to the Premises in the event of casualty, governmental requirements, the threat of an emergency such as a hurricane or other act of God, for pest extermination, or if Landlord otherwise reasonably deems it necessary in order to prevent damage or injury to person or property. Landlord reserves the right, from time to time, to utilize portions of the Common Areas for entertainment, carnival type shows, rides, outdoor shows, displays, automobile and other product shows, the leasing of kiosks, or other uses that in Landlord's judgment tend to attract the public. Further, the Landlord reserves the right to utilize the lighting standards and other areas of the parking areas for advertising purposes and holiday decorations. This Lease does not create, nor will Tenant have any express or implied easement for, or other rights to, air, light, or view over, from, or about the Project.

12. CASUALTY DAMAGE. If the Premises and/or the Pier are damaged by acts beyond the control of the Tenant and Landlord, the Landlord shall restore, repair and/or reconstruct the Premises and/or the Pier if sufficient net insurance proceeds are received by the Landlord to reconstruct, restore or repair the Premises and/or Pier to substantially the same condition they were in immediately before the happening of the damage but only to the extent of Landlord's obligations as set forth in Article 14 herein on the Commencement Date for the Premises. If insufficient net insurance proceeds are received by the Landlord to reconstruct, restore or repair the Premises and/or the Pier, the Landlord may budget and appropriate funds to reconstruct, restore or repair the Premises and/or the Pier to substantially the same condition they were in immediately before the happening of the casualty but only to the extent of Landlord's obligations as set forth in Article 14 herein on the Commencement Date for the Premises. If the Landlord, in its sole discretion, declines to budget and appropriate funds to reconstruct, restore or repair the Premises and/or the Pier or if insufficient net insurance proceeds are received by the Landlord to reconstruct, restore or repair the Premises and/or the Pier, the Landlord may, within 90 days after the damage, give notice to Tenant of Landlord's election to terminate this Lease, and the balance of the Lease Term shall automatically expire on the tenth day after the notice is delivered. If Landlord terminates the Lease under this Article 12 and thereafter reconstructs, restores or repairs the Premises within five (5) years of the damage to substantially the same condition or a better condition that they were in immediately before the happening of the damage and the total term of this Lease (including all extension options) has not expired, this Lease shall be reestablished at Tenant's written request for the balance of the term of this Lease (including all extension options) plus an extension of the term for the time it took to reconstruct, restore or repair the Premises up to an additional five (5) years. The Tenant's written request to reestablish this Lease must be received by the Landlord no later than ninety (90) days after substantial completion of the reconstruction, restoration or repairs of the Premises. "Net insurance proceeds" as used herein means that amount of funds delivered to the Landlord under any of its insurance policies (if any) for casualty damage to the Premises and/or the Pier after payment of all applicable deductibles and other related fees and charges. In determining whether sufficient net insurance proceeds are received by the Landlord to reconstruct, restore or repair the Premises and/or Pier, the cost, if any, to comply with newer building codes and regulations shall be included.

13. CONDEMNATION. If the whole or any substantial part of the Premises shall be condemned by eminent domain or acquired by private purchase in lieu of condemnation, this Lease shall terminate on the date on which possession of the Premises is delivered to the condemning authority and Rent shall be apportioned and paid to that date. If no portion of the Premises is taken but a substantial portion of the Project is taken, at Landlord's option, this Lease shall terminate on the date on which possession of such portion of the Project is delivered to the condemning authority and Rent shall be apportioned and paid to that date. Tenant shall have no claim against Landlord for the value of any unexpired portion of the Lease Term, nor shall Tenant be entitled to any part of the condemnation award or private purchase price. Notwithstanding the foregoing, if the condemning authority is the Landlord or any agency acting on behalf of Landlord, the Tenant shall be entitled to business damages for the remainder of the Lease.

14. REPAIR, MAINTENANCE AND OPERATIONS.

14.1 Landlord's Obligations. The Landlord shall repair and maintain in good order and condition, ordinary wear and tear excepted, only the roof, the outside walls (excluding storefronts), the structural portions of the Premises (exclusive of structural elements constructed by Tenant), and the portions of the electrical and plumbing systems servicing the Premises which are located outside the exterior boundaries of the building located on the Premises. However, unless the Waiver of Subrogation section of this Lease applies, Tenant shall pay the cost of any such repairs or maintenance resulting from acts or omissions of Tenant, its employees, agents, or contractors. Tenant waives the provisions of any law, or any right Tenant may have under common law, permitting Tenant to make repairs at Landlord's expense or to withhold Rent or terminate this Lease based on any alleged failure of Landlord to make repairs.

14.2 Tenant's Obligations. Except to the extent Landlord is obligated to repair and maintain the Premises as provided in the Landlord's Obligations section of this article, Tenant shall, at its sole cost, repair, replace, and maintain the Premises (including the walls, storefronts, ceilings, and floors in the Premises and electrical, plumbing (including grease traps), mechanical, fire protection, life safety, sprinklers, and HVAC systems servicing the Premises exclusively), in a clean, attractive, first-class condition. All replacements shall be of equal quality and class to the original items replaced. Tenant shall not commit or allow to be committed any waste on any portion of the Premises. Tenant shall enter into and maintain an annual maintenance contract with an air conditioning service firm.

14.3 Replacement of Improvements. At any time during the Lease Term after the tenth anniversary of the Commencement Date, and thereafter at any time after the tenth anniversary of the completion of any replacements of improvements under this section, if Landlord determines, in Landlord's sole reasonable discretion, that any leasehold improvements made to the Premises by Landlord or Tenant, as a result of wear, normal depreciation, or any other cause are of a quality which in Landlord's reasonable judgment is not consistent with the level of quality of, or generally prevailing within, the Project, Tenant will cause those improvements to be replaced. Any such worn or depreciated improvements will be replaced with materials and workmanship of a quality at least equal to the original installation for which replacement is made.

14.4 Food Services. If Tenant's operations include the services and/or preparation of food and/or beverages, Tenant shall comply with all Health Department and other governmental rules and regulations applicable to Tenant's operations in the Premises and shall promptly (a) furnish or cause to be furnished to Landlord copies of all Health Department and other governmental reports, notices, and citations issued with respect to the Premises, and (b) immediately cure or otherwise eliminate all deficiencies and violations noted by the Health Department and other governmental authorities. Tenant shall sanitize the dumpster designated for its use by Landlord and the area surrounding the dumpster on a regular basis, but no less than once a week. If Tenant does not properly dispose of its refuse, Landlord may have the area cleaned and Tenant shall pay all cleaning charges incurred by Landlord, plus an administrative fee equal to the greater of \$50.00 or 20% of the cleaning charges.

14.5 Grease Traps. Tenant shall install, maintain, repair, and replace all grease traps and other equipment necessary to maintain the restaurant in a clean and sanitary manner and free from insects, rodents, vermin, and other pests. No discharge of grease or grease laden water or other materials or food stuffs shall be introduced by Tenant into the waste water disposal or drainage systems serving the Project, Premises or Pier, but if a discharge should occur, in addition to all other rights and remedies under this Lease, Tenant shall be responsible for all costs and expenses (including any fines or penalties imposed by governmental authorities) which Landlord may incur.

14.6 Exhaust Equipment. Tenant shall maintain all exhausts, filtering or other devices (the "Exhaust Equipment") so as to prevent odors from emanating from the Premises. Tenant shall continuously operate the Exhaust Equipment during all hours of operation of Tenant's business in the Premises, and shall maintain and repair (or if necessary, replace) the Exhaust Equipment in good working order at all times at Tenant's sole cost. In the event Landlord notifies Tenant in writing that odors are emanating from the Premises, Tenant shall, within three days after notice from Landlord, commence in good faith to install such other reasonable control devices or procedures, at Tenant's cost and expense, as is reasonably required to eliminate such odors within a reasonable time, not to exceed seven days. If Tenant fails to take such action, Landlord may, at its sole discretion (i) cure such failure at Tenant's cost and expense, or (ii) treat such failure to eliminate such odors as a default under this Lease.

14.7 Dumpster. Tenant shall provide a dumpster and make arrangements for daily pick up. Tenant shall keep the dumpster area and other equipment washing and cleaning area in a clean and sanitary condition.

15. PIER.

15.1 Hours: The Tenant shall be permitted to conduct its Pier operations every day from 6:00am to 12:00am (November 1st – April 30th); and every day from 6:00am to 10pm during turtle season (from May 1st – October 31st), unless more further restricted by the Sea Turtle Protection and Sand Preservation regulations in the Palm Beach County ULDC. The hours may also be restricted by the Pier Master as set forth in subsection 15.3 below.

15.2 Maintenance: Tenant shall maintain the Pier and service areas adjacent to the Premises in good repair and in a good, clean, attractive, first-class condition and free from rubbish and dirt at all times and shall store all trash and garbage within the Premises until such time as Tenant has the trash and garbage removed from the Premises. Tenant shall be responsible for placing all its trash and garbage into dumpsters or trash bins without allowing the trash or garbage to spill over onto the ground adjacent to the dumpsters or trash bins. If Tenant does not properly dispose of its trash and garbage, Landlord may have the area cleaned in which event Tenant upon Landlord's demand shall pay all charges incurred by Landlord therefor, plus an administrative charge equal to the greater of \$50 or 20% of the charges incurred by Landlord. These charges shall be considered additional rent and shall be paid to Landlord upon presentation of a bill therefor.

15.3 Pier Master: Tenant shall engage a Pier Master who shall be present at all times when the Pier is open to the public. The Pier Master shall be responsible for the managing of the Pier and advising persons thereon, when necessary, of applicable rules, regulations, and ordinances pertaining to the use of said Pier. The Pier Master shall have the authority to open and close the Pier to the public based upon a threat to public safety including, but not limited to, weather related occurrences. Additional Rules and Regulations are appended hereto as Exhibit "A". The Rules and Regulations in Exhibit "A" may be amended by agreement of the Tenant and the City Manager, the City Manager being specifically granted by the Landlord to be its agent for modifications to the Rules and Regulations set forth on Exhibit A. However, changes to Exhibit A shall not affect any of the Landlord's rights under this Lease.

15.4 Entrance Fees: The Tenant shall be entitled to collect entrance fees from the public which shall operate as a management fee to the Tenant. The entrance fee rates shall be set by the Landlord, subject to the provisions of Exhibit "A".

15.5 Repair/Reconstruction: In the event that Landlord, and its Agents, shall require access to the Pier for purposes of maintenance or reconstruction, the following shall apply: (a) Landlord shall have the right to remove any canopies over the Adjacent Patio Area; (b) Landlord shall have the right to place a construction crane on the Pier through the Adjacent Patio Area. The crane shall remain on the Pier unless a Small Craft Advisory, Tropical Storm Watch, Hurricane Watch or other occurrence that creates a hazardous marine condition is issued necessitating the movement of the crane; (c) the Landlord and its Agents shall have access to the Adjacent Patio Area for the movement of construction supplies and equipment to the Pier, the Landlord shall notify the Lessee in advance the hours needed for access through the Adjacent Patio Area, preferably the afternoon prior to the next day's activities; (d) the Landlord and its Agents' work shall be perpetual with no significant intentional delay or stoppage as weather permits; (e) the temporary easements and powers shall last as long as reasonably needed to complete the needed Pier repairs or re-constructions; (f) after the completion of the repairs or re-constructions, the Landlord shall promptly restore the canopies, if any, over the Adjacent Patio Area and restore the Premises to its original condition before the repairs or re-constructions were done. All work shall be done in a good and workmanlike manner in compliance with all laws, rules, regulations and orders. Any damage to the Premises during the repairs or re-constructions shall be repaired promptly, without delay and prior to any further work being performed on the Pier. Tenant's Rent for the Premises shall be abated during the reconstruction based upon the monthly percentage of the Premises' square feet needed by the Landlord for Pier repair access (if any) in relations to the Premises' total leased square footage.

15.6 Pier Closure: Notwithstanding anything to the contrary in this Lease, in the event that the Pier is closed for more than 10 (ten) consecutive days for reasons not within the Tenant's control, the Tenant shall be entitled to a reduction in Rent of \$300.00 per day for the number of days that the Pier is closed beyond the 10 (ten) consecutive days. The aforementioned reduction in rent shall terminate at midnight the day before the Pier re-opens.

16. ESTOPPEL CERTIFICATES. From time to time, Tenant, on not less than five days' prior notice, shall execute and deliver to Landlord an estoppel certificate in a form generally consistent with the requirements of institutional lenders and certified to Landlord and any mortgagee or prospective mortgagee or purchaser of the Project, Premises or Pier. Tenant shall indemnify, defend, and hold Landlord harmless from all damages resulting from Tenant's failure to comply strictly with its obligations under this article.

17. SUBORDINATION. This Lease is and shall be subject and subordinate to all mortgages and ground leases that may now or hereafter affect the Premises and/or the Pier, and to all renewals, modifications, consolidations, replacements, and extensions of the leases and mortgages. This article shall be self-operative and no further instrument of subordination shall be

necessary. However, in confirmation of this subordination, Tenant shall execute promptly any certificate that Landlord may request. If any ground or underlying lease is terminated, or if the interest of Landlord under this Lease is transferred by reason of or assigned in lieu of foreclosure or other proceedings for enforcement of any mortgage, or if the holder of any mortgage acquires a lease in substitution for the mortgage, or if this Lease is terminated by termination of any lease or by foreclosure of any mortgage to which this Lease is or may be subordinate, then Tenant will, at the option to be exercised in writing by the landlord under any ground or underlying lease or the purchaser, assignee, or tenant, as the case may be (a) attorn to it and will perform for its benefit all the terms, covenants, and conditions of this Lease on Tenant's part to be performed with the same force and effect as if the landlord or the purchaser, assignee, or tenant were the landlord originally named in this Lease, or (b) enter into a new lease with the landlord or the purchaser, assignee, or tenant for the remainder of the Lease Term and otherwise on the same terms, conditions, and rents as provided in this Lease.

18. INDEMNIFICATION. The Tenant shall indemnify and hold harmless the Landlord, including its officials, employees and agents from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees (at the trial and appellate levels), to the extent caused by the negligence of the Tenant, its officers, directors, employees, representatives and agents including, without limitation, those representatives and agents employed or utilized by the Tenant, which relates to or arises out of this Lease. The Tenant shall not be responsible for indemnifying or holding harmless that Landlord, its officials, employees and agents for the Landlord's own negligence or the negligence of the Landlord's officials, employees and agents. The Landlord agrees to be responsible for its own negligence. Nothing contained in this Lease shall create a contractual relationship with or a cause of action in favor of a third party against either the Tenant or Landlord, nor shall this Lease be construed as a waiver of sovereign immunity for the Landlord beyond the waiver provided in section 768.28, Florida Statutes. This Indemnification article shall not be construed to restrict, limit, or modify either party's insurance obligations under this Lease and shall not be deemed a waiver of any rights of sovereign immunity that Landlord may have under applicable law. Either party's compliance with the insurance requirements under this Lease shall not restrict, limit, or modify that party's obligations under this Indemnification article.

19. NO WAIVER. The failure of a party to insist on the strict performance of any provision of this Lease or to exercise any remedy for any default shall not be construed as a waiver. The waiver of any noncompliance with this Lease shall not prevent subsequent similar noncompliance from being a default. No waiver shall be effective unless expressed in writing and signed by the waiving party. No notice to or demand on a party shall of itself entitle the party to any other or further notice or demand in similar or other circumstances. The receipt by Landlord of any Rent after default on the part of Tenant (whether the Rent is due before or after the default) shall not excuse any delays as to future Rent payments and shall not be deemed to operate as a waiver of any then existing default by Tenant or of the right of Landlord to enforce the payment of any other Rent reserved in this Lease or to pursue eviction or any other remedies available to Landlord. No payment by Tenant, or receipt by Landlord, of a lesser amount than the Rent actually owed under the terms of this Lease shall be deemed to be anything other than a payment on account of the earliest stipulated Rent. No endorsement or statement on any check or any letter accompanying any check or payment of Rent will be deemed an accord and satisfaction. Landlord may accept the check or payment without prejudice to Landlord's right to recover the balance of the Rent or to pursue any other remedy. It is the intention of the parties that this article modify the common law rules of waiver and estoppel and the provisions of any statute which might dictate a contrary result.

20. SERVICES AND UTILITIES.

20.1 Services Furnished. Landlord shall have no obligation to provide any utilities or services to the Premises. Tenant shall be solely responsible for and shall promptly pay all charges for water, electricity, or any other utility used or consumed in the Premises, including all costs associated with the provision of separate meters for the Premises. Tenant shall contract directly with the local utility providers for such services. Tenant shall be responsible for repairs and maintenance to exit lighting, emergency lighting, and fire extinguishers for the Premises, and for interior janitorial, pest control, and waste removal services. Landlord may at any time change the electrical utility provider for the Premises. Tenant's use of electrical and heating, water, ventilating, and air conditioning services furnished by Landlord shall not exceed, either in voltage, rated capacity, use, or overall load, that which Landlord deems to be standard for the Premises, and, if required by Landlord, all costs associated with the additional usage and the installation and maintenance of facilities for the additional usage, including separate submetering, shall be paid by Tenant as additional rent. Tenant may be required, upon request of Landlord, to provide Tenant's energy consumption data to Landlord in reasonable format required by Landlord.

20.2 Interruption of Services. In no event shall Landlord be liable for damages resulting from the failure to furnish HVAC, water, electric, or other service, unless caused by the negligence or intentional acts of Landlord, and any interruption or failure shall in no manner constitute an eviction of Tenant or entitle Tenant to abatement of any Rent due under this Lease.

21. SECURITY DEPOSIT. Intentionally Deleted.

22. GOVERNMENTAL REGULATIONS. Tenant shall promptly comply with all laws, codes, and ordinances of governmental authorities pertaining to Tenant or its use of the Premises, management of the Pier and/or activities on or about the Project, including the Americans with Disabilities Act of 1990 (“ADA”) and all applicable environmental laws. The Tenant shall be responsible for compliance with provisions of the ADA within the Premises; the Landlord being responsible for compliance with the ADA on the Pier and all areas within the Project. If Tenant’s operations require the ongoing use of hazardous or toxic substances, then Tenant shall supply Landlord with copies of reports and any other monitoring information required by applicable laws. Tenant agrees to pay, and shall indemnify defend, and hold Landlord harmless from and against, any and all losses, claims, liabilities, costs, and expenses (including reasonable attorneys’ fees) incurred by Landlord as a result of any breach by Tenant of its obligations under this article, and as a result of any contamination of the Premises and/or the Pier because of Tenant’s use of hazardous or toxic substances on the Premises and/or the Pier. Tenant shall obtain all licenses and permits from time to time required to enable Tenant to conduct its business under this Lease. No failure of Tenant to obtain or maintain any licenses or permits, or extensions or renewals of them, shall release Tenant from the performance and observance of Tenant’s obligations under this Lease.

23. SIGNS.

23.1 Landlord’s Consent Required. Tenant will not place or permit to be placed or maintained on any portion of the Premises and/or the Pier, including on any exterior door, wall, or window of the Premises, or within the interior of the Premises, if visible from the exterior of the Premises, any signage or advertising matter of any kind, except as is currently existing, without first obtaining Landlord’s written approval and consent, which will not be unreasonably withheld. All signage shall comply with applicable governmental regulations and restrictions affecting the Premises and/or Pier.

23.2 Exterior Alterations. Any signs or other exterior Alterations, including awnings, canopies, decorations, lettering, advertising matters, or other things as may be approved by Landlord shall be maintained by Tenant in good condition and repair at all times and shall conform to the criteria established from time to time by Landlord for the Premises and/or Pier. Upon the expiration or sooner termination of this Lease, if Landlord shall so elect, Tenant at its own expense shall remove all signs and restore the exterior of Premises and/or the Pier to its original condition. This obligation of Tenant shall survive the expiration or sooner termination of this Lease.

24. BROKER. Each of the parties represents and warrants to the other that they have not dealt with any real estate salesperson, agent, finder, or broker in connection with this Lease.

25. END OF TERM/HOLDOVER. Tenant shall surrender the Premises and Pier to Landlord at the expiration or sooner termination of this Lease in good order and condition, broom-clean, except for reasonable wear and tear. Tenant shall be liable to Landlord for all damages, including any consequential damages and holdover rent in accordance with state law, that Landlord may suffer by reason of any holding over by Tenant, and Tenant shall indemnify, defend, and save Landlord harmless against all costs, claims, loss, or liability resulting from delay by Tenant in so surrendering the Premises and Pier, including any claims made by any succeeding tenant founded on any delay. All Alterations made by Landlord or Tenant to the Premises and/or the Pier shall become Landlord’s property on the expiration or sooner termination of the Lease Term. On the expiration or sooner termination of the Lease Term, Tenant, at its expense, shall remove from the Premises and/or Pier all of Tenant’s personal property, all computer and telecommunications wiring, and all Alterations that Landlord designates by notice to Tenant. Tenant shall also repair any damage to the Premises and/or Pier caused by the removal. Any items of Tenant’s property that shall remain in the Premises and/or Pier after the expiration or sooner termination of the Lease Term, may, at the option of Landlord, be deemed to have been abandoned, and in that case, those items may be retained by Landlord as its property to be disposed of by Landlord, without accountability to Tenant or any other party, in the manner Landlord shall determine, at Tenant’s expense. “**Tenant’s Property**” shall mean all moveable personal property, machinery, furniture, and equipment, including moveable trade fixtures, that are installed in the Premises and/or Pier by or for the account of Tenant without expense to Landlord and that can be removed without damage to the Premises and/or the Pier.

26. ATTORNEYS’ FEES. The prevailing party in any litigation arising out of or in any manner relating to this Lease between the Landlord and Tenant, including the declaration of any rights or obligations under this Lease, shall be entitled to recover from the losing party reasonable attorneys’ fees and costs. In addition, if Landlord becomes a party to any suit or proceeding affecting the Premises or involving this Lease or Tenant’s interest under this Lease, other than a suit between Landlord and Tenant, or if Landlord engages counsel to collect any of the amounts owed under this Lease, or to enforce performance of any of the agreements, conditions, covenants, provisions, or stipulations of this Lease, without commencing litigation, then the costs, expenses, and reasonable attorneys’ fees and disbursements incurred by Landlord shall be paid to Landlord by Tenant. Notwithstanding the

foregoing, Tenant shall not owe Landlord for any costs, expenses or attorneys' fee and disbursements for litigation or actions brought by a third party against the Landlord which arises out of Landlord's ownership of the Pier and which does not arise out of or in any manner relate to this Lease or the Tenant's obligations hereunder.

27. NOTICES. Any notice to be given under this Lease may be given either by a party itself or by its attorney or agent and shall be in writing and delivered by hand, by facsimile, by nationally recognized overnight air courier service (such as FedEx), or by the United States Postal Service, registered or certified mail, return receipt requested, in each case addressed to the respective party at the party's notice address. A notice shall be deemed effective upon receipt or the date sent if it is returned to the addressor because it is refused, unclaimed, or the addressee has moved.

28. IMPOSSIBILITY OF PERFORMANCE. For purposes of this Lease, the term "Unavoidable Delay" shall mean any delays due to strikes, lockouts, civil commotion, war or warlike operations, acts of terrorism, acts of a public enemy, acts of bioterrorism, epidemics, quarantines, invasion, rebellion, hostilities, military or usurped power, sabotage, government regulations or controls, inability to obtain any material, utility, or service because of governmental restrictions, hurricanes, floods, or other natural disasters, acts of God, or any other cause beyond the direct control of the party delayed. Notwithstanding anything in this Lease to the contrary, if Landlord or Tenant shall be delayed in the performance of any act required under this Lease by reason of any Unavoidable Delay, then provided notice of the Unavoidable Delay is given to the other party within ten days after its occurrence, performance of the act shall be excused for the period of the delay and the period for the performance of the act shall be extended for a reasonable period, in no event to exceed a period equivalent to the period of the delay. The provisions of this article shall not operate to excuse Tenant from the payment of Rent or from surrendering the Premises or Pier at the end of the Lease Term, and shall not operate to extend the Lease Term. Delays or failures to perform resulting from lack of funds or the increased cost of obtaining labor and materials shall not be deemed delays beyond the direct control of a party.

29. FINANCIAL REPORTING. Within 15 days after a request from Landlord, Tenant shall furnish to Landlord a balance sheet of Tenant as of the end of the most recently ended fiscal year of Tenant and a statement of income and expense for the year then ended, together with a certificate of the chief financial officer of Tenant to the effect that the financial statements have been prepared in conformity with generally accepted accounting principles consistently applied and fairly present the financial condition and results of operations of Tenant as of and for the period covered.

30. ADVERTISING.

30.1 Advertised Name and Address. Tenant shall not use the name of the Lake Worth Municipal Ocean Pier for any purpose other than as the address of the business to be conducted by Tenant in the Premises and/or Pier and Tenant shall not acquire any property right in or to any name which contains the name of the Pier as a part of the name. Tenant shall not use the name of Landlord in any advertisement or otherwise. Tenant shall use in its advertising and promotional activities for its business in the Premises such references to the name of the Pier and such identifying lettering, logos, marks, or symbols referring to the Pier as Landlord shall specify from time to time. Notwithstanding the foregoing, Landlord shall have the right to prohibit the use by Tenant of the name, marks, and symbols of the Pier in any manner determined to be unacceptable to Landlord in its sole discretion.

30.2 Trademark License. During the Lease Term, Tenant grants Landlord a non-exclusive and royalty-free license and limited right to use Tenant's trade names, trademarks, logos, and designs in the printing, publication, and distribution of promotional newsletters, advertisements, marketing brochures, and other materials (the "Marketing Materials") by Landlord and related entities.

31. MOLD. Tenant is advised that mold and/or other microscopic organisms ("Mold Conditions") are prevalent in Florida's humid climate and locations, especially in proximity to bodies of water. Mold Conditions may cause allergic reactions, respiratory reactions or other problems, particularly in persons with immune system problems, young children and elderly persons. Tenant acknowledges that it is fully responsible to maintain the proper operation of the HVAC system in the Premises at all times during the Lease Term to inhibit Mold Conditions. Tenant shall ensure property maintenance of the Premises and Pier to limit the accumulation of water and excessive moisture inside the Premises and on the Pier. Tenant shall notify Landlord immediately of any water intrusion conditions arising within the Premises or excessive water intrusion conditions on the Pier. TENANT ACKNOWLEDGES THE FOREGOING, AND AGREES TO ACCEPT FULL RESPONSIBILITY FOR ANY AND ALL RISKS RELATED TO MOLD CONDITIONS IN THE PREMISES AND PIER. TENANT AGREES TO RELEASE, HOLD HARMLESS AND INDEMNIFY LANDLORD, LANDLORD'S OFFICERS, AGENTS, EMPLOYEES, AND SUCCESSORS FROM ANY AND ALL LIABILITY OR DAMAGES, WHETHER FINANCIAL OR OTHERWISE, ARISING FROM OR RELATED TO MOLD CONDITIONS IN THE PREMISES AND ON THE PIER.

32. GENERAL PROVISIONS.

32.1 Construction Principles. The words “including” and “include” and similar words will not be construed restrictively to limit or exclude other items not listed. This Lease has been negotiated “at arm’s-length” by Landlord and Tenant, each having the opportunity to be represented by legal counsel of its choice and to negotiate the form and substance of this Lease. Therefore, this Lease shall not be more strictly construed against either party by reason of the fact that one party may have drafted this Lease. If any provision of this Lease is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Lease shall remain in full force, if the essential provisions of this Lease for each party remain valid, binding, and enforceable. The parties may amend this Lease only by a written agreement of the parties. This Lease shall constitute the entire agreement of the parties concerning the matters covered by this Lease. All prior understandings and agreements had between the parties concerning those matters, including all preliminary negotiations, lease proposals, letters of intent, and similar documents, are merged into this Lease, which alone fully and completely expresses the understanding of the parties. Landlord and Tenant intend that faxed or PDF format signatures constitute original signatures binding on the parties. This Lease shall bind and inure to the benefit of the heirs, personal representatives, and, except as otherwise provided, the successors and assigns of the parties to this Lease. Any liability or obligation of Landlord or Tenant arising during the Lease Term shall survive the expiration or earlier termination of this Lease.

32.2 No Representations by Landlord. Neither Landlord nor Landlord’s agents have made any representations or promises concerning the physical condition of the Pier or the Premises, Tenant’s ability to use the Premises or the Pier for the uses permitted under this Lease, the area of the Premises or Pier or the manner of calculating such area, anticipated Operating Costs, or any other matter affecting or relating to the Premises or Pier, except as expressly set forth in this Lease and no rights, easements, or licenses are acquired by Tenant by implication or otherwise except as expressly set forth in this Lease.

32.3 Radon Gas. The following notification is provided under Section 404.056(6), Florida Statutes: “Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.”

32.4 JURY WAIVER; COUNTERCLAIMS. LANDLORD AND TENANT KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM INVOLVING ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE. TENANT FURTHER WAIVES THE RIGHT TO INTERPOSE ANY NON-COMPULSORY COUNTERCLAIM OF ANY NATURE IN ANY ACTION TO OBTAIN POSSESSION OF THE PREMISES.

32.5 SDN COMPLIANCE. Tenant hereby represents, warrants and certifies that neither (i) Tenant, nor (ii) any of persons or entities that control or are controlled by Tenant (each a “**Tenant Party**”), has been, is currently, or at any time in the future shall be listed on the Specially Designated National list (“**SDN List**”) maintained by the United States Department of the Treasury Office of Foreign Assets Control (“**OFAC**”). At its option, Landlord shall have the right to immediately terminate this Lease if any Tenant Party becomes listed on the SDN List.

32.7 VENUE/CHOICE OF LAW: Any action brought under this action shall be brought in Palm Beach County, Florida. The choice of law shall be the laws of the State of Florida.

32.8 PUBLIC ENTITY CRIMES. Tenant acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The Tenant will advise the Landlord promptly if it becomes aware of any violation of this statute.

32.9 PREPARATION. This Lease shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

32.10 PALM BEACH COUNTY IG. In accordance with Palm Beach County ordinance number 2011-009, the Tenant acknowledges that this Lease may be subject to investigation and/or audit by the Palm Beach County Inspector General. The Tenant

is advised to review Palm Beach County ordinance number 2011-009 in order to be aware of its rights and/or obligations under such ordinance.

32.11 TIME OF ESSENCE. Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

33.12 NON-DISCRIMINATION. The parties agree that no person shall, on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, sexual orientation, or gender identity or expression, be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Lease.

32.13 INCORPORATION BY REFERENCE. Exhibits attached hereto and/or referenced herein shall be deemed to be incorporated into this Lease by reference.

32.14 EFFECTIVENESS. This Lease is expressly contingent upon the approval of the Landlord's City Commission and shall become effective only when signed by all parties and approved by the Landlord's City Commission. Except where specifically authorized in this Lease, all modifications to this Lease require approval of the Landlord's City Commission.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANKSIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, this Lease has been executed on behalf of Landlord and Tenant as of the Commencement Date of this Lease.

WITNESSES:

[Signature]
Signature of Witness 1

Deborah M. Andrea
Print or type name of Witness 1

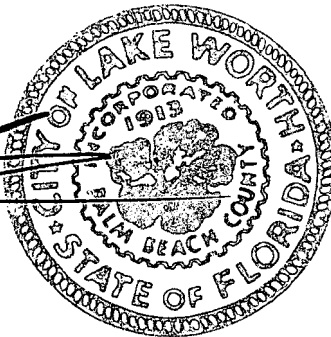
[Signature]
Signature of Witness 2

Pamela J. Lopez
Print or type name of Witness 2

ATTESTS:

By: [Signature]
Pamela J. Lopez, City Clerk

By: [Signature]
Michael Bornstein, City Manager



APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature] FOR
Glen J. Torcivia, City Attorney

[Signature]
Signature of Witness 1

JUAN RUIZ
Print or type name of Witness 1

[Signature]
Signature of Witness 2

BRAD LUKAS
Print or type name of Witness 2

LANDLORD:

CITY OF LAKE WORTH,
a municipal corporation under the laws of the State of Florida

By: [Signature]
Name: Pam Triolo
Title: Mayor

Date Executed: 2/11/13

TENANT:

RTT-BENNY'S ON THE BEACH, INC.
a Florida corporation

By: [Signature]
Name: Peter Thanopoulos
Title: Owner

[CORPORATE SEAL]

Date Executed: 1/30/2013

EXHIBIT "A"

RULES FOR OPERATION OF THE PIER

A. RULES AND REGULATIONS

Notwithstanding any provisions to the contrary, the following shall control the operations of the Pier.

1. The Landlord is responsible for the replacement of wood boards and wood railings on the Pier in case of damage.
2. Tenant agrees to pressure wash the Pier once a quarter and maintain the Pier clear of debris and litter.
3. The Landlord will provide Benny's with appropriate trash can and recycling receptacles for the Pier.
4. Landlord agrees to install additional signage regarding Shark Fishing not being permitted from the Pier. All sharks hooked on the Pier must be water released and not brought onto the Pier.
5. Tenant agrees to maintain a professional staff to oversee the Pier operation and to conduct business with the daily public for all posted hours of operation. Tenant agrees to contact Landlord if circumstances prevent Tenant from staffing the Pier for any period of time.
6. Tenant agrees to design and operate a website dedicated to the Pier with calendar of events, fishing report and other applicable promotional information to inform the public of activities taking place on the Pier.
7. Tenant agrees to cover the cost of Refuse Service for their share of usage at the Pier, which shall be an amount to be determined by Public Services and the calculations provided to Tenant for verification.
8. Rates for general access to the Pier shall be set by the Landlord, but shall not be less than the rates advertised on the date of this Lease without the written approval of Tenant.
9. Any monetary sums collected by the Tenant for parking upon the Landlord's parking lots, including, without limitation, the lot at the Project ("Parking Pass"), shall be transmitted monthly to the Landlord. A Parking Pass is defined as only those parking amounts collected from individuals for self-parking. This shall not apply if the Tenant has a valid valet parking arrangement with the Landlord for parking at the Premises.
10. Tenant agrees to abide by and assist in the enforcement of the regulations and restrictions set forth in the Code of Ordinances of the City of Lake Worth for the Pier. Violations of the regulations and restrictions set forth in the Code of Ordinances of the City of Lake Worth for the Pier shall be promptly brought to the attention of the Landlord for further enforcement purposes.

B. CITY ACCESS

The Landlord may access the Pier for special events upon thirty (30) days' notice to the Tenant. The Landlord shall be responsible any additional security necessitated by the special event. The Landlord and Tenant shall enter into an event plan to coordinate the Landlord's occupancy of the Pier, including provisions for waste, additional restroom facilities, kiosks and other special provisions. For purposes of Landlord coordinated events on the Pier pursuant to this section, the Landlord shall retain the right to use a food and beverage provider of the of the Landlord's choosing to provide their event food and beverage services; provided however, that the Landlord shall not permit a food and beverage provider selling for commercial gain. This restriction does not apply to events taking place off the Pier for which the Landlord may utilize food and beverage vendors of the Landlord's choosing.

EXHIBIT "B"

TENANT ALTERATION REQUIREMENTS

A. Requirements Prior to Commencement of Any Work in the Premises:

1. Two (2) copies of Tenant's general contractor's or any subcontractor, as may apply, liability insurance naming Landlord and its managing agent as additional insureds.
2. Two (2) copies of approved building permit. Permit to include sufficient information to describe the work and designate the name and suite number of Tenant or if the work is extensive provide copies of plans and specifications as approved by the Building Department with the permit. (Landlord reserves the right to review and approve additional items and comments that may be required by the Building Department before commencement of the work.)
3. Prepare two (2) copies for Landlord's approval of a recordable "Notice of Commencement" executed by Tenant as "Owner".
4. Two (2) copies of Contractor "Certificate of Liability Insurance" prepared in accordance with the requirements of the Project, and evidencing the existence of builder's risk, commercial general liability, and workers' compensation insurance complying with the requirements of the Insurance article of this Lease.
5. One (1) copy of the Contractor's Florida Contracting License.
6. Two (2) copies of the work/project's completion schedule.
7. Two (2) copies of project vendor list with contact information.
8. Tenant, at its expense, will provide and furnish to Landlord payment and performance bonds (or other similar assurances agreed by Landlord), by a surety company reasonably acceptable to Landlord, in amounts equal to 150% of the costs and expenses of the work to be performed by the Tenant.

B. General Requirements:

1. Tenant and all construction personnel shall abide by Landlord's job site rules and regulations and fully cooperate with Landlord's construction representatives in coordinating all construction activities in the Premises, including rules and regulations concerning working hours, parking, and use of the construction elevator, if applicable.
2. Tenant shall be responsible for cleaning up any refuse or other materials left behind by construction personnel at the end of each work day.
3. Tenant shall deliver to Landlord all forms of approval provided by the appropriate local governmental authorities to certify that the Tenant Improvements and Alterations have been completed and the Premises are ready for occupancy, including original building permit and a final, unconditional certificate of occupancy.
4. At all times during construction, Tenant shall allow Landlord access to the Premises for inspection purposes. On completion of any Alterations and Tenant Improvements, Tenant's general contractor shall review the Premises with Landlord and Tenant and secure Landlord's and Tenant's acceptance of the Tenant Improvements and Alterations.
5. Workers shall provide their own temporary toilet facilities, trash facilities, water coolers, and construction materials dumpsters and shall locate them along with any construction trailers or field offices in areas specifically designated by Landlord.

6. No painting or spraying of chemicals, varnishes, lacquers, finishes, or paint will be allowed during normal business hours. Such activities shall only occur during days and times specifically preapproved by Landlord.

7. Any work that may disturb tenants of the Project ("Tenants") (including welding, cutting torch, drilling or cutting of the concrete floor slab or temporary interruption of any utility service), shall only occur before or after normal business hours and with Landlord's prior consent. Any unduly loud noise complained of by other Tenants will be immediately diminished to Landlord's reasonable satisfaction or the work will cease until the noise is so diminished.

8. Reasonable quantities of water and electricity for lighting, portable power tools, and other common uses as well as use of the construction elevator will be furnished to the contractor at a cost to be assigned at the completion of the job based on usage during the build-out period (including Building standard charges for use of the elevator). The contractor shall make all connections, furnish any necessary extensions, and promptly and professionally remove such connections and extensions on completion of work.

9. If a shutdown of plumbing, sprinkler, electrical, air conditioning and/or other equipment becomes necessary in connection with Tenant's work, Tenant will notify Landlord in advance and Landlord will determine when such shutdown may be made, and at Landlord's election any such shutdown will be done only when a representative of Landlord is present. In all instances where this is done, the system shall not be left inoperable overnight or over a prolonged period.

10. If applicable, all equipment installed shall be compatible with the base building fire alarm system and the contractor shall warrant that any connection to the base building fire alarm system shall only occur after proper notification to Landlord and on an after-hours basis. Any disruption to the existing fire alarm system or damage as a result of contractor's work will be the sole responsibility of Tenant.

11. All additional electrical circuits added to existing electrical panels or any new circuits added to new electrical panels will be appropriately labeled as to the area or equipment serviced by the circuit in question. Any electrical panel covers removed to facilitate installation or connection shall be reattached.

12. All workers must stay in their designated work areas and the use of radios, loud music, alcoholic beverages, narcotics, or cigarette smoking is prohibited in the Premises.

13. Any roof opening required at the Premises shall be performed by Landlord's roofing contractor if Landlord so demands, at Tenant's expense. Such openings shall include supporting structures, angles, curbs, flashing ducts, and vents and grills. Landlord may refuse to approve such roof opening request if it may affect the roof's structural system, may void the roof warranty, or may otherwise affect the integrity of the roofing system.

14. Any damage to any part of the Premises or Pier that occurs as a result of any work performed by Tenant shall be promptly repaired by Tenant to the reasonable satisfaction of Landlord.

15. Tenant, at its expense, will promptly repair or replace, or at Landlord's election reimburse Landlord for the cost of repairing or replacing, property of Landlord that may be damaged, lost or destroyed in the performance of the work or as a result thereof.

16. Landlord will have no responsibility for or in connection with the work; Tenant, at its expense, will remedy and be responsible for all defects in the work, whether appearing during its progress or after completion and whether the same affect the Premises in particular or any of portion of the Premises or the Pier.

17. Demolition of partitions and removal of rubbish will be done during hours first approved by Landlord's City Manager in writing. All such materials are to be taken from the Premises through the delivery entrance of the Premises, by the freight elevator only (if any); or, if not freight elevator exists, only through the rear entrance of the Premises.

18. Electrical and power panel balancing will be maintained by and at the expense of Tenant during the entire period of Tenant Work.

19. Tenant and its contractors will not demolish or remove any of the Premises' or Pier's structure.

20. Roof openings (including, supporting structures, angles, curbs, flashing, ducts, vents and grills) are subject to Landlord's City Manager's prior written consent in each instance, which consent will not be unreasonably withheld. Notwithstanding the foregoing, Landlord's City Manager may refuse to give its consent to any roof opening that in Landlord's City Manager's judgment exceeds the capability of the structural system. Any roof openings consented to by Landlord's City Manager must be made only by Landlord's roofing contractor at Tenant's expense, or such duly licensed roofing contractor as Landlord's City Manager may designate or approve in writing in its sole discretion.

21. All corridor, elevator, and lobby finishes require protection during construction.

22. There is a Two Hundred Fifty and 00/100 Dollar (\$250.00) penalty for "false alarms".

C. Upon Completion of the Work, Tenant Shall Provide to the Landlord:

1. Two (2) copies each of final inspection report and Certificate of Occupancy or Completion indicating that the work has been completed in accordance with the permit issued by the applicable Building Department.

2. Two (2) copies each of "as-built" drawings indication the alterations and relocating of existing construction (mechanical, electrical, etc...) if applicable, in PDF file format or on CD's.

3. Two (2) copies each of "Final Releases" in accordance with the Florida Lien Laws from general contractor, subcontractors, vendors, and suppliers associated with the work and Contractor's Final Affidavit indicating that all subcontractors have been paid in full for the work.

4. Two (2) copies each of permit plans including approved fire sprinkler drawings.

5. Two (2) copies of all equipment operating and maintenance manuals and demonstration of any equipment that will become the property of Landlord.

6. Two (2) copies of general contractor's one (1) year warranty on labor and materials for the work.

7. Two (2) copies of all other manufacturer guarantees/warranties on the improvements. Manufacturer's guarantees/warranties shall name Landlord as beneficiary where Landlord is or shall become responsible for the repair and maintenance of the installation.

8. Two (2) original copies of a letter from the architect of record indicating that the improvements have been installed in accordance with the approved plans and specification for the Building.

9. Two (2) copies of Tenant's completed "punch list" signed off by the Architect or Tenant's representative that the work has been satisfactorily completed by the Contractor.

10. Extra attic stock materials used in the build-out such as flooring, ceiling, base, paint, wall covering, etc materials to be stored in Tenant's suite for future use.

11. Two (2) copies of an independent HVAC Test and Balance report, if applicable.

12. Two (2) original copies of the Contractor's Final Owner (Tenant) Affidavit which is necessary to terminate the Notice of Commencement once the work has been concluded and the "Notice to Terminate the Notice of Commencement" document prepared by Tenant's Contractor and recorded by the Tenant.

13. Two (2) copies of the final payment application from the general contractor and accounting of the construction contract amounts (final AIA application for payment).

The above required documentation must be delivered to Landlord prior to the release of any payments that may be due under the Lease.

D. Sustainability Requirements:

1. Tenant shall comply with any recycling requirements enacted by Landlord, including the separation of construction materials/debris, paper, cardboard, plastics and glass.

2. Tenant shall provide all contractors performing work with a copy of these Rules and Regulations and a copy of the Lien section of the Lease indicating that no liens may be placed against Landlord's interest in the Premises or Pier for work performed by Tenant.

**MARKET RENT ANALYSIS OF RETAIL AND RESTAURANT SPACE SITUATED
WITHIN THE LAKE WORTH BEACH CASINO AND PIER COMPLEX LOCATED AT
10 SOUTH OCEAN BOULEVARD LAKE WORTH BEACH, FLORIDA 33460**

FOR

LAUREN BENNETT, CPRP CITY OF LAKE WORTH BEACH

BY

ROBERT B. BANTING, MAI, SRA CERT GEN RZ4

WITH

ANDERSON & CARR, INC.

521 SOUTH OLIVE AVENUE WEST PALM BEACH, FLORIDA 33401

**DATE OF INSPECTION: AUGUST 30, 2022 DATE OF REPORT: SEPTEMBER 14, 2022
DATE OF VALUE: AUGUST 30, 2022**

**FILE NO.: 2220385.000 CLIENT REFERENCE: 10 SOUTH OCEAN
BOULEVARD**



September 14, 2022

Ms. Lauren Bennett, CPRP
 City of Lake Worth Beach
 17 South M Street
 Lake Worth Beach, FL 33460

Dear Ms. Bennett, CPRP:

Pursuant to your request, we have personally performed a market rent analysis of the subject premises, consisting of retail and restaurant space situated within the Lake Worth Casino and Beach Complex. There is a total of (4) spaces in which the market rent is being surveyed; Benny's on the Beach, Mama Mia's Pizzeria, Kilwin's, and BF Enterprises dba Lake Worth Beach Tee Shirt Co.

The subject premises are located at the eastern terminus of Lake Avenue, on the west side of Lake Worth Public Beach and right side of South Ocean Boulevard in Lake Worth Beach. The property address is 10 South Ocean Boulevard, Lake Worth Beach, Florida. The subject premises are situated within the Lake Worth Casino and Beach Complex which features a new oceanfront park, restaurants, shops, ballroom, restrooms, picnic facilities, the William O. Lockhart Municipal Pier, and municipal pool (currently closed). The improvements contain a total of approximately 28,145 square feet of building area situated on approximately 21.41 acres of land. The complex offers ample metered parking spaces. Below is a table with a description of the subject premises:

Lake Worth Casino and Beach Complex					
10 South Ocean Boulevard, Lake Worth Beach, Florida 33460					
Tenant (Trade Name)	Suite #	Description	Rentable Area (SF)	Patio Area (SF)	Total SF
Benny's on the Beach	LW Pier	Restaurant	7,342	400	7,742
Mama Mia's	1 & 2	Restaurant	1,332	436	1,768
Kilwin's	3 & 4	Retail	1,332	367	1,699
LW Tee Shirt Co.	5 & 6	Retail	1,348	N/A	1,348

The purpose of this assignment is to estimate the market rent for the subject property as of August 30, 2022. The intended use of the report is to assist the client and intended user in establishing a market rental rate for negotiating lease renewals. This report has been prepared for no other purpose and for use by no other person or entity than for use by the client for the purpose stated herein. Any other use of this report is considered a misuse and thus the appraisers will not be held responsible for any outcome associated with use by another entity or for another purpose.



ANDERSON CARR

City of Lake Worth Beach
Lauren Bennett, CPRP
Page 2
September 14, 2022

As a result of our analysis, we have developed an opinion that the market rent (as defined in the report), subject to the definitions, certifications, and limiting conditions set forth in the attached report, as of August 30, 2022 was as follows in the below table:

Lake Worth Casino and Beach Complex 10 South Ocean Boulevard, Lake Worth Beach, Florida 33460				
Tenant (Trade Name)	Suite #	Description	Current Base Rent Excluding Patio (Annual)	Market Base Rent Excluding Patio (Annual)
Benny's on the Beach	LW Pier	Restaurant	\$240,000.00	\$242,000.00
Mama Mia's	1 & 2	Restaurant	\$63,531.07	\$66,500.00
Kilwin's	3 & 4	Retail	\$45,383.90	\$60,000.00
LW Tee Shirt Co.	5 & 6	Retail	\$64,301.50	\$61,000.00
Base Rents DO NOT include Patio Area(s), where applicable				
Does not include applicable sales tax or CAM charges				

The following presents our market rent survey analysis. This letter must remain attached to the report, which contains 45 pages plus related exhibits, in order for the market rent conclusions set forth to be considered valid.

Respectfully submitted,

ANDERSON & CARR, INC.

Robert B. Banting, MAI, SRA
Cert Gen RZ4

RBB:



ANDERSON CARR

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Qualifications for Robert B. Banting, MAI, SRA, Cert Gen RZ4



DRAFT

SUMMARY OF IMPORTANT FACTS AND CONCLUSIONS

Client:	City of Lake Worth Beach Lauren Bennett, CPRP
Intended User:	City of Lake Worth Beach
Analysis Performed:	Market Rent Analysis
Special Assumptions Reference:	None
Unusual Market Externality:	Covid-19 Pandemic
Location:	The subject premises are located within the Lake Worth Beach Casino and Beach Complex at the eastern terminus of Lake Worth Road, on the west side of Lake Worth Public Beach and right side of South Ocean Boulevard in Lake Worth Beach. The property address is 10 South Ocean Boulevard, Lake Worth Beach, Florida.
Year Built:	1920's, rebuilt in 1940's and 1970's, rebuilt new in 2012
Total Building Area:	28,145 square feet
Total Rentable Area:	Benny's: 7,342 square feet plus 400 square foot patio Mama Mia: 1,332 square feet plus 436 square foot patio Kilwins: 1,332 square feet plus 367 square foot patio LW Tee Shirt Co.: 1,348 square feet
Site/Land Area:	932,620 square feet or 21.41 acres of land area
Zoning:	BAC- Beach and Casino by City of Lake Worth Beach
Number of Floors:	2
Basic Construction:	CBS and wood frame
Exterior Finish:	Painted Stucco
Roof Support/Covering:	Flat roof (the covering was not inspected; however, it is



assumed to be typical built-up or membrane type covering in good working condition), barrel tile mansard

Doors:

Glass store front doors

Windows:

Fixed glass in metal frame storefronts

Floors:

Benny's: Ceramic Tile, wood decking

Mama Mia: Ceramic Tile

Kilwins: Ceramic Tile, vinyl

LW Tee Shirt Co.: Wood

Ceiling:

Benny's: Drywall

Mama Mia: Acoustical Ceiling Tiles

Kilwins: Exposed and acoustical ceiling tiles

LW Tee Shirt Co.: Exposed

Interior Walls:

Benny's: Drywall, wall paper, FRP in kitchen

Mama Mia: Drywall, decorative stone

Kilwins: Drywall

LW Tee Shirt Co.: Drywall

Lighting:

Fluorescent and incandescent fixtures, trac lighting

Fire Detection:

Benny's: Fire alarm, fire extinguisher

Fire sprinkler system, fire alarm, fire extinguisher (Mama Mia's, Kilwins and LW Tee Shirt Co.)

AC/Heating:

Central HVAC

Parking:

Metered public parking



Building Comments/Condition:

Property appeared to be in good overall condition. There were no signs of deferred maintenance noted during the inspection of the subject premises.

Description of Premises:

Benny's: The premises is a fully built out restaurant space containing a total of approximately 3,400 square feet of enclosed rentable area with an additional outdoor dining, bar and patio areas totaling approximately 4,342 square feet. The premises is situated on the Lake Worth Beach Pier with the southern portion of the pier being utilized as outdoor dining area. The premises also consists of an enclosed upper dining area, small air conditioned dining area, an outside covered bar, tent and patio areas, and (2) restrooms. Additionally, there is a small "bait shop" where admittance to the pier is paid and where patrons can purchase bait and concession. The restaurant is responsible for maintaining the pier and collecting fees for guest parking and guest utilization of the pier.

Mama Mia's: The premises is situated in Units 1 & 2 on the ground floor of the Lake Worth Casino building and contains 1,332 square feet of enclosed building area as well as a 436 square foot patio/outdoor dining area. The premises is a fully built out restaurant with kitchen, pizza ovens, walk in freezer and dining area.

Kilwins: The premises is situated in Units 3 & 4 on the ground floor of the Lake Worth Casino building and contains 1,332 square feet of enclosed building area as well as a 367 square foot patio/outdoor area. The premises contains a walk in freezer, ice cream serving counter, retail displays and indoor/outdoor seating areas.

LW Tee Shirt Co.: The premises contains 1,348 square feet and is fully built out as a retail store with a small office. The premises is situated in Units 5 & 6 on the ground floor of the Lake Worth Casino building.

Mama Mia's, Kilwins, and LW Tee Shit Co. utilize common area public restrooms which are located nearby within the building.

Current Use:

Commercial/Restaurant/Retail



Market Rent Conclusions:

Benny's on the Beach:
Net Annual Market Rent: \$248,000
Net Monthly Market Rent: \$20,666.67

Mama Mia's Pizzeria:
Net Annual Market Rent: \$73,000
Net Monthly Market Rent: \$6,083.33

Kilwins:
Net Annual Market Rent: \$65,500
Net Monthly Market Rent: \$5,458.33

BF Enterprises (Lake Worth Tee Shirt Co.):
Net Annual Market Rent: \$61,000
Net Monthly Market Rent: \$5,083.33

Date of Inspection: August 30, 2022
Date of Report: September 14, 2022
Date of Value: August 30, 2022

CERTIFICATION

I certify that, to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct.

The reported analyses, opinions, and conclusions are limited only by the reported general limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, conclusions, and recommendations.

I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three year period immediately preceding acceptance of this assignment.

I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved.

I have no bias with respect to any property that is the subject of this report or to the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results. This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.



My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.

The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

Robert B. Banting, MAI, SRA has made a personal inspection of the property that is the subject of this report.

As of the date of this report, Robert B. Banting, MAI, SRA has completed the continuing education program of the Appraisal Institute.

No one provided significant real property appraisal or appraisal consulting assistance to the person signing this certification.



-
Robert B. Banting, MAI, SRA
Cert Gen RZ4

GENERAL LIMITING CONDITIONS

1. Unless otherwise stated, the value appearing in this appraisal represents our opinion of the market value or the value defined as of the date specified. Values of real estate are affected by national and local economic conditions and consequently will vary with future changes in such conditions.
2. Possession of this report or any copy thereof does not carry with it the right of publication nor may it be used for other than its intended use. The physical report(s) remains the property of the appraiser for the use of the client. The fee being for the analytical services only. The report may not be copied or used for any purpose by any person or corporation other than the client or the party to whom it is addressed, without the written consent of an officer of the appraisal firm of Anderson & Carr, Inc. and then only in its entirety.
3. Neither all nor any part of the contents of this report shall be conveyed to the public through advertising, public relations efforts, news, sales or other media without written consent and approval of an officer of Anderson & Carr, Inc. nor may any reference be made in such public communication to the Appraisal Institute or the MAI, SRA or SRPA designations.



4. The appraiser may not divulge the material contents of the report, analytical findings or conclusions, or give a copy of the report to anyone other than the client or his designee, as specified in writing except as may be required by the Appraisal Institute, as they may request in confidence for ethics enforcement or by a court of law or body with the power of subpoena.
5. Liability of Anderson & Carr, Inc. and its employees is limited to the fee collected for the appraisal. There is no accountability or liability to any third party.
6. It is assumed that there are no hidden or unapparent conditions of the property, sub-soil, or structures which make it more or less valuable. The appraiser assumes no responsibility for such conditions or the engineering which might be required to discover these facts.
7. This appraisal is to be used only in its entirety. All conclusions and opinions concerning the analysis which are set forth in the report were prepared by the appraisers whose signatures appear on the appraisal report. No change of any item in the report shall be made by anyone other than the appraiser and the appraiser and firm shall have no responsibility if any such unauthorized change is made.
8. No responsibility is assumed for the legal description provided or other matters legal in character or nature, or matters of survey, nor of any architectural, structural, mechanical, or engineering in nature. No opinion is rendered as to the title which is presumed to be good and merchantable. The property is valued as if free and clear of any and all liens and encumbrances and under responsible ownership and competent property management unless otherwise stated in particular parts of the report.
9. No responsibility is assumed for accuracy of information furnished by or from others, the clients, their designee, or public records. We are not liable for such information or the work of subcontractors. The comparable data relied upon in this report has been confirmed with one or more parties familiar with the transaction or from affidavit when possible. All are considered appropriate for inclusion to the best of our knowledge and belief.
10. The contract for appraisal, consultation or analytical service is fulfilled and the total fee payable upon completion of the report. The appraiser or those assisting the preparation of the report will not be asked or required to give testimony in court or hearing because of having made the appraisal in full or in part; nor engaged in postappraisal consultation with client or third parties, except under separate and special arrangement and at an additional fee.
11. The sketches and maps in this report are included to assist the reader and are not necessarily to scale. Various photos, if any, are included for the same purpose and are not intended to represent the property in other than actual status as of the date of the photos.
12. Unless otherwise stated in this report, the appraisers have no reason to believe that there may be hazardous materials stored and used at the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials



may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

13. No environmental or impact studies, special market studies or analysis, highest and best use analysis study or feasibility study has been requested or made unless otherwise specified in an agreement for services or in the report. Anderson & Carr, Inc. reserves the unlimited right to alter, amend, revise or rescind any of the statements, findings, opinions, values, estimates or conclusions upon any previous or subsequent study or analysis becoming known to the appraiser.

14. It is assumed that the property is in full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in this appraisal report.

15. The rent estimated in this appraisal report is gross without consideration given to any encumbrance, lien, restriction, or question of title, unless specifically defined. The estimate of rent in the appraisal report is not based in whole or in part upon the race, color, or national origin of the present owners or occupants of the properties in the vicinity of the property appraised.

16. It is assumed that the property conforms to all applicable zoning, use regulations, and restrictions unless a nonconformity has been identified, described, and considered in this appraisal report.

17. It is assumed that all required licenses, certificates of occupancy, consents, and other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the opinion of rent contained in this report is based.

18. It is assumed that the use of the land and improvements is confined within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.

19. This appraisal report has been prepared for the exclusive benefit of the client and intended users, City of Lake Worth Beach. This report has been prepared for no other purpose and for use by no other person or entity than for use by the client for the purpose stated herein. Any other use of this appraisal is considered a misuse and thus the appraisers will not be held responsible for any outcome associated with use by another entity or for another purpose.

20. The Americans with Disabilities Act (ADA) became effective January 26, 1992. The appraisers have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since the appraisers have no direct

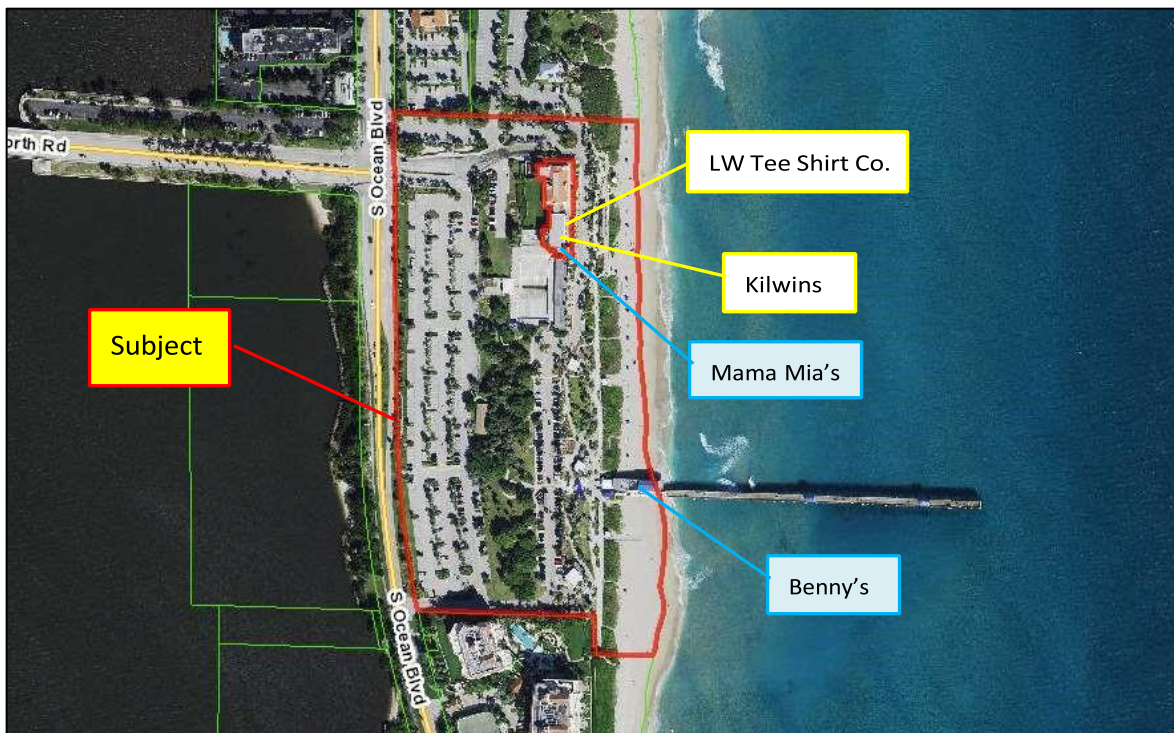


evidence relating to this issue, possible non-compliance with the requirements of the ADA in estimating the value of the property has not been considered.

21. ACCEPTANCE OF, AND/OR USE OF THIS APPRAISAL REPORT CONSTITUTES ACCEPTANCE OF THE PRECEDING CONDITIONS.



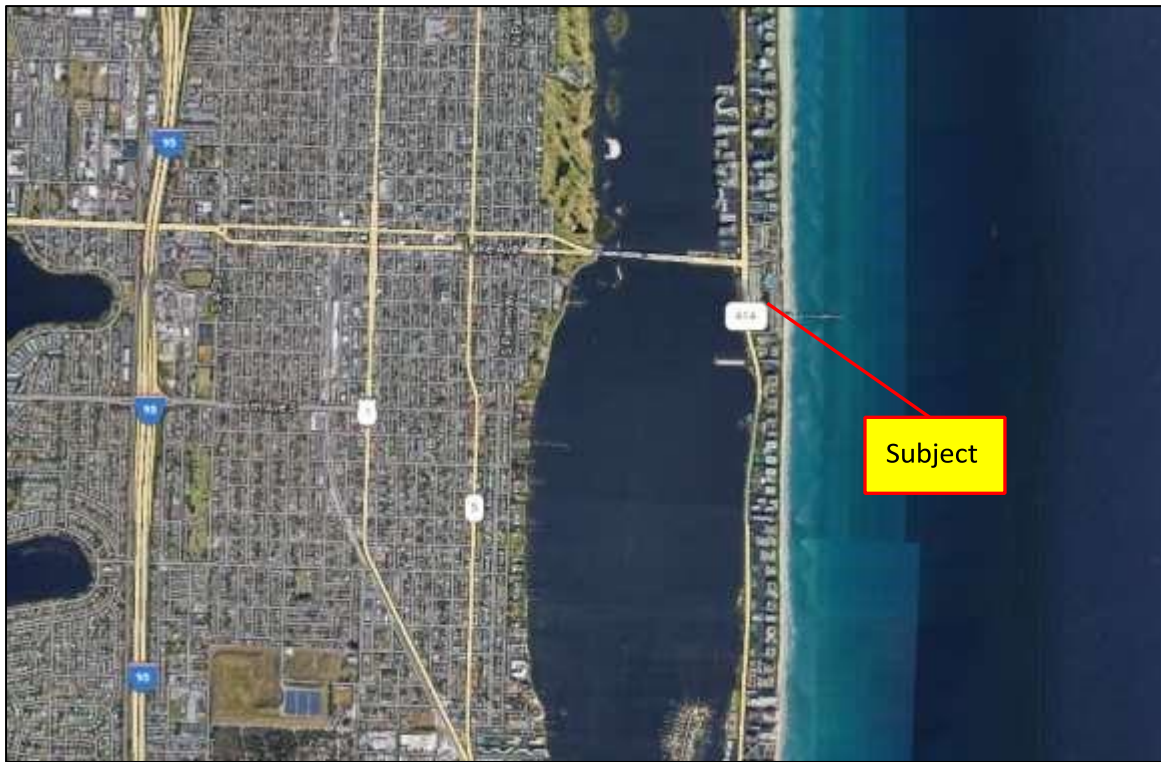
AREA/LOCATION MAPS





AERIAL PHOTOGRAPHS





SUBJECT PROPERTY PHOTOS (TAKEN AUGUST 30, 2022)



West side of Benny's On The Beach





East side of Benny's On The Beach



South side of Benny's On The Beach/Outdoor dining area



North side of Benny's On The Beach





Indoor Dining Area



Upper Level Dining Area- Benny's On The Beach



Kitchen- Benny's On The Beach



Outdoor Dining Area- Benny's On The Beach





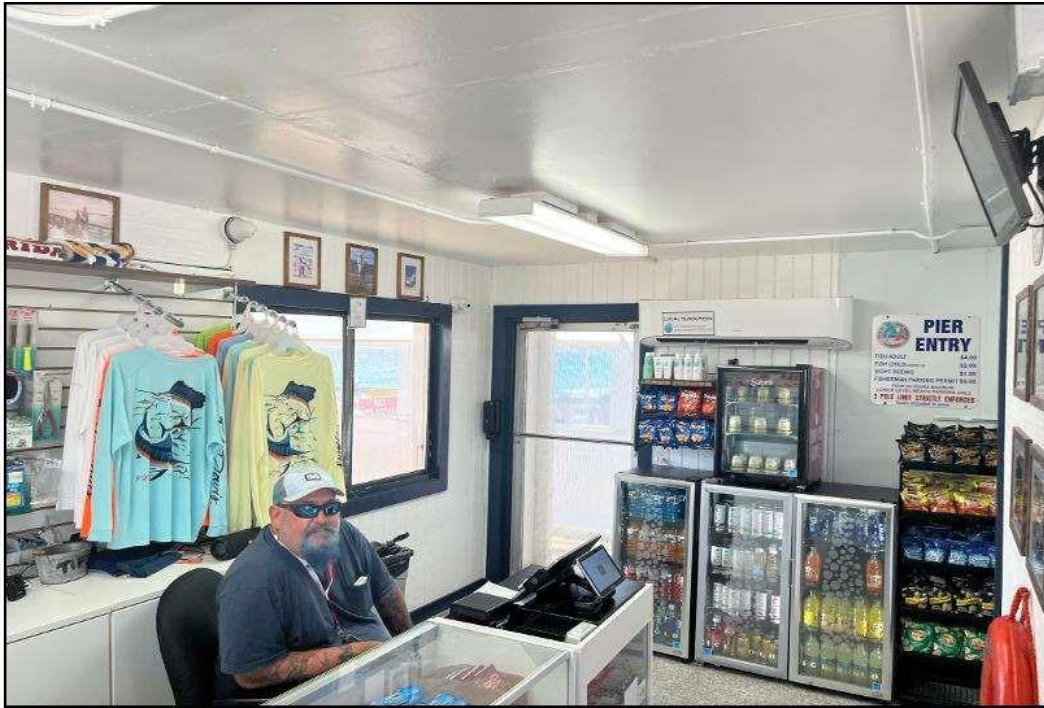
Tent Area- Benny's On The Beach



Outdoor Bar Area- Benny's On The Beach



Pier Entrance



Bait Shop

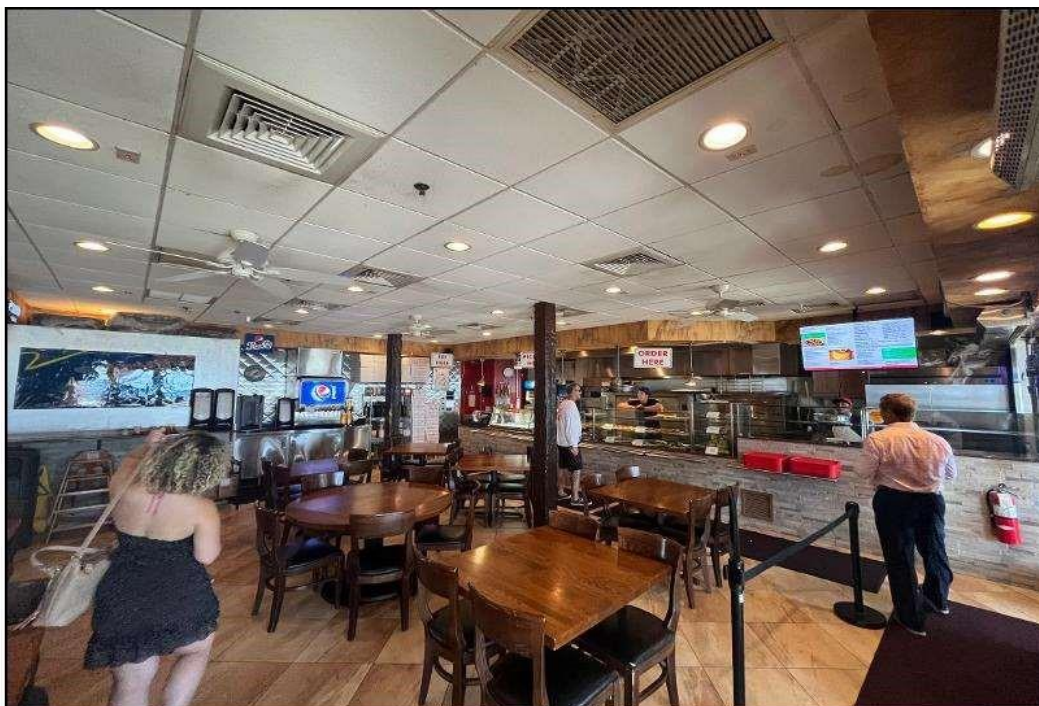


Lake Worth Beach Pier





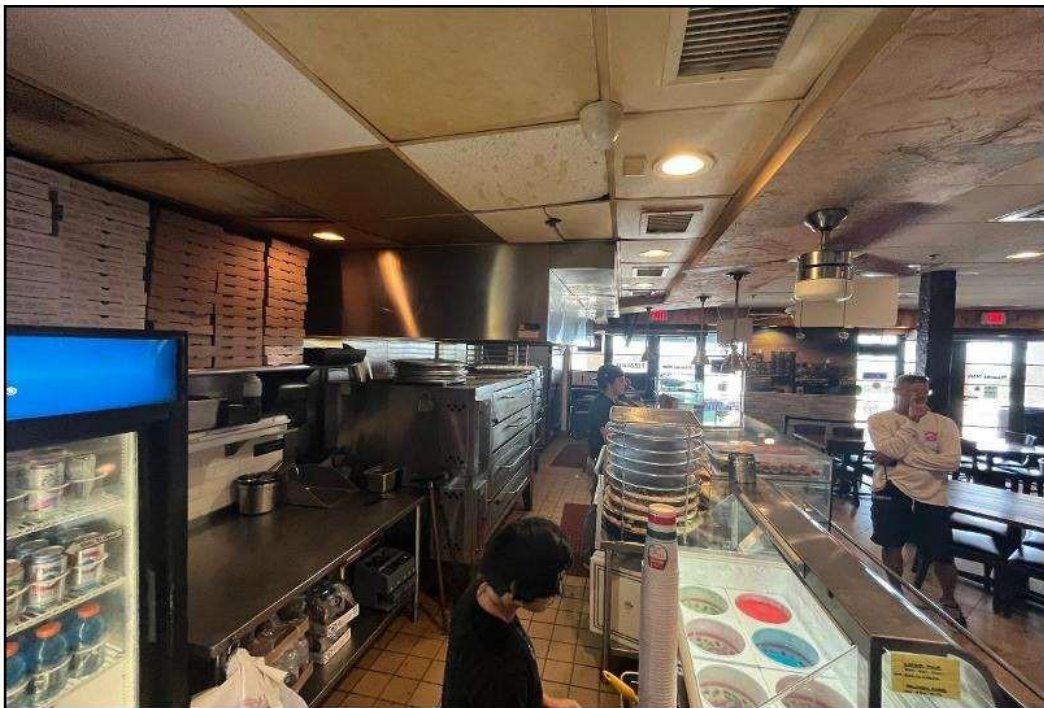
Mama Mia's Pizzeria



Dining Area- Mama Mia's Pizzeria



Kitchen- Mama Mia's Pizzeria



Counter/Pizza Ovens- Mama Mia's Pizzeria





Outdoor Dining Area- Mama Mia's Pizzeria



Kilwins





Kilwins- Interior



Storage/Prep Area- Kilwins





Freezer- Kilwins



Outdoor Dining Area- Kilwins





Lake Worth Tee Shirt Co.



Lake Worth Tee Shirt Co.



Lake Worth Tee Shirt Co.



Access Road facing south



Access Road facing north

PURPOSE AND DATE OF REPORT

The purpose of this assignment is to estimate the market rent for negotiating a lease renewal of the subject property as of August 30, 2022.

SUBJECT PREMISES

We have completed a market rent analysis of the subject premises which consists of (4) spaces: Benny’s on the Beach situated on the Lake Worth Beach Pier; a restaurant containing approximately 3,400 square feet of enclosed building area and 4,342 square feet of outdoor dining/bar/patio area, Mama Mia’s Pizzeria situated in the Lake Worth Beach Casino Building; a restaurant space containing approximately 1,332 square feet of enclosed building area and a 436 square foot patio/outdoor dining area, Kilwins; a retail space containing 1,332 square feet of enclosed building area and a 367 square foot outdoor seating/patio area situated in the Lake Worth Beach Casino Building, and Lake Worth Beach Tee Shirt Co.; a retail space containing 1,348 square feet of enclosed building area situated in the Lake Worth Beach Casino Building. The improvements are situated within the Lake Worth Beach Casino and Beach Complex on a site containing a total of approximately 21.41 acres of land area.

The subject premises are located within the Lake Worth Casino and Beach Complex at the eastern terminus of Lake Avenue, on the west side of Lake Worth Public Beach and right side of South Ocean Boulevard in Lake Worth Beach. The property address is 10 South Ocean Boulevard, Lake Worth Beach, Florida.



INTENDED USE AND USER

The intended use of this report is to assist the client and intended user in negotiating a lease renewal(s). The intended user of the report is City of Lake Worth Beach and/or otherwise specified in writing

This report has been prepared utilizing generally accepted appraisal guidelines, techniques, and methodologies as contained within the Uniform Standard of Professional Practice (USPAP), as promulgated by the Appraisal Foundation.

CLIENT

City of Lake Worth Beach c/o Ms.
Lauren Bennett, CPRP
17 South M Street
Lake Worth Beach, FL 33460

DEFINITION OF MARKET RENT

The most probable rent that a property should bring in a competitive and open market reflecting all conditions and restrictions of the lease agreement, including permitted uses, use restrictions, expense obligations, term, concessions, renewal and purchase options, and tenant improvements (TIs). (The Dictionary of Real Estate Appraisal, 5th ed., Chicago: Appraisal Institute, 2010)

TYPICAL LESSEE PROFILE

The typical lessee of the subject premises would be a retail, restaurant or other commercial type user.

SCOPE OF ASSIGNMENT

The scope of this assignment encompasses an examination of the subject property and a comparison with other competing space for analysis of market rent.

Rental data was gathered through the use of online services such as MLS, CoStar.com, and Loopnet.com as well as a search of the local market around the subject, discussions with area real estate brokers, Palm Beach County and other local municipalities, property owners and a review of this office’s past appraisal files for similar assignments.

Physical data pertaining to the subject property was obtained from personal inspection and public information sources such as the Palm Beach County Property Appraisers records.

The property was inspected on August 30, 2022. It is assumed that the subject does not suffer from any unapparent conditions that would have a significant impact on its ability to be effectively marketed and leased. Such conditions include



but are not limited to faulty electrical or mechanical systems, roof or plumbing leaks, and the presence of mold or contamination.

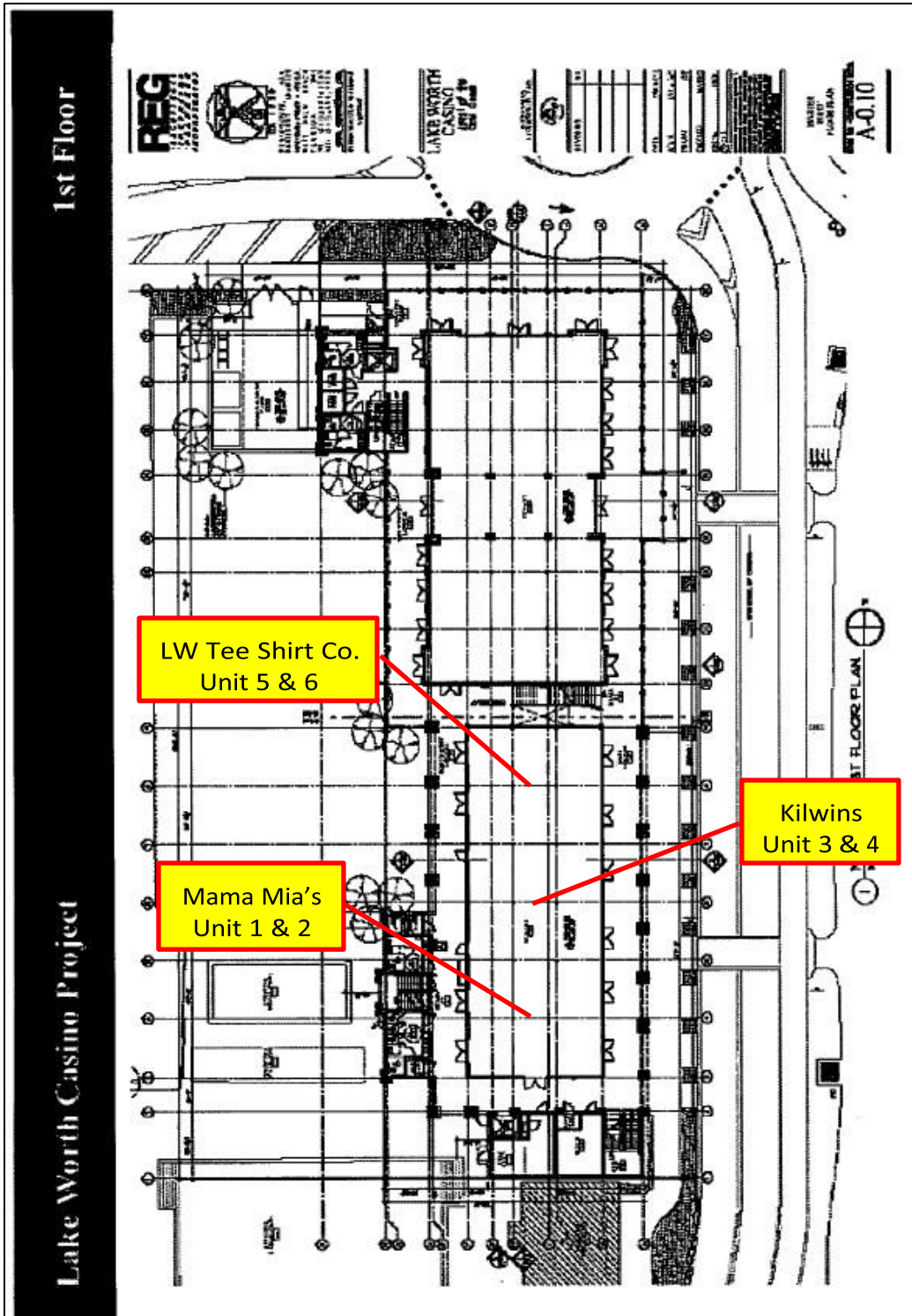
An exterior inspection of the comparables was also made.

We make no warranty as to the authenticity and reliability of representations made by those with whom we verified information. We have relied upon the square footage for the subject unit as provided to us by the client/landlord. We have taken due care in attempting to verify the data utilized in this analysis. We based our analysis and conclusions on overall patterns rather than on specific representations.

The product of our research and analysis is formulated within this report for analysis of and direct comparison with the subject property being analyzed. Additionally, we may have used original research performed in preparation of other appraisals by this office, which is considered appropriate for the subject property.

PREMISES SKETCH (TAKEN FROM ORIGINAL LEASE)





BENNY'S ON THE BEACH (NO SKETCH AVAILABLE)







SUMMARY OF SUBJECT LEASE

(BENNY'S ON THE BEACH)

The following summary was taken from the signed lease and the amendment(s) to said lease provided to the appraisers by the client. This is only a summary of certain provisions of the lease. We suggest that any person with an interest in the lease read the entire lease, which is found in the addendum of this report.

Lessor: City of Lake Worth

Lessee: RTT-Benny's on the Beach, Inc. DBA Benny's on the Beach

Address: 10 South Ocean Boulevard, Lake Worth Beach (on the Pier)

Use of Premises: Restaurant, retail, bait shop

Date of Lease: February 11, 2013 (amended from time to time)

Rent Commencement Date: March 1, 2013

Lease Expiration Date: February 28, 2023

Total SF Leased: Rentable Area: 7,342 square feet
Patio Area: 400 square feet

Current Base Rent: Restaurant: \$240,000 per annum or \$32.69 per square foot

Rental Increase: None

Renewal Options: Renewal Option (1) for 8 years; Renewal Option (2) for 23 months

Comments: Tenant pays real estate tax. Tenant is responsible for garbage collection, repairs and maintenance of the premises and Lake Worth Pier (except replacing wood boards and railings) including pressure washing the Pier once a quarter, collecting entrance fees and maintaining the bait shop to the Pier. Tenant keeps the Pier entrance fees which operates as a management fee to the tenant.

400 SF Patio: \$6,000 per annum or \$15.00 per square foot



SUMMARY OF SUBJECT LEASE

The following summary was taken from the signed lease and the amendment(s) to said lease provided to the

Additional Rent (CAM): Real Estate Taxes (undisclosed amount)

(MAMA MIA'S PIZZERIA)

appraisers by the client. This is only a summary of certain provisions of the lease. We suggest that any person with an interest in the lease read the entire lease, which is found in the addendum of this report.

Lessor: City of Lake Worth

Lessee: Mama Mia's on the Beach, Inc. (Assigned to RVRA, LLC on May 7, 2019)

Address: 10 South Ocean Boulevard, Unit 1 & 2, Lake Worth Beach

Use of Premises: Restaurant

Date of Lease: February 23, 2012 (amended from time to time)

Rent Commencement Date: October 1, 2012

Lease Expiration Date: September 30, 2022

Total SF Leased: Enclosed Area: 1,332 square feet
Patio/Outdoor Dining Area: 436 square feet

Current Base Rent: \$63,531.07 per annum or \$47.696 per square foot
Patio: \$8,039.28 per annum or \$18.44 per square foot

Additional Rent (CAM): \$8.23 per square foot, Real Estate Taxes (undisclosed amount)



SUMMARY OF SUBJECT LEASE

The following summary was taken from the signed lease and the amendment(s) to said lease provided to the

Rental Increase: 3.5% Annually

Renewal Options: (2) for 5 years each

Comments: Tenant pays real estate tax and operating expenses including common area maintenance (CAM). Tenant is responsible for garbage collection, all repairs and maintenance inside the premises including interior walls, storefronts, ceilings, floors, electrical, plumbing, grease traps, fire and life safety protection, and HVAC systems servicing the premises exclusively. The Landlord is responsible for roof, structure and outside walls (excluding store fronts), and portions of electrical and plumbing located outside the exterior boundaries of the premises.

(KILWINS)

appraisers by the client. This is only a summary of certain provisions of the lease. We suggest that any person with an interest in the lease read the entire lease, which is found in the addendum of this report.

Lessor: City of Lake Worth

Lessee: Maxplan Enterprises (Assigned to Pura Vida Treats, Inc. on March 2, 2021) DBA Kilwins

Address: 10 South Ocean Boulevard, Unit 3 & 4, Lake Worth Beach

Use of Premises: Retail

Date of Lease: February 2, 2012 (amended from time to time)



SUMMARY OF SUBJECT LEASE

The following summary was taken from the signed lease and the amendment(s) to said lease provided to the

Rent Commencement Date: October 1, 2012

Lease Expiration Date: September 30, 2022

Total SF Leased: Enclosed Area: 1,332 square feet
Patio/Outdoor Dining Area: 367 square feet

Current Base Rent: \$45,383.90 per annum or \$34.07 per square foot
Patio: \$5,898.96 per annum or \$16.07 per square foot

Additional Rent (CAM): \$13.39 per square foot, Real Estate Taxes (undisclosed amount)

Rental Increase: 3.5% Annually

Renewal Options: (2) for 5 years each

Comments: Tenant pays real estate tax and operating expenses including common area maintenance (CAM). Tenant is responsible for garbage collection, all repairs and maintenance inside the premises including interior walls, storefronts, ceilings, floors, electrical, plumbing, grease traps, fire and life safety protection, and HVAC systems servicing the premises exclusively. The Landlord is responsible for roof, structure and outside walls (excluding store fronts), and portions of electrical and plumbing located outside the exterior boundaries of the premises.

(LAKE WORTH TEE SHIRT CO.)

appraisers by the client. This is only a summary of certain provisions of the lease. We suggest that any person with an interest in the lease read the entire lease, which is found in the addendum of this report.



SUMMARY OF SUBJECT LEASE

The following summary was taken from the signed lease and the amendment(s) to said lease provided to the

Lessor: City of Lake Worth

Lessee: B.F. Enterprises DBA Lake Worth Tee Shirt Company

Address: 10 South Ocean Boulevard, Unit 3 & 4, Lake Worth Beach

Use of Premises: Retail

Date of Lease: June 6, 2012 (amended from time to time)

Rent Commencement Date: November 1, 2012

Lease Expiration Date: October 31, 2017 (First 5 year renewal option exercised)

First Option Expiration Date: October 31, 2022

Total SF Leased: Enclosed Area: 1,348 square feet

Current Base Rent: \$64,301.50 per annum or \$47.70 per square foot

Additional Rent (CAM): \$13.64 per square foot, Real Estate Taxes (undisclosed amount)

Rental Increase: 3.5% Annually

Renewal Options: (3) remaining for 5 years each

Comments: Tenant pays real estate tax and operating expenses including common area maintenance (CAM). Tenant is responsible for garbage collection, all repairs and maintenance inside the premises including interior walls, storefronts, ceilings, floors, electrical, plumbing, grease traps, fire and life safety protection, and HVAC systems servicing the premises exclusively. The Landlord is responsible for roof, structure and outside walls (excluding store fronts), and portions of electrical and plumbing located outside the exterior boundaries of the premises.



MARKET RENT ANALYSIS

Rent Discussion

We have surveyed rents for similar building space in the subject's market area. Rents can be quoted either on a gross basis or a net basis. A net rental basis is where most of the expenses including real estate taxes are passed along to the tenant in the form of a "pass through" charge that is paid in addition to a base rental rate. This charge is commonly referred to as the CAM, or common area maintenance charge. It may include additional expense items such as real estate taxes, insurance costs and management fees, depending on the lease structure.

A gross rental method is where the landlord is responsible for most of the expenses including real estate taxes and the tenant pays one single rental rate. The rents in this market were generally quoted on a net basis. The subject premises are currently renting on a net basis. We have analyzed rents on a net basis in this analysis and projected market rent on a net basis. The appraisers felt this most appropriate as it accounts for the differences in CAM charges among different buildings.

Subject Lease Summary

Benny's On The Beach: The subject premises contains 3,400 square feet of enclosed building area and 4,342 square feet of patio/outdoor dining/bar area. The subject is currently built-out and occupied by a restaurant. There is also a +/-400 square foot "bait shop" where the tenant operates and manages the Lake Worth Pier. The tenant leased the premises beginning on February 11, 2021. The original lease term was for 10 years with two renewal options. The first renewal option is for (1) 8 year term and the second renewal option is for (1) 23 month term. The expiration date of the current base term is February 28, 2023. The current net annual rent is \$240,000 plus \$6,000 for the 400 SF Patio. This equates to \$32.69 per square foot per year and \$15.00 per square foot of patio per year. There are no increases for the current base lease term and the renewal options are subject to the Landlord and Tenant negotiating a fair market rate for the Demised Premises. The Tenant is responsible for operating and maintain the Lake Worth Pier. The tenant is responsible for paying real estate taxes and for repairs and maintenance of the premises and pier, indirect and direct utilities (water, gas, garbage collection, sewer and electricity).

Mama Mia's Pizzeria: The subject premises contains 1,332 square feet of enclosed building area and 436 square feet of patio/outdoor dining area. The current rent rate is \$47.70/SF for the enclosed area and \$18.44/SF for the patio area. The subject is currently built-out and occupied by a pizza restaurant. The tenant leased the premises beginning on February 23, 2012. The original lease term was for 10 years with two 5-year renewal options. The lease was amended a number of times and was Assigned to the current Tenant as of May 7, 2019. There are no increases remaining on the base term and the rent for the renewal options shall increase by 3.5% or fair market rent, whichever is lower. The tenant is also responsible for paying additional rent (CAM). The current CAM charges are \$8.23 per square foot of rentable building area. The tenant is responsible for paying real estate taxes, all repairs and maintenance inside the premises including interior walls, storefronts, ceilings, floors, electrical, plumbing, grease traps, fire and life safety protection, and HVAC systems servicing the premises exclusively. In addition, the Tenant is responsible for indirect and direct utilities (water, gas, garbage collection, sewer and electricity).



Pura Vida Treats, Inc. (Kilwins): The subject premises contains 1,332 square feet of enclosed building area and 367 square feet of patio/outdoor dining area. The current rent rate is \$34.07/SF for the enclosed area and \$16.07/SF for the patio area. The subject is currently built-out and occupied by a retail tenant. The tenant leased the premises beginning on February 2, 2012. The original lease term was for 10 years with two 5-year renewal options. The lease was amended a number of times and was Assigned to the current Tenant as of March 2, 2021. There are no increases remaining on the base term and the rent for the renewal options shall increase by 3.5% or fair market rent, whichever is lower. The tenant is also responsible for paying additional rent (CAM). The current CAM charges are \$13.39 per square foot of rentable building area. The tenant is responsible for paying real estate taxes, all repairs and maintenance inside the premises including interior walls, storefronts, ceilings, floors, electrical, plumbing, fire and life safety protection, and HVAC systems servicing the premises exclusively. In addition, the Tenant is responsible for indirect and direct utilities (water, gas, garbage collection, sewer and electricity).

B.F. Enterprises (Lake Worth Tee Shirt Company): The subject premises contains 1,348 square feet of rentable building area. The current rent rate is \$47.70/SF area. The subject is currently built-out and occupied by a retail tenant. The tenant leased the premises beginning on June 6, 2012. The original lease term was for 5 years with four 5-year renewal options. The Tenant is currently in the fifth year of their first 5-year renewal option. There are no increases remaining on the first renewal term and the rent for the remaining renewal options shall increase by 3.5% or fair market rent, whichever is lower. The tenant is also responsible for paying additional rent (CAM). The current CAM charges are \$13.64 per square foot of rentable building area. The tenant is responsible for paying real estate taxes, all repairs and maintenance inside the premises including interior walls, storefronts, ceilings, floors, electrical, plumbing, fire and life safety protection, and HVAC systems servicing the premises exclusively. In addition, the Tenant is responsible for indirect and direct utilities (water, gas, garbage collection, sewer and electricity).

Rent Roll

Lake Worth Casino and Beach Complex 10 South Ocean Boulevard, Lake Worth Beach, Florida 33460 Rent Roll as of August 2022								
Tenant (Trade Name)	Suite #	Rentable Building Area (SF)	Patio Area (SF)	Total Building Area (SF)	Annual Rent (Building Area)	Rent/SF (Building Area)	Annual Rent (Patio)	Rent/SF (Patio)
Benny's on the Beach	LW Pier	7,342	400	7,742	\$240,000.00	\$32.69	\$6,000.00	\$15.00
Mama Mia's	1 & 2	1,332	436	1,768	\$63,531.07	\$47.70	\$8,039.28	\$18.44
Kilwin's	3 & 4	1,332	367	1,699	\$45,383.90	\$34.07	\$5,898.96	\$16.07
LW Tee Shirt Co.	5 & 6	1,348	N/A	1,348	\$64,301.50	\$47.70	N/A	N/A

Rental Survey

We have surveyed rents for similar building space in the subject’s market area. These market rental rates were then reconciled with the current subject rents to give an indication as to whether the current rental rates achieved by the



subject are within the market norms. The rents in this market were generally quoted on a net basis. As noted previously, the subject is currently renting on a net basis. Accordingly, we have analyzed rents on a net basis.

Our rental survey is composed of a mix of actual rents and asking rents as comparables. The following chart summarizes the data collected in our rent survey along with a map showing their location in relation to the subject property.

ANNUAL RENT COMPARABLES SUMMARY TABLE						
Comp. No.	Address Date of Survey	Rentable Area and Use	Location	Net Annual Rent Per SF a	Lease Date	Comments
1	10 South Ocean Blvd Lake Worth Beach Aug-22	1,768 SF Restaurant	Mama Mia's Pizzeria Lake Worth Casino & Beach Complex	\$47.70	10/1/2012	Tenant pays a net rent of \$47.70/SF for 1,332 SF of enclosed area plus an additional \$18.44/SF for a 436 SF patio. Tenant is responsible for Real Estate Taxes, CAM, utilities, garbage collection, repairs/maintenance, etc. Rent increases 3.5% each year. Currently in year 10 of a 10 year term.
2	10 South Ocean Blvd Lake Worth Beach Aug-22	1,699 SF Retail	Kilwins Lake Worth Casino & Beach Complex	\$34.07	2/12/2012	Tenant pays a net rent of \$34.07/SF for 1,332 SF of enclosed area plus an additional \$16.07/SF for a 367 SF patio. Tenant is responsible for Real Estate Taxes, CAM, utilities, garbage collection, repairs/maintenance, etc. Rent increases 3.5% each year. Currently in year 10 of a 10 year term.
3	10 South Ocean Blvd Lake Worth Beach Aug-22	1,348 SF Retail	Lake Worth Tee Shirt Co. Lake Worth Casino & Beach Complex	\$47.70	11/1/2012 Option 1: 11/1/2017	Tenant pays a net rent of \$47.70/SF for 1,348 SF of enclosed area. Tenant is responsible for Real Estate Taxes, CAM, utilities, garbage collection, repairs/maintenance, etc. Rent increases 3.5% each year. Currently in year 5 of the first 5 year renewal option.
4	10 South Ocean Blvd Lake Worth Beach Aug-22	6,857 SF Restaurant	Viva La Playa Lake Worth Casino & Beach Complex	\$40.89	5/26/2020	Tenant pays a net rent of \$40.89/SF for 5,002 SF of enclosed area plus an additional \$19.08/SF for a 1,855 SF patio. Tenant is responsible for Real Estate Taxes, CAM, utilities, garbage collection, repairs/maintenance, etc. Rent increases 3.5% each year. Currently in year 3 of a 10 year term.
5	601 South SR A1A Jupiter Aug-22	1,300 SF Restaurant	Carlin Park	\$60.00	N/A	RFP for a County owned restaurant space on the ground floor of a 2 story building containing 1,300 SF plus an additional +/-700 SF covered patio area. This rate is the minimum guaranteed annual rent required by the County. The County also requires a monthly Percentage Rent equal to 8% of gross revenues. There will be a 2% annual increase in rent.
6	2345 South Ocean Blvd Palm Beach Aug-22	1,852 SF Restaurant	Al Fresco Town of Palm Beach Par 3 Golf Course	\$80.99	7/1/2013	Tenant pays a guarantee rent of \$150,000/year with a Percentage Rent Clause equal to 10.5% of gross yearly revenue in excess of \$1,500,000. Tenant is responsible for real estate taxes, janitorial, fire prevention and repair/maintenance on FF&E only. Town of Palm Beach is responsible for all utilities and repairs/maintenance to any capital improvements.



RENTAL LOCATION MAP





RENTAL DISCUSSION

All of the comparables are municipal/county owned properties located on or adjacent to the beach/Atlantic Ocean similar in utility when compared to the subject property.

Benny's on the Beach Discussion:

The subject premises is a built-out restaurant situated on the Lake Worth Pier. The current annual rent is \$240,000 or \$32.69/SF plus an additional \$6,000/year for a 400 SF patio (\$15.00/SF). The tenant is responsible for paying the real estate taxes, utilities, garbage collection and repairs/maintenance to the building. In addition, the tenant is responsible for the management and upkeep of the Lake Worth Pier, excluding replacing wood boards and railings. Additionally, the tenant is responsible for collecting entrance fees to the pier at a rate determined by the City and operating the "bait shop." The tenant keeps the entrance fees which operate as a management fee.

Comparables 1, 2, 3 and 4 are all situated within the Lake Worth Casino & Beach Complex and are similar in size, location and appeal when compared to the subject. The average rent of Comparables 1, 2, 3 and 4 is \$42.59/SF on net basis which is higher than what the subject would expect to achieve. Comparable 5 is similar in size and condition, but superior in location. The current minimum rate is \$60.00 per square foot on a net basis which is higher than what the subject would expect to achieve. Comparable 6 is similar in size, but superior in condition and location. The current rate is \$80.00 per square foot on a net basis which is higher than what the subject would expect to achieve. We feel the annual market rent should be in the lower portion of the indicated range set by the comparables.

Mama Mia's Pizzeria Discussion:

The subject premises is a built-out restaurant situated within the Lake Worth Casino & Beach Complex. The current rent is \$47.70/SF plus an additional \$18.44/SF for a 400 SF patio on a net basis. The tenant is responsible for paying the real estate taxes, CAM, utilities, garbage collection and repairs/maintenance to the building.

Comparables 1, 2, 3 and 4 are all situated within the same building as the subject premises and are similar in size, condition and appeal when compared to the subject. The average rent of Comparables 1, 2, 3 and 4 is \$42.59/SF on net basis which is lower than what the subject would expect to achieve. Comparable 5 is similar in size and condition, but superior in location. The current minimum rate is \$60.00 per square foot on a net basis which is higher than what the subject would expect to achieve. Comparable 6 is similar in size, but superior in condition and location. The current rate is \$80.00 per square foot on a net basis which is higher than what the subject would expect to achieve. We feel the annual market rent should be in the middle portion of the indicated range set by the comparables.

Kilwins Discussion:

The subject premises is a retail space situated within the Lake Worth Casino & Beach Complex. The current rent is \$34.07/SF plus an additional \$16.07/SF for a 367 SF patio on a net basis. The tenant is responsible for paying the real estate taxes, CAM, utilities, garbage collection and repairs/maintenance to the building.



Comparables 1, 2, 3 and 4 are all situated within the same building as the subject premises and are similar in size, condition and appeal when compared to the subject. The average rent of Comparables 1, 2, 3 and 4 is \$42.59/SF on net basis which is lower than what the subject would expect to achieve. Comparable 5 is similar in size and condition, but superior in location. The current minimum rate is \$60.00 per square foot on a net basis which is higher than what the subject would expect to achieve. Comparable 6 is similar in size, but superior in condition and location. The current rate is \$80.00 per square foot on a net basis which is higher than what the subject would expect to achieve. We feel the annual market rent should be in the middle portion of the indicated range set by the comparables.

Lake Worth Tee Shirt Co. Discussion:

The subject premises is a retail space situated within the Lake Worth Casino & Beach Complex. The current rent is \$47.70/SF on a net basis. The tenant is responsible for paying the real estate taxes, CAM, utilities, garbage collection and repairs/maintenance to the building.

Comparables 1, 2, 3 and 4 are all situated within the same building as the subject premises and are similar in size, condition and appeal when compared to the subject. The average rent of Comparables 1, 2, 3 and 4 is \$42.59/SF on net basis which is lower than what the subject would expect to achieve. Comparable 5 is similar in size and condition, but superior in location. The current minimum rate is \$60.00 per square foot on a net basis which is higher than what the subject would expect to achieve. Comparable 6 is similar in size, but superior in condition and location. The current rate is \$80.00 per square foot on a net basis which is higher than what the subject would expect to achieve. We feel the annual market rent should be in the middle portion of the indicated range set by the comparables.

Percentage Clause Discussion:

Comparables 5 and 6 are leased spaces in municipally owned buildings. Comparables 5 and 6 include a “Break Through” point at which if and when the gross annual sales exceed a predetermined figure, the rent will be increased at a predetermined percentage.

The development of the subject leases should include a clause minimum rent is set at a percentage of gross sales ranging from 5% to 6%. Based on the percentage of gross sales, we have found that the market typically rents restaurant space based on a minimum rental at around 6% of gross sales. This is prevalent on municipal leases.

Market Rent Conclusion

We have been asked to value the subject properties on an “as-is” basis. We have considered the current condition of the space(s) and forecast rent at a rate we feel appropriate with the consideration that the tenant(s) will lease the space on an “as-is” basis.

Benny’s on the Beach Conclusion:



Based on the preceding, and considering the fact that the Tenant is responsible for the operation and management of the Lake Worth Pier, the appraisers conclude that the first year's annual market rent of leasable building area is \$33.00 per square foot on a net basis for the enclosed space, bar area, outdoor dining area, tent area and "bait shop" and \$15.00 per square foot on a net basis for the patio area, as of August 30, 2022.

Enclosed space: 7,342 SF of rentable area @ \$33.00 per SF = **\$242,286 per year** Patio space:
400 SF of rentable area @ \$15.00 per SF = **\$6,000 per year**

Combined Gross Annual Income (rounded): **\$248,000 per year**

Net Monthly Market Rent Conclusion: **\$20,666.67 per month**

Note that the preceding assumes there is a minimum rent percentage clause of 6% of gross annual sales, and does not include applicable sales tax or CAM charges.

Lake Worth Pier Conclusion:

The tenant provides a service to the City of Lake Worth Beach by operating and maintaining the Lake Worth Pier, therefore; we believe that the tenant should not be charged rent for the Lake Worth Pier.

Mama Mia's Pizzeria Conclusion:

Based on the preceding, and factoring in the premises being a build out restaurant which typically rent for a higher rate, the appraisers conclude that the first year's annual market rent of leasable building area is \$50.00 per square foot on a net basis for the enclosed space, and \$15.00 per square foot on a net basis for the patio area, as of August 30, 2022.

Enclosed space: 1,332 SF of rentable area @ \$50.00 per SF = **\$66,600 per year** Patio space:
436 SF of rentable area @ \$15.00 per SF = **\$6,540 per year**

Combined Gross Annual Income (rounded): **\$73,000 per year**

Net Monthly Market Rent Conclusion: **\$6,083.33 per month**

Note that the preceding assumes there is a percentage clause of 6% of gross annual sales, and does not include applicable sales tax or CAM charges.



Kilwins Conclusion:

Based on the preceding, the appraisers conclude that the first year's annual market rent of leasable building area is \$45.00 per square foot on a net basis for the enclosed space, and \$15.00 per square foot on a net basis for the patio area, as of August 30, 2022.

Enclosed space: 1,332 SF of rentable area @ \$45.00 per SF = **\$59,940 per year** Patio space:
367 SF of rentable area @ \$15.00 per SF = **\$5,505 per year**

Combined Gross Annual Income (rounded): **\$65,500 per year**

Net Monthly Market Rent Conclusion: **\$5,458.33 per month**

Note that the preceding assumes there is a minimum rent percentage clause of 6% of gross annual sales, and does not include applicable sales tax or CAM charges.



Lake Worth Tee Shirt Co. Conclusion:

Based on the preceding, the appraisers conclude that the first year's annual market rent of leasable building area is \$45.00 per square foot on a net basis for the enclosed space, as of August 30, 2022.

Enclosed space: 1,348 SF of rentable area @ \$45.00 per SF = **\$60,660 per year**

Combined Gross Annual Income (rounded): **\$61,000 per year**

Net Monthly Market Rent Conclusion: **\$5,083.33 per month**

Note that the preceding assumes there is a minimum rent percentage clause of 6% of gross annual sales, and does not include applicable sales tax or CAM charges.



Benny's Lease Agreement Supplemental Information

Future Base and Patio Rent plus 2% annual increase

Years	Future Value (2.00%)
2023	\$ 250,920.00
2024	\$ 255,938.40
2025	\$ 261,057.17
2026	\$ 266,278.31
2027	\$ 271,603.88
2028	\$ 277,035.96
2029	\$ 282,576.67
2030	\$ 288,228.21
2031	\$ 293,992.77
2032	\$ 299,872.63

Pier fishermen parking pass revenue:

There is no rent payment requirement per the lease agreement; Benny's operates the Pier and bait shop and assumes all expenses related to the operation for the bait shop and some of the maintenance of the pier (per the lease pressure washing). The City receives revenue for the parking passes sold to the fishermen that use the pier.

Revenues from fishermen parking passes sales

2014	\$ 27,163.29
2015	\$ 19,363.24
2016	\$ 24,099.06
2017	\$ 24,237.18
2018	\$ 30,951.39
2019	\$ 28,013.52
2020	\$ 26,906.53
2021	\$ 29,294.39
2022	\$ 26,056.07
2023	\$ 10,476.96
Total	\$ 246,561.63

Property Taxes paid by Benny's

2022	\$ 43,976.02
2021	\$ 42,486.48
2020	\$ 40,182.83
2019	\$ 38,179.39
2018	\$ 34,924.04
2017	\$ 31,519.70
2016	\$ 29,371.33
2015	\$ 28,760.30
2014	\$ 27,591.10
2013	\$ 26,330.51
Total	\$ 343,321.70

STAFF REPORT REGULAR MEETING

AGENDA DATE: February 17, 2023

DEPARTMENT: Leisure Services

TITLE:

Discussion of Fiscal Year 2023 Community Development Block Grant Application

SUMMARY:

Direction from the City Commission is requested to authorize the submission of an application to Palm Beach County Department of Housing and Economic Development for funding under the FY 2023-2024 Community Development Block Grant program in the estimated amount of \$306,691 for an eligible activity. The activity to be submitted will be determined by the City Commission during this meeting.

BACKGROUND AND JUSTIFICATION:

At its Regular Meeting of March 1, 2022, the City Commission approved the submission of its FY 2022-2023 Community Development Block Grant ("CDBG") application to Palm Beach County Department of Housing and Economic Development ("DHED") for the Memorial Park Phase II Improvements project. This decision was made with the understanding that the project to be submitted for the City's FY 2023-2024 CDBG application would be the Osborne Community Center Improvements project.

Prior to this City Commission meeting, a public meeting was conducted on February 17, 2022 to determine public support among four CDBG eligible activities. The Osborne Community Center received overwhelming public support. However, the City Commission supported the Memorial Park Phase II Improvements Phase II project in order to complete all of the necessary improvements at this public facility with FY 2022-2023 CDBG funding. The City Commission further supported funding the Osborne Community Center Improvements project with the City's FY 2023-2024 CDBG allocation.

The improvements in the proposed scope of work include demolition of the existing flooring, baseboard, drop ceiling, deteriorated fixtures and components, upgrades to the HVAC, plumbing and electrical systems, replacement of doors, hardware, fixtures, trim, ceiling and flooring throughout the facility, modernization improvements to the foyer and welcome area, painting the interior and the exterior of the facility, exterior façade improvements and landscaping. The estimated cost of these improvements is \$306,691. Estimated FY 2023-2024 CDBG funding will cover the entire cost of the proposed scope of work. This project received overwhelming public support at the March 1, 2022 meeting.

Public facilities and improvements is an eligible CDBG activity. The service area of this public facility is located within the City's CDBG Target Area, thereby providing a presumed benefit to low- and moderate-income persons.

Other Eligible CDBG Activities

Two other CDBG-eligible infrastructure projects were considered at this meeting. The first of these projects involves improvements to the 8th Avenue South right-of-way between South A Street and South G Street. The proposed scope of work includes the construction of new roadway sections, installation of new curbing and ADA accessible sidewalks, construction of swales and landscaped green areas, new striping and signage, and the installation of traffic calming measures on each block. The in-house cost estimate for these improvements is \$527,622. The City will be required to provide the balance of the funding in excess of the estimated FY 2023-2024 CDBG funding amount of \$306,691. This balance is estimated to be \$220,931 and would be requested to be funded through the FY 2024 CIP process.

Infrastructure improvements is an eligible CDBG activity. This activity is located within the City's CDBG Target Area, thereby providing a presumed benefit to low- and moderate-income persons

The second of these projects consists of center block infrastructure improvements between Lake and Lucerne Avenues from North B Street to North H Street. The proposed scope of work includes the installation of new curbing and ADA accessible sidewalks, milling and resurfacing of the roadway, new striping and signage, installation of traffic calming measures on each block, and stormwater adjustments and improvements. The in-house cost estimate for these improvements is \$326,650. The City will be required to provide the balance of the funding in excess of the estimated FY 2023-2024 CDBG funding amount of \$306,691. This balance is estimated to be \$19,959, and would be requested to be funded through the FY 2024 CIP process.

Infrastructure improvements is an eligible CDBG activity. This activity is located within the City's CDBG Target Area, thereby providing a presumed benefit to low- and moderate-income persons.

Requested Action

Staff respectfully requests direction from the City Commission in the selection of the eligible activity to be funded with the City's FY 2023-2024 CDBG allocation in the estimated amount of \$306,691. It is further requested that the City Commission authorize the submission of the application to DHED for this purpose.

MOTION:

Move to approve/disapprove staff's request to determine the activity to be selected for FY 2023-2024 CDBG funding and to authorize the submission of an application to DHED for CDBG funds in the estimated amount of \$306,691 for the selected activity.

ATTACHMENT(S):

Fiscal Impact Analysis – N/A
Presentation



Community Development Block Grant

Commission Meeting
February 21, 2023

Presented By:
Grant Analyst, Jerry Kelly

Community Development Block Program



▪ Community Development Block Program (CDBG)

- Resulted from the Housing and Community Act of 1974 and enacted in 1975

➤ Purpose:

- Provide Communities with resources to address unique community development needs

➤ U.S. Department of Housing & Urban Development

- ♦ Awards grants based on formula allocations to entitlement communities to carry out a wide range of community development activities directed toward:
 - Revitalizing Neighborhoods
 - Economic Development
 - Providing Improved Community Facilities & Services

Palm Beach County Urban County Partnership



- Entitlement Communities include States, urban counties with a population of 200,000 or more, and municipalities with a population of 50,000 or more. Palm Beach County is an eligible entitlement urban county for the receipt of CDBG funding.
- The Palm Beach County Entitlement Jurisdiction serves unincorporated areas and non-entitlement municipalities (those with populations under the 50,000 persons threshold). This includes the City of Lake Worth Beach.
- The City of Lake Worth Beach has entered into an Interlocal Cooperation Agreement with Palm Beach County for participation in its Urban County Program through September 30, 2024. By this action, the City of Lake Worth Beach is eligible for receipt of its portion of the formula allocation of CDBG funds the County receives from HUD.

Eligible Activities

- In accordance with the Interlocal Cooperation Agreement, the City must use its allocation of CDBG funds for certain eligible activities pursuant to CDBG regulations. Eligible uses for subrecipients include the following:
 1. Eligible infrastructure and public facility improvements as follows:
 - a. Roadway and sidewalk improvements;
 - b. Parks and recreational facilities;
 - c. Community centers and public facilities; and
 2. Code enforcement serving an existing CDBG Target Area
- The County's CDBG program does not permit the City to use these funds to conduct public services and planning and administrative activities that are otherwise eligible under the CDBG program. In addition, the County conducts its own county-wide housing rehabilitation and economic development programs with CDBG and other funding.

National Objectives



- Eligible activities must serve the National Objective of the CDBG program of benefitting low- and moderate-income persons pursuant to 24 CFR 570.208(a)
- FY2023-2024 CDBG Funds
 - ~\$306.691
 - This funding is subject to availability from HUD and approval of the Board of County Commissioners

****The City can submit only ONE (1) Application for the Total Amount**

National Objectives

- There is a presumed benefit for low- and moderate-income persons for those eligible activities conducted in the CDBG Target Area



Proposed Project No. 1



Osborne Center Renovation Project

- **Scope of Work:**

1. Demolition of the existing flooring, baseboard, drop ceiling, deteriorated fixtures and components
2. HVAC, plumbing and electrical upgrades
3. Replace doors, hardware, fixtures, trim, ceiling and flooring throughout
4. Foyer modernization improvements – welcome area
5. Paint interior and exterior of building
6. Exterior façade improvements – landscape

Project Estimate: \$306,691

Grant Funds: \$306,691



Proposed Project No. 2



8th Avenue South – South A St. to South G St. Infrastructure Improvement Project

▪ Scope of Work:

1. Construct new 40' Right of Way roadway section
2. Installation of new curbing and ADA accessible sidewalks
3. Construct swales and landscaped green areas
4. New striping and signage
5. Traffic calming each block

Project Estimate: \$527,622

Grant Funds: \$306,691

Unfunded: \$220,931



Proposed Project No. 3



Lake to Lucerne Center Block Infrastructure Improvements Project: N B St, C St, D St, E St, F St, G St, H St

Scope of Work:

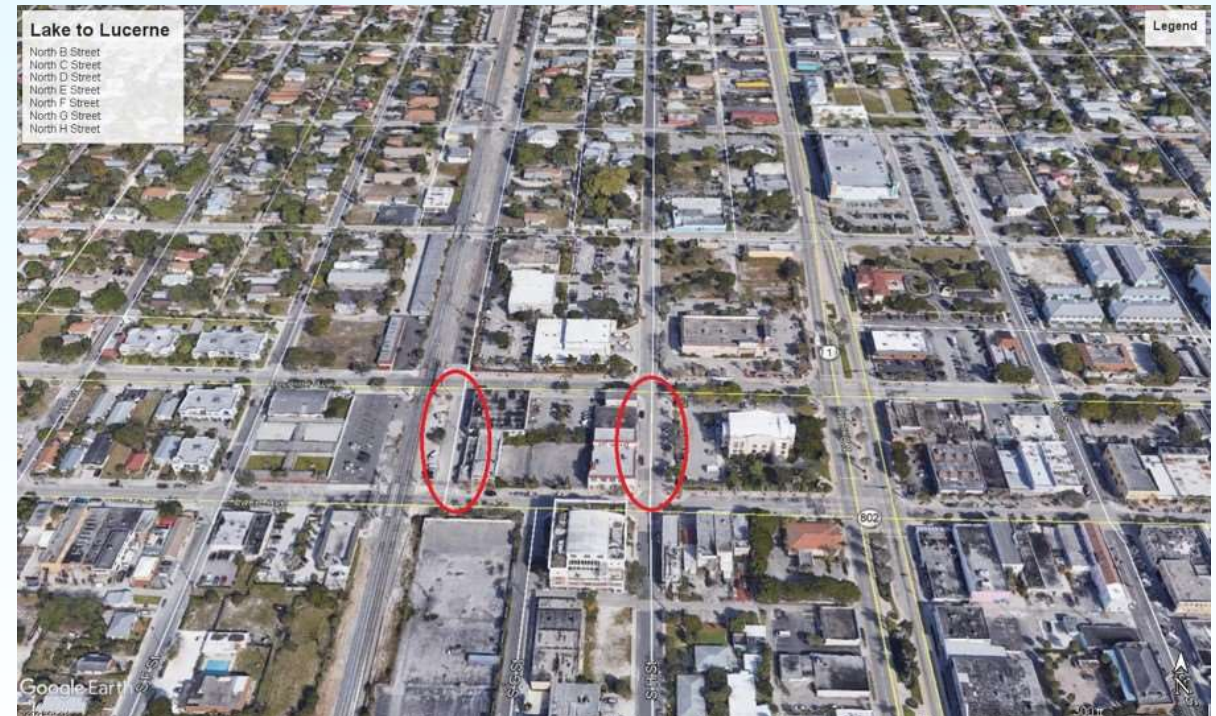
1. Installation of new curbing and ADA accessible sidewalks
2. Mill and Resurface roadway
3. New striping and signage
4. Traffic calming each block
5. Stormwater adjustments and improvements

Project Estimate: **\$326,650**
Grant Funds: \$306,691
Unfunded: \$ 19,959



Proposed Project No. 3 (Cont.)

Lake to Lucerne Center Block Infrastructure Improvements Project: N B St, C St, D St, E St, F St, G St, H St



Questions & Comments

