



AGENDA
CITY OF LAKE WORTH BEACH
REGULAR CITY COMMISSION MEETING (REVISED)
CITY HALL COMMISSION CHAMBER
TUESDAY, AUGUST 15, 2023 - 6:00 PM

ROLL CALL:

INVOCATION OR MOMENT OF SILENCE: led by Commissioner Reinaldo Diaz

PLEDGE OF ALLEGIANCE: led by Mayor Betty Resch

AGENDA - Additions / Deletions / Reordering:

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

- A. Hoops to Hope Presentation by Tom McArdle, Founder, brought forward by Commissioner Malega
- B. Southeast Florida Behavioral Health Network Program and Services Presentation by Becky Walker, brought forward by Commissioner Stokes
- C. Proclamation declaring August 26, 2023 as Women's Equality Day

COMMISSION LIAISON REPORTS AND COMMENTS:

CITY MANAGER'S REPORT:

CITY ATTORNEY'S REPORT:

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:

APPROVAL OF MINUTES:

- A. [Work Session - July 20, 2023](#)
- B. [Budget Work Session #2 - July 24, 2023](#)
- C. [Special Meeting - July 29, 2023](#)

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

- A. [Resolution No. 30- 2023 – Fiscal Year 2023-2024 Community Development Block Grant Agreement](#)

PUBLIC HEARINGS:

- A. [Ordinance No. 2023-06 – Second Reading – Amending multiple sections of Chapter 23 “Land Development Regulations” to address several housekeeping and minor changes for clarity, to provide for a reduction in the side setback requirements to 5 feet for accessory structures and pools on lots greater than 50 feet, to provide for new standards for street walls, and to expand and clarify the waiver provisions](#)

- B. [Ordinances 2023-17 & 2023-18 – First Reading – A privately-initiated small-scale Future Land Use Map \(FLUM\) amendment and Zoning Map amendment \(rezoning\) for the project known as “Madison Terrace” located at 821 South Dixie Highway](#)
- C. [Ordinance 2023-16 – First Reading – Consideration of a Mixed Use Urban Planned Development \(Residential Only\), Development of Significant Impact, Major Site Plan, Conditional Use, Right-Of-Way Abandonment, Sustainable Bonus Incentive Program, Affordable/Workforce Housing Program, and Transfer of Development Rights for the project commonly referred to as “Madison Terrace”](#)

UNFINISHED BUSINESS:

- A. [Update and Discussion on Conceptual Design for the Beach Complex Pool](#)

NEW BUSINESS:

- A. [Approve a goods and services agreement with Brandano Displays, Inc. for a 30 ft. decorated artificial holiday tree](#)
- B. [Garcia Hamilton & Associates Investment Management Agreement](#)
- C. [Discussion regarding the requested \\$2 million transfer of ARPA Funds for Affordable Housing to CRA](#)

UPCOMING MEETINGS AND WORK SESSIONS:

August 22 @ 6 pm - Budget Work Session #4

August 29 @ 6 pm - Utility Meeting

September 5 @ 6 pm - Regular Meeting

ADJOURNMENT:

The City Commission has adopted Rules of Decorum for Citizen Participation (See Resolution No. 13-2023). The Rules of Decorum are posted within the City Hall Chambers, City Hall Conference Room, posted online at: <https://lakeworthbeachfl.gov/government/virtual-meetings/>, and available through the City Clerk's office. Compliance with the Rules of Decorum is expected and appreciated.

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

**MINUTES
CITY OF LAKE WORTH BEACH
CITY COMMISSION WORK SESSION – STRATEGIC PRIORITIES PLAN
CITY HALL COMMISSION CHAMBER
THURSDAY, JULY 20, 2023 - 6:00 PM**

The meeting was called to order by Mayor Resch on the above date at 6:04 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

ROLL CALL: (0:33) Present were Mayor Betty Resch; Vice Mayor Christopher McVoy and Commissioners Sarah Malega, Kimberly Stokes and, Reinaldo Diaz. Also present were City Manager Carmen Davis and City Clerk Melissa Ann Coyne.

PLEDGE OF ALLEGIANCE: (0:51) led by Vice Mayor Christopher McVoy.

UPDATES / FUTURE ACTION / DIRECTION: (1:16)

A. Strategic Priorities Plan

ADJOURNMENT: (1:46:25)

The meeting adjourned at 7:50 PM.

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

Minutes Approved: August 15, 2023

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

**MINUTES
CITY OF LAKE WORTH BEACH
CITY COMMISSION BUDGET WORK SESSION #2
CITY HALL COMMISSION CHAMBER
MONDAY, JULY 24, 2023 – 6:00 PM**

The meeting was called to order by Mayor Resch on the above date at 6:02 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 and Commissioners Sarah Malega and Kimberly Stokes. Also present were City Manager Carmen Davis and City Clerk Melissa Ann Coyne. Commissioner Reinaldo Diaz was absent.

PLEDGE OF ALLEGIANCE: (1:27) led by Mayor Betty Resch.

UPDATES / FUTURE ACTION / DIRECTION: (1:47)

A. Fiscal Year 2024 Operating and Capital Budgets
Stantec Detail Analysis

The meeting recessed at 8:08 PM and reconvened at 8:16 PM.

Action: Consensus to use \$40,000 of the \$140,000 that had been allocated for the Wimbley Gym roof for the Osborne Community Center and the other \$100,000 for infrastructure for the Recreation Department. (2:23:07)

ADJOURNMENT: (2:58:12)

The meeting adjourned at 9:00 PM.

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

Minutes Approved: August 15, 2023

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

**MINUTES
CITY OF LAKE WORTH BEACH
SPECIAL CITY COMMISSION MEETING – ADVISORY BOARD INTERVIEWS &
APPOINTMENTS
CITY HALL COMMISSION CHAMBER
SATURDAY, JULY 29, 2023 – 9:00 AM**

The meeting was called to order by Mayor Resch on the above date at 9:07 AM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

ROLL CALL: (0:40) Present were Mayor Betty Resch; Vice Mayor Christopher McVoy and Commissioners Sarah Malega, Kimberly Stokes and Reinaldo Diaz. Also present were City Manager Carmen Davis and City Clerk Melissa Ann Coyne.

PLEDGE OF ALLEGIANCE: (1:00) led by Commissioner Reinaldo Diaz.

NEW BUSINESS: (1:27)

A. Advisory Board Interviews

1. Business Advisory Board (12:27)
2. Community Redevelopment Board (1:02:12)

The meeting recessed at 10:43 AM and reconvened at 10:50 AM.

3. Education Task Force (2:30:26)
4. Electric Utility Advisory Board
5. Finance Advisory Board (3:09:16)

The meeting recessed at 12:16 PM and reconvened at 12:28 PM.

6. Historic Resources Preservation Board (3:21:52)
7. Library Advisory Board (3:52:49)

The meeting recessed at 1:09 PM and reconvened at 1:49 PM.

8. Planning & Zoning Board (4:42:50)
9. Tree & Landscape Board (5:02:12)
10. Waterways Board (5:29:18)
11. TPA Citizen Advisory Committee (5:41:53)

The meeting recessed at 2:58 PM and reconvened at 3:15 PM.

B. Advisory Board Appointments

1. Historic Resources Preservation Board (6:08:38)

Action: Motion made by Commissioner Diaz and seconded by Commissioner Stokes to appoint Robert D'Arinzo, Elaine DeRiso, Edmund Deveaux Sr., Laura Devlin, Jamie Foreman, and Ed Leblanc to the Historic Resources Preservation Board.

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

ADJOURNMENT: (6:20:32)

Action: Motion made by Commissioner Stokes and seconded by Vice Mayor McVoy to adjourn the meeting at 3:27 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 August 15, 2023.

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

STAFF REPORT REGULAR MEETING

AGENDA DATE: August 15, 2023

DEPARTMENT: Leisure Services

TITLE:

Resolution No. 30- 2023 – Fiscal Year 2023 –2024 Community Development Block Grant Agreement

SUMMARY:

The resolution approves and authorizes the Mayor to execute the Capital Improvements Agreement between Palm Beach County and the City that sets forth the terms and conditions for the use of \$266,814 in Fiscal Year 2023-2024 Community Development Block Grant funds for improvements to the Osborne Community Center located at 1699 Wingfield Street.

BACKGROUND AND JUSTIFICATION:

Pursuant to public comment and discussion at the Regular City Commission meeting on February 17, 2023, the City Commission approved the City's proposed use of its Fiscal Year 2023-2024 Community Development Block Grant (CDBG) funding for capital improvements to the Osborne Community Center. Planned improvements include roof replacement, upgraded restrooms, new flooring, doors, ceilings, electrical upgrades, HVAC upgrade, lighting, interior and exterior painting typical of the rehabilitation of public facility improvement projects are deemed eligible, along with restoration of areas disturbed by the installation of the aforementioned improvements.

Resolution No. 30-2023 approves and authorizes the Mayor, or her designee, to execute the CDBG Capital Improvements Agreement between Palm Beach County and the City for this purpose. The Agreement sets forth the terms and conditions for the use of CDBG funding in the amount of \$266,814 as determined by dual statutory funding by the U.S. Department of Housing and Urban Development for Fiscal Year 2023-2024. The period of performance to complete these improvements is October 1, 2023 through and including December 31, 2024. The project has been included in the City's Capital Improvement Plan budget.

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

MOTION:

Move to approve/disapprove Resolution No. 30-2023-2024 approving and authorizing the Mayor, or her designee, to execute the Fiscal Year 2023-2024 CDBG Capital Improvements Agreement for the Osborne Community Center Improvements project.

ATTACHMENT(S):

Fiscal Impact Analysis
Resolution 30-2023
FY 2023-2024 CDBG Capital Improvements Agreement

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Inflows					
Current Appropriation	0	\$266,814	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows					
Current Appropriation	0	\$266,814	0	0	0
Operating	0	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

Contract Award - Existing Appropriation	
	Expenditure
Department	Recreation
Division	Culture & Recreation
GL Description	Improvement Other Than Building
GL Account Number	301-8060-572.63-63
Project Number	TBD
Requested Funds	\$266,814

RESOLUTION NO. 30-2023 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, APPROVING THE CAPITAL IMPROVEMENTS AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY IN THE AMOUNT OF \$266,814 IN FISCAL YEAR 2023-2024 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR THE OSBORNE COMMUNITY CENTER IMPROVEMENTS PROJECT; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL RELATED DOCUMENTS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City desires to make capital improvements to the Osborne Community Center; and

WHEREAS, the City has requested that Palm Beach County ("County") make the City's allocation of \$266,814 in Fiscal Year 2023-2024 Community Development Block Grant ("CDBG") funds available for the Osborne Community Center Improvements project; and

WHEREAS, the proposed public facility improvements are an eligible use of CDBG funds; and

WHEREAS, the Osborne Community Center is located within the Lake Worth Beach CDBG Target Area; and

WHEREAS, the County has prepared a Capital Improvements Agreement for the Osborne Community Center Improvements project ("Agreement") that sets forth the terms and conditions for the use of these CDBG funds for this purpose; and

WHEREAS, the City desires to enter into this Capital Improvements Agreement with the County for the purpose of making additional improvements to the Osborne Community Center.

WHEREAS, this will serve a valid public purpose.

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

SECTION 1: The City Commission of the City of Lake Worth Beach, Florida hereby approves the Capital Improvements Agreement between Palm Beach County and the City in the amount of \$266,814 in Fiscal Year 2023-2024 CDBG funds for public facility improvements to be made to the Osborne Community Center.

SECTION 2: The city Commission of the City of Lake Worth Beach, Florida hereby authorizes the Mayor, or her designee, to execute three originals of the Capital Improvements Agreement between Palm Beach County and the City and all related documents for this stated purpose.

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

SECTION 4: This resolution shall become effective upon adoption.

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

Mayor Betty Resch
Vice Mayor Christopher McVoy
Commissioner Sarah Malega
Commissioner Kimberly Stokes
Commissioner Reinaldo Diaz

The Mayor thereupon declared this resolution duly passed and adopted on the _____ day of _____, 2023.

LAKE WORTH BEACH CITY COMMISSION

By: _____
Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

CDBG CAPITAL IMPROVEMENT AGREEMENT

BETWEEN PALM BEACH COUNTY

AND

CITY OF LAKE WORTH BEACH

THIS AGREEMENT, (the "Agreement") with an effective date of **October 1, 2023** ("Effective Date"), by and between **Palm Beach County**, a political subdivision of the State of Florida, and the **City of Lake Worth Beach**, a Municipality duly organized and existing by virtue of the laws of the State of Florida, having its principal office at **7 North Dixie Highway, Lake Worth Beach, FL 33460**.

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

WHEREAS, Palm Beach County, in accordance with its **FY2023-2024** CDBG Action Plan, and the **City of Lake Worth Beach**, desire to provide the activities specified in Exhibit "A" attached hereto and made a part hereof this Agreement; and

WHEREAS, Palm Beach County desires to engage the Subrecipient, to implement such undertakings and pursuant to the terms of this Agreement, shall make available funding in the amount of **\$266,814** ("Grant Funds") to the Subrecipient in exchange for said activities.

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

1. DEFINITIONS

- (A) "County" means Palm Beach County.
- (B) "CDBG" means the Community Development Block Grant Program of Palm Beach County.
- (C) "DHED" means Palm Beach County Department of Housing & Economic Development.
- (D) "Subrecipient" means the **City of Lake Worth Beach**, a Subrecipient as defined in 2 CFR Parts 184 and 200.
- (E) "DHED Approval" means the written approval of the DHED Director or his designee.
- (F) "U.S. HUD" means the Secretary of Housing and Urban Development or a person authorized to act on its behalf.
- (G) "Low and Moderate Income Persons" means a member of a household whose gross annual income does not exceed 80% of the Area Median Income for Palm Beach County, adjusted by family size, and as determined and given to such term by U.S. HUD.

2. PURPOSE

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

3. CDBG ELIGIBLE ACTIVITIES AND NATIONAL OBJECTIVE

The Subrecipient shall implement the herein described **Osbourne Community Center Improvements**, which activities have been determined to be **Public Facilities and Improvements**, under **24 Code of Federal Regulations (CFR) 570.201(c)**.

Both Parties acknowledge that the eligible activities carried out under this Agreement, as described in the scope of work in Exhibit "A", will benefit **Low- and Moderate- Income Persons on an Area-Wide Basis** and meet the National Objective as defined in 24 CFR 570.208(a)(1)(i).

4. GENERAL COMPLIANCE

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

(B) Subrecipient acknowledges that any funds received by the County from HUD, subsequent to November 14, 2022 are subject to the Federal Build America, Buy America Act as described in 2 CFR Part 184 which states that the provided funds may not be used for an infrastructure project unless:

- a. all iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and
- b. All manufactured products used in the project are produced in the United States – This means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

5. SCOPE OF SERVICES

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

6. MAXIMUM COMPENSATION

The Subrecipient agrees to accept as full payment for services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and DHED Director or designee-approved expenditures and encumbrances made by the Subrecipient under this Agreement, which shall not be unreasonably withheld. These services shall be performed in a manner satisfactory to DHED and U.S. HUD. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of **\$266,814** for the period of Effective Date, through and including **December 31, 2024** (“Expiration Date”). Any funds not expended by the Expiration Date of this Agreement shall automatically revert to the County.

7. TIME OF PERFORMANCE

The Effective Date of this Agreement and all rights and duties designated hereunder are contingent upon the timely release of funds for this project by U. S. HUD. The Effective Date shall be the date of execution of this Agreement, and the services of the Subrecipient shall be undertaken and completed by the Subrecipient by Expiration Date.

8. METHOD OF PAYMENT

The County agrees to make payments and to reimburse the Subrecipient for all budgeted costs permitted by Federal, State, and County guidelines. The Subrecipient shall not request reimbursement for work performed and/or payments made by the Subrecipient, before the Effective Date of this Agreement, nor shall it request reimbursement for payments made after the Expiration Date of this Agreement, and in no event shall the County provide advance funding to the Subrecipient or any subcontractors hereunder.

The Subrecipient shall request payments or reimbursements from the County by submitting to DHED proper documentation of expenditures consisting of originals of invoices, receipts, or other evidence of indebtedness, and when original documents cannot be presented, the Subrecipient may furnish copies if deemed acceptable by DHED. Each request for payment or reimbursement submitted by the Subrecipient shall be accompanied by a letter from the Subrecipient, provided on the Subrecipient’s letterhead, referencing the name of the project funded herein, the date of this Agreement and/or its document number, and containing a statement requesting the payment or reimbursement and its amount, as well as the name and signature of the person making the request. Payment shall be made by the Palm Beach County Finance Department upon presentation of the aforesaid proper documentation of expenditures as approved by DHED.

The Subrecipient may at any time after the expiration of this Agreement request from the County reimbursement for payments made by the Subrecipient during the term of this Agreement by submitting to DHED the aforesaid proper documentation of expenditures, and provided that DHED has determined that the funds allocated to the Subrecipient through this Agreement are still available for payment, and provided that DHED approves such payment, the Palm Beach County Finance Department shall make payment as stated above.

9. **CONDITIONS FOR PROJECT IMPLEMENTATION**

(A) **IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES**

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

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

(B) **FINANCIAL ACCOUNTABILITY**

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

(C) **SUBCONTRACTS**

Any work or services subcontracted hereunder shall be specifically by written contract, written Agreement, or purchase order. All subcontracts shall be subject to the requirements of this Agreement. This includes Subrecipient ensuring that all consultant contracts and fee schedules meet the minimum standards as established by Palm Beach County and HUD.

Contracts for architecture, engineering, survey, and planning shall be fixed fee contracts. All additional services shall have prior written approval with support documentation detailing categories of persons performing work plus hourly rates including benefits, number of drawings required, and all items that justify the "Fixed Fee Contract." Reimbursable items will be at cost.

(D) **PURCHASING**

All purchasing of services and goods, including capital equipment, shall be made by purchase order or by a written contract and in conformity with the procedures prescribed 2 CFR Parts 184 and 200, Subrecipient's purchasing code and Palm Beach County's Purchasing Code, which is incorporated herein by reference. In the event of a conflict 2 CFR Parts 184 and 200 shall supercede.

(E) **REPORTS, AUDITS, AND EVALUATIONS**

Payment will be contingent on the timely receipt of complete and accurate reports required by this Agreement, and on the resolution of monitoring or audit findings identified pursuant to this Agreement.

(F) **ADDITIONAL DHED, COUNTY, AND U.S. HUD REQUIREMENTS**

DHED shall have the right via this Agreement to suspend/terminate payments if after fifteen (15) days written notice the Subrecipient has not complied with any additional conditions that may be imposed, at any time, by DHED, the County, or U.S. HUD.

(G) **PROGRAM - GENERATED INCOME**

All income earned by the Subrecipient from activities financed, in whole or in part, by funds provided hereunder must be reported and returned annually to DHED, if DHED so requires. Such income shall only be used to undertake the activities authorized by this Agreement, if DHED verifies and approves the eligibility and reasonableness of all expenses which the Subrecipient requests to be deducted. Accounting and disbursement of such income shall comply with 24 CFR 570.204 and other applicable regulations which are incorporated herein by reference.

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

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

10. CIVIL RIGHTS COMPLIANCE AND NON-DISCRIMINATION POLICY

The County is committed to assuring equal opportunity in the award of Agreements and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Subrecipient warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees will be treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, the Subrecipient represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the Subrecipient shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Subrecipient retaliate against any person for reporting instances of such discrimination.

The Subrecipient shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The Subrecipient understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Subrecipient shall include this language in its subcontracts.

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

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

In the procurement of supplies, equipment, construction, or services to implement this Agreement, the Subrecipient shall make commercially reasonable efforts to utilize small business and minority/women-owned business enterprises for supplies and services, and provide such businesses the maximum feasible opportunity to compete for contracts to be performed pursuant to this Agreement.

To the maximum extent feasible these small business and minority/women- owned business enterprises shall be located in or owned by residents of the CDBG areas designated by Palm Beach County in the Consolidated Plan approved by U.S. HUD.

12. PROGRAM BENEFICIARIES

At least fifty-one percent (51%) of the beneficiaries of a project funded through this Agreement must be Low and Moderate Income Persons or persons presumed to be low and moderate income. If the project is located in an entitlement city, as defined by U.S. HUD, or serves beneficiaries countywide, at least fifty-one percent (51%) of the beneficiaries directly assisted through the use of funds under this Agreement must reside in unincorporated Palm Beach County or in municipalities participating in the County's Urban County Qualification Program. The project funded under this Agreement shall assist beneficiaries as defined above for the time period designated in this Agreement. Upon request from DHED, the Subrecipient shall provide written verification of compliance. The Subrecipient shall prove compliance through verifiable and authentic documents listing domicile (P.O. Boxes are not acceptable) kept on file for each client.

13. EVALUATION AND MONITORING

The Subrecipient agrees that DHED will carry out periodic monitoring and evaluation activities as determined necessary by DHED and that payment, reimbursement, or the continuation of this Agreement is dependent upon satisfactory evaluation conclusions based on the terms of this Agreement.

The Subrecipient agrees to furnish upon request to DHED, or the County's designees copies of transcriptions of such records and information as is determined necessary by DHED. The Subrecipient shall submit status reports required under this Agreement on forms approved by DHED to enable DHED to evaluate progress. The Subrecipient shall provide information as requested by DHED to enable DHED to complete reports required by the County or HUD. The Subrecipient shall allow DHED, or HUD to monitor the Subrecipient on site. Such visits may be scheduled or unscheduled as determined by DHED or HUD.

14. AUDITS AND INSPECTIONS

The Subrecipient shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. As often as DHED, the County, HUD, or the Comptroller General of the United States may deem necessary, Subrecipient shall make available to DHED, HUD, or the Comptroller General for examination all its records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Subrecipient's place of business within Palm Beach County, with respect to all matters covered by this Agreement.

15. REPAYMENT PROVISIONS

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

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

16. UNIFORM ADMINISTRATIVE REQUIREMENTS

The Subrecipient agrees to comply with the applicable uniform administrative requirements as described in Federal Regulations 2 CFR Part 200.

17. REVERSION OF ASSETS

Upon expiration of this Agreement, the Subrecipient shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the Subrecipient's control upon expiration or earlier termination of this Agreement which was acquired or improved, in whole or part, with CDBG funds in the excess of \$25,000 must either be used to meet one of the national objectives in Federal Community Development Block Grant Regulations 24 CFR 570.208 for a minimum of five (5) years after expiration of the Agreement, or, the Subrecipient shall pay the County an amount equal to the current market value attributable to expenditures of CDBG funds for the acquisition of, or improvements to, the property. **This provision shall survive the expiration or termination of this Agreement.**

18. DATA BECOMES COUNTY PROPERTY

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

19. INDEMNIFICATION

Subrecipient shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of the Subrecipient's performance of the terms of this Agreement or due to the acts or omissions of Subrecipient. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statute, section 768.28. The Subrecipient shall indemnify the County for funds which the County is obligated to refund the Federal Government arising out of the conduct of activities and administration of the Subrecipient.

20. INSURANCE BY SUBRECIPIENT (MUNICIPALITY):

Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (Statute), the Municipality represents that it is self-insured with coverage subject to the limitations of the Statute, as may be amended.

If Municipality is not self-insured, Municipality shall maintain at its sole expense, in force and effect at all times during the life of this Agreement, insurance coverage and limits not less than those contained in the Statute.

Should Municipality purchase excess liability coverage, Municipality agrees to include County as an Additional Insured.

The Municipality agrees to maintain or to be self-insured for Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes.

Should Municipality contract with a third-party (Contractor) to perform any service related to the Agreement, Municipality shall require the Contractor to provide the following minimum insurance:

- A. **Commercial General Liability:** Municipality shall maintain limit of liability insurance with minimum limits of \$1,000,000 combined single limit for property damage and bodily injury per occurrence. Such policy shall be endorsed to include Municipality and County as Additional Insureds. Municipality shall also require that the Contractor include a Waiver of Subrogation against County.

Additional Insured Endorsement: The Commercial General Liability policy shall be endorsed to include in the Description of Operations section or elsewhere: “Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents” as an Additional Insured. A copy of the endorsement shall be provided to County upon request.

- B. **Business Automobile Liability:** Insurance with minimum limits of \$1,000,000 combined single limits for property damage and bodily injury per occurrence.
- C. **Workers’ Compensation:** Insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer’s Liability.
- D. **Waiver of Subrogation:** Except where prohibited by law, Municipality hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Municipality shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should Municipality enter into such an agreement on a pre-loss basis.

- E. **Certificates of Insurance:** Prior to each subsequent renewal of this Agreement, within forty-eight (48) hours of a request by County, and subsequently, prior to expiration of any of the required coverage throughout the term of this Agreement, the Municipality shall deliver to the County, a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Agreement have been obtained and are in full force and effect.

The Certificate Holder shall read:

Palm Beach County Board of County Commissioners
c/o Department of Housing & Economic Development
100 Australian Ave, 5th Floor
West Palm Beach, FL 33406

When requested, the Municipality shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance. Compliance with the foregoing requirement shall not relieve the Municipality of its liability and obligations under this Agreement.

- F. **Right to Revise or Reject:** County, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

21. MAINTENANCE OF EFFORT

The intent and purpose of this Agreement is to increase the availability of the Subrecipient's services. This Agreement is not to substitute for or replace existing or planned projects or activities of the Subrecipient. The Subrecipient agrees to maintain a level of activities and expenditures, planned or existing, for projects similar to those being assisted under this Agreement which is not less than that level existing prior to this Agreement.

22. CONFLICT OF INTEREST

The Subrecipient represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. The Subrecipient further represents that no person having any such conflict of interest shall be employed for said performance of services.

The Subrecipient shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the Subrecipient's judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Subrecipient may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Subrecipient.

The County agrees to notify the Subrecipient of its opinion within thirty (30) days of receipt of notification by the Subrecipient. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Subrecipient, the County shall so state in the notification and the Subrecipient shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Subrecipient under the terms of this Agreement.

However, these paragraphs shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment and participation of Low and Moderate-Income Persons of the project's target area.

23. CITIZEN PARTICIPATION

The Subrecipient shall cooperate with DHED in the implementation of the Citizen Participation Plan, as defined in Palm Beach County's current Five Year Consolidated Plan, by establishing a citizen participation process to keep residents informed of the activities the Subrecipient is undertaking in carrying out the provisions of this Agreement. Representatives of the Subrecipient shall attend meetings and assist DHED in the implementation of the Citizen Participation Plan, as requested by DHED.

24. RECOGNITION

The Subrecipient shall include a reference to the financial support herein provided by the County in all publications and publicity events, and provide the County copies of all such publications. The Subrecipient shall also notify the County prior to any ceremonies or events relating to facilities or items funded by this Agreement to allow for participation of Mayor, County Commissioners, County Administration, Department Staff or other County Official. In addition, the Subrecipient will make good faith efforts to recognize the County's support for all activities made possible with funds made available under this Agreement.

25. ADDITIONAL REFERENCE DOCUMENTS

This Agreement is subject to CDBG regulations and Federal requirements. Subrecipient shall comply with all applicable laws and regulations including, but not limited to the following:

- (A) 2 CFR Parts 184 and 200: Build America, Buy America Act, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards;
- (B) Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Title II of the Americans with Disabilities Act of 1990;
- (C) Executive Orders 11246, 11478, 11625, 12432, the Davis Bacon Act, and Section 3 of the Housing and Community Development Act of 1968, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;
- (D) Executive Orders 11063, 12259, 12892, the Fair Housing Act of 1988, and Section 109 of the Housing and Community Development Act of 1974, as amended;
- (E) Florida Statutes, Chapter 112;
- (F) Palm Beach County Purchasing Code;
- (G) Federal Community Development Block Grant Regulations (24 CFR Part 570), and Federal Consolidated Plan Regulations (24 CFR Part 91), as amended;
- (H) Section 448.095, Florida Statutes (F.S.) (E-Verify): <https://www.e-verify.gov/>
- (I) Palm Beach County Five (5) Year Consolidated Plan prepared by DHED (24 CFR Part 91).

The Subrecipient shall keep an original of this Agreement, including its Exhibits, Schedules and all Amendments thereto, on file at its principal office.

26. TERMINATION AND SUSPENSION

In the event of early termination, the Subrecipient shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Subrecipient, and the County may withhold any payment to the Subrecipient until such time as the exact amount of damages due to the County from the Subrecipient is determined.

(A) TERMINATION FOR CAUSE

If, through any cause, either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, the other party shall thereupon have the right to terminate this Agreement or suspend payments, in whole or part, by giving written notice to the other party of such termination or suspension and specifying the effective date of termination or suspension.

Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

(B) **TERMINATION FOR CONVENIENCE**

At any time during the term of this Agreement, either party may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the other party. Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

(C) **TERMINATION DUE TO CESSATION**

In the event the grant awarded to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is suspended or terminated, this Agreement shall be suspended or terminated effective on the date U.S. HUD specifies.

In the event the Subrecipient ceases to exist, or ceases or suspends its operation for any reason, this Agreement shall be suspended or terminated on the date the County specifies. The determination that the Subrecipient has ceased or suspended its operation shall be made solely by the County, and the Subrecipient, its successors or assigns in interest agrees to be bound by the County's determination. Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

27. SEVERABILITY OF PROVISIONS

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

28. AMENDMENTS

The County may, at its discretion, amend this Agreement to conform with changes required by Federal, State, County, or U.S. HUD guidelines, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval of the Palm Beach County Board of County Commissioners. Except as otherwise provided herein, no amendment to this Agreement shall be binding on either party unless in writing, approved by the Board of County Commissioners and the governing body of the Subrecipient, and signed by both parties.

29. NOTICE

All notices required to be given under this Agreement shall be sufficient when delivered to DHED at its office at 100 Australian Avenue, Suite 500, West Palm Beach, Florida 33406, and to the Subrecipient when delivered to its address on page one (1) of this Agreement. Notices may be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance.

30. INDEPENDENT CONTRACTOR AND EMPLOYEES

The Subrecipient agrees that, in all matters relating to this Agreement, it is and will be acting as an independent contractor and that its employees will not be considered or deemed to be Palm Beach County employees, but shall at all times be and remain employees of Subrecipient.

31. NO FORFEITURE

The rights of the County under this Agreement shall be cumulative and failure on the part of the County to exercise promptly any rights given hereunder shall not operate to forfeit or waive any of such rights.

32. PUBLIC ENTITY CRIMES

As provided in F.S. 287.133 by entering into this Agreement or performing any work in furtherance hereof, the Subrecipient certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

33. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Chapter 2 – Article XII, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed County Agreements, contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Subrecipient, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Chapter 2 – Article XII, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

34. REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a state court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or the Subrecipient.

35. SOURCE OF FUNDING

This Agreement and all obligations of County hereunder are subject to and contingent upon receipt of funding from U.S. HUD. Nothing in this Agreement shall obligate the Palm Beach County Board of County Commissioners to provide funding from the County's annual budget and appropriations.

36. PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Subrecipient: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Subrecipient shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Subrecipient is specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Agreement.
- B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Subrecipient further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the Subrecipient does not transfer the records to the County.
- D. Upon completion of the Agreement the Subrecipient shall transfer, at no cost to the County, all public records in possession of the Subrecipient unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service.

If the Subrecipient transfers all public records to the County upon completion of the Agreement, the Subrecipient shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Subrecipient keeps and maintains public records upon completion of the Agreement, the Subrecipient shall meet all applicable requirements for retaining public records.

All records stored electronically by the Subrecipient must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the Subrecipient to comply with the requirements of this article shall be a material breach of this Agreement. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Subrecipient acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

37. COUNTERPARTS OF THE AGREEMENT

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively one and the same Agreement. The County may execute the Agreement through electronic or manual means. Subrecipient shall execute by manual means only, unless the County agrees otherwise. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

38. E-VERIFY EMPLOYMENT ELIGIBILITY

Subrecipient warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of Subrecipient’s contractors, subcontractors and or subconsultants performing the duties and obligations of this Agreement are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

Subrecipient shall obtain from each of its contractors, subcontractors and or subconsultants an affidavit stating that the contractor, subcontractor and or subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. Subrecipient shall maintain a copy of any such affidavit from a contractor, subcontractor and or subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

County shall terminate this Agreement if it has a good faith belief that Subrecipient has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If County has a good faith belief that Subrecipient’s contractor, subcontractor and or subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, County shall notify Subrecipient to terminate its contract with the contractor, subcontractor and or subconsultant and Subrecipient shall immediately terminate its contract with the contractor, subcontractor and or subconsultant.

If County terminates this Agreement pursuant to the above, Subrecipient shall be barred from being awarded a future Agreement by County for a period of one (1) year from the date on which this Agreement was terminated. In the event of such Agreement termination, Subrecipient shall also be liable for any additional costs incurred by County as a result of the termination.

39. ENTIRE UNDERSTANDING

The County and the Subrecipient agree that this Agreement sets forth the entire understanding between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

WITNESS our Hands and Seals on this _____ day of _____, 20____.

(SUBRECIPIENT SEAL BELOW)

CITY OF LAKE WORTH BEACH

By: _____
Betty Resch, Mayor

By: _____
Melissa Ann Coyne, City Clerk

By: _____
Carmen Y. Davis, City Manager

By: _____
Attorney for Subrecipient
(Signature Optional)

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the County.

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

By: _____
Jonathan B. Brown, Director
Dept. of Housing & Economic Development

**Approved as to Form and
Legal Sufficiency**

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

By: _____
Howard J. Falcon III
Chief Assistant County Attorney

By: _____
Sherry Howard
Deputy Director

EXHIBIT “A”

CAPITAL PROJECT
SCOPE OF WORK

1. SUBRECIPIENT OBLIGATIONS:

A. PROFESSIONAL SERVICES: The Subrecipient, using its own resources, may retain a Florida professional consultant to provide design services to create plans and specifications for the rehabilitation of the Osbourne Community Center, bound by 6th Avenue South on the north, the FEC railroad on the east, the Town of Lantana on the south and I-95 on the west, in the City of Lake Worth Beach. Additionally, the Subrecipient and consultant shall prepare, obtain and review bids, prepare contract documents, inspect work in progress, recommend payment to contractors, and provide other professional services customarily provided by similar professionals for this type of project. The consultant shall also coordinate the design and construction work with the asbestos abatement contractor, should abatement become necessary.

Alternatively, the Subrecipient shall have the option of performing any portion of the consultant’s services described above by its own staff provided such staff possess the necessary competency to do so. All costs associated with the above services shall be paid for by the Subrecipient.

B. PROJECT SCOPE: The scope of work for the Osbourne Community Center Rehabilitation may include, but not be limited to roof replacement, upgraded restrooms, new flooring, doors, ceilings, electrical upgrades, HVAC upgrade, lighting, interior and exterior painting. Improvements typical of the rehabilitation of Public Facility type projects are deemed eligible, along with restoration of areas disturbed by the installation of the above improvements. The scope of the herein improvements may be modified based on the availability of CDBG and/or City funds.

Project Area: The proposed location of the improvements noted herein is as follows:

- Improvements are located at 1699 Wingfield Street, Lake Worth Beach, FL 33460.

The exact geographic limits of the project may be more or less than the area noted above depending on the availability of CDBG and local funds and the bid pricing.

Procurement process and contract award for all goods and services shall be in compliance with the City’s Procurement Code, 2 CFR Parts 184 and 200 and all regulations applicable to CDBG funding and this Agreement.

In the event where specifications for goods, services and or construction activities are required, the following shall apply:

(1) Should the Subrecipient use a brand name or multiple brand names in its bid package/drawings/ specifications for this project, then these documents shall:

- (a) Clearly note that specified brand name(s) are used for descriptive purposes only,
- (b) State that “equal” equipment or materials will be accepted, and
- (c) Identify the minimum requirements to establish equality.

(2) The Subrecipient shall prepare a bid package complete with drawings, specifications, and any items required for a competitive bid of the project. The bid process shall not allow for any local procurement preferences with regard to contract award. **The Subrecipient’s advertisement for bid shall contain language noting that the project is federally funded through funds provided by Palm Beach County via the US Department of HUD, and that Davis-Bacon and Related Acts and wage rates apply. The advertisement shall also encourage participation by MBE/WBE, Section 3 businesses, meet the Build America, Buy America Act (2 CFR Part 184) and the Uniform Administrative Requirements (2 CFR Part 200).**

Following the bid process, the Subrecipient shall submit to DHED a copy of the bid document package including any addendums, a notice of contract award, a copy of the executed construction contract, and documentation regarding any protests filed regarding the bids.

Prior to the Subrecipient’s first reimbursement, DHED shall review the Subrecipient’s procurement process and contract award to determine compliance with 2 CFR Parts 184 and 200 and all regulations applicable to CDBG funding and this Agreement.

(3) The Subrecipient shall prioritize the work in the project, and shall bid such work in a manner that requires the receipt of itemized costs from bidders. This would then allow the award of items that can be funded by the budget provided that the extent of work awarded will result in a functioning facility in the opinion of DHED.

(4) The Subrecipient shall not award the construction contract for the project until sufficient funding is available to complete the established scope of work. All construction work shall be included in one contract.

(5) Should the amount of eligible costs exceed the amount to be funded by the County through this Agreement, then the Subrecipient shall fund all amounts in excess of the amount to be funded by the County.

(6) The Subrecipient shall inform DHED of any environmental findings or conditions discovered during project implementation. Applicable mitigation measures must be incorporated into the project by the Subrecipient in order to proceed with the project. Such mitigation measures may affect the total project cost. Where funds are not available from the CDBG allocation contained herein, the Subrecipient shall be responsible for all costs of mitigation.

(7) The Subrecipient shall recognize Palm Beach County as a funding participant in the project's implementation and shall affix the County's logo to any project sign on the project site during the construction process. The Subrecipient shall also acknowledge the County's participation whenever the situation presents itself.

The Subrecipient further agrees that DHED, in consultation with any parties it deems necessary, shall be the final arbiter on the Subrecipient's compliance with this Agreement's requirements and shall make the final determination of the Subrecipient's compliance with applicable regulations governing the CDBG funding of this project.

C. ASBESTOS REQUIREMENTS: The Subrecipient shall comply with all applicable requirements contained in Schedule "II", attached hereto, for construction work in connection with the project funded through this Agreement.

D. DAVIS-BACON AND RELATED ACTS (DBRA):

The Subrecipient shall request from the County a copy of the Requirements for Federally Funded Projects and the applicable DBRA Wage Decision for the project PRIOR to advertising the construction work. The Subrecipient shall incorporate a copy of the DBRA Wage Decision and the Requirements for Federally Funded Projects in its bid documents and shall include these documents as part of the construction contract. The Subrecipient shall require the contractor to include these in all subcontracts for the work performed under the construction contract.

The Subrecipient shall perform all tasks required for DBRA compliance, including, but not limited to the following:

- Contractor and sub-contractor debarment clearance
- Obtaining contractor and subcontractor certified payrolls
- Review of certified payrolls and documentation related thereto
- Compliance actions for payroll related issues
- Employee/worker interviews and follow-up review of certified payrolls
- Ensure restitution due underpaid workers has been paid prior to project completion

The Subrecipient shall certify, at the time they request a reimbursement from DHED that payrolls from the contractor and sub-contractors are current, have been reviewed and approved by Subrecipient staff, and that any DBRA compliance issues have been or are in the process of being resolved. The Subrecipient shall review and approve payrolls through the Labor Compliance Reporting System prior to submitting a reimbursement request to DHED.

The Subrecipient shall certify, at the time they request final reimbursement from DHED that payrolls from the contractor and sub-contractors are current, have been reviewed and approved by Subrecipient staff, and shall certify to DHED that the project meets DBRA compliance and all workers have been paid in accordance with DBRA requirements.

DHED may monitor the Subrecipient, its contractors, and subcontractors for DBRA compliance at any time per Section 13. EVALUATION AND MONITORING of this Agreement.

E. REQUIRED USE OF THE LABOR COMPLIANCE REPORTING SYSTEM (LCRS):

As part of the County's commitment to assist the Subrecipient and its contractors/subcontractors to comply with legal and contractual requirements including Davis Bacon and Related Acts (DBRA) and Section 3 requirements at 24 CFR Part 75, the Department of Housing & Economic Development has established a Labor Compliance Reporting System ("LCRS") for this project. The Subrecipients contractors/subs will no longer be required to submit paper copies of fringe benefits statements, weekly-certified payroll reports and/or work performance reports, and shall instead use the LCRS for all DBRA reporting and tracking. The LCRS is available for use 24-hours a day, 7 days a week, at no cost for reporting weekly certified payrolls, labor hours on Section 3 Covered Projects, and labor compliance related documents. Utilization of this system should also prove helpful in expediting the process of reviewing payrolls, approving progress payments to contractors and reimbursement payments to Subrecipients/developers.

User Responsibilities

1. Subrecipients, and its contractors/subs shall NOT create internet links to the Service or Frame or mirror any content on any other server or wireless or internet-based device.
2. Subrecipient and its contractors/subs are responsible for all activity occurring under User account and shall abide by all applicable local, state, national laws, treaties and regulations in connection with the use of the service, including those related to data privacy, international communications and the transmission of technical data. The LCRS Web Address for contractors/subs use will be provided by DHED, along with Federal Requirements and Wage Decision(s).
3. Subrecipient shall require its contractor and subs to register through the Labor Compliance Reporting System. This language shall be contained in the Subrecipient's Bid and Construction documents.
4. Subrecipient shall require all fringe benefits statements, weekly-certified payroll reports to be submitted through the LCRS and this language shall be contained in the Subrecipient's Bid and Construction documents.

Disclaimer of Warranties for LCRS

County makes no representation, warranty, or guaranty as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of the service or any content. County does not represent or warrant that:

- A. The use of the service will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data.
- B. The service will meet Subrecipient's Requirements or expectations.
- C. Any stored data will be accurate or reliable.
- D. The quality of any products, services, information or other material purchased or obtained by Subrecipient through the service will meet Subrecipient's requirements or expectations.
- E. Errors or defects will be corrected.
- F. The service or the servers that make the service available are free of viruses or other harmful components.

All content is provided to Subrecipient strictly on an “AS IS” basis. All conditions, representations and warranties, whether expressed or implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose are hereby disclaimed to the maximum extent permitted by applicable law by County.

F. BONDING REQUIREMENTS: The Subrecipient shall comply with the requirements of 2 CFR Part 200 in regard to bid guarantees, performance bonds, and payment bonds. For contracts exceeding the current Simplified Acquisition Threshold, the Subrecipient shall require a bid guarantee from each bidder equivalent to five percent (5%) of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified. In addition, for contracts exceeding the current Simplified Acquisition Threshold, the Subrecipient shall also require a performance bond on the part of the contractor for 100 percent (100%) of the contract price and a payment bond on the part of the contractor for 100 percent (100%) of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract. All bonds shall be executed by a corporate surety company of recognized standing, authorized to do business in the State of Florida. The Subrecipient may follow its own requirements relating to bid guarantees, performance bonds, and payment bonds for contracts for less than the current Simplified Acquisition Threshold.

G. CONSTRUCTION PAYMENT RETAINAGE: Throughout the term of this Agreement, the Subrecipient shall withhold retainage upon each progress draw at the maximum percentage allowed by Florida law as specified in the construction contract. The Subrecipient shall abide by Florida law and this Agreement regarding the payment of retainage funds and project closeout procedures. The Subrecipient shall certify to DHED that the contractor and subcontractors have complied with the requirements of DBRA, that all wages and restitution due to workers has been paid, and that satisfactory project closeout documentation has been reviewed and approved by the Subrecipient prior to releasing retainage/final payment.

H. PERFORMANCE REQUIREMENTS: The time-frame for completion of the outlined activities shall be as follows:

Award Construction Contract by:	March 31, 2024
Submit for 50% Reimbursement of CDBG Funds by:	July 15, 2024
Complete Construction by:	November 30, 2024
Submit for 100% Reimbursement of CDBG funds by:	December 31, 2024

If unforeseen circumstances occur that impact the accuracy of the performance dates and require revisions thereto, the Subrecipient shall request, in writing, that the dates used as performance requirements listed above be revised/amended.

The County Administrator, or DHED Director may, at his/her sole discretion, revise/amend the performance dates via written notification to the Subrecipient. The Completion Date for all activities may be revised only by an Amendment to this Agreement.

The Subrecipient may be subject to decrease and/or recapture of project funds by the County if the above Performance Requirements are not met. Failure by the Subrecipient to comply with these requirements may negatively impact Subrecipient's ability to receive future grant awards.

- I. **REPORTS:** The Subrecipient shall submit to DHED a detailed Monthly Report in the form provided as Schedule "I" to this Agreement, or other form as may be required by DHED. Each Monthly Report must account for the total activity for which the Subrecipient is funded under this Agreement, and a Subrecipient representative must certify to the accuracy of the Monthly Report. These Monthly Reports shall be submitted to DHED beginning with the month of the effective date of the Agreement. They shall be used by DHED to assess the Subrecipient's progress in implementing the project.
- J. **USE OF THE PROJECT FACILITY/PROPERTY:** The Subrecipient agrees in regard to the use of the facility/property whose acquisition or improvements are being funded in part or in whole by CDBG funds as provided by this Agreement, that for a period of five (5) years after the expiration date of this Agreement (as may be amended from time to time):
- (1) The Subrecipient shall properly maintain the facility/project, and may not change the use or planned use, or discontinue use, of the facility/property (including the beneficiaries of such use) from that for which the acquisition or improvements are made, unless the Subrecipient provides affected citizens with reasonable notice of, and opportunity to comment on, any such proposed change and either:
 - a. The new use of the facility/property qualifies as meeting one of the national objectives defined in the regulations governing the CDBG program, and is not a building for the general conduct of government; or
 - b. The requirements of paragraph (2) of this section are met.
 - (2) If the Subrecipient determines, after consultation with affected citizens, that it is appropriate to change the use of the property to a use which does not qualify under paragraph (1) (a) of this section or discontinue the use of the facility/property, it may retain or dispose of the facility for such use if the County is reimbursed in the amount of the current fair market value of the facility/property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvements to the facility/property. The final determination of the amount of any such reimbursement to the County under this paragraph shall be made by the County.
 - (3) Following the reimbursement of CDBG funds by the Subrecipient to the County pursuant to paragraph (2) above, the facility/property will then no longer be subject to any CDBG requirements. **The provisions of this clause shall survive the expiration or early termination of this Agreement.**

K. HUD SECTION 3 REQUIREMENTS: The Subrecipient agrees to comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended 12 U.S.C. 170 1u (Section 3) and 24 CFR Part 75, as they apply to Section 3 Covered Projects as defined by HUD in 24 CFR Part 75.3(a)(2) when funded, in part or in whole, through this Agreement and awarded for Section 3 Covered Projects. For the purposes of this Agreement, the requirements of Section 3 Covered Projects shall apply to the herein described construction contract with the prime contractor covering all construction work associated with the Project, all subcontracts arising from said construction contract, excluding licensed professional services contracts entered into after November 30, 2020.

Section 3 Reporting Requirements: All Labor hours for a Section 3 Covered Project; all labor hours for Section 3 Workers; and all labor hours for Section 3 Targeted Workers as defined in 24 CFR Part 75, shall to be reported to the County through the Labor Compliance Reporting System (LCRS) throughout the Section 3 Covered Project. See Exhibit "A" - Section (D): Required Use of the Labor Compliance Reporting System (LCRS).

Additional Section 3 reporting requirements: In the event Section 3 benchmark goals identified in 24 CFR Part 75 are not met at completion of a Section 3 Covered Project, the Subrecipient must also submit a written report to the County on the qualitative nature of its activities and those of its contractors and subcontractors pursued per 24 CFR Part 75.

Section 3 Clause: The Subrecipient shall include the following, referred to as the Section 3 Clause, in every solicitation and every contract and subcontract issued after November 30, 2020 for every Section 3 Covered Project:

Section 3 Clause:

(i) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended 12 U.S.C. 170 1u (Section 3) and 24 CFR Part 75. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 are to the greatest extent feasible directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing. The Section 3 Clause provides that total labor hours for the project are reported; labor hours for Section 3 Workers are reported; and labor hours for Section 3 Targeted Workers as defined in 24 CFR Part 75 are reported by the Subrecipient to the County for submittal to the Department of Housing and Urban Development.

(ii) The contractor agrees to include this Section 3 Clause in every subcontract on a Section 3 Project subject to compliance with regulations in 24 CFR Part 75.

(iii) Non-compliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted projects.

L. ENVIRONMENTAL CONDITIONS: The County shall perform an Environmental Review (ER) of the project to assess existing conditions and identify all potential environmental impacts, whether beneficial or adverse, and any required conditions or mitigation measures that the Subrecipient must consider in the design and implementation of the project. The Subrecipient acknowledges that construction may not start until DHED notifies the Subrecipient of the results of the ER and the Release of Funds from HUD. Where applicable, the Subrecipient shall submit to DHED a plan of action and an implementation schedule for complying with any identified conditions requiring mitigation. Where applicable, mitigation measures shall be included in the bid documents. The Subrecipient shall comply with all requirements established by the County emanating from the completion of the ER.

ER costs incurred by the County may be charged to the project identified above. In addition, the Subrecipient shall immediately inform DHED of any environmental findings or conditions discovered during activity implementation, and agrees that applicable mitigation measures, subject to DHED approval, shall be incorporated in order to proceed with the project.

The Subrecipient acknowledges that such mitigation measures may affect the total project cost and that Subrecipient may be responsible for implementation of corrective actions and the costs associated therewith.

2. COUNTY OBLIGATIONS:

- A. Provide funding for the above-specified improvements as described above in “Project Scope”, during the term of this Agreement, in the amount of **\$266,814**. However, the County shall not provide any funding for the construction work until the Subrecipient provides documentation showing that sufficient funds are available to complete the project.
- B. County shall not provide any funding for the construction work until the Subrecipient provides documentation showing that Subrecipient’s procurement of the construction contract has been made in compliance with applicable requirements for the CDBG funds provided under this Agreement.
- C. Provide technical assistance to the Subrecipient when requested.
- D. Monitor the Subrecipient at any time during the term of this Agreement. Visits may be announced or unannounced, as determined by DHED, and will serve to ensure compliance with HUD regulations that planned activities are conducted in a timely manner, and to verify the accuracy of reporting to DHED on program activities.
- E. Allowable costs that may be paid by the County under this Agreement in addition to those stated in 2.A above:
 - (1) Costs of asbestos surveys, asbestos abatement, and abatement monitoring.
 - (2) Costs of any other services customarily associated with projects of the nature of the project contemplated by this Agreement.

The County shall review requests by the Subrecipient for expenditures on the above items prior to undertaking the services associated with them, and approve any such expenditure it deems appropriate for this project.

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SCHEDULE "I"
MONTHLY PERFORMANCE REPORT

Reporting Period:	Month		Year	
Subrecipient Name:				
Agreement/ MOU/ Amendments include Start Date, End Date				
Project Name:				

A. Reimbursement Request Requirements Per Agreement (Cumulative)	
50% reimb date	\$0.00
100% reimb date	\$0.00 <i>Total Funding Amount</i>

B. CDBG Reimbursement Requests

1. Enter information in the BLUE cells only. In Column C, enter the monthly Projected Reimbursement Request amounts for each month. The projections should meet the target dates in your agreement.

2. In Column D, enter the amount of Actual Reimbursement Requests, if any, for the reporting period.

3. Column F tracks the Actual Reimbursement Request vs. the full funding amount. In order to meet the July 15 Performance Requirements, the cells in Column F should be yellow by the July 15 date. In order to meet your 100% expenditure, the cells should be green by the 100% expenditure date.

A	B	C	D	E	F
Reporting Period	Cumulative Requirement per Agreement	Reimb Request per month (Projected)	Reimb Request per month (Actual)	Cumulative Reimb Request (Actual)	Difference to Total Funding Amount
Oct-22				0.00	★ 0.00
Nov-22				0.00	★ 0.00
Dec-22				0.00	★ 0.00
Jan-23				0.00	★ 0.00
Feb-23				0.00	★ 0.00
Mar-23				0.00	★ 0.00
Apr-23				0.00	★ 0.00
May-23				0.00	★ 0.00
Jun-23				0.00	★ 0.00
Jul-23				0.00	★ 0.00
Aug-23				0.00	★ 0.00
Sep-23				0.00	★ 0.00
Oct-23				0.00	★ 0.00
Nov-23				0.00	★ 0.00
Nov-23				0.00	★ 0.00
Jan-24				0.00	★ 0.00
Feb-24				0.00	★ 0.00
Mar-24				0.00	★ 0.00
Apr-24				0.00	★ 0.00

MONTHLY PERFORMANCE REPORT (CONT'D)

May-24				0.00	★	0.00
Jun-24				0.00	★	0.00
Jul-24				0.00	★	0.00
Aug-24				0.00	★	0.00
Sep-24				0.00	★	0.00
Oct-24				0.00	★	0.00
Nov-24				0.00	★	0.00
Dec-24				0.00	★	0.00
Jan-25				0.00	★	0.00
Feb-25				0.00	★	0.00
Mar-25				0.00	★	0.00
Apr-25				0.00	★	0.00
May-25				0.00	★	0.00
Jun-25				0.00	★	0.00
Jul-25				0.00	★	0.00
Aug-25				0.00	★	0.00
Sep-25				0.00	★	0.00
Oct-25				0.00	★	0.00
Nov-25				0.00	★	0.00
Dec-25				0.00	★	0.00
TOTAL FUNDING				0.00		0.00
<i>difference to total funding</i>				\$0.00		\$0.00

C. Amounts Budgeted/ Expended to date:				
Enter any additional sources of funds and the amount of the funds budgeted/ expended in this period.				
Funding Source	Budgeted	Expended	Percentage Expended	Requested for Reimbursement
CDBG Funds		\$0.00		\$0.00
Other				
Other				
Total		\$0.00		


D. Describe any changes in budgeted amounts during this reporting period, and the source of funds.

E. Project Performance				
Enter the projected and actual dates for each Performance Benchmark. For benchmarks with a "Required Date", enter Y or N in the "Benchmark Met" column to indicate whether the required date was met.				
Performance Benchmark	Required Date	Projected Date	Actual Date	Benchmark Met Y/N
Start Design				
Complete Design				
Advertisement Date				
Bid Opening Date				
Contract Award Date				

MONTHLY PERFORMANCE REPORT (CONT'D)

Submit 50% Reimbursement Request				
Complete Construction				
Submit 100% Reimbursement Request				

F. Describe your project progress during this reporting period.

G. Report prepared by:	
Enter the name of the person completing this report, contact number and the date of signing. Double-click on the X line to save a copy of this file and digitally sign this report.	
Name	Signature 
Tel/ Contact No.	
Date	

Send report to: Bud Cheney or Project Coordinator, CIREIS Division
Housing & Economic Development

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SCHEDULE "II"

ASBESTOS REQUIREMENTS
SPECIAL CONDITIONS FOR DEMOLITION AND RENOVATION OF BUILDINGS

The provisions of this part apply to all demolition and renovation work contemplated in this Agreement and described in Exhibit "A" of this Agreement.

I. DEFINITIONS

ACM:	Asbestos Containing Materials
AHERA:	Asbestos Hazard Emergency Response Act
EPA:	Environmental Protection Agency
FLAC:	Florida Licensed Asbestos Consultant
DHED:	Palm Beach County Department of Housing and Economic Development
NESHAP:	National Emission Standards for Hazardous Air Pollutants
NRCA:	National Roofing Contractors Association
NVLAP:	National Voluntary Laboratory Accreditation Program
OSHA:	Occupational Safety & Health Administration
PBCAC:	Palm Beach County Asbestos Coordinator (in Risk Management)
PLM:	Polarized Light Microscopy
RACM:	Regulated Asbestos Containing Materials
TEM:	Transmission Electron Microscopy

II. ASBESTOS SURVEYS

All properties scheduled for renovation or demolition are required to have a comprehensive asbestos survey conducted by a Florida Licensed Asbestos Consultant (FLAC). The survey shall be conducted in accordance with AHERA guidelines. Analysis must be performed by a NVLAP accredited laboratory.

For Renovation Projects (projects which will be reoccupied):

- Point counting should be conducted on all RACM indicating 1% - 10% asbestos by PLM analysis. If the asbestos content by PLM is less than 10%, the building owner/operator can elect to:
 1. Assume the material is greater than 1% and treat it as RACM, or
 2. Require verification by point counting
- Samples of resilient vinyl floor tile indicating asbestos not detected must be confirmed by transmission electron microscopy (TEM)
- Joint compound shall be analyzed as a separate layer
- Roofing material shall be sampled only if a renovation requires the roof to be disturbed. In lieu of sampling the roof, it will be presumed to contain asbestos

For Demolition Projects:

- Point counting should be conducted on all RACM indicating 1% - 10% asbestos by PLM analysis. If the asbestos content by PLM is less than 10%, the building owner/operator can elect to:

1. Assume the material is greater than 1% and treat it as RACM, or
 2. Require verification by point counting
- Composite sample analysis is permitted for drywall systems (combining the drywall and joint compound constituents)
 - All Category I and II non-friable materials, as defined in EPA/NESHAP, shall be sampled to determine asbestos content

If the Subrecipient has a recent asbestos survey report prepared by a Florida Licensed Asbestos Consultant, a copy may be provided to DHED for review by the PBCAC to determine if the survey is adequate to proceed with renovation/demolition work. If no survey is available, a survey may be initiated by the Subrecipient or requested by DHED. If the survey is through DHED, a copy of the completed survey will be forwarded to the Subrecipient.

III. ASBESTOS ABATEMENT

A. RENOVATION

- (a) Prior to a renovation, all asbestos containing materials that will be disturbed during the renovation, must be removed by a Florida Licensed Asbestos Contractor under the direction of a FLAC. Exceptions may be granted by DHED prior to the removal. The Subrecipient must obtain approval for all exceptions from DHED. DHED will request the PBCAC to review and approve all exceptions.
- (b) Asbestos abatement work may be contracted by the Subrecipient or by DHED upon request.
- (c) If the Subrecipient contracts the asbestos abatement, the following documents are required to be provided to the DHED.
 1. An Asbestos Abatement Specification (Work Plan)
 2. Post Job submittals, reviewed and signed by the FLAC
- (d) If the Subrecipient requests DHED to contract the asbestos abatement, DHED will initiate the request through the PBCAC who will contract the asbestos abatement. DHED will provide a copy of all contractor and consultant documents to the Subrecipient.
- (e) Materials containing <1% asbestos are not regulated by EPA/NESHAPS. However, OSHA compliance is mandatory. OSHA requirements include training, wet methods, prompt cleanup in leak tight containers, etc.

The renovation contractor must comply with US Dept of Labor, OSHA Standard Interpretation, "Compliance requirements for renovation work involving material containing <1% asbestos", dated 11/24/2003. The renovation contractor must submit a work plan to DHED prior to removal of the materials.

B. DEMOLITION

All RACM must be removed by a Florida Licensed Asbestos Contractor under the direction of an FLAC prior to demolition. Examples of RACM include: popcorn ceiling finish, drywall systems, felt or paper-backed linoleum, resilient floor tile which is not intact, asbestos cement panels/pipes/shingles (“transite”).

NESHAP Category I non-friable materials, such as intact resilient floor tile & mastic and intact roofing materials, may be demolished with the structure, using adequate controls. The demolition contractor shall be made aware of the asbestos-containing materials and shall exercise adequate control techniques (wet methods, etc.). Any exceptions to these guidelines shall be requested through and approved by DHED prior to the removal. Demolition work should be monitored by a FLAC to ensure proper control measures and waste disposal. This is the responsibility of the Subrecipient.

- (a) Asbestos Abatement work may be contracted by the Subrecipient or by DHED upon request.
- (b) If the Subrecipient contracts the asbestos abatement, the following documents must be provided to the DHED and reviewed by the PBCAC.
 - 1. An Asbestos Abatement Specification (Work Plan).
 - 2. Post Job submittals, reviewed and signed by the FLAC.
- (c) If the Subrecipient requests DHED to contract the asbestos abatement, DHED will initiate the request through the PBCAC who will contract the asbestos abatement. DHED will provide a copy of all contractor and consultant documents to the Subrecipient.
- (d) Recycling, salvage or compacting of any asbestos containing materials or the substrate is strictly prohibited.
- (e) In all cases, compliance with OSHA "Requirements for demolition operations involving material containing <1% asbestos" is mandatory.
- (f) If suspect materials are discovered that were not previously sampled and identified in the survey, stop all work that will disturb these materials and immediately notify DHED.

IV. NESHAP NOTIFICATION**A. RENOVATION**

A NESHAP form must be prepared by the Subrecipient or its Contractor and submitted to the Palm Beach County Health Department at least ten (10) working days prior to an asbestos activity that involves removal of regulated asbestos containing material, including linoleum, greater than 160 square feet or 260 linear feet or 35 cubic feet.

For floor tile removal greater than 160 square feet, the Subrecipient or its Contractor shall provide a courtesy NESHAP notification to the Palm Beach County Health Department at least three (3) working days prior to removal.

The Subrecipient shall provide a copy of the asbestos survey to the renovation contractor to keep onsite during the work activity.

B. DEMOLITION

A NESHAP form must be prepared by the Subrecipient or its Contractor and submitted to the Palm Beach County Health Department at least ten (10) working days prior to the demolition for projects demolished by the Subrecipient.

C. NESHAP FORM

The NESHAP form is available online through the Florida Department of Environmental Regulations. The notification shall be sent to the address shown below. A copy shall be included in the Subrecipient post job documentation submitted to DHED. All fees shall be paid by the Subrecipient .

Palm Beach County Department of Health
Asbestos Coordinator
800 Clematis Street
Post Office Box 29
West Palm Beach, Florida 33402

V. APPLICABLE ASBESTOS REGULATIONS/GUIDELINES

The Subrecipient, through its demolition or renovation contractor, shall comply with the following asbestos regulations/guidelines. This list is *not* all inclusive:

- (a) Environmental Protection Subrecipient (EPA) NESHAP, 40 CFR Parts 61 Subpart M National Emission Standard for Asbestos, revised July 1991
- (b) Occupational Safety & Health Administration (OSHA) Construction Industry Standard, 29 CFR 1926.1101
- (c) EPA: A Guide to Normal Demolition Practices under the Asbestos NESHAP, September 1992
- (d) Demolition practices under the Asbestos NESHAP, EPA Region IV
- (e) Asbestos NESHAP Adequately Wet Guidance

- (f) Florida State Licensing and Asbestos Laws
 - 1. Title XVIII, Chapter 255, Public property and publicly owned buildings.
 - 2. Department of Business and Professional Regulations, Chapter 469 Florida Statute, Licensure of Asbestos Consultants and Contractors

- (g) Resilient Floor Covering Institute (RFCI), Updated Recommended Work Practices and Asbestos Regulatory Requirements, current version.

- (h) Florida Roofing Sheet Metal and Air Conditioning Contractors Association, NRCA, June 1995, or current version.

- (i) US Department of Labor, OSHA Standard Interpretation
 - 1. Application of the asbestos standard to demolition of buildings with ACM in Place, dated 8/26/2002.
 - 2. Requirements for demolition operations involving material containing <1% asbestos, dated 8/13/1999.
 - 3. Compliance requirements for renovation work involving material containing <1% asbestos, dated 11/24/2003.

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SCHEDULE "III"

PROJECT BUDGET

ORGANIZATION: City of Lake Worth Beach				CONTACT NAME: Jerry Kelly						
PROGRAM: Capital Improvements Project				TITLE: Grants Analyst						
FY 2023-2024 PALM BEACH COUNTY CDBG				PHONE: (561)586-1689						
A. PROJECT DELIVERABLES - OSBOURNE COMMUNITY CENTER IMPROVEMENTS										
<u>General Costs:</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Cost</u>	CDBG <u>Funding</u>	<u>% Alloc</u> <u>to</u> <u>Program</u>	City <u>Funding</u>	<u>% Alloc</u> <u>to</u> <u>Program</u>	Other <u>Fundraising</u> <u>Events</u>	<u>% Alloc</u> <u>to</u> <u>Program</u>	TOTAL
Mobilization & General Conditions		\$0	\$0	\$0	0%	\$0	0%	\$0	0%	\$0
Bonding & Insurance		\$5,000	\$5,000	\$5,000	0%	\$0	0%	\$0	0%	\$5,000
Layout, Survey, Record		\$0	\$0	\$0	0%	\$0	0%	\$0	0%	\$0
General Costs Subtotal		\$5,000	\$5,000	\$5,000	0%	\$0	0%	\$0	0%	\$5,000
<u>Utilities Costs:</u>										
Clearing & Grubbing		\$0	\$0	\$0		\$0		\$0		\$0
Equipment		\$0	\$0	\$0		\$0		\$0		\$0
Materials & Fittings		\$0	\$0	\$0		\$0		\$0		\$0
Testing		\$0	\$0	\$0		\$0		\$0		\$0
Tree Removal & Relocation		\$0	\$0	\$0		\$0		\$0		\$0
Asphalt & Stripping		\$0	\$0	\$0		\$0		\$0		\$0
Utilities Subtotal		\$0	\$0	\$0		\$0		\$0		\$0
<u>Restoration Costs:</u>										
Roof Replacment	1	\$150,000	\$150,000	\$150,000		\$0		\$0		\$150,000
HVAC Unit Replacement	5	\$7,000	\$35,000	\$35,000		\$0		\$0		\$35,000
Restroom Fixture Replacement	2	\$7,500	\$15,000	\$15,000		\$0		\$0		\$15,000
Restroom Stall Dividers Replacment	2	\$3,500	\$7,000	\$7,000		\$0		\$0		\$7,000
Restroom Tile Replacement	2	\$10,000	\$20,000	\$20,000		\$0		\$0		\$20,000
Paint Interior	1	\$10,000	\$10,000	\$10,000		\$0		\$0		\$10,000
Electrical Upgrades	1	\$7,000	\$7,000	\$7,000		\$0		\$0		\$7,000
Restoration Subtotal		\$195,000	\$244,000	\$244,000		\$0		\$0		\$244,000
Construction Contingency		\$7,814	\$7,814	\$7,814		\$0		\$0		\$7,814
Permitting		\$10,000	\$10,000	\$10,000						10000
TOTAL PROGRAM BUDGET				\$266,814		\$0		\$0		\$266,814

STAFF REPORT REGULAR MEETING

AGENDA DATE: August 15, 2023

DEPARTMENT: Community Sustainability

TITLE:

Ordinance No. 2023-06 - Second Reading – Amending multiple sections of Chapter 23 “Land Development Regulations” to address several housekeeping and minor changes for clarity, to provide for a reduction in the side setback requirements to 5 feet for accessory structures and pools on lots greater than 50 feet, to provide for new standards for street walls, and to expand and clarify the waiver provisions

SUMMARY:

The subject amendment to the City’s Land Development Regulations (LDR) was drafted to clarify several provisions, address general housekeeping items, resolve inconsistencies, and provide greater flexibility with the location of secondary (accessory) dwelling units and accessory structures. The ordinance will also establish a minimum setback for mechanical equipment for existing residential properties, and expand the City’s waiver process and establish review standards for waivers. Finally, the ordinance will create street wall requirements for nonconforming properties and new auto-centric uses that cannot meet build-to line requirements.

BACKGROUND AND JUSTIFICATION:

The subject amendment consists of multiple housekeeping modifications, as well as several other issues that were identified by staff in the building permit and the site plan review processes, including:

- Waiver: Expanding and clarifying the waiver review process to apply to additional provisions in the land development regulations, including allowing a waiver for changeable message signage for public and institutional uses not located on one of the City’s Major Thoroughfares.
- Secondary (Accessory) Dwelling Unit: Clarifying and consolidating the maximum unit size and minimum living area requirements. Also, identifying certain provisions eligible for a waiver application.
- Accessory Structure: Reducing the minimum side setback requirement from 10% of lot width for lots over 50 feet to a minimum of five (5) feet which allows additional flexibility in the placement of accessory structures and pools.
- Street wall: Creating a street wall definition and developing regulations for the redevelopment of existing nonconforming properties and new auto-centric uses that cannot meet build-to line requirements.

The **Planning & Zoning Board (PZB)** unanimously voted to recommend approval of the proposed text amendments to the City Commission at their May 3, 2023 meeting with the recommendation that the text in Exhibit I b.3.(a) on line 707 beginning at, “for the purpose... and ending with accommodation for accessibility” on line 708 be stricken from the ordinance. The discussion by the PZB was that the option to request a waiver limiting the size of an accessory dwelling unit to a maximum of 1,000 sf should not be limited to workforce / affordable housing or applicant’s requesting a disability accommodation only.

The **Historic Resources Preservation Board (HRPB)** unanimously voted to recommend approval of the proposed text amendments to the City Commission at their June 14, 2023.

The **City Commission** unanimously approved the ordinance on first reading with the changes recommended by the Planning & Zoning Board at the July 18, 2023 meeting.

MOTION:

Move to approve/disapprove Ordinance 2023-06 amending multiple sections of Chapter 23 “Land Development Regulations” to address several housekeeping and minor changes for clarity, to provide for a reduction in the side setback requirements to 5 feet for accessory structures and pools on lots greater than 50 feet, to provide for new standards for street walls, and to expand and clarify the waiver provisions.

ATTACHMENT(S):

Ordinance 2023-06
PZB/HRPB Staff Report

1
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4 **ORDINANCE 2023-06 - AN ORDINANCE OF THE CITY OF LAKE**
5 **WORTH BEACH, FLORIDA, AMENDING CHAPTER 23 “LAND**
6 **DEVELOPMENT REGULATIONS,” BY AMENDING ARTICLE 1**
7 **“GENERAL PROVISIONS,” DIVISION 2, “DEFINITIONS,” SECTION**
8 **23.1-12 - DEFINITIONS; ARTICLE 2 “ADMINISTRATION,” DIVISION 3,**
9 **“PERMITS,” SECTION 23.2-27 - WAIVER; ARTICLE 2**
10 **“ADMINISTRATION,” DIVISION 3, “PERMITS,” SECTION 23.2-31 - SITE**
11 **DESIGN QUALITATIVE STANDARDS; ARTICLE 3 “ZONING**
12 **DISTRICTS,” DIVISION 2, “RESIDENTIAL DISTRICTS,” SECTION 23.3-**
13 **7 – SF-R - SINGLE-FAMILY RESIDENTIAL; ARTICLE 3 “ZONING**
14 **DISTRICTS” DIVISION 2, “RESIDENTIAL DISTRICTS,” SECTION 23.3-8**
15 **– SF-TF 14 - SINGLE-FAMILY AND TWO-FAMILY RESIDENTIAL;**
16 **ARTICLE 3 “ZONING DISTRICTS,” DIVISION 2, “RESIDENTIAL**
17 **DISTRICTS,” SECTION 23.3-10 – MF-20 - MULTI-FAMILY**
18 **RESIDENTIAL; ARTICLE 3 “ZONING DISTRICTS,” DIVISION 2,**
19 **“RESIDENTIAL DISTRICTS,” SECTION 23.3-11 – MF-30 - MEDIUM**
20 **DENSITY MULTI-FAMILY RESIDENTIAL; ARTICLE 3 “ZONING**
21 **DISTRICTS,” DIVISION 2, “RESIDENTIAL DISTRICTS,” SECTION 23.3-**
22 **12 – MF-40 - HIGH DENSITY MULTI-FAMILY RESIDENTIAL; ARTICLE 4**
23 **“DEVELOPMENT STANDARDS,” SECTION 23.4-1 – SECONDARY**
24 **(ACCESSORY) DWELLING UNIT; ARTICLE 4 “DEVELOPMENT**
25 **STANDARDS,” SECTION 23.4-10 – OFF-STREET PARKING; ARTICLE**
26 **4 “DEVELOPMENT STANDARDS,” SECTION 23.4-13 -**
27 **ADMINISTRATIVE USES AND CONDITIONAL USES; ARTICLE 4**
28 **“DEVELOPMENT STANDARDS,” SECTION 23.4.16. – MECHANICAL**
29 **SYSTEMS / EQUIPMENT FOR EXISTING RESIDENTIAL STRUCTURES,**
30 **ARTICLE 5 “SUPPLEMENTAL REGULATIONS,” SECTION 23.5-1 –**
31 **SIGNS; ARTICLE 5 “SUPPLEMENTAL REGULATIONS,” SECTION**
32 **23.5-3 – NONCONFORMITIES; AND PROVIDING FOR SEVERABILITY,**
33 **THE REPEAL OF LAWS IN CONFLICT, CODIFICATION, AND AN**
34 **EFFECTIVE DATE**
35
36

37 **WHEREAS**, as provided in Section 2(b), Article VIII of the Constitution of the State
38 of Florida, and Section 166.021(1), Florida Statutes, the City of Lake Worth Beach (the
39 “City”), enjoys all governmental, corporate, and proprietary powers necessary to conduct
40 municipal government, perform municipal functions, and render municipal services, and
41 may exercise any power for municipal purposes, except as expressly prohibited by law;
42 and
43

44 **WHEREAS**, as provided in Section 166.021(3), Florida Statutes, the governing
45 body of each municipality in the state has the power to enact legislation concerning any
46 subject matter upon which the state legislature may act, except when expressly prohibited
47 by law; and
48

49 **WHEREAS**, the City wishes to amend Chapter 23, Article 1 “General Provisions,”
50 to amend, Division 2 “Definitions,” to amend Section 23.1-12 – Definitions to create a
51 definition for street wall and revise the definition for pawn shop; and
52

53 **WHEREAS**, the City wishes to amend Chapter 23, Article 2 “Administration,” to
54 amend, Division 3 “Permits,” to amend Section 23.2-27 – Waiver to establish a waiver
55 review process of limited specified land development regulations;
56

57 **WHEREAS**, the City wishes to amend Chapter 23, Article 2 “Administration,” to
58 amend, Division 3 “Permits,” to amend Section 23.2-31 – Site Design Qualitative
59 Standards to create street wall regulations for the redevelopment of existing
60 nonconforming properties and auto-centric uses that cannot meet build-to line
61 requirements; and
62

63 **WHEREAS**, the City wishes to amend Chapter 23, Article 3 “Zoning Districts,”
64 Division 2 “Residential Districts,” Section 23.3-7 “SFR – Single-family residential,” Section
65 23.3-8 “SF-TF 14 – Single-family and two family residential,” Section 23.3-10 “MF-20 –
66 Multifamily residential,” Section 23.3-11 “MF-30 – Medium density multi-family
67 residential,” and Section 23.3-12 “MF-40 – High density multi-family residential,” to reduce
68 the minimum side setback requirement for lots over 50 feet to a minimum of five (5) feet
69 allowing additional flexibility in the placement of accessory structures and pools; and
70

71 **WHEREAS**, the City wishes to amend Chapter 23, Article 4 “Development
72 Standards,” to amend Section 23.4-1 – Secondary (Accessory) Dwelling Unit to identify
73 minimum unit sizes and to allow relief requests from setback requirements; and
74

75 **WHEREAS**, the City wishes to amend Chapter 23, Article 4 “Development
76 Standards,” to amend Section 23.4-10 – Off-Street Parking to clarify parking surface
77 materials for single-family and two-family dwelling units; and
78

79 **WHEREAS**, the City wishes to amend Chapter 23, Article 4 “Development
80 Standards,” to amend Section 23.4-13 – Administrative Uses and Conditional uses to
81 clarify the review process for Pawn Shops; and
82

83 **WHEREAS**, the City wishes to amend Chapter 23, Article 4 “Development
84 Standards,” to amend Section 23.4-16 – Mechanical Systems/Equipment for Existing
85 Residential Structures to establish a minimum side setback to allow for maintenance of
86 mechanical equipment with trespass onto adjacent property; and
87

88 **WHEREAS**, the City wishes to amend Chapter 23, Article 5 “Supplemental
89 Regulations,” to amend Section 23.5-1 – Signs to establish a review process for
90 changeable message signage for public and institutional uses outside of the City’s Major
91 Thoroughfares; and
92

93 **WHEREAS**, the City wishes to amend Chapter 23, Article 5 “Supplemental
94 Regulations,” to amend Section 23.5-3 – Nonconformities to clarify when the street wall
95 feature shall be required for nonconforming structures/buildings; and
96

97 **WHEREAS**, the City of Lake Worth Beach, Florida (the “City”), is a duly constituted
98 municipality having such power and authority conferred upon it by the Florida Constitution
99 and Chapter 166, Florida Statutes; and
100

101 **WHEREAS**, the Planning and Zoning Board, in its capacity as the local planning
102 agency, considered the proposed amendments at a duly advertised public hearing; and
103

104 **WHEREAS**, the Historic Resources Preservation Board, in its capacity as the local
105 planning agency, considered the proposed amendments at a duly advertised public
106 hearing; and

107 **WHEREAS**, the City Commission finds and declares that the adoption of this
108 ordinance is appropriate, and in the best interest of the health, safety and welfare of the
109 City, its residents and visitors.
110

111 **NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE**
112 **CITY OF LAKE WORTH BEACH, FLORIDA, that:**
113

114 **Section 1:** The foregoing “WHEREAS” clauses are ratified and confirmed as
115 being true and correct and are made a specific part of this ordinance as if set forth herein.
116

117 **Section 2:** Chapter 23 “Land Development Regulations,” Article 1 “General
118 Provisions,” Division 2 “Definitions,” Section 23.1-12 “Definitions” is hereby amended by
119 adding the words shown in underline type as indicated in **Exhibit A**.
120

121 **Section 3:** Chapter 23 “Land Development Regulations,” Article 2
122 “Administration,” Division 3 “Permits,” Section 23.2-27 “Waiver” is hereby amended by
123 adding the words shown in underline type as indicated in **Exhibit B**.
124

125 **Section 4:** Chapter 23 “Land Development Regulations,” Article 2
126 “Administration,” Division 3 “Permits,” Section 23.2-31 “Site Design Qualitative
127 Standards” is hereby amended by adding the words shown in underline type and deleting
128 words struck through as indicated in **Exhibit C**.
129

130 **Section 5:** Chapter 23 “Land Development Regulations,” Article 3 “Zoning
131 Districts,” Division 2 “Residential Districts,” Section 23.3-7 “SF-R - Single-Family
132 Residential” is hereby amended by adding the words shown in underline type and deleting
133 words struck through as indicated in **Exhibit D**.
134

135 **Section 6:** Chapter 23 “Land Development Regulations,” Article 3 “Zoning
136 Districts,” Division 2 “Residential Districts,” Section 23.3-8 “SF-TF 14 - Single-Family and
137 Two-Family Residential” is hereby amended by adding the words shown in underline type
138 and deleting words struck through as indicated in **Exhibit E**.
139

140 **Section 7:** Chapter 23 “Land Development Regulations,” Article 3 “Zoning
141 Districts,” Division 2 “Residential Districts,” Section 23.3-10 “MF-20 - Multi-Family
142 Residential” is hereby amended by adding the words shown in underline type and deleting
143 words struck through as indicated in **Exhibit F**.
144

145 **Section 8:** Chapter 23 “Land Development Regulations,” Article 3 “Zoning
146 Districts,” Division 2 “Residential Districts,” Section 23.3-11 “Medium Density Multi-Family
147 Residential” is hereby amended by adding the words shown in underline type and deleting
148 words struck through as indicated in **Exhibit G**.

149
150 **Section 9:** Chapter 23 “Land Development Regulations,” Article 3 “Zoning
151 Districts,” Division 2 “Residential Districts,” Section 23.3-12 “High Density Multi-Family
152 Residential” is hereby amended by adding the words shown in underline type and deleting
153 words struck through as indicated in **Exhibit H**.

154
155 **Section 10:** Chapter 23 “Land Development Regulations,” Article 4
156 “Development Standards,” Section 23.4-1 “Secondary (Accessory) Dwelling Unit” is
157 hereby amended by adding the words shown in underline type and deleting words struck
158 through as indicated in **Exhibit I**.

159
160 **Section 11:** Chapter 23 “Land Development Regulations,” Article 4
161 “Development Standards,” Section 23.4-10 “Off-Street Parking” is hereby amended by
162 deleting words struck through as indicated in **Exhibit J**.

163
164 **Section 12:** Chapter 23 “Land Development Regulations,” Article 4
165 “Development Standards,” Section 23.4-13 “Administrative Uses and Conditional Uses”
166 is hereby amended by adding the words shown in underline type as indicated in **Exhibit**
167 **K**.

168
169 **Section 13:** Chapter 23 “Land Development Regulations,” Article 4
170 “Development Standards,” Section 23.4-16 “Mechanical Systems/Equipment for Existing
171 Residential Structures” is hereby amended by adding the words shown in underline type
172 as indicated in **Exhibit L**.

173
174 **Section 14:** Chapter 23 “Land Development Regulations,” Article 5
175 “Supplemental Regulations,” Section 23.5-1 “Signs” is hereby amended by adding the
176 words shown in underline type as indicated in **Exhibit M**.

177
178 **Section 15:** Chapter 23 “Land Development Regulations,” Article 5
179 “Supplemental Regulations,” Section 23.5-3 “Nonconformities” is hereby amended by
180 adding the words shown in underline type as indicated in **Exhibit N**.

181
182 **Section 16:** Severability. If any section, subsection, sentence, clause, phrase or
183 portion of this Ordinance is for any reason held invalid or unconstitutional by any court of
184 competent jurisdiction, such portion shall be deemed a separate, distinct, and
185 independent provision, and such holding shall not affect the validity of the remaining
186 portions thereof.

187
188 **Section 17:** Repeal of Laws in Conflict. All ordinances or parts of ordinances in
189 conflict herewith are hereby repealed to the extent of such conflict.

190
191 **Section 18:** Codification. The sections of the ordinance may be made a part of
192 the City Code of Laws and ordinances and may be re-numbered or re-lettered to

193 accomplish such, and the word "ordinance" may be changed to "section", "division", or
194 any other appropriate word.

195

196 **Section 19:** Effective Date. This ordinance shall become effective 10 days after
197 passage.

198

199 The passage of this ordinance on first reading was moved by Commissioner
200 Malega, seconded by Commissioner Diaz, and upon being put to a vote, the vote was as
201 follows:

202

203	Mayor Betty Resch	AYE
204	Vice Mayor Christopher McVoy	AYE
205	Commissioner Sarah Malega	AYE
206	Commissioner Kimberly Stokes	AYE
207	Commissioner Reinaldo Diaz	AYE

208

209 The Mayor thereupon declared this ordinance duly passed on first reading on the
210 18th day of July, 2023.

211

212

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

216

217	Mayor Betty Resch
218	Vice Mayor Christopher McVoy
219	Commissioner Sarah Malega
220	Commissioner Kimberly Stokes
221	Commissioner Reinaldo Diaz

222

223 The Mayor thereupon declared this ordinance duly passed on the _____ day of
224 _____, 2023.

225

226

LAKE WORTH BEACH CITY COMMISSION

227

228

229

By: _____
Betty Resch, Mayor

230

231

232 ATTEST:

233

234

235

236 _____
Melissa Ann Coyne, City Clerk

237

238

EXHIBIT A

Chapter 23

LAND DEVELOPMENT REGULATIONS ARTICLE 1 "GENERAL PROVISIONS"

Article 1, "General Provisions," Division 2, "Definitions"

Sec. 23.1-12. – Definitions.

Extended stay hotel/motel (Extended stay lodging facility): A type of motel or hotel that offers lodging for extended periods up to sixty (60) days, and may include a kitchen.

Lodging Facility: As listed in Section 23.3-6 – Use Tables, shall include hotel or motel uses as defined in this section, but shall exclude extended stay lodging facilities.

Pawn shop: An establishment whose principal business is to lend money on security of personal property deposited with the establishment in pledge for the debt, redeemable by the pledger on the terms and conditions agreed to by the pawnbroker and as set forth in F.S. § 539.001, and with the implied power of sale on default. The term does not include a financial institution as defined in F.S. § 655.005, or any person who regularly loans money or any other thing of value on stocks, bonds or other securities. This use is classified as a single-destination commercial use with accessory money business services. The use table provisions in Section 23.3-6 imposing the greater restriction, and the review criteria in Section 23.4-13 are both applicable in determining the permitted use location.

Street wall: A decorative wall or portion of a wall installed at the build-to line to enhance the continuation of building walls along a street. Street walls are required to be designed in a manner to compliment the architecture of a site's existing structure/s.

EXHIBIT B

Chapter 23

LAND DEVELOPMENT REGULATIONS ARTICLE 1 "GENERAL PROVISIONS"

Article 2, "Administration," Division 3, "Permits"

Sec. 23.2-27. – Waiver.

- c) A waiver of limited land development regulations relating to site development requirements only, and excluding use regulations, may be requested to certain sections or subsections of Chapter 23 – Land Development Regulations where it is expressly stated in that section or subsection that a waiver may be requested to specified provisions for approval by the applicable review board. A variance per Section 23.2-26 shall be required for all other sections or subsections of Chapter 23 where is it not clearly indicated that a waiver or an administrative adjustment per Section 23.2-28 may be requested. The waiver shall meet the following review criteria:
 - 1. The waiver requested is the smallest or minimum modification necessary.
 - 2. The waiver request shall not negatively impact adjacent property owners or protected land uses as described in Section 23.1-12.
 - 3. The applicable review board has determined that the waiver is appropriate in massing, scale, visual impact and does not create noise, light or other impacts greater than similar improvements permitted in the immediate area.
 - 4. The waiver request supports the goals, objectives and policies of the City's Comprehensive Plan.
 - 5. The waiver request is supportive of currently permitted uses, and shall not create or increase a nonconformity with regards to use as described in Section 23.5-3.

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EXHIBIT C

Chapter 23

LAND DEVELOPMENT REGULATIONS ARTICLE 1 "GENERAL PROVISIONS"

Article 2, "Administration," Division 3, "Permits"

Sec. 23.2-31. – Site Qualitative Standards.

l) Street wall. The purpose of the street wall is to complete the continuation of building walls along a street when a proposed development is not able to meet the maximum front setback (build-to) requirements from streets. Street walls shall not be utilized for new construction, except for inherently auto-centric uses such as gas stations and automobile drive-thrus. Utilization of a street wall in lieu of meeting front build-to line requirements shall require a waiver approval as described in Section 23.2-27.c. Upon substantial enlargement, substantial improvement or new construction for principal buildings the following standards shall apply:

1. Breaks may be permitted in the street wall to provide pedestrian access to the site and for the purpose of tree protection.
2. Parking facilities shall be permitted at the rear or interior side of the principal structure, or street wall as approved by the appropriate review board. If parking is located to the rear of the street wall, then the street wall shall screen the parking area with a combination of wall and landscaping improvements.
3. For existing nonconforming structures, a street wall may be utilized to meet the build-to line requirement provided that:
 - a. The expansion of existing structure to meet the build-to line is not feasible as determined by the DRO.
 - b. The expansion of the structure is less than 25% of the existing building.
 - c. The expansion does not increase any nonconformities. The front building line shall be maintained or modified to reduce the build-to line nonconformity.
 - d. The street wall shall provide a base, middle, and top expressed with materials finished and wrapped on all façades facing a right-of-way. Street walls shall be designed in a manner to compliment the architecture of the site's structure/s.
 - e. Street walls shall have visual breaks every 75 feet at a minimum. The breaks shall be setbacks of either 8" or 12" or more to create reveal lines or step backs on the façade and to add rhythm. The street wall shall be articulated by architectural details. Such details may include openings, canopies, awnings, changes in parapet height, material changes, projections, recesses, or similar features. A physical half wall with a pergola

357 structure in combination with landscaping that creates a living green wall
358 effect shall be encouraged.

359 f. Use of durable, high-quality materials that are appropriate for the climate,
360 such as stone, steel, glass, precast concrete, or masonry. Such materials
361 and associated architectural features must wrap around all sides of the
362 street wall that are visible from the public realm. Traditional stucco may be
363 appropriate adjacent to historic districts. Street walls incorporating EIFS
364 (Exterior Insulation Finishing System) or other faux-stucco finish for more
365 than 10% of a street-facing façade do not meet this requirement.

366

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

377

378

379 m) n) Compliance with other requirements. The requirements of this section are in
380 addition to any other requirement of the Code of Ordinances of the city, such as the
381 building code. Approval by the decision-making body of a given set of plans and
382 specifications does not necessarily constitute evidence of applicant's compliance
383 with other requirements of the city code.

384

EXHIBIT D

Chapter 23

LAND DEVELOPMENT REGULATIONS ARTICLE 1 "GENERAL PROVISIONS"

Article 3, "Zoning Districts"

Sec. 23.3-7. – SF-R – Single-Family Residential.

c) Development regulations for uses permitted by right

portion of table omitted for brevity.

Setback	Front	20 ft.
	Rear	15 ft. or 10% of lot depth for primary structures, whichever is less.
		5 ft. for accessory structures.
	Side	10% lot width, minimum of 3 ft. up to a minimum of 10 ft. for lots over 100 ft. in width.
		Two story buildings shall be set back a minimum of 5 ft.
		Roof overhangs not to exceed more than 2 ft.
	<u>Accessory</u>	<u>A. 10% lot width, minimum side setback of 3 ft. for lots 50 ft. wide or less</u>
		<u>B. A minimum of 5 ft. side setback for lots 50 ft. wide and over in width.</u>
		<u>C. Minimum 5 ft. rear setback.</u>

portion of table omitted for brevity.

3. Minimum setbacks.

B. Minimum side setback:

- (1) Ten (10) percent of lot width, with a minimum of three (3) feet up to a minimum of ten (10) feet for lots over one hundred (100) feet in width.
- (2) Two-story buildings shall have side set back of five (5) feet minimum.
- (3) Roof overhangs shall not project more than two (2) feet into the setback.
- (4) Accessory structures and pools shall have a side setback of 10% of lot width, with a minimum setback of three (3) feet up to a minimum of five (5) feet for lots over 50 ft. in width.

EXHIBIT E

Chapter 23

LAND DEVELOPMENT REGULATIONS ARTICLE 1 "GENERAL PROVISIONS"

Article 3, "Zoning Districts"

Sec. 23.3-8. – SF-TF 14 – Single-Family and Two-Family Residential.

c) *Development regulations for uses permitted by right.*

portion of table omitted for brevity.

Setback	Front	20 ft.
	Rear	15 ft. or 10% of lot depth for primary structures; 5 ft. for accessory structures
	Side	10% of lot width, minimum of 3 feet up to a minimum of 10 ft. for lots over 100 ft. in width.
		Two story buildings shall be set back a minimum of 5 ft.
		Roof overhangs not to exceed more than 2 ft.
Accessory	A. <u>10% lot width, minimum side setback of 3 ft. for lots 50 ft. wide or less</u> B. <u>A minimum of 5 ft. side setback for lots 50 ft. wide and over in width.</u> C. <u>Minimum 5 ft. rear setback.</u>	

portion of table omitted for brevity.

3. *Minimum setbacks.*

B. Minimum side setback:

- (1) Ten (10) percent of lot width, with a minimum of three (3) feet and a minimum of ten (10) feet for lots over one hundred (100) feet in width.
- (2) Two-story buildings shall have side set back of five (5) feet minimum.
- (3) Roof overhangs shall not project more than two (2) feet into the setback.
- (4) Accessory structures and pools shall have a side setback of 10% of lot width, with a minimum setback of three (3) feet up to a minimum of five (5) feet for lots over 50 ft. in width. Secondary (accessory) dwelling units shall comply with the more restrictive of the requirements in Section 23.4-1 or the zoning district.

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4. Minimum facilities and living area per residential unit.

- A. The first dwelling unit on each lot shall contain at least a living room, kitchen, bedroom and bathroom, and shall have a minimum living area of eight hundred (800) square feet.
- B. The second dwelling unit on each lot shall contain at least a living room, kitchen, bedroom and bathroom, and shall have a minimum living area of four hundred (400) square feet.
- C. A secondary (accessory) dwelling unit shall comply with the development standards in Section 23.4-1. The total habitable square footage of an accessory dwelling unit shall not exceed the habitable square footage of the principal residential use.

8. Accessory structures. All accessory structures shall not exceed forty (40) percent of the gross floor area of the principal structure or one thousand (1,000) square feet whichever is less, excluding approved prefabricated metal storage buildings totaling no more than one hundred forty-four (144) square feet. If a property has both accessory structure/s and a secondary (accessory) dwelling unit, then the total area requirements in Section 23.4-1 shall apply.

EXHIBIT F

Chapter 23

LAND DEVELOPMENT REGULATIONS ARTICLE 1 “GENERAL PROVISIONS”

Article 3, “Zoning Districts”

Sec. 23.3-10. – MF-20 – Multi-Family and Two-Family Residential.

c) *Development regulations for uses permitted by right.*

portion of table omitted for brevity.

Setback	Front	20 ft.
	Rear	15 ft. or 10% of lot depth. 5 ft. for accessory structures.
	Side	10% of lot width, minimum of 3 ft. up to a minimum of 10 ft. for lots over 100 ft. in width.
		Two-story buildings shall be set back a minimum of 5 ft.
		Roof overhangs shall not exceed more than 2 feet.
Accessory	<u>A. 10% lot width, minimum side set back of 3 ft. up to a minimum of 5 ft. for lots over 50 ft. in width.</u> <u>B. Minimum rear set back of five (5) feet</u>	

portion of table omitted for brevity.

3. *Minimum setbacks.*

B. Minimum side setback:

- (1) Ten (10) percent of lot width, with a minimum of three (3) feet and a minimum of ten (10) feet for lots over one hundred (100) feet in width.
- (2) Two-story buildings shall have a side set back of five (5) feet minimum.
- (3) Roof overhangs shall not project more than two (2) feet into the setback.
- (4) Accessory structures and pools shall have a side setback of 10% of lot width, with a minimum setback of three (3) feet up to a minimum of five (5) feet for lots over 50 ft. in width. Secondary (accessory) dwelling units shall comply with the more restrictive of the requirements in Section 23.4-1 or the zoning district.

510 4. Minimum facilities and living area per dwelling unit.

511 A. Single-family and two-family structures:

512 (1) The first dwelling unit on each lot in case of duplex construction shall
513 contain at least a living room, kitchen, bedroom and bathroom, and shall
514 have a minimum living area of eight hundred (800) square feet.

515 (2) The second dwelling unit on each lot in the case of duplex construction
516 shall contain at least a living room, kitchen, bedroom and bathroom, and
517 shall have a minimum living area of four hundred (400) square feet.

518 (3) A secondary (accessory) dwelling unit shall comply with the development
519 standards in Section 23.4-1. The total habitable square footage of an
520 accessory dwelling unit shall not exceed the forty (40) percent of the
521 habitable square footage of the principal residential use or one thousand
522 (1,000) square feet whichever is less.

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524
525 8. Accessory structures. All accessory structures shall not exceed forty
526 (40) percent of the gross floor area of the principal structure or one
527 thousand (1,000) square feet whichever is less, excluding approved
528 prefabricated metal storage buildings totaling no more than one
529 hundred forty-four (144) square feet. If a property has both accessory
530 structure/s and a secondary (accessory) dwelling unit, then the total
531 area requirements in Section 23.4-1 shall apply.

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EXHIBIT G

Chapter 23

LAND DEVELOPMENT REGULATIONS ARTICLE 1 “GENERAL PROVISIONS”

Article 3, “Zoning Districts”

Sec. 23.3-11. – MF-30 – Medium Density Multi-Family Residential.

c) *Development regulations for uses permitted by right.*

portion of table omitted for brevity.

Setback	Front	20 ft.
	Rear	15 ft. or 10% of lot depth. 5 ft. for accessory structures.
	Side	10% of lot width, minimum of 3 ft. up to a minimum of 10 ft. for lots over 100 ft. in width.
		Two-story buildings shall be set back minimum of 5 ft.
		Roof overhangs shall not exceed more than 2 feet.
	Accessory	<u>A. 10% lot width, minimum side setback of 3 ft. for lots 50 ft. wide or less.</u>
	<u>B. A minimum of 5 ft. side setback for lots 50 ft. wide and over in width.</u> <u>C. Minimum 5 ft. rear setback.</u>	

portion of table omitted for brevity.

3. *Minimum setbacks.*

B. Minimum side setback:

- (1) Ten (10) percent of lot width, with a minimum of three (3) feet and a minimum of ten (10) feet for lots over one hundred (100) feet in width.
- (2) Two-story buildings shall have a side set back of five (5) feet.
- (3) Roof overhangs shall not project more than two (2) feet into the setback.
- (4) Minimum street side setback: Ten (10) feet up to a maximum of twenty-two (22) feet.
- (5) Accessory structures and pools shall have a side setback of 10% of lot width, with a minimum setback of three (3) feet up to a minimum of five (5) feet for lots over 50 ft. in width. Secondary (accessory) dwelling units

571 shall comply with the more restrictive of the requirements in Section
572 23.4-1 or the zoning district.

573 ***

574
575
576 4. Minimum facilities and living area per dwelling unit.

577 A. Single-family and two-family structures:

578 (1) The first dwelling unit on each lot in the case of duplex construction shall contain
579 at least a living room, kitchen, bedroom and bathroom, and shall have a minimum
580 living area of eight hundred (800) square feet.

581 (2) The second dwelling unit on each lot in the case of duplex construction shall contain
582 at least a living room, kitchen, bedroom and bathroom, and shall have a minimum
583 living area of four hundred (400) square feet.

584 (3) A secondary (accessory) dwelling unit shall comply with the development standards
585 in Section 23.4-1.. ~~The total habitable square footage of an accessory dwelling unit~~
586 ~~shall not exceed the forty (40) percent of the habitable square footage of the~~
587 ~~principal residential use or one thousand (1,000) square feet whichever is less.~~

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590 8. Accessory structures. All accessory structures shall not exceed forty (40) percent of
591 the gross floor area of the principal structure or one thousand (1,000) square feet
592 whichever is less, excluding approved prefabricated metal storage buildings totaling
593 no more than one hundred forty-four (144) square feet. If a property has both
594 accessory structure/s and a secondary (accessory) dwelling unit, then the total area
595 requirements in Section 23.4-1 shall apply.

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EXHIBIT H

Chapter 23

LAND DEVELOPMENT REGULATIONS ARTICLE 1 "GENERAL PROVISIONS"

Article 3, "Zoning Districts"

Sec. 23.3-12. – MF-40 – High Density Multi-Family Residential.

c) *Development regulations for uses permitted by right.*

portion of table omitted for brevity.

Setback	Front	10 ft.
	Rear	15 ft. or 10% of lot depth when next to a residential district. 10 ft. in general. 5 ft. for accessory structure
	Side	Street lot side - 10 ft. minimum up to a maximum of 22 ft.
		Interior lot side - 10% of width, minimum of 3 ft. up to a minimum of 10 ft. for lots over 100 ft. in width.
		Two-story buildings shall be set back minimum of 5 ft.
		Roof overhangs shall not exceed more than 2 feet.
	Accessory	A. <u>10% lot width, minimum side setback of 3 ft. for lots 50 ft. wide or less.</u> B. <u>A minimum of 5 ft. side setback for lots 50 ft. wide and over in width.</u> C. <u>Minimum 5 ft. rear setback.</u>

portion of table omitted for brevity.

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3. *Minimum setbacks.*

B. Minimum side setback:

- (1) Minimum street side setback: Ten (10) feet up to a maximum of twenty-two (22) feet.
- (2) Minimum interior side setback: Ten (10) percent of lot width, with a minimum of three (3) feet and a minimum of ten (10) feet for lots over one hundred (100) feet in width.
- (3) Two-story buildings shall have a side set back of at least five (5) feet.

630 (4) Roof overhangs shall not project more than two (2) feet into the
631 setback.

632 (5) Accessory structures and pools shall have a side setback of 10% of lot
633 width, with a minimum setback of three (3) feet up to a minimum of five
634 (5) feet for lots over 50 ft. in width. Secondary (accessory) dwelling
635 units shall comply with the more restrictive of the requirements in
636 Section 23.4-1 or the zoning district.

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638
639 4. Minimum living area per dwelling unit.

640 A. Single-family and two-family structures:

641 (1) The first dwelling unit on each lot in the case of duplex construction shall
642 contain at least a living room, kitchen, bedroom and bathroom, and shall
643 have a minimum living area of eight hundred (800) square feet.

644 (2) The second dwelling unit on each lot in the case of duplex construction
645 shall contain at least a living room, kitchen, bedroom and bathroom, and
646 shall have a minimum living area of four hundred (400) square feet.

647 (3) A secondary (accessory) dwelling unit shall comply with the
648 development standards in Section 23.4-1. ~~The total habitable square~~
649 footage of an accessory dwelling unit shall not exceed the forty (40)
650 percent of the habitable square footage of the principal residential use
651 or one thousand (1,000) square feet whichever is less.

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656 8. Accessory structures. All accessory structures shall not exceed forty (40) percent
657 of the gross floor area of the principal structure or one thousand (1,000) square
658 feet whichever is less, excluding approved prefabricated metal storage
659 buildings totaling no more than one hundred forty-four (144) square feet. If a
660 property has both accessory structure/s and a secondary (accessory) dwelling
661 unit, then the total area requirements in Section 23.4-1 shall apply.

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EXHIBIT I

Chapter 23

LAND DEVELOPMENT REGULATIONS ARTICLE 4 "DEVELOPMENT STANDARDS"

Sec. 23.4-1. – Secondary (Accessory) Dwelling Unit.

a) Purpose. It is the purpose of this section to provide regulations and standards for the establishment of a secondary dwelling unit within designated residential zoning districts that permit this use, and on properties that minimum lot requirements.

b) Design standards. All secondary dwelling units shall conform to the following standards:

1. Existing development on lot. A single-family dwelling must currently exist on the lot or will be constructed in conjunction with the secondary unit.

2. Number of secondary units per parcel. Only one (1) secondary dwelling unit shall be allowed for each parcel.

3. Unit size.

(a) The habitable floor area for secondary units shall not exceed sixty (60) percent of the habitable floor area of the primary residence with a maximum unit size of 1,000 sf unless a waiver is granted to this subsection for the purpose of providing affordable / workforce housing, or to allow for an accommodation for accessibility. However, in no case shall a waiver related to these purposes allow the size of the secondary dwelling unit to exceed the size of the principal structure. See Section 23.2-27. and

(b) The minimum unit size shall be ~~a minimum of~~ four hundred (400) square feet for an efficiency, six hundred (600) square feet for 1 bedroom, seven-hundred and fifty (750) square feet for 2 bedrooms, and nine hundred (900) square feet for 3 bedrooms.

4. Accessory Structure/s Maximum Total Area. The total area of all accessory structures for properties with both detached accessory structure/s and a secondary dwelling unit shall not exceed 60% of the total area of the primary building, including any attached structures having a roof.

54. Setbacks for detached secondary dwelling units. The side-yard setback for detached single story structures containing a secondary dwelling unit shall not be less than three (3) feet. The rear-yard setback for detached single story structures containing a secondary dwelling unit shall not be less than five (5) feet. Secondary units higher than one (1) story shall provide side yard setbacks of five (5) feet and rear yard setbacks of ten (10) feet. If any portion of a secondary dwelling unit is located in front of the main building, then the front and side yard setbacks shall be the same as a main building in the zoning district. The distance between buildings on the same lot must be a

709 minimum of ten (10) feet. Secondary dwelling units are not eligible for
710 variances or waivers for setbacks or minimum building separation.

711 6. In zoning districts where secondary dwelling units are currently permitted, a
712 waiver of land development regulations related to the construction of an
713 accessory dwelling unit may be granted as part of a certificate of
714 appropriateness to allow for the conversion of a contributing accessory structure
715 in a designated historic district or landmark accessory structure to a secondary
716 dwelling unit, or to allow for a larger newly constructed secondary dwelling unit
717 in support of preservation of all sides of a contributing or landmark principal
718 structure. See applicable waiver sections 23.2-27 and 23.5-4 of these LDRs.

719
720 7. Secondary dwelling units shall comply with the more restrictive of either the
721 requirements in this section or the regulating zoning district unless otherwise
722 stated.

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724 ~~5.~~ 8. Design. The design of the secondary unit shall relate to the design of the
725 primary residence by use of the similar exterior wall materials, window types,
726 door and window trims, roofing materials and roof pitch, and shall be compatible
727 in architectural style.

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729 ~~6.~~ 9. Minimum housing code. All secondary dwelling units shall meet the city's
730 established minimum housing code requirements.

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EXHIBIT J

Chapter 23

LAND DEVELOPMENT REGULATIONS ARTICLE 4 “DEVELOPMENT STANDARDS”

Sec. 23.4-10. – Off-Street Parking.

d) *Material.* Each parking space shall be surfaced with a hard ~~impermeable~~ dustless material, either solid in area or in individual concrete strips or other approved materials, including but not limited to impervious materials and permeable paving materials in accordance with City of Lake Worth Beach standards. Required off-street parking for single-family and two-family dwelling units may also utilize ~~semi-pervious surface materials including~~ shell rock (not compacted), gravel, and or other small stone material in lieu of impermeable or permeable paving material as long as it meets the following criteria:

1. Appropriate stabilization shall be established to keep small stone like materials out of the ROW, alley, and storm water systems;
2. All semi-permeable driveway and parking surfaces shall be maintained to ensure permeable qualities and to prevent ponding of water.

f) Minimum parking space requirements by use category.

1. Minimum off-street parking space requirements are as follows:

A. Residential uses:

Multi-family (efficiency) one and twenty-five hundredths (1.25) spaces per unit.

Multi-family (one-bedroom) - One and one-half (1.5) spaces per unit.

Multi-family (two-bedroom) - One and seventy-five hundredths (1.75) spaces per unit.

Multi-family (> 2 bedroom) - Two (2) parking spaces per unit.

The total required residential parking shall be reduced by 25% for developments that provide no less than 15% of all proposed units as income restricted affordable or workforce housing units in accordance with Section 23.2-39. This reduction may not be combined with other parking reduction provisions of these LDRs, and at least one (1) parking space per residential dwelling unit is also required.

EXHIBIT K

Chapter 23

LAND DEVELOPMENT REGULATIONS ARTICLE 4 “DEVELOPMENT STANDARDS”

Sec. 23.4-13. – Administrative Uses and Conditional Uses.

c) *Standards.*

19. *Money business services.*

A. *Purpose.* It is the purpose of this section to provide regulations and standards for money business services such as payment instrument seller, foreign currency exchanger, check casher, or money transmitter. These uses shall be approved through the appropriate decision-making authority. Principal uses shall be reviewed through the conditional use permit process. These uses may also occur as accessory to single destination commercial only provided the development standards are met for both the principal and accessory use.

B. *Design and performance standards.*

1) *Separation Distance:*

(a) A minimum separation distance of four hundred (400) feet for accessory uses from other money business establishments.

(b) A minimum separation distance of one thousand (1,000) feet for principal uses from other money business establishments.

(c) Distance shall be measured in a straight line from the nearest portion of the money business licensed premises to the nearest property line of the protected land use. For the purposes of such measurement, the nearest exterior wall of the licensed premises, or the nearest wall of the unit containing the use in a multi-tenant structure, or the nearest point on an outside area which is a part of the licensed premises (if any), shall be used. This minimum distance requirement shall not apply when the money business use and the protected land use are located in the same multi-tenant center.

2) *Operational Standards:*

(a) Hours of operation shall be limited to 8:00 a.m. to 9:00 p.m. on Monday through Saturday and 9:00 a.m. to 6:00 p.m. on Sunday.

- 825 (b) No temporary or promotional signage shall be permitted on
826 windows or doors except as expressly permitted in section 23.5-
827 1, signs.
- 828 (c) Interior and exterior video surveillance for security purposes is
829 required and surveillance recordings shall be maintained for a
830 minimum of fourteen (14) days.
- 831 (d) The site shall meet appropriate Crime Prevention through
832 Environmental Design (CPTED) standards as feasible.
- 833 (e) Except, pawn shops shall comply with the more restrictive of F.S.
834 § 539.001, the standards in this section, and the standards in
835 LDR Section 23.4-13(c)(5) for single destination commercial
836 uses.

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EXHIBIT L

Chapter 23

LAND DEVELOPMENT REGULATIONS ARTICLE 4 “DEVELOPMENT STANDARDS”

Sec. 23.4-16. – Mechanical systems/equipment for existing residential structures.

- a) For existing residential structures, placement of mechanical equipment shall be allowed in the rear or side setback and/or between the main structure and a public street if there is insufficient space to locate the equipment outside of the setbacks. However, in no case shall mechanical equipment be located less than 18” from a property line to allow for its maintenance. Equipment located in the setback must meet requirements of the landscape code and the equipment must be screened from view of the right-of-way. In addition, product information or an engineering report must be submitted indicating the noise level will not be in excess of sixty-five (65) decibels as measured at the property line.

EXHIBIT M

Chapter 23

LAND DEVELOPMENT REGULATIONS ARTICLE 5 “SUPPLEMENTAL REGULATIONS”

Sec. 23.5-1. – Signs.

- e) *Special regulations by type of sign.* The following types of signs shall be constructed or erected in accordance with the following specific regulations in addition to all other applicable regulations set forth in this section. Special regulations for the core area are the only exception to the regulations provided below.

16. *Changeable copy signs.*

- i. Changeable copy shall be allowed for the following uses along the major thoroughfares of the city. Changeable copy signs may also be allowed on roadways with lower functional classifications for institutional and public uses only with a waiver per Section 23.2-27.c. if approved by the applicable review board.
1. Hotels and motels
 2. Institutional and Public uses
 3. Gas and service stations
 4. Movie theaters and playhouses
 5. Menu board signs for restaurants

EXHIBIT N

Chapter 23

LAND DEVELOPMENT REGULATIONS ARTICLE 5 “SUPPLEMENTAL REGULATIONS”

Sec. 23.5-3. – Nonconformities.

d) Nonconforming buildings and structures. A nonconforming building or structure is a building or structure properly constructed according to the law existing at the time of permit but which does not presently conform to the property development regulations of these LDRs for minimum site area or dimensions, minimum setback requirements, maximum building or structure height, maximum lot coverage, minimum floor area, parking or loading or for other characteristics of buildings or structures regulated in these LDRs, or for its location on the lot. A nonconforming building or structure may continue to exist in a nonconforming state so long as it otherwise conforms to law, subject to the following provisions:

1. Nonconforming buildings and structures may be enlarged, expanded or extended subject to these LDRs, including minimum site area and dimensions of the district in which the building or structure is located. No such building or structure, however, shall be enlarged or altered in any way so as to increase its nonconformity. Such building or structure, or portion thereof, may be altered to decrease its nonconformity, except as hereafter provided.
2. Should the structure or building be deteriorated or destroyed to an extent of more than fifty (50) percent of the assessed value of the structure or building as determined by the building official, it shall not be reconstructed except in conformity with the provisions of these LDRs. However, a waiver of land development regulations may be granted as part of a certificate of appropriateness for a property within a designated historic district or landmark property. See sections 23.2-27 and 23.5-4 of these LDRs.

6. A street wall may be utilized to meet the build-to line (front building line) requirements for existing buildings and structures as provided for in Section 23.2-31 and Section 23.2-27. Further, these nonconforming buildings and structures may be permitted to expand up to 25% of the building area as provided for in Section 23.2-31 if the proposed expansion does not increase all other nonconformities. A substantial improvement or permitted expansion (maximum 25%) of these buildings and structures shall maintain or reduce the front building line nonconformity.

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944 e) Nonconforming uses of buildings and structures. A nonconforming use of a major
945 building or structure is an activity primarily occurring within such building or structure,
946 but which may also include the use of surrounding premises including land or nearby
947 minor buildings. Such activity shall have been lawfully permitted at the time of its
948 inception. The decision of the development review officer as to whether a
949 nonconforming use is a nonconforming use of land or a nonconforming use of a
950 building or structure, as each is described in this section, shall be final unless reversed
951 by the planning and zoning board or historic resources preservation board, as
952 applicable. Such nonconforming use may be continued so long as it remains otherwise
953 lawful, subject to the following provisions:

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5. When a nonconforming use of a structure or building ceases for six (6) consecutive months, or for eighteen (18) months during any three-year period, and is not replaced by a permitted use, the structure or building shall not thereafter be used except in conformance with the regulations of the district in which it is located. The issuance or existence of a required license, permit or other governmental authorization to conduct such nonconforming use shall not mean that the use has not ceased, but the lack of such license, permit or authority shall create a rebuttable presumption that the use has ceased. Documentation of Aactions or activities of the owner of a property actively attempting to lease or rent the property, or documentation demonstrating that a business owner or property owner intended, but was prevented by no actions of their own to continuously operate said use shall be considered shall not be considered a use of the property in determining whether a nonconforming use of a structure or building has ceased.



DATE: April 26, 2023

TO: Members of the Planning & Zoning and Historic Resources Preservation Boards

FROM: William Waters, Director Community Sustainability

MEETING: May 3 & May 10, 2023

SUBJECT: **Ordinance 2023-06:** Consideration of an ordinance amending multiple sections of Chapter 23 “Land Development Regulations” to address several housekeeping and minor changes for clarity, to provide for a reduction in the side setback requirements to 5 feet for accessory structures and pools on all lot sizes, to provide for new standards for street walls, and to expand and clarify the waiver provisions.

PROPOSAL / BACKGROUND/ ANALYSIS:

The subject amendment to the City’s Land Development Regulations (LDR) was drafted to clarify interpretations, address general housekeeping items, resolve inconsistencies, provide greater flexibility with the location of secondary (accessory) dwelling units, accessory structures and mechanical equipment in residential properties, create a waiver process, and implement street wall requirements for nonconforming properties and new auto-centric uses that cannot meet build-to line requirements.

The proposed LDR Amendments will modify the following sections of the City’s Land Development Regulations:

- Article 1 – Section 23.1-12: Definition
- Article 2 – Section 23.2-27: Waiver
- Article 2 – Section 23.2-31: Site Design Qualitative Standards
- Article 3 – Section 23.3-7: Single-Family Residential (SF-R)
- Article 3 – Section 23.3-8: Single-Family and Two-Family Residential (SF-TF 14)
- Article 3 – Section 23.3-10: Multi-Family Residential (MF-20)
- Article 3 – Section 23.3-11: Medium Density Multi-Family Residential (MF-30)
- Article 3 – Section 23.3-12: High Density Multi-Family Residential (MF-30)
- Article 4 – Section 23.4-1: Secondary (Accessory) Dwelling Unit
- Article 4 – Section 23.4-10: Off Street Parking
- Article 4 – Section 23.4-13: Administrative Uses and Conditional Uses
- Article 4 – Section 23.4-16: Mechanical Systems/Equipment for existing residential structures
- Article 5 – Section 23.5-1: Signs
- Article 5 – Section 23.5-3: Nonconformities

Secondary (Accessory Dwelling Unit): Clarifying and consolidate the maximum unit size and minimum living area requirements. Also, identifying certain provisions eligible for a waiver application.

Accessory Structure: Reducing the minimum side setback requirement from 10% of lot width for lots over 50 feet to a minimum of five (5) feet which allows additional flexibility in the placement of accessory structures and pools.

Pawn Shops: Revising the definition of pawn shop and clarifying the review process.

Street wall: Creating a street wall definition and developing regulations for the redevelopment of existing nonconforming properties and new auto-centric uses that cannot meet build-to line requirements.

Signs: Establishing a waiver review process for changeable message signage for public and institutional uses outside of the City's Major Thoroughfares.

Waiver: Expand and clarify waiver review process of limited and specified land development regulations.

Housekeeping Items: Revising the definitions to distinguish between extended stay lodging facilities and lodging facilities, removing inconsistencies related to the maximum secondary (accessory) dwelling unit size, clarifying material options for single-family and two-family driveways, and further identifying minimum setback requirements for mechanical systems of existing residential structures.

STAFF RECOMMENDATION:

Staff recommends that the Planning and Zoning Board and Historic Resources Preservation Board recommend that the City Commission adopt Ordinance 2023-06.

POTENTIAL MOTION:

I move to **RECOMMEND/NOT RECOMMEND** TO THE CITY COMMISSION TO ADOPT the proposed LDR text amendments included in Ordinance 2023-06.

Attachments

- A. Draft Ordinance 2023-06

STAFF REPORT REGULAR MEETING

AGENDA DATE: August 15, 2023

DEPARTMENT: Community Sustainability

TITLE:

Ordinances 2023-17 & 2023-18 – First Reading – A privately-initiated small-scale Future Land Use Map (FLUM) amendment and Zoning Map amendment (rezoning) for the project known as “Madison Terrace” located at 821 South Dixie Highway

SUMMARY:

The subject map amendments comprise a portion of the concurrently proposed Madison Terrace Planned Development, which would allow for the redevelopment of a total of 1.8134 acres with 176 affordable units that are income restricted. According to the applicant’s justification statement, the project will be financed with low-income housing tax credits provided by the federal government. The project will be required to remain affordable housing for a period of at least 50 years. The rental rates are based on 80% of the Area Median Income (AMI). At least 10% of the units have “Extremely Low Income” ELI rental rates based on a maximum of 30% of the AMI. The average rental rate for all apartment units cannot exceed 60% of AMI. Furthermore, the amendments are supported by and are consistent with the Comprehensive Plan and City Strategic Plan as described in the respective Comprehensive Plan and Strategic Plan Analysis sections of this report for each request.

The requests are:

- A FLUM amendment from the Mixed Use – East (MU-E) future land use to Transit Oriented Development (TOD) future land use (Ordinance 2023-18)
- A Rezoning from the Mixed Use – Dixie Highway (MU-DH) zoning district to the Transit Oriented Development – East (TOD-E) zoning district (Ordinance 2023-17)

The data and analysis section of this staff report for the FLUM amendment was prepared in accordance with the requirements of F.S. 163.3177 and provides relevant and appropriate data based on the City’s community goals and vision and consistency with the level of service requirements. The proposed FLUM amendment is eligible for processing as a small-scale future land use map amendment per F.S.163.3187. If adopted, the proposed amendment would be sent to the Florida Department of Economic Opportunity (DEO) upon adoption and become effective 31 days after adoption if not challenged within 30 days.

The data and analysis section of this staff report for the concurrent Zoning Map amendment analyzes the proposed request for consistency with the City’s Comprehensive Plan, Strategic Plan, and LDR Section 23.2-36(4): Review Criteria for the Rezoning of Land.

BACKGROUND AND JUSTIFICATION:

On June 28, 2023, the applicant held a meeting with neighborhood residents at 1121 Lucerne Avenue. Notices were mailed to all property owners within 400 ft of the project on June 9, 2023, and signs were placed on the property on June 9, 2023. There were twelve (12) attendees at the meeting. Residents asked questions about the project’s security features, site design, parking, the sustainable features of the project, and general questions about the units and how the property will be managed. The applicant also created a project webpage: <http://www.madisonterraceseniors.com/>

The **Planning and Zoning Board (PZB)** unanimously recommended approval of the proposed FLUM and rezoning at their August 2, 2023 meeting.

The proposed FLUM amendment request is consistent with the purpose, intent, and requirements of the Comprehensive Plan. The proposed rezoning is also consistent with the purpose, intent, and requirements of the Comprehensive Plan and LDRs:

- The amendments are consistent with the City's goals to encourage the location and development of compact sustainable residential units near transit stops.
- The amendments are consistent with the Strategic Plan's goals of diversifying housing options and the expansion of jobs.
- The amendments are supported by and are consistent with the Comprehensive Plan and City Strategic Plan as described in the respective Comprehensive Plan and Strategic Plan Analysis sections of this report; and
- The FLUM amendment is supported by data and analysis prepared in accordance with the requirement of F.S. 163.3177 that provides relevant and appropriate data based the City's community goals and vision and consistency with level of service requirements.
- The Zoning Map amendment is consistent with the proposed FLUM amendment.

Additional background, history, and justification can be found in the attached documentation, including the advisory board staff report.

MOTION:

Move to approve/disapprove Ordinances No. 2023-18 (FLUM) on first reading and to schedule second reading and public hearing for the September 5, 2023.

Move to approve/disapprove Ordinances No. 2023-17 (rezoning) on first reading and to schedule second reading and public hearing for the September 5, 2023.

ATTACHMENT(S):

Ordinance No. 2023-18 & 17
PZB Staff Report

ORDINANCE NO. 2023-18 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING THE CITY'S COMPREHENSIVE PLAN FUTURE LAND USE MAP THROUGH A SMALL SCALE MAP AMENDMENT FROM THE FUTURE LAND USE (FLU) DESIGNATION OF MIXED USE – EAST (MU-E) TO THE TRANSIT ORIENTED DEVELOPMENT (TOD) FLU DESIGNATION ON PROPERTY GENERALLY LOCATED AT THE NORTHWEST CORNER OF SOUTH DIXIE HIGHWAY AND 9TH AVENUE GENERALLY LOCATED AT 821 SOUTH DIXIE HIGHWAY, AND AS MORE PARTICULARLY DESCRIBED IN EXHIBIT A; PROVIDING THAT CONFLICTING ORDINANCES ARE REPEALED; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Florida Local Government Comprehensive Planning and Land Development Regulation Act, section 163.3220, *et seq.*, Florida Statutes, requires each municipality to adopt a comprehensive plan, including a future land use map and authorizes amendments to an adopted comprehensive plan; and

WHEREAS, this is a privately-initiated request for the property described in Exhibit A (the "Property") attached hereto and incorporated herein, for a small-scale map amendment to change the future land use designation of the property; and

WHEREAS, City staff has prepared and reviewed an amendment to the Future Land Use Map of the City's Comprehensive Plan to change the land use designations of the property described below from a City of Lake Worth Beach future land use designation of Mixed Use – East (MU-E) to a City future land use designation of Transit Oriented Development (TOD); and

WHEREAS, on August 2, 2023, the City Planning and Zoning Board, sitting as the duly constituted Local Planning Agency for the City, recommended approval of the Future Land Use Map Amendment to the Comprehensive Plan of the City; and

WHEREAS, the amendment qualifies and meets the criteria to be reviewed and approved as a small scale map amendment in accordance with section 163.3187, Florida Statutes; and

WHEREAS, the City Commission acknowledges that this Future Land Use Map Amendment is subject to the provisions of Section 163.3187, and 163.3189, Florida Statutes, and that the City shall maintain compliance with all provisions thereof; and

WHEREAS, the City has received public input and participation through hearings before the Local Planning Agency and the City Commission in accordance with Section 163.3181, Florida Statutes; and

WHEREAS, the City Commission has determined that the adoption of this Ordinance is in the best interest of the citizens and residents of the City of Lake Worth Beach.

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

Section 1. The foregoing recitals are hereby affirmed and ratified.

Section 2. The property of land more particularly described in **Exhibit A** is hereby designated Transit Oriented Development (TOD) on the City's Future Land Use Map in **Exhibit B**.

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. If any provision of this ordinance, or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable,

Section 5. The effective date of this small scale map amendment shall be thirty-one (31) days after the Department of Economic Opportunity notifies the City that the plan amendment package is complete. If timely challenged, this amendment does not become effective until the Department of Economic Opportunity or the Administration Commission enters a final order determining the adopted amendment to be in compliance..

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

Mayor Betty Resch
Vice Mayor Christopher McVoy
Commissioner Sarah Malega
Commissioner Kimberly Stokes
Commissioner Reinaldo Diaz

The Mayor thereupon declared this ordinance duly passed on first reading on the 15th day of August, 2023.

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

Mayor Betty Resch
Commissioner Sarah Malega
Commissioner Christopher McVoy
Commissioner Kimberly Stokes
Commissioner Reinaldo Diaz

The Mayor thereupon declared this ordinance duly passed on the ____ day of
____, 2023.

LAKE WORTH BEACH CITY COMMISSION

By: _____
Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

Exhibit A Property Location

Property Location: The subject parcel is generally located at the northwest corner of South Dixie Highway and 9th Avenue South as depicted in the map below and includes the following property control number: 38-43-44-21-15-253-0110

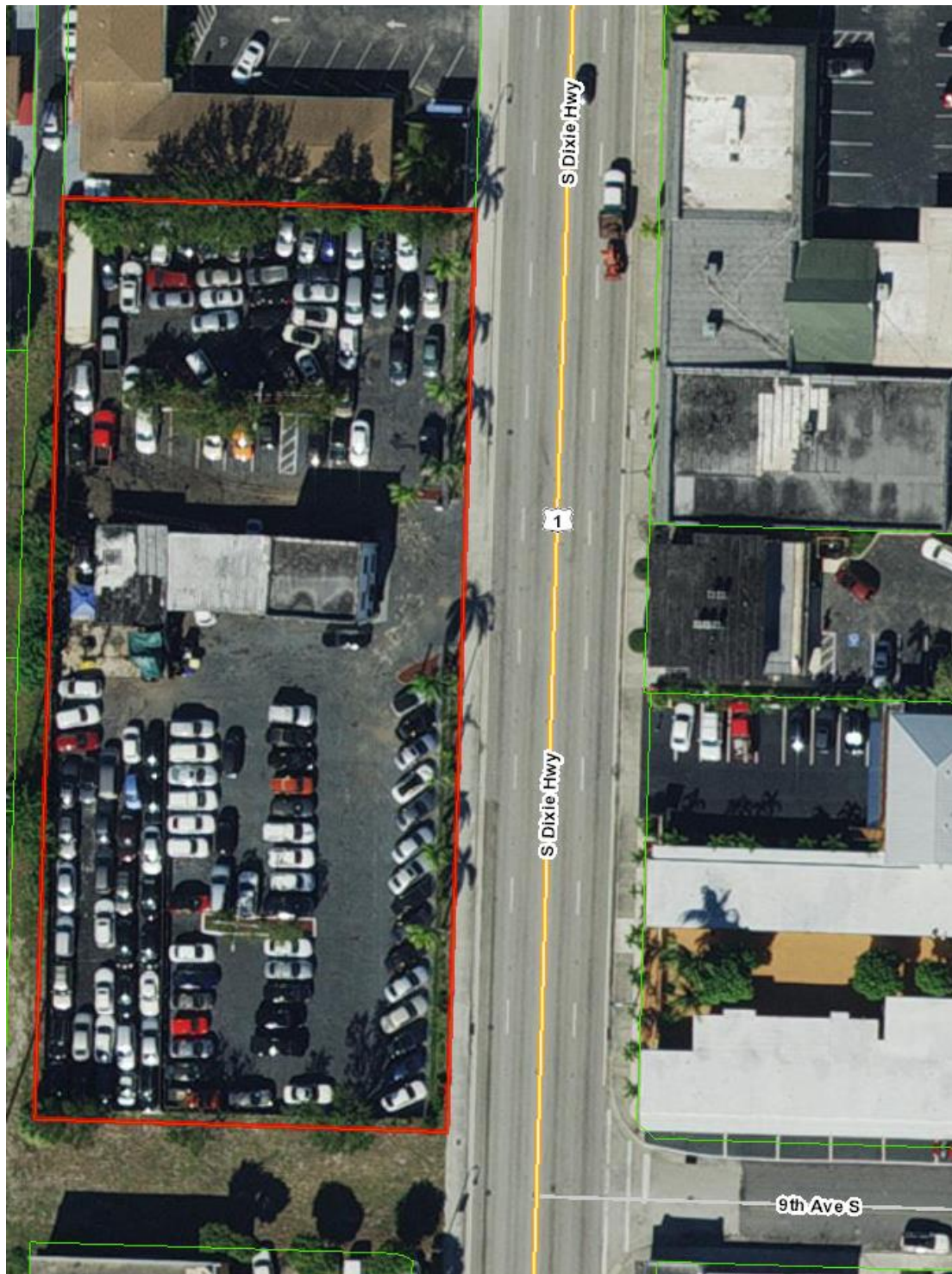
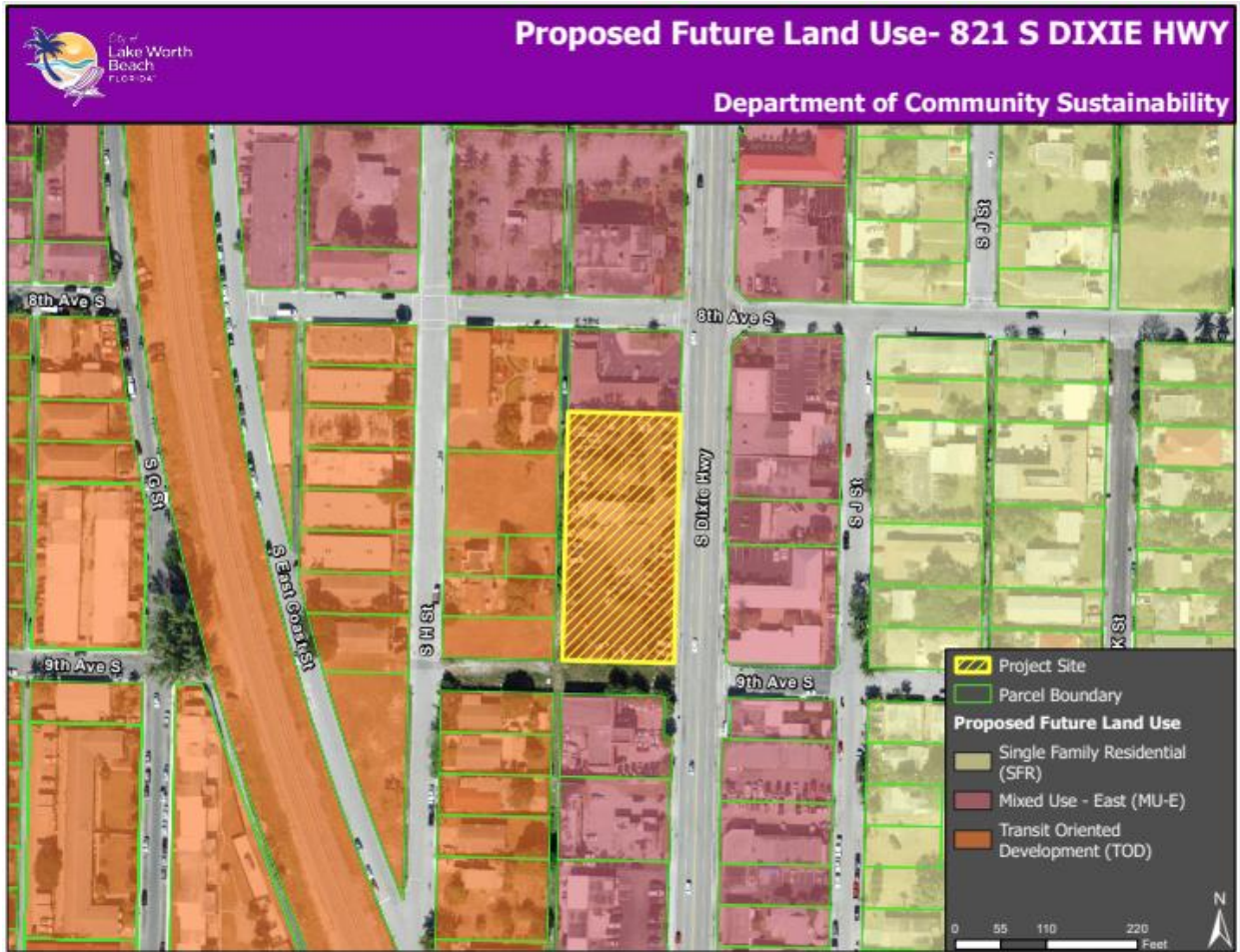


Exhibit B

Future Land Use Map (FLUM) Amendment

From: Mixed Use – East (MU-E)

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



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ORDINANCE NO. 2023-17 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING THE CITY’S OFFICIAL ZONING MAP FROM THE ZONING DISTRICT OF MIXED USE – DIXIE HIGHWAY (MU-DH) TO TRANSIT ORIENTED DEVELOPMENT – EAST (TOD-E) ON PROPERTY GENERALLY LOCATED AT THE NORTHWEST CORNER OF SOUTH DIXIE HIGHWAY AND 9TH AVENUE AT 821 SOUTH DIXIE HIGHWAY, AND AS MORE PARTICULARLY DESCRIBED IN EXHIBIT A; AND PROVIDED FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Lake Worth Beach, Florida, pursuant to the authority granted in Chapters 163 and 166, Florida Statutes, and the Land Development Regulations, as adopted by the City of Lake Worth Beach, is authorized and empowered to consider amending the City’s Official Zoning Map; and

WHEREAS, this is a privately-initiated request for a zoning map amendment to change the zoning district of the property as more particularly described in Exhibit A attached hereto and incorporated herein by reference (the “Property”); and

WHEREAS, City staff has prepared and reviewed an amendment to the City’s Official Zoning Map to change the zoning district of the property described below from Mixed Use – Dixie Highway (MU-DH) to Transit Oriented Development – East (TOD-E), pursuant to the City of Lake Worth Beach Land Development Regulations and Comprehensive Plan; and

WHEREAS, on August 2, 2023, the City Planning and Zoning Board, sitting as the duly constituted Local Planning Agency for the City, considered a concurrent future land use map (FLUM) amendment to the Transit Oriented Development (TOD) future land use;

WHEREAS, on August 2, 2023, the City Planning and Zoning Board, sitting as the duly constituted Local Planning Agency for the City, recommended approval of the subject zoning map amendment to the City’s Official Zoning Map; and

WHEREAS, the City has received public input and participation through hearings before the Local Planning Agency and the City Commission in accordance with Section 163.3181, Florida Statutes; and

WHEREAS, the City Commission has considered all of the testimony and evidence and has determined that rezoning meets the rezoning review criteria of the Land Development Regulations, Section 23.2-36 and is consistent with the City’s Comprehensive Plan and Strategic Plan.

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WHEREAS, the City Commission has considered all of the testimony and evidence and has determined that the adoption of this Ordinance is in the best interest of the citizens and residents of the City of Lake Worth Beach.

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

Section 1. The foregoing recitals are hereby affirmed and ratified.

Section 2. The parcel of land more particularly described in **Exhibit A** is hereby designated Transit Oriented Development – East (TOD-E) on the City’s Official Zoning Map.

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

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

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

Section 6. Effective Date. This ordinance shall become effective upon the same day as the concurrent Future Land Use Map amendment (Ordinance 2023-18). Per Florida Statute 163.3187. The Future Land Use Map amendment (Ordinance 2023-18) shall be effective 31 days after adoption provided there is no challenge.

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

- Mayor Betty Resch
- Vice Mayor Christopher McVoy
- Commissioner Sarah Malega
- Commissioner Kimberly Stokes
- Commissioner Reinaldo Diaz

The Mayor thereupon declared this ordinance duly passed on first reading on the 15th day of August, 2023.

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

96
97 Mayor Betty Resch
98 Vice Mayor Christopher McVoy
99 Commissioner Sarah Malega
100 Commissioner Kimberly Stokes
101 Commissioner Reinaldo Diaz

102
103 The Mayor thereupon declared this ordinance duly passed on the _____
104 day of _____, 2023.

105
106 LAKE WORTH BEACH CITY COMMISSION

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108
109 By: _____
110 Betty Resch, Mayor

111 ATTEST:

112
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114 _____
115 Melissa Ann Coyne, City Clerk

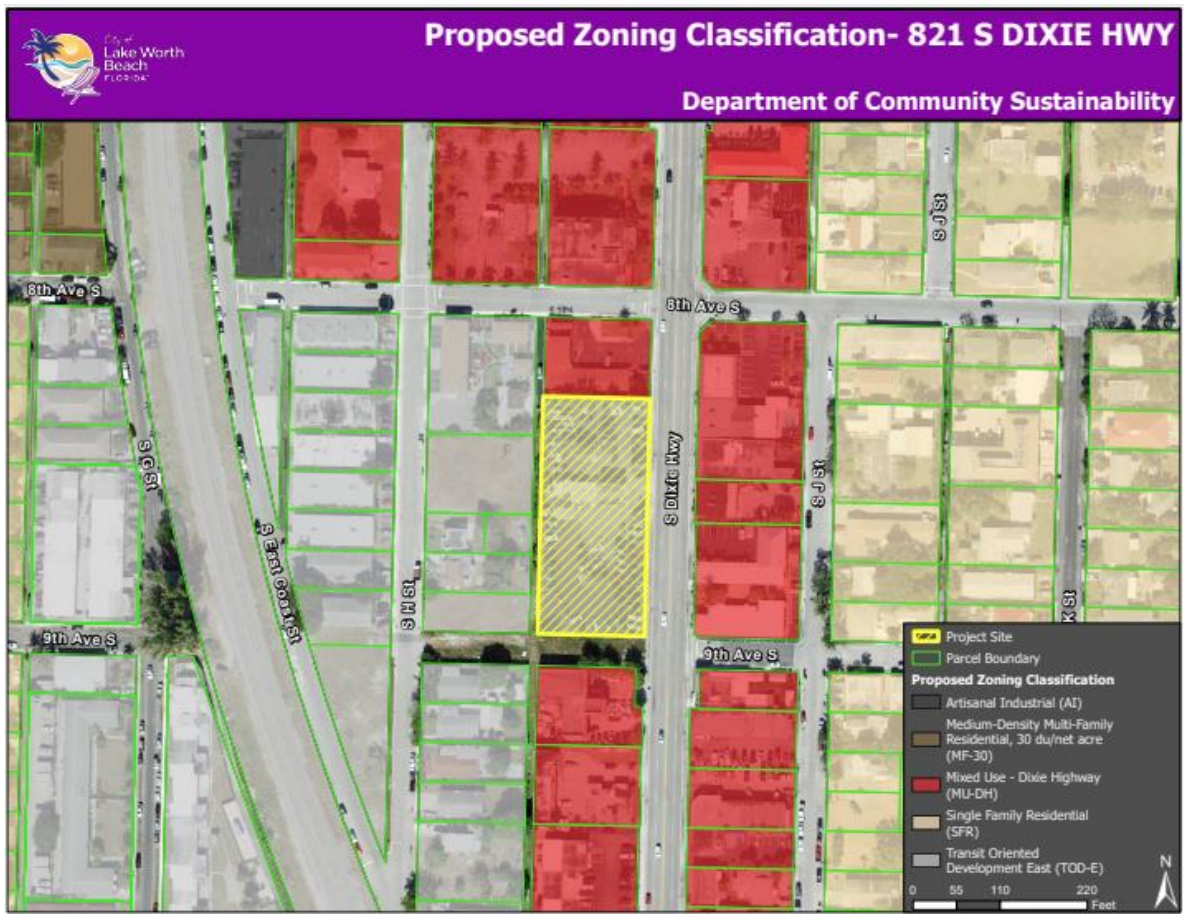
Exhibit A Property Location

Property Location: The subject parcel is generally located at the northwest corner of South Dixie Highway and 9th Avenue South as depicted in the map below and includes the following property control number: 38-43-44-21-15-253-0110



Exhibit B Amended Zoning District

Mixed Use – Dixie Highway (MU-DH) to Transit Oriented Development – East (TOD-E)



PLANNING AND ZONING BOARD REPORT

PZB 23-01000001 (Ordinance Numbers 2023-17 and 2023-18): Privately-initiated small-scale Future Land Use Map (FLUM) amendment and Zoning Map amendment (rezoning) for the project known as “Madison Terrace” located at 821 South Dixie Highway requesting:

- A FLUM amendment from the Mixed Use – East (MU-E) future land use to Transit Oriented Development (TOD) future land use
- A Rezoning from the Mixed Use – Dixie Highway (MU-DH) zoning district to the Transit Oriented Development – East (TOD-E) zoning district

Transmittal Date: July 26, 2023

Meeting Date: August 2, 2023

Property Owner: BUYERS CHOICE AUTO SALES

Address: 821 South Dixie Highway

PCN: 38-43-44-21-15-253-0110

Size: 0.9298 acres

General Location: Northwest corner of South Dixie Highway and 9th Avenue South

Existing Land Use: Auto Sales

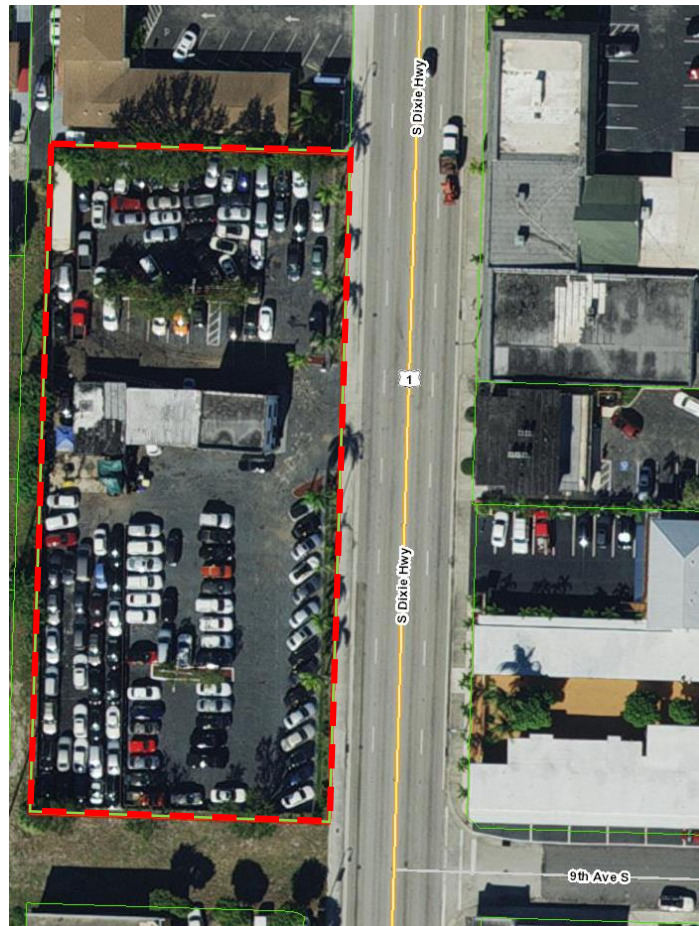
Current Future Land Use Designation: Mixed Use – East (MU-E)

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

Current Zoning District: Mixed Use – Dixie Highway (MU-DH)

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

Location Map



RECOMMENDATION

The data and analysis in support of the proposed FLUM amendment was prepared in accordance with F.S. 163.3177. The proposed FLUM amendment is consistent with the purpose, intent, and requirements of the Comprehensive Plan, including the level of service requirements and the Strategic Plan, and would facilitate the provision of affordable housing within the City. Therefore, staff recommends that the Planning and Zoning Board recommend to the City Commission to adopt the proposed small-scale FLUM amendment (**Ordinance 2023-18**).

The proposed rezoning is consistent with the Comprehensive Plan, Strategic Plan, and the guidelines and standards found in the City of Lake Worth Beach Land Development Regulations (LDRs). Therefore, staff recommends that the Planning and Zoning Board recommend to the City Commission to approve the proposed rezoning request (**Ordinance 2023-17**).

PROJECT DESCRIPTION

The proposed privately-initiated FLUM amendment would amend the FLU designation for approximately 0.9298 acres at 821 South Dixie Highway from the Mixed Use – East (MU-E) FLU to the Transit Oriented Development (TOD) FLU. The proposed concurrent rezoning request would amend the zoning district on the subject property from the Mixed Use – Dixie Highway (MU-DH) district to the Transit Oriented Development – East (TOD-E) district. The subject map amendments comprise a portion of the concurrently proposed Madison Terrace Planned Development, which would allow for the redevelopment of a total of 1.8134 acres with 176 affordable units that are income restricted. According to the applicant's justification statement, the project will be financed with low-income housing tax credits provided by the federal government. The project will be required to remain affordable housing for a period of at least 50 years. The rental rates are based on 80% of the Area Median Income (AMI). At least 10% of the units have "Extremely Low Income" ELI rental rates based on a maximum of 30% of the AMI. The average rental rate for all apartment units cannot exceed 60% of AMI. Furthermore, the amendments are supported by and are consistent with the Comprehensive Plan and City Strategic Plan as described in the respective Comprehensive Plan and Strategic Plan Analysis sections of this report for each request.

The data and analysis section of this staff report for the FLUM amendment was prepared in accordance with the requirements of F.S. 163.3177 and provides relevant and appropriate data based on the City's community goals and vision and consistency with the level of service requirements. The proposed FLUM amendment is eligible for processing as a small-scale future land use map amendment per F.S.163.3187. If adopted, the proposed amendment would be sent to the Florida Department of Economic Opportunity (DEO) upon adoption and become effective 31 days after adoption if not challenged within 30 days.

The data and analysis section of this staff report for the concurrent Zoning Map amendment analyzes the proposed request for consistency with the City's Comprehensive Plan, Strategic Plan, and LDR Section 23.2-36(4): Review Criteria for the Rezoning of Land.

COMMUNITY OUTREACH

Staff has not received any letters of support or opposition for this application. Per LDR Section 23.2-20, Public Neighborhood Meeting, *a public neighborhood meeting shall be required for all Planned Developments, Developments of Significant Impact, and Lake Worth Beach Community Redevelopment Agency sponsored new construction projects along the City's major thoroughfares as well as those utilizing the City's Sustainable Bonus Incentive Program, Transfer of Development Rights Program and/or Economic Investment Incentives.*

On June 28, 2023, the applicant held a meeting with neighborhood residents at 1121 Lucerne Avenue. Notices were mailed to all property owners within 400 ft of the project on June 9, 2023, and signs were placed on the property on June 9, 2023. There were twelve (12) attendees at the meeting. Residents asked questions about the project’s security features, site design, parking, the sustainable features of the project, and general questions about the units and how the property will be managed. The applicant also created a project webpage: <http://www.madisonterraceseniors.com/>

BACKGROUND

Although the proposed FLUM and Zoning Map amendments include only one (1) parcel, it will be unified with four (4) other parcels on South H Street (832 South H Street, 826 South H Street, 824 South H Street, 818 South Street) to create a residential planned development. The parcels on South H Street already have a Transit Oriented Development (TOD) FLU and Transit Oriented Development – East (TOD-E) zoning district designation. The combined project area will be 1.8134 acres, including approximately 0.1274 of abandoned rights-of-way. The residential planned development will propose 176 affordable dwelling units within the two (2), six (6)-story buildings. The project known as “Madison Terrace” will offer affordable age-restricted rentals. This residential planned development is being proposed concurrently with the FLU and rezoning requests. The project is also located within the boundaries of the Lake Worth Beach CRA.

FUTURE LAND USE MAP (FLUM) AMENDMENT ANALYSIS

The proposed Transit Oriented Development (TOD) FLU for the subject property is compatible with the Mixed Use – East and Transit Oriented Development FLU designations of surrounding properties. The following outlines the FLU designations for the adjacent areas:

- Future Land Use Map amendment for approximately 0.9298 acres from Mixed Use – East (MU-E) to Transit Oriented Development (TOD):

Subject Property FLU	Adjacent Direction	Adjacent Future Land Use	Existing Use
Existing: Mixed Use - East	North	Mixed Use - East	Motel
	South Across 9 th Ave S	Mixed Use - East	Auto Sales
Proposed: Transit Oriented Development	East Across S Dixie Hwy	Mixed Use - East	Motel, office, and store
	West Across alleyway	Transit Oriented Development	Vacant and single-family residential

The Transit Oriented Development FLU designation was established to promote compact, mixed-use development near proposed or existing transportation infrastructure to encourage diversity in the way people live, work and commute. The amendment will facilitate the site’s redevelopment as a residential planned development. Four (4) Palm Tran bus stops are located within 500 feet of the site. The use of this site as described will help the City of Lake Worth Beach achieve residential development near transit stops as envisioned in its Comprehensive Plan.

Consistency with the Comprehensive Plan

The proposed FLUM amendments are consistent and in support of the following associated Objectives and Policies of the City of Lake Worth Beach’s Comprehensive Plan. The underlined text emphasizes key concepts, strategies and objectives within these objectives and policies that are furthered by the subject amendments.

1. FUTURE LAND USE ELEMENT

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

Policy 1.1.2.10: Locational Criteria for the Transit Oriented Development Designations

TOD-E includes the area between Lucerne Avenue and 4th Avenue South flanking both sides of the FEC railway tracks; the area between 7th Avenue North and 11th Avenue North flanking both sides of the FEC railway tracks; and the area between 7th Avenue South and 10th Avenue South flanking both sides of the FEC railway tracks; and the area from Lake Worth Road north to 2nd Avenue North, and from I-95 and the railway tracks east to North A Street. The TOD-E locations have potential for future rail stations. The TOD-E district between Lucerne Avenue and 4th Avenue South is also envisioned to encourage arts, entertainment and cultural activities in the City.

Objective 1.3.4: To coordinate future land uses with availability of facilities and services.

3. HOUSING AND NEIGHBORHOODS ELEMENT

GOAL 3.1: To achieve a supply of housing that offers a variety of residential unit types and prices for current and anticipated homeowners and renters in all household income levels by the creation and/or preservation of a full range of quality housing units.

Objective 3.1.1: To upgrade the quality of existing housing and assure that new construction is of the highest possible quality while supporting the position that the city’s housing supply will be principally provided by the private sector.

Policy 3.1.2.1: Amendments to the zoning ordinance and other development regulations shall retain principles and criteria for guiding the location of adult congregate living facilities, group homes, housing for low and moderate income households, mobile homes, and foster homes in a manner consistent with State laws and more explicitly in conformity with Florida Statutes.

4. ECONOMIC DEVELOPMENT ELEMENT

Policy 11.1.2.3: The City shall allocate adequate commercial, industrial, and residential acreage through mechanisms such as zoning and land use plans to meet future needs of a diversified economy.

Consistency with the Strategic Plan

The proposed amendments further the City’s Strategic Plan which is committed to building a vibrant and diverse economy, planning thoughtfully for the future, and support the Strategic Pillars of Positioning Lake Worth Beach to be a competitive viable location of choice, Strengthening Lake Worth Beach as a “Community of Neighborhoods”, and Navigating towards a sustainable community.

Specifically, the proposed amendments are consistent with the following Strategic Plan Pillars:

Pillar II: Strengthening Lake Worth Beach as a ‘Community of Neighborhoods’

A: Diversify housing options.

Pillar IV: Navigating Towards a Sustainable Community

D: Influence the supply and expansion of jobs.

E: Ensure facility placement, construction and development that anticipates and embraces the future.

Level of Service Analysis

Pursuant to Chapter 163 of the Florida Statutes, any FLU amendment must be evaluated to determine if the proposed future land use will have a significant impact on the long-range level of service (LOS) for public facilities (i.e. drainage, potable water, wastewater, solid waste, parks, schools, and traffic) that service the property and the surrounding area. The LOS for public facilities is analyzed based on the maximum development potential for the existing and proposed FLU, and whether or not each public facility has capacity to accommodate any additional demands.

According to the City’s Comprehensive Plan, the maximum development potential change is for the existing Mixed Use – East FLU at 30 du/acre to the proposed Transit Oriented Development FLU at 60 du/acre resulting in an increase of 30 du/acre. The TOD FLU generates more service demands than the MU-E FLU. Analysis of the increased density (30 du/acre to 60 du/acre = 30 du/acre increase) on the long-range Level of Service (LOS) impacts concluded community facilities and services are available in the area to sustain the future demands and long-range LOS can be met with current and planned system capacities. However, it is important to note that the Live Local Act would allow for an increase in density to 45 units an acre without a Future Land Use Map amendment. The following table provides a LOS summary.

FLUM AMENDMENT LOS SUMMARY TABLE

Type of Facility:	Existing FLU Designations: (at 30 du/acre for Mixed Use - East)	Proposed FLU Designations: (at 60 du/acre for Transit Oriented Development)
Drainage	3-year, 1-hour storm duration, as recorded in the FDOT Drainage Manual IDF curves, current edition and fully contained onsite.	3-year, 1-hour storm duration Both FLU designations meet the 3 yr. – 1 hr. drainage LOS requirements. Site improvements will be required to provide drainage collection and conveyance systems to positive outfall.
Potable Water	105 gpcpd (gallons per capita per day). 105 gpcpd x 30 du/acre x 2.53 pph =7,969.5 gpcpd	105 gpcpd x 60 du/acre x 2.53 pph = 15,939 gpcpd Increase of 7,969.5 gpcpd The City facilities have available capacity to accommodate the increased demand.

Type of Facility:	Existing FLU Designations: (at 30 du/acre for Mixed Use - East)	Proposed FLU Designations: (at 60 du/acre for Transit Oriented Development)
Sanitary Sewer	<p>Collection and treatment of 100 gallons per capita per day at secondary treatment level, or 250 gallons per ERU per day.</p> <p>100 gpcd x 30 du/acre x 2.53 pph = 7,590 gpcpd</p>	<p>100 gpcd x 60 du/acre x 2.53 pph = 15,180 gpcpd Increase of 7,590 gpcpd</p> <p>The City facilities have available capacity to accommodate the increased demand.</p>
Solid Waste	<p>Collection and disposal of 6.5 pounds of solid waste per capita per day.</p> <p>6.5 lbs/pcd x 30 du/acre x 2.53 pph x 365 days/year/ 2,000 = 90 Tons/year</p>	<p>6.5 lbs/pcd x 60 du/acre x 2.53 pph x 365 days/year/ 2,000 = 180 Tons/year Increase of 90 Tons/year</p> <p>Solid waste pickup will be located on the property.</p> <p>The Solid Waste Authority has available capacity to accommodate the demand of the proposed facility.</p>
Parks	<p>2.5 acres of community parks for every 1,000 persons and 2.0 acres of neighborhood parks for every 1,000 persons</p> <p>0.9298 acres x 30 du/ac = 27.894 du/ac x 2.53 pph/du = 70.57 persons</p>	<p>0.9298 acres x 60 du/ac = 55.788 du/ac x 2.53 pph/du = 141.14 persons Increase of 27.894 du = Increase of 70.57 persons</p> <p>The proposed increase is not anticipated to have a significant impact on the parks within the City. Further, the City is planning to pursue a parks master plan in the next fiscal year.</p>
Schools	<p>30 du/acre x 0.9298 ac = 27.894 du</p>	<p>Reduction in impact to LOS for local schools</p> <p>School District has requested a condition of approval requiring a covenant for the proposed age restricted (55+) community.</p>
Traffic	<p>Roadway Level of Service (LOS)</p>	<p>All developments in PBC require review by the PBC Traffic Division for conformance with the PBC Traffic Performance Standards (TPS), which was enacted by the Board of County Commissioners (BCC) in 1990. Per the applicant's traffic study for the larger Madison Terrace planned development area, "A review of the links within the project's radius of development influence reveals that capacity is available to support the project and the project meets the requirements of the Palm Beach County Traffic Performance Standards."</p>

ZONING MAP AMENDMENT ANALYSIS

Consistency with the Comprehensive Plan and Strategic Plan

The subject property currently has a Future Land Use (FLU) designation of Mixed Use – East (MU-E). Per **Comprehensive Plan Future Land Use Element Policy 1.1.1.5**, the MU-E land use category “is intended to provide for a mixture of residential, office, service and commercial retail uses within specific areas east of I-95, near or adjacent to the central commercial core and major thoroughfares of the City. The maximum density of permitted residential development is 30 dwelling units per acre.” The implementing zoning districts of the MU-E FLU are Mixed Use – Dixie Highway (MU-DH), Mixed Use – Federal Highway (MU-FH), and Mixed Use – East (MU-E). The intent is to change the zoning district of the property from Mixed Use – Dixie Highway (MU-DH) to Transit Oriented Development – East (TOD-E) with a concurrent FLUM change from the current Mixed Use – East (MU-E) future land use to Transit Oriented Development (TOD) future land use (FLU) to facilitate the redevelopment of the site. Approval of the rezoning request would allow the project known as “Madison Terrace” to construct a 176 dwelling unit multi-family development through a residential planned development. This use is consistent with the intent of the requested zoning district and future land use designation.

Additionally, the proposed changes to the property’s Zoning District and FLU Designation is consistent with **Future Land Use Element Policy 1.1.2.10 (Locational Criteria for the Transit Oriented Development Designations)** as this site is located near potential for sites for future rail stations. **Future Land Use Element Objective 1.2.2 states:** “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.” Approval of the rezoning request would allow for the redevelopment of the site as compact residential development with access to Palm Tran stations and would be in keeping with the intent of **Objective 1.2.2**.

The City’s Strategic Plan sets goals and ideals for the City’s future vision and lays out methods to achieve them. Pillar Two, Section A seeks to “Diversify housing options.” Approval of the rezoning will result in the construction of age-restricted affordable housing for senior-aged residents. Therefore, housing options in Lake Worth Beach will be further diversified. Additionally, the proposal, if approved, would be consistent with **Strategic Plan Pillar IV. D and E** influencing the supply and expansion of jobs, and ensuring facilities that anticipate and embrace the future.

Consistency with the City’s Land Development Regulations

Rezoning of the subject site will allow the expansion of the abutting Transit Oriented Development – East (TOD) zoning district. As a result, the property will be redevelopment with a multi-family project that offers access to Palm Tran bus stops within walking distance which is consistent with the intent of the TOD-E zoning district. The property is adjacent to a motel to the north, an auto-sales establishment to the south across South Dixie Highway, to motel, office, store uses to the east across South Dixie Highway, to single-family residential uses to the west across the alleyway.

The LDRs also require all rezoning requests with a concurrent Future Land Use Map (FLUM) Amendment be analyzed for consistency with the review criteria in Section 23.2-36(4). Staff’s full analysis of the review criteria is provided below. The analysis demonstrates that the proposed rezoning complies with the review criteria and that the required findings can be made in support of the rezoning.

Section 23.2-36(4): Review Criteria for the Rezoning of Land

The Department of Community Sustainability is tasked in the Code to review rezoning applications for consistency with the findings for granting rezoning applications in LDR Section 23.2-36 and to provide a recommendation for whether the application should be approved, approved with conditions, or denied.

At the hearing on the application, the Planning and Zoning Board or Historic Resources Preservation Board shall consider the rezoning/FLUM amendment application and request, the staff report including recommendations of staff, and shall receive testimony and information from the petitioner, the owner, city staff, and public comment. At the conclusion of the hearing, the Board shall make a recommendation on the rezoning/FLUM amendment request to the City Commission.

The land development regulations require all rezoning requests with a concurrent FLUM Amendment be analyzed for consistency with **Section 23.2-36(4)**. Staff has reviewed the rezoning against this section and has determined that the rezoning complies with the following review criteria:

a. Consistency: Whether the proposed rezoning amendment would be consistent with the purpose and intent of the applicable comprehensive plan policies, redevelopment plans, and land development regulations. Approvals of a request to rezone to a planned zoning district may include limitations or requirements imposed on the master plan in order to maintain such consistency.

Analysis: If the FLUM amendment and the rezoning are approved, the new TOD-E zoning district would be consistent with the purpose and intent of the TOD FLU designation. The rezoning request furthers the implementation of the City’s Comprehensive Plan with the proposed adoption of a zoning district that is consistent with the Transit Oriented Development future land use (FLU) designation on the subject site. Additionally, the proposed age-restricted multi-family development is consistent with both the TOD FLU designation and TOD-E zoning district. **Meets Criterion.**

b. Land use pattern. Whether the proposed FLUM amendment would be contrary to the established land use pattern, or would create an isolated land use classification unrelated to adjacent and nearby classifications, or would constitute a grant of special privilege to an individual property owner as contrasted with the protection of the public welfare. This factor is not intended to exclude FLUM amendments that would result in more desirable and sustainable growth for the community.

Analysis: The rezoning request will not be contrary or incompatible to the established land pattern, nor will it create an isolated zoning district unrelated to the adjacent and nearby classifications or constitute a grant of special privilege to the petitioner as contrasted with the protection of the public welfare. The proposed Transit Oriented Development - East zoning district is consistent with the proposed multi-family use of the property. Below is a table outlining the existing zoning and future land use designations of adjacent properties. **Meets Criterion.**

Subject Property FLU	Adjacent Direction	Adjacent Future Land Use Designations	Adjacent Zoning Districts	Existing Use
Existing: Mixed Use - East	North	Mixed Use - East	Mixed Use – Dixie Highway	Motel
	South Across 9 th Ave S	Mixed Use - East	Mixed Use – Dixie Highway	Auto Sales
Proposed: Transit Oriented Development	East Across S Dixie Hwy	Mixed Use - East	Mixed Use – Dixie Highway	Motel, office, and store
	West Across alleyway	Transit Oriented Development	Transit Oriented Development - East	Vacant and single-family residential

c. Sustainability: Whether the proposed rezoning would support the integration of a mix of land uses consistent with smart growth or sustainability initiatives, with an emphasis on 1) complementary land uses; 2) access to alternative modes of transportation; and 3) interconnectivity within the project and between adjacent properties.

Analysis: The rezoning request supports the integration of a mix of land uses consistent with smart growth and sustainability initiatives with an emphasis on complementary land uses. Approval of the rezoning request would facilitate the property's redevelopment into a multi-family site with access to transit stops. Further, the proposed rezoning would allow the City to benefit from increased efficiency and the proximity of residential uses to commercial properties. The uses immediately surrounding the properties are commercial and residential. Multi-family uses are considered complementary in function and nature to these uses. **Meets Criterion.**

d. Availability of public services/infrastructure: Requests for rezoning to planned zoning districts shall be subject to review pursuant to section 23.5-2.

Analysis: As outlined in the Level of Service (LOS) Analysis provided in this report, community facilities and services are available in the area to sustain the future demands and long-range LOS can be met with current and planned system capacities. **Meets Criterion.**

e. Compatibility: The application shall consider the following compatibility factors:

1. Whether the proposed FLUM amendment would be compatible with the current and future use of adjacent and nearby properties, or would negatively affect the property values of adjacent and nearby properties.

Analysis: The proposed Transit Oriented Development (TOD) FLU for the subject property is compatible with the Mixed Use – East (MU-E) and Transit Oriented Development (TOD) FLU designations of surrounding properties and will not affect the property values of the neighborhoods. Rezoning of the subject site and the land use change will be consistent with the proposed multi-family redevelopment of the site that is complimentary to the area and surrounding uses. **Meets Criterion.**

f. Direct community sustainability and economic development benefits: For rezoning involving rezoning to a planned zoning district, the review shall consider the economic benefits of the proposed amendment, specifically, whether the proposal would:

1. Further implementation of the city's economic development (CED) program;
2. Contribute to the enhancement and diversification of the city's tax base;
3. Respond to the current market demand or community needs or provide services or retail choices not locally available;
4. Create new employment opportunities for the residents, with pay at or above the county average hourly wage;
5. Represent innovative methods/technologies, especially those promoting sustainability;
6. Support more efficient and sustainable use of land resources in furtherance of overall community health, safety and general welfare;
7. Be complementary to existing uses, thus fostering synergy effects; and
8. Alleviate blight/economic obsolescence of the subject area.

Analysis: The project known as "Madison Terrace" will have several economic benefits for the community. Approval of the FLUM and rezoning requests would allow for the redevelopment of the site as compact residential development with access to Palm Tran stations. The proposed residential planned development will also result in the construction of age-restricted affordable housing for senior-aged residents. Therefore, housing options in Lake Worth Beach will be further diversified. **Meets Criterion.**

g. Economic development impact determination for conventional zoning districts: For rezoning to a conventional zoning district, the review shall consider whether the proposal would further the economic development program, and also determine whether the proposal would:

- A. Represent a potential decrease in the possible intensity of development, given the uses permitted in the proposed land use category; and
- B. Represent a potential decrease in the number of uses with high probable economic development benefits.

Analysis: The proposed rezoning to the TOD-E zoning district will not result in a decrease in development intensity of a public amenity for the neighborhood. The TOD-E zoning district offers an increase in density from the MU-DH zoning and will facilitate the City's goal of providing a variety of housing options. **Meets Criterion.**

h. Commercial and industrial land supply. The review shall consider whether the proposed FLUM amendment would reduce the amount of land available for commercial/industrial development. If such determination is made, the approval can be recommended under the following conditions:

1. The size, shape, and/or location of the property makes it unsuitable for commercial/industrial development; or
2. The proposed FLUM amendment provides substantiated evidence of satisfying at least four (4) of the direct economic development benefits listed in subparagraph "f" above; and
3. The proposed FLUM amendment would result in comparable or higher employment numbers, building size and valuation than the potential of existing land use designation.

Analysis: If approved, the proposed rezoning will not result in a reduction of land available for commercial development although a multi-family residential project is proposed. The proposed multi-family development will lead to job creation and economic benefits. Therefore, the change from MU-DH to TOD-E zoning district would maintain the opportunity for commercial development. **Meets Criterion.**

i. Alternative sites. Whether there are sites available elsewhere in the city in zoning districts which already allow the desired use.

Analysis: The purpose of the rezoning request is to enable sustainable compact development near transit stops. As such the proposed TOD-E rezoning is appropriate for the subject property. **Meets Criterion.**

j. A Master plan and site plan compliance with land development regulations. When master plan and site plan review are required pursuant to section 2.D.1.e. above, both shall comply with the requirements of the respective zoning district regulations of article III and the site development standards of section 23.2-32.

Analysis: The zoning analysis for the residential planned development was provided in a separate report. Based on the data and analysis in this report and the supporting materials by the applicant, the use is not anticipated to negatively impact adjacent residential property or have a negative impact on the commercial viability of neighboring commercial businesses. Further, the proposed site improvements are consistent with the City's LDR requirements. **Meets Criterion.**

The analysis has shown that the required findings can be made in support of the rezoning. Therefore, the proposed rezoning is consistent with the review criteria for rezoning as outlined in LDR Section 23.2-36.

CONCLUSION

The proposed FLUM amendment request is consistent with the purpose, intent, and requirements of the Comprehensive Plan. The proposed rezoning is also consistent with the purpose, intent, and requirements of the Comprehensive Plan and LDRs. Therefore, staff recommends that the Board recommend approval to the City Commission of both the FLUM

amendment and the Zoning Map amendment based on the data and analysis in this report and the findings summarized below:

- The amendments are consistent with the City's goals to encourage the location and development of compact sustainable residential units near transit stops.
- The amendments are consistent with the Strategic Plan's goals of diversifying housing options and the expansion of jobs.
- The amendments are supported by and are consistent with the Comprehensive Plan and City Strategic Plan as described in the respective Comprehensive Plan and Strategic Plan Analysis sections of this report; and
- The FLUM amendment is supported by data and analysis prepared in accordance with the requirement of F.S. 163.3177 that provides relevant and appropriate data based the City's community goals and vision and consistency with level of service requirements.
- The Zoning Map amendment is consistent with the proposed FLUM amendment.

BOARD POTENTIAL MOTION:

I MOVE TO RECOMMEND APPROVAL OF PZB PROJECT NUMBER PZB 23-01000001 (Ordinance Numbers 2023-17 and 2023-18) of the proposed amendments to the Future Land Use Map and the Zoning Map based on the data and analysis in the staff report and the testimony at the public hearing.

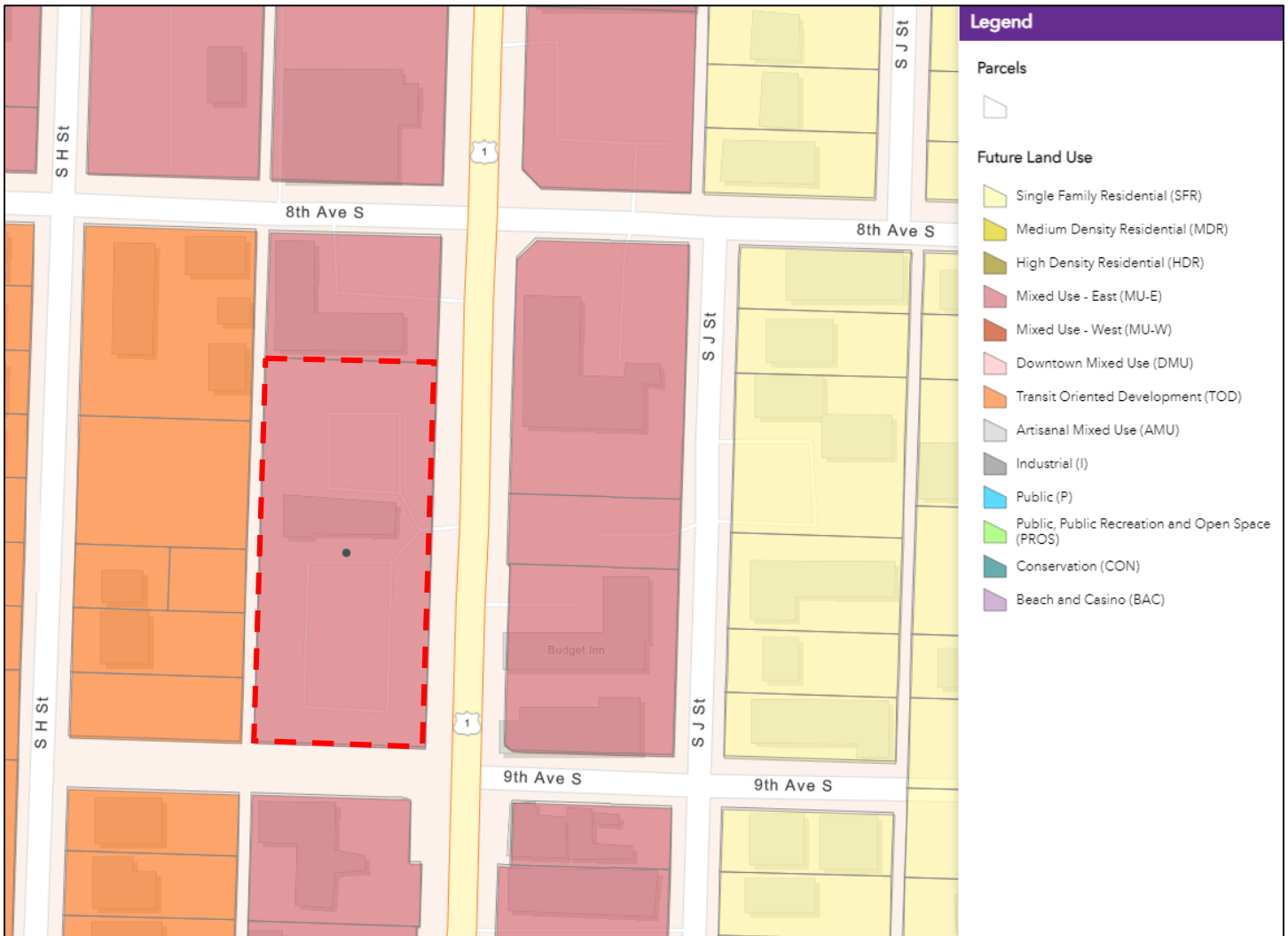
I MOVE TO NOT RECOMMEND APPROVAL OF PZB PROJECT NUMBER PZB 23-01000001 (Ordinance Numbers 2023-17 and 2023-18) of the proposed amendments to the Future Land Use Map and Zoning Map as the proposal is not consistent with the City's Comprehensive Plan and Strategic Plan for the following reasons [Board member please state reasons.]

Consequent Action: The Planning and Zoning Board will be making a recommendation to the City Commission on the FLUM and Zoning Map amendment requests.

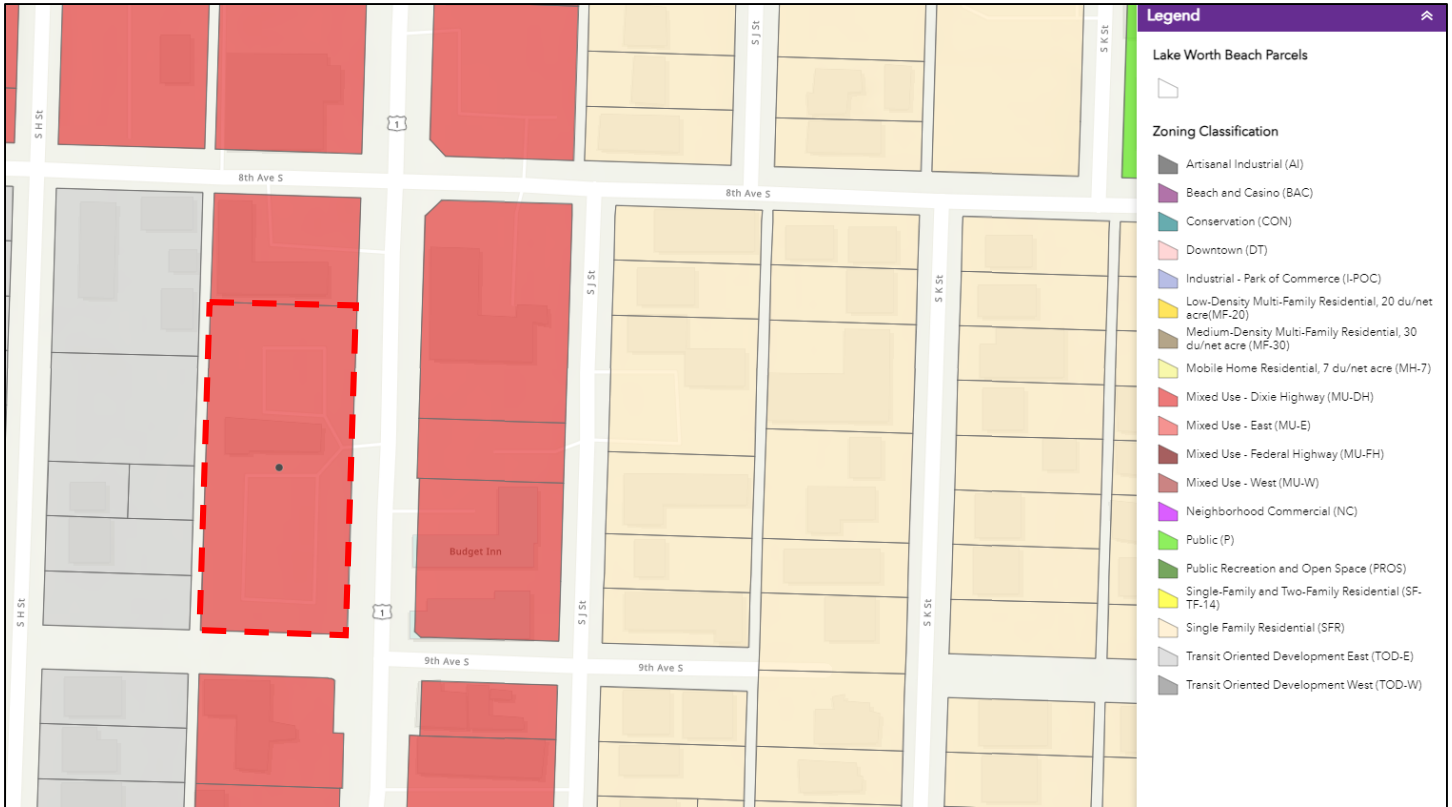
ATTACHMENTS

- A. Current FLU Map of property located at 821 South Dixie Highway
- B. Current Zoning Map of property located at 821 South Dixie Highway

ATTACHMENT A Current FLU Map of Subject Property



ATTACHMENT B CURRENT ZONING MAP



STAFF REPORT REGULAR MEETING

AGENDA DATE: August 15, 2023

DEPARTMENT: Community Sustainability

TITLE:

Ordinance 2023-16 - First Reading - Consideration of a Mixed Use Urban Planned Development (Residential Only), Development of Significant Impact, Major Site Plan, Conditional Use, Right-Of-Way Abandonment, Sustainable Bonus Incentive Program, Affordable/Workforce Housing Program, and Transfer of Development Rights for the project commonly referred to as "Madison Terrace"

SUMMARY:

The applicant, Madison Terrace, LLC, is requesting approval of the following for the project commonly referred to as "Madison Terrace":

- Mixed Use Urban Planned Development (Residential Only) to construct two (2), six (6)-story buildings with 176 dwelling units total.
- Development of Significant Impact to construct a residential development with more than 100 dwelling units.
- Major Site Plan to construct a residential development with more than 7,500 square feet.
- Conditional Use to establish a multi-family residential use greater than 7,500 square feet.
- Right-Of-Way Abandonment to vacate the 20-foot wide north half of 9th Avenue South and the abutting north-south alleyway bisecting the project location.
- Sustainable Bonus Program Incentive Program for additional density, intensity and height.
- Affordable/Workforce Housing Program for additional density, reduction in the gross area of dwelling units, and reduction of the required parking.
- Transfer of Development Rights for additional density and height.

According to the applicant's justification statement, the project will be financed with low-income housing tax credits provided by the federal government. The project will be required to remain affordable housing for a period of at least 50 years. The rental rates are based on 80% of the Area Median Income (AMI). At least 10% of the units have "Extremely Low Income" ELI rental rates based on a maximum of 30% of the AMI. The average rental rate for all apartment units cannot exceed 60% of AMI.

The site is configured with two (2), six (6)-story buildings with pedestrian entrances fronting South Dixie Highway. Parking is proposed on surface parking lots and on the ground floor of both buildings with vehicular ingress and egress from South H Street. The proposed building design is contemporary with art deco inspired detailing. The exterior finishes include corrugated metal panels, smooth and scored stucco, vertically-oriented windows, and art deco decorative parapet elements. Both buildings feature a flat roof and identical building designs. Overall, the building design is contemporary while honoring the art deco design which is one of Lake Worth Beach's prevailing architectural styles.

BACKGROUND AND JUSTIFICATION:

On June 28, 2023, the applicant held a meeting with neighborhood residents at 1121 Lucerne Avenue. Notices were mailed to all property owners within 400 ft of the project on June 9, 2023, and signs were placed on the property on June 9, 2023. There were twelve (12) attendees at the meeting. Residents asked questions about the project's security features, site design, parking, the sustainable features of the

project, and general questions about the units and how the property will be managed. The applicant also created a project webpage: <http://www.madisonterraceseniors.com/>

The **Planning and Zoning Board (PZB)** unanimously recommended approval to the City Commission of the proposed project at their August 2, 2023 meeting. The PZB also recommended to modify the conditions of approval to clarify the required improvements to the Phase II area of the project, if the construction of Phase I is completed prior to the issuance of a building permit for Phase II.

As outlined in the staff report, the proposed planned development meets all standards and requirements as outlined in the City's Land Development Regulations (LDRs) and Comprehensive Plan. Staff is seeking guidance from the City Commission with regard to the parking reduction request by the applicant. A total of 197 parking spaces are required with the 25% reduction from the Affordable/Workforce Housing Program. However, the applicant is requesting to reduce the total parking spaces to 123 parking spaces.

The Affordable/Workforce Housing Program also allows a reduction of unit size area of up to 15%. One-bedroom units are proposed with 576 square feet which represents a 4% reduction from the required 600 square feet.

Through the Sustainable Bonus Incentive Program, a 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 up to 26.25' (above the 30' base zoning district height maximum, up to 56.25' with 5 stories), a density of +/-75 units per acre (64 bonus units), and a floor area ratio (FAR) of 1.7. The floor area ratio requested is less than the maximum allowance permitted through as a planned development in the TOD-E zoning district. The total SBIP square footage of bonus area above the second floor is +/- 86,846.14 of which 36,014.55 has a bonus for both density and height. Therefore, the value of required improvements for the SBIP bonus areas are \$381,236.96 (50,831.59 sf X \$7.50 per sf), plus an additional \$540,218.18 (36,014.55 sf X \$15 per square foot). The total combined value of required improvements both areas \$921,455.14. The applicant has requested that the City Commission waive the requirement that 50% of the sustainable bonus incentive fee be paid to the City.

The proposed project has gained an additional 10 units per acre (18 units), an additional story (up to 6 stories), and an additional height of 10.08' (up to a maximum of 71.25', 66.33' is requested) as part of the transfer of development rights bonus. The total development rights cost for the additional 18 units with an average unit size of 562.77 sf. Therefore, the total TDR cost is \$151,947.90 (18 units X 562.77 X \$15 per square foot). The applicant is requesting that this fee is waived by the City Commission. Staff has proposed a condition of approval requiring the fee be paid to the City, or that the City Commission should provide direction if the fee is to be waived.

Staff is seeking direction from the City Commission regarding the requests to waive incentive fees, reduce parking, and increasing the development order expiration period to four (4) years (instead of three (3) years as specified in LDR Section 23.2-37). Additional background, history, and justification can be found in the attached documentation, including the advisory board staff report.

MOTION:

Move to approve/disapprove Ordinance No. 2023-16 on first reading and to schedule second reading and public hearing for the September 5, 2023.

ATTACHMENT(S):

PZB Staff Report
Supporting Documents

ORDINANCE NO. 2023-16 AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING THE OFFICIAL ZONING MAP BY APPROVING THE CREATION OF A RESIDENTIAL PLANNED DEVELOPMENT DISTRICT, LOCATED AT THE NW CORNER OF SOUTH DIXIE HIGHWAY AND 9TH AVENUE SOUTH TO CONSTRUCT TWO, SIX-STORY MULTI-FAMILY BUILDINGS, CONTAINING A TOTAL OF 176 DWELLING UNITS 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 DEVELOPMENT OF SIGNIFICANT IMPACT; APPROVING A CONDITIONAL USE PERMIT; APPROVING A HEIGHT, DENSITY, AND INTENSITY BONUS INCENTIVE THROUGH THE CITY'S SUSTAINABLE BONUS INCENTIVE PROGRAM, TRANSFER OF DEVELOPMENT RIGHTS PROGRAM, AND AFFORDABLE/WORKFORCE HOUSING PROGRAM; APPROVING A MAJOR SITE PLAN FOR THE DEVELOPMENT OF A RESIDENTIAL PLANNED DEVELOPMENT; APPROVING A RIGHT-OF-WAY ABANDONMENT; PROVIDING 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, Madison Terrace, LLC, (the applicant) has petitioned the City of Lake Worth Beach (the City) on behalf of the property owner Buyer's Choice Auto Sales, LLC, for creation of a Residential Planned Development District to allow for the construction of two, six-story multi-family buildings, containing 176 dwelling units (on a site located at the NW corner of South Dixie Highway and 9th Avenue South (PCNs 38-43-44-21-15-253-0110; 38-43-44-21-15-253-0040; 38-43-44-21-15-253-0032; 38-43-44-21-15-253-0020; and 38-43-44-21-15-253-0010) 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

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WHEREAS, the applicant requests use of the City's Sustainable Bonus Incentive Program, Transfer of Development Rights, and Affordable/Workforce Housing Program to allow for additional height, density and intensity 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 "Madison Terrace" and containing 176 residential units to be constructed on this site;

WHEREAS, on August xx, 2023, the Lake Worth Beach Planning and Zoning Board (PZB) considered the subject application for a Residential Planned Development, Development of Significant Impact, Major Site Plan, Conditional Use Permit, Right-Of-Way Abandonment, Sustainable Bonus Incentive Program, Affordable/Workforce Housing Program, and Transfer of Development Rights and recommended that the City Commission approve the creation of this residential planned development subject to specific district development standards and certain enumerated conditions; and

WHEREAS, on August xx, 2023, the City Commission voted to approve on first reading the subject application for a Residential Planned Development, Development of Significant Impact, Major Site Plan, Conditional Use Permit, Right-Of-Way Abandonment, Sustainable Bonus Incentive Program, Affordable/Workforce Housing Program, and Transfer of Development Rights subject to specific district development standards and enumerated conditions herein; and

WHEREAS, the City Commission has considered all of the testimony and evidence and has determined that a Residential Planned Development, Development of Significant Impact, Major Site Plan, Conditional Use Permit, Right-Of-Way Abandonment, Sustainable Bonus Incentive Program, Affordable/Workforce Housing Program, and Transfer of Development Rights including the development regulations and conditions, meets the requirements of the Land Development Regulations, Section 23.3-25.

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

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

Section 2. The Residential Planned Development District located within the TOD-E Zoning District with a future land use designation of TOD, as described more particularly in **Exhibit A**, is hereby approved. This approval includes the approval of the following elements to be known as the Master Development Plan: (a) Residential Planned Development; (b) Major Site Plan; (c) Sustainable Bonus Incentive Program; (d) Conditional Use Permit; (e) Transfer of Development Rights; (f) Affordable/Workforce Housing Program; (g) Right-Of-Way Abandonment (h) district development standards (**Exhibit B**); (i) conditions of approval (**Exhibit C**); (j) required plans including the site plan, landscape plan, and civil & drainage plans; (k) supplemental supporting documents, as well as all agreements, provisions and/or covenants which shall govern the use, maintenance, and continued protection of the residential planned development and any of

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its common areas or facilities. The applicant is bound to all elements and requirements of the Master Development Plan.

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

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

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

Section 6. Effective Date. This ordinance shall become effective ten (10) days after its final passage contingent on the final passage of Ordinances 2023-17 and 2023-18.

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

- Mayor Betty Resch
- Vice Mayor Christopher McVoy
- Commissioner Sarah Malega
- Commissioner Kimberly Stokes
- Commissioner Reinaldo Diaz

The Mayor thereupon declared this ordinance duly passed on first reading on the ____ day of _____, 2023.

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

- Mayor Betty Resch
- Vice Mayor Christopher McVoy
- Commissioner Sarah Malega
- Commissioner Kimberly Stokes
- Commissioner Reinaldo Diaz

The Mayor thereupon declared this ordinance duly passed on the _____ day of _____, 2022.

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LAKE WORTH BEACH CITY COMMISSION

By: _____
Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

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Exhibit A

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

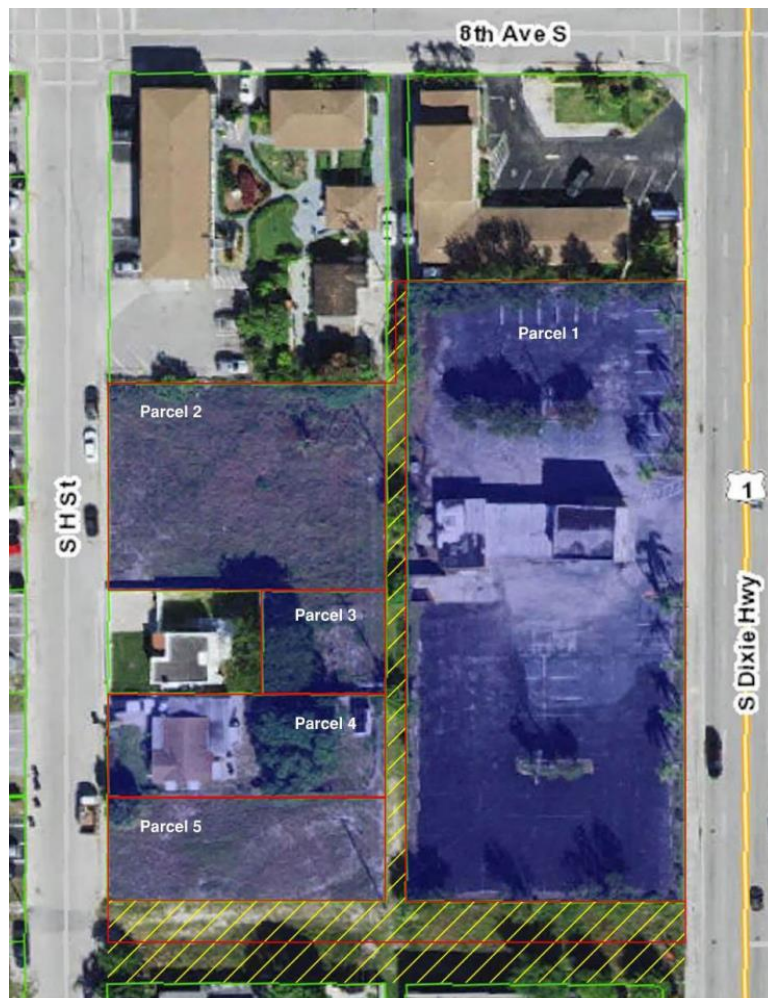
Address: 821 South Dixie Highway, 818 South H Street, 824 South H Street, 826 South H Street, and 832 South H Street

PCNs: 38-43-44-21-15-253-0110; 38-43-44-21-15-253-0040; 38-43-44-21-15-253-0032; 38-43-44-21-15-253-0020; and 38-43-44-21-15-253-0010


Size: 1.8134 acres


General Location: North of 9th Avenue South, with frontage on South Dixie Highway to the east and South H Street to the west

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



Map Legend

Vacated Rights of Way 

Outline of Property Included in Project 

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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)	Residential Planned Development in TOD-E w/ SBIP, A/WHP, and TDR	Provided
Lot Size (min) In square feet (sf)		13,000 sf	0.5 ac	1.8134 ac
Lot Width (min)		100'	100'	320' (including half of abandoned 9 th Ave S)
Setbacks	Front (min build-to line)	10'	10' Front façade for third story and above must have front setback of eight (8) to twelve (12) feet in addition to minimum.	18' South Dixie Highway 143* South H Street
	Rear (min)	N/A	N/A	N/A
	Street Side (min)	N/A	N/A	N/A
	Interior Side (min)	0'	0'	9'-0" North 10'-0" South

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Impermeable Surface Coverage (maximum)		65%	65%	65.78% (51,868 sf)**
Structure Coverage (max)		50%	50%	30.72% (24,220 sf)
Density (max)		40 du/acre (72 units)	97.75 du/acre (177 units) Section 23.3-25.b) and FLUE Table 1 & Policy 1.1.1.1	97.05 du/acre (176 units) Section 23.3-25.b) and FLUE Table 1 & Policy 1.1.1.1
Building Height (max)		30' (max. 2 stories)	71.25' (6 stories)	66'-4" (6 stories)
Maximum Wall Height at Side Setback		30'	71.25'	61'=4"
Floor Area Ratio (FAR) (max)		1.1	3.6437 Read Section 23.3-25.b) and FLUE Table 1 & Policy 1.1.1.1	1.7 (134,268 sf)
Living Area (minimum)	Studio	400 sf	400 sf	430 sf
	One-bedroom units	600 sf	600 sf	576 sf
Parking		8 Studios 168 1-Bedroom Total: 262 spaces	8 Studios 168 1-Bedroom Total: 197 spaces	123 Spaces

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Workforce/Affordable Housing	100% of Units
Is site in floodplain (Flood Zone / BFE), or in Wellfield Zone? Yes/No	Wellfield Zone 4

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-Exhibit C

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

Planning & Zoning

Incentive Programs Conditions of Approval

1. Fifty percent of the sustainable bonus fee shall be paid to the City within two years of approval, or prior to the issuance of the building permit, whichever comes first. Alternatively, the City Commission may approve to waive the fee.
2. The applicant shall provide qualifying sustainable bonus features equal to fifty percent of the sustainable bonus fee, or shall be required to pay the remaining portion of the fifty percent of the incentive value prior to the issuance of a certificate of occupancy.
3. The transfer of development rights fee shall be paid to the City within two years of approval, or prior to the issuance of the building permit, whichever comes first. Alternatively, the City Commission may approve to waive the fee.
4. Increase parking spaces on the project site to no fewer than a total of 197 parking spaces. This may be achieved with parking alternates such as bicycle racks as outlined in LDR Section 23.4-10. Alternatively, the City Commission may approve to waive this condition and allow a total of 123 parking spaces, as requested.
5. All units shall be restricted for affordable/workforce housing in accordance with the City's Affordable/Workforce Housing Program (or an alternative program that is as restrictive or more) prior to the issuance of a Certificate of Occupancy for the building.

Project Phasing Conditions of Approval

6. Phase one (1) improvements shall include all of the fencing and landscaping fronting South H Street. Additionally, fencing along side property lines may also be required during building permit review.
7. The temporary driveway for phase one (1) shall be constructed of compacted shellrock or another material approvable by the Palm Beach County Fire Rescue Department. Should Phase two (2) not begin construction within one (1) year of the certificate of occupancy being issued for Phase one (1), interim landscaping and permanent driveway shall be required. These improvements shall be requested through a minor site plan to be reviewed by staff, and the work shall be completed within one (1) year of the certificate of occupancy being issued for phase one (1).
8. If construction of Phase I is completed prior to the issuance of a building permit for Phase II, then all construction fencing and debris shall be removed from the Phase II area, and the Phase II area shall at minimum be sodded, and perimeter landscape screening shall be installed along the side property lines. The vacant lot (Phase II) shall be maintained in accordance with City requirements for property maintenance.
9. The final plat including the required easements shall be approved prior to the issuance of a Certificate of Occupancy.

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Site Conditions of Approval

10. The building facades fronting South H Street shall include murals to create visual interest. This public art shall be reviewed by both the Planning and Zoning Board and the CRA's LULA program prior to installation. The murals shall be approved and installed prior to the certificate of occupancy being issued for each phase.
11. Prior to the issuance of any building permits, a minor site plan shall be required to address the following:
 - a. Decrease the total impervious surface total to not exceed 65%. This can be achieved by increasing pervious areas and/or prosing additional semi-pervious surfaces.
 - b. Provide an updated tree survey that correctly identifies all existing trees including the diameter at breast height.
 - c. Provide a tree disposition plan.
 - d. Provide an updated landscape plan that provides the required six-inch replacement trees and the required five-foot buffer adjacent to the existing single-family residence including the required trees.
 - e. Submit an updated photometric plan demonstrating that the exterior lighting complies with dark sky lighting guidelines, including using fully shielded fixtures and LED lighting that has a color temperature of no more than 3000 Kelvins. www.darksky.org Specifically, the lighting fixtures shall be reviewed at building permit for consistency with the dark sky guidelines and the architecture of the buildings.
 - f. A designated delivery and/or ride share space shall be provided.
 - g. The dumpster enclosure material shall be reviewed for architectural consistency and for compliance with all applicable City requirements at building permit.
 - h. Wheel stops shall be provided when the parking spaces would encroach on landscape areas, walkways, accessible routes, and other rows of parking.
 - i. Update site data table errors.
12. Temporary fencing: Per LDR Section 23.4-4(j), 1. Screening details shall be submitted with the temporary construction fence permit application. Wind screening shall be substantial enough to avoid rips or tears due to wind or sun, and shall have no less than eighty-five (85) percent opacity. Screening shall be maintained in good condition at all times. Screening graphics shall be approved with a permit pursuant to the provisions of LDR Section 23.5-1; 2. Temporary construction fencing must be associated with an active building permit unless approved by the development review official in lieu of a permit. The development review official may require the removal of a temporary fence in absence of an active permit or for safety issues; and 3. Acceptable materials include screened chain link and any other permitted materials identified in LDR Section 23.4-4(c).
13. Prior to the issuance of a certificate of occupancy, documentation shall be submitted to the Department of Community Sustainability that the project qualifies at a minimum as a National Green Building Standard (NGSB) silver certification or equivalent certification to fulfill the City's project performance standards listed in LDR Section 23.2-31.

General Conditions of Approval

14. A restrictive covenant shall be recorded for the age-restricted units prior to the issuance of a Certificate of Occupancy for the buildings, or the developer shall pay to the PBC school district any required school concurrency fees.

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15. At building permit, documentation shall be submitted to demonstrate that the material utilized for the semi-pervious parking areas has a percolation rate of at least fifty (50) percent relative to the ground percolation rate.
16. Any code cases associated with the subject properties shall be resolved and any fines shall be paid prior to the issuance of building permits.
17. An address application shall be required to be submitted prior to application for building permit.
18. A video security system shall be required for the property.

Utilities (Water, Sewer & Stormwater)

1. A Utility Easement will need to be established for the abandoned alleyway. Utility easements are a minimum of 15 feet wide and should be centered over the existing water or sewer infrastructure to provide a minimum of 7 feet east of the Sanitary Sewer. (plat required)
2. Drainage calculations for sizing of the exfiltration trench and hydraulic conductivity number must be provided with building permit application.
3. Eastern gates cannot swing outward into the public right-of-way and must either swing inward or slide.
4. Please be advised that since there is currently no existing driveway access to the site from S Dixie Hwy, the applicant would need to apply for an FDOT driveway permit to establish a construction entrance on that roadway.
5. The following shall be addressed and plans shall be updated accordingly prior to the issuance of a building permit:
 - a. Location of the property line, right-of-way, proposed/existing easements, water courses and other essential features.
 - b. Provide a sedimentation and erosion control plan, including but not limited to: silt fence, inlet protection, filter socks, and truck wash driveways. Provide the public works details in the plan submittal.
 - c. NPDES compliance practices shall be provided for the project site.
 - d. Location of existing and proposed fire hydrants (or operational equivalents) within 250 feet of the proposed structure or structures.
 - e. Locate all underground piping
 - f. Site and Location of the conceptual sanitary sewer connections and air conditioning units. If there are appurtenances such as grease traps, these must be sized and shown in the site plan.
 - g. Water and sewer horizontal offset distances must be provided per the FDEP requirements.
 - h. All meter boxes, risers to DDCA & meter, and fire hydrants should be situated as close to the property line as possible in order to minimize the amount of easement dedication necessary.
 - i. Utility easements are a minimum of 15 feet wide. Combined Water and Sewer easement size will be determined by the department but not less than 23 feet wide.
 - j. Show asphalt restoration limits required for the utility work. Reference City standard details for trench repair.
 - k. Signed and sealed Drainage Calculations including statement regarding floodplain management provisions for water quality and quantity shall be provided to the City.
 - l. Provide geotechnical information for the determination of the hydraulic conductivity of the soil, and groundwater elevation.

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- m. Drainage Plan, prepared by a Registered Professional Engineer. The policy of the City is a property much retain the 3-year 1-hour storm event on site based on the runoff of the entire site area. This is equivalent to 2.6 inches of precipitation. Engineer shall provide calculations validating the retention and calculate the pre/post runoff rates to ensure there are no adverse effects to surrounding properties. The 100-year flood elevation shall be calculated and proposed structures finished floor shall be above the 100-year flood and/or 12-inches above the average crown of the adjacent roadway/s whichever is greater.
 - i. IF APPLICABLE: At time of engineering submittal provide a full drawing set the proposed drainage, Calculations, and any permits or permitting information from SFWMD and LWDD.
- n. Provide a cross section of the grading at each property line.
- o. Indicate vertical datum on all plan drawings with grades.
- p. Provide all applicable City of Lake Worth Beach details.
- q. Show water & sewer services, drainage structures, and stormmains on landscape plan. Confirm minimum spacing between landscape and services per Public Services Detail 23, Typical Tree with Root Barrier.
- r. Applicant to provide concurrence from FDOT on Access Management
- s. Provide final concurrence from Palm Beach County Traffic Engineering Division based on the traffic statement/analysis.
- t. Prior to building permit issuance, capacity fees for water and sewer must be paid in full in accordance with the current City Ordinance.
- u. Prior to Certificate of Occupancy, a Bill of Sale for the public utilities and easements must be dedicated for recording.

Public Works

1. SWPPP plan needs to be amended to include inlet protection for three locations. A copy of the original SWPPP is attached indicating locations. Specification for inlet protection need to be included in SWPPP.
2. The existing entrance to the property via Dixie Highway will need to be removed and new sidewalk installed to FDOT specifications. Plans will need to reflect this change and an FDOT ROW permit secured before issuance of a City permit. The location has been indicated on the attached survey.
3. The issuance of any permits shall comply with all provisions of the Lake Worth Municipal Code and all other applicable standards including but not limited to the Florida Department of Transportation (FDOT), Manual on Uniform Traffic Control Devices (MUTCD), and City of Lake Worth Public Works Construction Standards and Policy and Procedure Manual.
4. No Certificate of Occupancy shall be granted until all conditions of approval have been satisfied under jurisdiction of the Department of Public Works.
5. In the event of a legal challenge to this approval, 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 fund the costs of litigation, the city, at its discretion, may rescind this approval and revoke all permits issued.
6. Prior to the issuance of a building permit, contact the Lake Worth Drainage (LWDD) District's Engineering Department and obtain any required permit(s), if necessary, and furnish to the City. Prior to the issuance of a building permit, contact the South Florida Water Management District's (SFWMD) Engineering Department and obtain any required permit(s), if necessary.

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7. Prior to the issuance of a certificate of occupancy, 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.
8. Prior to the issuance of a building permit, submit an Erosion Control plan and indicate the BMP's and NPDES compliance practices.
9. Prior to the issuance of a Certificate of Occupancy, fine grade and sod all disturbed areas with bahia sod.
10. Prior to the issuance of a Certificate of Occupancy, broom sweep all areas of the affected right of way and remove of all silt and debris collected as a result of construction activity.
11. Prior to performing work in the right of way, apply for and receive issuance of a "Right of Way/Utility Permit" application.
12. Prior to the issuance of a Certificate of Occupancy, 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.

Electric Utility

1. Before or at the time of application for a Building Permit, provide the load calculation, voltage requirements and riser diagram. If a pad mount transformer will be requested, the location of the pad-mount transformers for the building shall be depicted on all plans, including the plans submitted for the required minor site plan. The transformer locations must be accessible to our vehicles, and must have 8-ft minimum clearance in front of them and 3-ft clearance to the side or rear, including landscaping. They also must not be under or inside any structure.
2. Before the issuance of a Building permit, if pad-mount transformer will be requested, provide to the City a 10-ft wide utility easement for the underground electric, transformers and other equipment that will need to be installed to provide power to this project.
3. Before the issuance of a Certificate of Occupancy, the utility easement must be recorded.
4. Show the location of the meter center on the site plan.
5. Developer will be responsible for installing their own lightning for the parking areas.
6. Developer will be responsible for the cost of Lake Worth Beach's materials and labor for this project.
7. Before the issuance of a Certificate of Occupancy (CO) a final electrical inspection must be done.

PLANNING AND ZONING BOARD REPORT

PZB Project Number 23-01000001 (Ordinance 2023-16): A request for a Mixed Use Urban Planned Development (Residential Only), Development of Significant Impact, Major Site Plan, Conditional Use, Right-Of-Way Abandonment, Sustainable Bonus Incentive Program, Affordable/Workforce Housing Program, and Transfer of Development Rights for the project commonly referred to as “Madison Terrace,” to construct two (2) mid-rise residential structures that are 6-stories in height with a total of 176 dwelling units.
Note: The data and analysis for the associated FLUM and rezoning of 821 South Dixie Highway is under a separate cover.

PZB Meeting Date: August 2, 2023*

Property Owner: Buyer’s Choice Auto Sales, LLC

Applicant: Madison Terrace, LLC

Address: 821 South Dixie Highway, 818 South H Street, 824 South H Street, 826 South H Street, and 832 South H Street

PCNs: 38-43-44-21-15-253-0110; 38-43-44-21-15-253-0040; 38-43-44-21-15-253-0032; 38-43-44-21-15-253-0020; and 38-43-44-21-15-253-0010

Size: 1.8134 acres (1.6186 acres of private property and 0.1274 of abandoned right-of-way)

General Location: North of 9th Avenue South, with frontage on South Dixie Highway to the east and South H Street to the west

Existing Land Use: Auto sales and single-family residential

Current Future Land Use Designation: Transit Oriented Development (TOD) & Mixed Use – East (MU-E)

Zoning District: Transit Oriented Development East (TOD-E) & Mixed Use – Dixie Highway (MU-DH)

* Staff Report revised on July 31, 2023

Location Map



Map Legend

Vacated Rights of Way

Outline of Property Included in Project



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 Residential Planned Development, Development of Significant Impact, Major Site Plan, Conditional Use, Right-Of-Way Abandonment, Sustainable Bonus Incentive Program, Affordable/Workforce Housing Program, and Transfer of Development Rights requests are 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 pages 11 to 15 of this report. However, staff is seeking guidance from the City Commission with regard to the parking reduction request by the applicant.

PROJECT DESCRIPTION

The applicant, Madison Terrace, LLC, is requesting approval of the following for the project commonly referred to as "Madison Terrace":

- **Mixed Use Urban Planned Development (Residential Only)** to construct two (2), six (6)-story buildings with 176 dwelling units total.
- **Development of Significant Impact** to construct a residential development with more than 100 dwelling units.
- **Major Site Plan** to construct a residential development with more than 7,500 square feet.
- **Conditional Use** to establish a multi-family residential use greater than 7,500 square feet.
- **Right-Of-Way Abandonment** to vacate the 20-foot wide north half of 9th Avenue South and the abutting north-south alleyway bisecting the project location.
- **Sustainable Bonus Program Incentive Program** for additional density, intensity and height.
- **Affordable/Workforce Housing Program** for additional density, reduction in the gross area of dwelling units, and reduction of the required parking.
- **Transfer of Development Rights** for additional density and height.

The applicant is proposing a multi-family development on a 1.8134-acre site with the purpose of providing affordable age-restricted apartments for senior-aged residents. The site is configured with two (2), six (6)-story buildings with pedestrian entrances fronting South Dixie Highway. Parking is proposed on surface parking lots and on the ground floor of both buildings with vehicular ingress and egress from South H Street.

The proposed building design is contemporary with art deco inspired detailing. The exterior finishes include corrugated metal panels, smooth and scored stucco, vertically-oriented windows, and art deco decorative parapet elements. Both buildings feature a flat roof and identical building designs. Overall, the building design is contemporary while honoring the art deco design which is one of Lake Worth Beach's prevailing architectural styles.

COMMUNITY OUTREACH

Staff has not received any letters of support or opposition for this application. Per LDR Section 23.2-20, Public Neighborhood Meeting, *a public neighborhood meeting shall be required for all Planned Developments, Developments of Significant Impact, and Lake Worth Beach Community Redevelopment Agency sponsored new construction projects along the City's major thoroughfares as well as those utilizing the City's Sustainable Bonus Incentive Program, Transfer of Development Rights Program and/or Economic Investment Incentives.*

On June 28, 2023, the applicant held a meeting with neighborhood residents at 1121 Lucerne Avenue. Notices were mailed to all property owners within 400 ft of the project on June 9, 2023, and signs were placed on the property on June 9, 2023. There were twelve (12) attendees at the meeting. Residents asked questions about the project's security features, site design, parking, the sustainable features of the project, and general questions about the units and how the property will be managed. The applicant also created a project webpage: <http://www.madisonterraceseniors.com/>

BACKGROUND

The project area includes five (5) properties: 821 South Dixie Highway, 818 South H Street, 824 South H Street, 826 South H Street, and 832 South H Street. Below is a summary of the property based on Palm Beach Property Appraiser's records and City records:

821 South Dixie Highway: The subject site is a 40,500 square foot commercial lot. The existing ±780 square foot building was constructed in 1946 and the existing ±600 square foot building was constructed in 1947. The existing use of the lot and structures is classified as Vehicle/Motorcycle/Moped/Motorscooter/Golfcart/Boat rentals and sales. The use is non-conforming as the property does not meet the minimum site area (2.50 acres) required for this use. However, as the subject property has had an active business tax receipt (BTR) for an Auto Dealer Over 20 Vehicles since 2002 and has been in continuous use based on the business license history, the non-conforming use may continue subject to the provisions in Section 23.5-3 Nonconformities. This property has an active code case (22-594). The violations are associated with the existing business "Happy Car Sales". Staff has added conditions of approval to require resolution of the code case and payment of any associated fees prior to submitting building permits for the subject project.

818 South H Street: The subject site is a 13,500 square foot vacant lot.

824 South H Street: The subject site is a 3,000 square foot vacant lot.

826 South H Street: The subject site is a 6,750 square foot residential lot. The existing ±1,210 square foot residence was constructed in 1950.

832 South H Street: The subject site is a 6,750 square foot vacant lot.

ANALYSIS

Consistency with the Comprehensive Plan and Strategic Plan

If the concurrent small-scale Future Land Use Map (FLUM) amendment and Zoning Map amendment (rezoning) for the property located at 821 South Dixie Highway is approved, the entire project area will have a Future Land Use (FLU) designation of Transit Oriented Development (TOD).

Per Policy 1.1.1.6, the TOD FLU is established to promote compact, mixed-use development near proposed or existing transportation infrastructure to encourage diversity in the way people live, work and commute. The 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. The implementing zoning districts for this category are TOD-E, TOD-W, SFR, MF-30, MU-DH, MF-20, MU-W, P, PROS, and AI.

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 Pilar IV of the Strategic Plan state that the City shall strengthen Lake Worth Beach as a community of neighborhoods and navigate 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 ensure facility placement, construction and development that anticipates and embraces the future. The proposed multi-family buildings and associated site improvements will contribute towards the City's Pillars II.A, II.B, IV.A, and IV.E of the Strategic Plan.

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 as it provides affordable age-restricted units in a multi-family project with amenities.

Consistency with the Land Development Regulations

The proposed application was reviewed for consistency with all applicable requirements in the City’s Land Development Regulations (LDR), including the district and planned development requirements. 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. The subject planned development is requesting to waive or relax several zoning district requirements including landscaping (a reduction in terminal landscape island width, elimination of required landscape strips between rows of parking, and a reduction of the landscape buffer width), setbacks (built-to line from South H Street) and a parking reduction. Through the Affordable/Workforce Housing Program the applicant is requesting to reduce the 1-bedroom unit size from 600 square feet to 576 square feet which is within the program’s allowable area reduction. The program also allows a parking reduction of up to 25%, provided that at least 1 parking space is provided per unit. The project requires 262 parking spaces, whereas a total of 123 spaces are proposed. The Affordable/Workforce Housing Program would only allow a reduction to 197 spaces. The applicant is requesting a further reduction through the waiver provisions of the proposed residential planned development.

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 table and topic area analysis below evaluate the proposed site features and the project’s compliance with the Code, and factoring in the Sustainable Bonus incentives, Planned Development incentives, Affordable/Workforce Housing Program, Transfer of Development Rights and the Comprehensive Plan maximums:

Development Standard		Base Zoning District Transit Oriented Development - East (TOD-E)	Residential Planned Development in TOD-E w/ SBIP, A/WHP, and TDR	Provided
Lot Size (min) In square feet (sf)		13,000 sf	0.5 ac	1.8134 ac
Lot Width (min)		100’	100’	320’ (including half of abandoned 9 th Ave S)
Setbacks	Front (min build-to line)	10’	10’ Front façade for third story and above must have front setback of eight (8) to twelve (12) feet in addition to minimum.	18’ South Dixie Highway 143* South H Street
	Rear (min)	N/A	N/A	N/A
	Street Side (min)	N/A	N/A	N/A
	Interior Side (min)	0’	0’	9’-0” North 10’-0” South

Impermeable Surface Coverage (maximum)		65%	65%	65.78% (51,868 sf)**
Structure Coverage (max)		50%	50%	30.72% (24,220 sf)
Density (max)		40 du/acre (72 units)	97.75 du/acre (177 units) Section 23.3-25.b) and FLUE Table 1 & Policy 1.1.1.1	97.05 du/acre (176 units) Section 23.3-25.b) and FLUE Table 1 & Policy 1.1.1.1
Building Height (max)		30' (max. 2 stories)	71.25' (6 stories)	66'-4" (6 stories)
Maximum Wall Height at Side Setback		30'	71.25'	61'-4"
Floor Area Ratio (FAR) (max)		1.1	3.6437 Read Section 23.3-25.b) and FLUE Table 1 & Policy 1.1.1.1	1.7 (134,268 sf)
Living Area (minimum)	Studio	400 sf	400 sf	430 sf
	One-bedroom units	600 sf	600 sf	576 sf
Parking		8 Studios 168 1-Bedroom Total: 262 spaces	8 Studios 168 1-Bedroom Total: 197 spaces	123 Spaces
Workforce/Affordable Housing		100% of Units		
Is site in floodplain (Flood Zone / BFE), or in Wellfield Zone? Yes/No		Wellfield Zone 4		

*** Per LDR Section 23.3-19(d)(4)(A)(3): A build-to line of 10' is required from rights-of-way, which can be increased to 18'. A waiver is being requested to allow a greater setback. Landscaping and fencing are being proposed along South H Street to help mitigate the property's appearance along the streetscape.**

**** Staff has added conditions of approval to decrease the total impervious surface total. This can be achieved by increasing pervious areas and/or proposing additional semi-pervious surfaces on the property.**

Affordable/Workforce Housing Program: The applicant has elected to opt into the program to utilize the unit size and parking reduction incentive. Tier Two requires that 15% of the total number of units for projects utilizing any City incentives or bonus programs be income restricted in accordance with the provisions in this ordinance.

Analysis: The applicant is proposing 176 dwelling units of which 100% will be income restricted. According the applicant's justification statement, the project will be financed with low-income housing tax credits provided by the federal government. The project will be required to remain affordable housing for a period of at least 50 years. The rental rates are based on 80% of the Area Median Income (AMI). At least 10% of the units have "Extremely Low Income" ELI rental rates based on a maximum of 30% of the AMI. The average rental rate for all apartment units cannot exceed 60% of AMI.

Staff has included conditions of approval that will require a restricted covenant that will maintain the project's level of affordable.

The Affordable/Workforce Housing Program allows a reduction of unit size area of up to 15%. One-bedroom units are proposed with 576 square feet which represents a 4% reduction from the required 600 square feet. The program allows a parking reduction of up to 25%, provided that at least 1 parking space is provided per unit. The project requires 262 parking spaces, whereas a total of 123 spaces are proposed. The Affordable/Workforce Housing Program would only allow a reduction to 197 spaces. The applicant is requesting a further reduction through the waiver provisions of the proposed residential planned development.

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 parking for the dwelling units was calculated as follows:

- 8 Studios (1.25 spaces per unit = 10 spaces)
- 168 1-Bedroom (1.5 spaces per unit = 252)

A total of 197 parking spaces are required with the 25% reduction from the Affordable/Workforce Housing Program. However, the applicant is requesting to reduce the total parking spaces to 123 parking spaces:

- 8 ADA off-street spaces
- 79 standard off-street spaces
- 26 compact off-street spaces
- 12 bicycle spaces (equal 3 off-street parking spaces)
- 8 motorcycle/scooter spaces (equal 4 off-street parking spaces)
- 3 on-street parking spaces

The applicant is proposing to utilize alternate spaces to fulfill their minimum parking requirement as permitted by LDR Section 23.4-10(l), which states that "alternate parking spaces including compact spaces shall count towards no more than twenty-five (25) percent of the overall site parking requirement." The maximum alternate spaces that can be applied to meet required parking for this development is 48 alternate spaces. The applicant is proposing 33 alternate parking spaces as outlined above.

The applicant has submitted examples of similar projects that were constructed in other Florida municipalities with reduced parking (included as an attachment). Staff has proposed a condition of approval requiring additional parking alternates to be provided, or that the City Commission should provide direction if the required parking is to be waived to the extent requested by the applicant.

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 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 Green Buttonwood, Dahoon Holly, Slash Pine and Live Oak trees with multiple native shrubs, grasses and groundcovers for the perimeter and 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 that was reviewed by staff who found the following deficiencies.

- Existing Royal Palms are misidentified a Queen Palms.
- Existing Green Buttonwood trees are misidentified as Oak trees and Bottle Brush Trees.
- Two existing trees that are in the northern parking lot island are not on the survey.

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. Although multiple trees are proposed to be removed from the site to facilitate the construction no mitigation is required due to onsite replacement. Since the two mango trees that are proposed to be removed are greater than 18 inches in diameter they must be replaced with trees that are at least 6 inches in diameter.

The Residential Planned Development includes three (3) landscape waivers: a reduction in terminal landscape island width, elimination of required landscape strips between rows of parking, and a reduction of the landscape buffer width.

- Landscape Islands: Per LDR Section 23.6-1(c)(3)(d): Each row of parking spaces shall be terminated by landscape islands with dimension of eight (8) feet in width, exclusive of curbs. The applicant is proposing terminal landscape islands with a reduced width of five (5) feet.
- Landscape Strips: Per LDR Section 23.6-1(c)(3)(e): Whenever parking tiers abut, they shall be separated by a minimum five-foot wide landscape strip. The applicant is proposing to eliminate these landscape strips where the external parking rows abut internal parking rows on the ground floor of the buildings. Staff has included a condition of approval to require wheel stops in these locations to prevent conflicts with parked cars.
- Landscape Buffers: Per LDR Section 23.6-1(c)(2)(c)(1): This landscape screen shall be located between the common lot line and the off-street parking area or other vehicular use area in a planting strip of not less than five (5) feet in width that is free of any vehicular encroachment, including car overhang. The applicant is proposing a reduced three (3) foot landscape buffer on an area that is approximately twenty (20) feet long, north of the property located at 822 South H Street.

Section 23.5-1- Signage: Signage is required to comply with the size and design requirements of LDR Section 23.5-1, *Signs*. Ground or monument signage are required to be depicted on both the site and landscape plans, and are reviewed for consistency with the sign code requirements and planned development at building permit.

Analysis: Two (2) freestanding monument signs are proposed. Per LDR Section 23.5-1(E)(5), a lot with frontage between 301-400 feet is permitted 150 square feet of signage. A maximum sign height of 8' is permitted with a minimum setback of 3'. Each sign has a height a height of 4', an area of 48 square feet, and is setback 5'. Therefore, the two (2) proposed monument signs are code compliant. No waivers are being requested for the signage.

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 in the west side of the project (fronting South H Street) was reviewed by Public Works, who determined that the dumpster was consistent with the size and screening requirements. The dumpster will be fully screened with fencing and landscaping. The dumpster enclosure material shall be further reviewed to ensure architectural consistency with the project.

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 and does not allow light trespass upon neighboring residential properties or districts in excess of 12.57 lumens. A

condition of approval has been provided requiring further review to ensure compliance with Dark Skies lighting recommendations and for consistency with the architecture of the buildings. Further, proposed fixtures shall be required to have a warm tone setting of 3000 K or less.

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. 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.**

Site Design Qualitative Standards Analysis (including vehicular use areas):

The site is configured with two (2), six (6)-story buildings with pedestrian entrances fronting South Dixie Highway. Parking is proposed on surface parking lots and on the ground floor of both buildings. Vehicular ingress and egress is proposed from South H Street. The site will include abandoned portions of abutting alleys and the north half of 9th Avenue South. The pedestrian and vehicular site circulation safely connects to the existing public right-of-way. Further, the site pedestrian circulation system is appropriately insulated from vehicular circulation. Adequate landscaping is proposed to screen the perimeter of the site and provide internal vegetation, these improvements are further discussed in the landscape section of this report.

The subject site is designated as Sub-Area 5 in the City’s Major Thoroughfare Design Guidelines. A contemporary industrial aesthetic is recommended in this area with aluminum, steel, masonry, and concrete exterior finishes. The proposed building design is contemporary with art deco inspired detailing. The exterior finishes include corrugated metal panels, smooth and scored stucco, vertically-oriented windows, and art deco decorative parapet elements. Both buildings feature a flat roof and identical building designs. Staff has concerns regarding the long expanses of blank façade along the rear elevation. A condition of approval was added to propose murals that will be reviewed by both the Planning and Zoning Board and the CRA's LULA program. This public art will create visual interest on the rear elevation that will help mitigate the lack of architectural features. Overall, the building design is contemporary while honoring the art deco design which is one of Lake Worth Beach’s prevailing architectural styles.

New Standards: On October 6, 2022, the City adopted new site design qualitative standards through Ordinance Number 2022-14. Madison Terrace is the first project to be reviewed against these standards since their adoption. According to the project narrative (included as an attachment) the project will satisfy the performance standards listed in LDR Section 23.2-31(c)(16) by acquiring a National Green Building Standard (NGSB) silver certification. The amenity requirement will be satisfied with a grand parlor, game room, activity room that will display artwork from local artists to encourage community pride and social interaction.

The applicant submitted a separate statement (included as an attachment) that explains how the planned development achieves sustainable qualities, values, and principles as listed in LDR Section 23.2-31(c)(17). The complete compliance analysis is provided in Attachment A.

The existing uses in the surrounding area are as follows:

Direction	Future Land Use	Zoning District	Existing Use
North	Mixed Use - East	Mixed Use – Dixie Highway	Motel
South	Mixed Use - East	Mixed Use – Dixie Highway	Auto Sales

Across 9 th Ave S			
East Across S Dixie Hwy	Mixed Use - East	Mixed Use – Dixie Highway	Motel, office, and store
West Across alleyway	Transit Oriented Development	Transit Oriented Development - East	Vacant and single-family residential

The proposed use and site improvements will not negatively affect the existing surrounding properties and uses. They are harmonious and compatible with the existing mixed-use and residential area.

Community Appearance Criteria:

The proposed development and associated site improvements represent a substantial improvement in the general appearance of the property by providing new landscape around the perimeter of the property, and new architecturally compatible buildings. The proposed architecture of the building is appropriate and in harmony with the surrounding area. Overall, the development proposal represents a substantial improvement in the visual appearance of the properties.

Development of Significant Impact (DSI)

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

Per LDR Section 23.2-35, a proposed DSI and any amendments to an approved DSI shall be reviewed and approved in accordance with the procedures and requirements for a Conditional Use Permit except that the City Commission shall be the decision maker and not the Planning and Zoning Board or the Historic Resources Preservation Board. The Conditional Use Permit criteria is outlined in the conditional use analysis in the subsequent section.

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 development 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 applicant is proposing multi-family buildings that do not utilize the maximum development potential. The buildings will be served by existing municipal services, including water, sewer, refuse, fire and police. The proposed associated site improvements would provide new landscaping and an improved condition of the parcels while providing new attainable housing options.

Sustainable Bonus Incentive Program

Per Policy 1.2.3.4 of the City’s Comprehensive Plan, a 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 up to 26.25’ (above the 30’ base zoning district height maximum, up to 56.25’ with 5 stories), a density of +/-75 units per acre (64 bonus units), and a floor area ratio (FAR) of 1.7. The floor area ratio requested is less than the maximum allowance permitted through a sustainable bonus incentive in a planned development in the TOD-E zoning district. The total SBIP square footage of bonus area above the second floor is +/- 86,846.14 of which 36,014.55 has a bonus for both density and height. Therefore, the value of required improvements for the SBIP bonus areas are \$381,236.96 (50,831.59

sf X \$7.50 per sf), plus an additional \$540,218.18 (36,014.55 sf X \$15 per square foot). The total combined value of required improvements both areas \$921,455.14. The applicant has requested that the City Commission waive the requirement that 50% of the sustainable bonus incentive fee be paid to the City.

The project will pursue Florida Green Building Certificate which will reduced the required improvements by 50% per LDR Section 23.2-33(D)(1)(b). A public amenity in the form of public open space is proposed fronting South Dixie Highway which counts towards the qualifying features of improvements. Also, 100% of the project will be affordable housing which exceeds the 15% minimum required by the Affordable/Workforce Housing Program which can count towards the SBIP incentive award.

The applicant is requesting that the 50% of the sustainable bonus incentive payment of \$460,727.57 be waived by the City Commission. Staff has proposed a condition of approval requiring 50% of the sustainable bonus incentive fee be paid to the City, or that the City Commission should provide direction regarding waiving the fee.

Transfer of Development Rights (TDR):

Section 23.3-25(g) establishes the city's Transfer of Development Rights program. Projects which utilize the Transfer of Development Rights program may obtain one additional story of no more than fifteen feet in height, an increase in overall density of ten units per acre, and an increase in overall floor area ratio (FAR) of ten percent. The rights are valued at a cost of \$15 per square foot, and are payed to the city in exchange for development rights on city-owned properties with a future land use designation of Public.

The proposed project has gained an additional 10 units per acre (18 units), an additional story (up to 6 stories), and an additional height of 10.08' (up to a maximum of 71.25', 66.33' is requested) as part of the transfer of development rights bonus. The total development rights cost for the additional 18 units with an average unit size of 562.77 sf. Therefore, the total TDR cost is \$151,947.90 (18 units X 562.77 X \$15 per square foot). The applicant is requesting that this fee is waived by the City Commission. Staff has proposed a condition of approval requiring the fee be paid to the City, or that the City Commission should provide direction if the fee is to be waived.

Below are the criteria projects must meet to qualify for the program.

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

Staff Analysis: The proposed project is a residential planned development which is a type of planned development.

Meets Criterion.

2. 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.

Staff Analysis: The proposed project has incorporated all of the density, height, and intensity bonuses available under the sustainable bonus program, and the receipt of the development rights will result in development beyond the sustainable bonuses as permitted by code. **Meets Criterion.**

Right of Way Abandonment

The proposal includes a right-of-way abandonment for the north-south 300 feet of the alley bisecting the project site (approximately 3,000 square feet). The north half of 9th Avenue South (running east-west 280 feet) is also proposed to be abandoned (approximately 5,600 square feet). The City Commission will consider this request concurrently with the residential planned development. At first reading, the City Commission will consider permission to advertise the proposed ROW abandonment and then will consider the ROW abandonment request. If approved, the portion of the alleyway and 9th Avenue South within the project site would be granted to the property owner. There are no objections

to the ROW abandonment from the Public Services Department or the City Engineer. The utilities department added conditions of approval to require utility easements in the abandoned rights-of-way. These easements shall be reflected in the re-plat of the property.

Project Phasing and Re-Plat

As depicted on the master development plan, the project will have two (2) phases. The phase lines will also match a subsequent re-plat of the project site into (2) parcels. Staff has added several conditions of approval to address concerns related to the phasing of the proposed. Conditions of approval have been proposed to extend phase one (1) improvements to include the fencing and landscaping on the northeast corner of the site fronting South H Street ensure the streetscape's beautification at the beginning of the project. A subsequent re-plat to create the two (2) parcels will be required prior to a certificate of occupancy for phase one (1). The re-plat will contain utility easements for the abandoned rights-of-way and cross-access easements to ensure both phases have accessed the project's parking, site features, and amenities. Staff has also included conditions that establish requirements should phase two (2) not be constructed. This includes provisions for finalizing the parking lot and providing additional landscaping.

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 residential planned development will be complimentary to the adjacent residential and commercial properties. The project will provide affordable units with access to public transportation. Further, the proposed improvements are consistent with the City's LDR requirements. Therefore, a recommendation of approval is provided to the PZB with the following conditions:

Planning & Zoning

Incentive Programs Conditions of Approval

1. Fifty percent of the sustainable bonus fee shall be paid to the City within two years of approval, or prior to the issuance of the building permit, whichever comes first. Alternatively, the City Commission may approve to waive the fee.
2. The applicant shall provide qualifying sustainable bonus features equal to fifty percent of the sustainable bonus fee, or shall be required to pay the remaining portion of the fifty percent of the incentive value prior to the issuance of a certificate of occupancy.
3. The transfer of development rights fee shall be paid to the City within two years of approval, or prior to the issuance of the building permit, whichever comes first. Alternatively, the City Commission may approve to waive the fee.
4. Increase parking spaces on the project site. This may be achieved with parking alternates such as bicycle racks as outlined in LDR Section 23.4-10. Alternatively, the City Commission may approve to waive this condition and allow a total of 123 parking spaces, as requested.
5. All units shall be restricted for affordable/workforce housing in accordance with the City's Affordable/Workforce Housing Program (or an alternative program as restrictive or more) prior to the issuance of a Certificate of Occupancy for the building.

Project Phasing Conditions of Approval

6. Phase one (1) improvements shall include all of the fencing and landscaping fronting South H Street. Additionally, fencing along side property lines may also be required during building permit review.
7. The temporary driveway for phase one (1) shall be constructed of compacted shellrock or another material approvable by the Palm Beach County Fire Rescue Department. Should Phase two (2) not begin construction within one (1) year of the certificate of occupancy being issued for Phase one (1), interim landscaping and a permanent driveway shall be required. These improvements shall be requested through a minor site plan to be reviewed by staff, and the work shall be completed within one (1) year.
8. Final plat approval is required prior to the issuance of a Certificate of Occupancy.

Site Conditions of Approval

1. The building facades fronting South H Street shall include murals to create visual interest. This public art shall be reviewed by both the Planning and Zoning Board and the CRA's LULA program prior to installation. The murals shall be approved and installed prior to the certificate of occupancy being issued for each phase.
2. Prior to the issuance of any building permits, a minor site plan shall be required to address the following:
 - a. Decrease the total impervious surface total to not exceed 65%. This can be achieved by increasing pervious areas and/or prosing additional semi-pervious surfaces.
 - b. Provide an updated tree survey that correctly identifies all existing trees including the diameter at breast height.
 - c. Provide a tree disposition plan.
 - d. Provide an updated landscape plan that provides the required six-inch replacement trees and the required five-foot buffer adjacent to the existing single-family residence including the required trees.
 - e. Submit an updated photometric plan demonstrating that the exterior lighting complies with dark sky lighting guidelines, including using fully shielded fixtures and led lighting that has a color temperature of no more than 3000 Kelvins. www.darksky.org. Specifically, the lighting fixtures shall be reviewed at building permit for consistency with the dark sky guidelines and the architecture of the buildings.
 - f. A designated delivery and/or ride share space shall be provided.
 - g. The dumpster enclosure material shall be reviewed for architectural consistency and for compliance with all applicable City requirements at building permit.
 - h. Wheel stops shall be provided when the parking spaces would encroach on landscape areas, walkways, accessible routes, and other rows of parking.
 - i. Updating site date table errors.
3. Temporary fencing: Per LDR Section 23.4-4(j), 1. Screening details shall be submitted with the temporary construction fence permit application. Wind screening shall be substantial enough to avoid rips or tears due to wind or sun, and shall have no less than eighty-five (85) percent opacity. Screening shall be maintained in good condition at all times. Screening graphics shall be approved with a permit pursuant to the provisions of section 23.5-1, signs, of the zoning and land development regulations of this Code; 2. Temporary construction fencing must be associated with an active building permit unless approved by the development review official in lieu of a permit. The development review official may require the removal of a temporary fence in absence of an active permit or for safety issues; and 3. Acceptable materials include screened chain link and any other permitted materials identified in section 23.4-4(c).
4. Prior to the issuance of a certificate of occupancy, documentation shall be submitted to the Department of Community Sustainability that the project qualifies at a minimum as a National Green Building Standard (NGSB) silver certification or equivalent certification to fulfill the City's project performance standards listed in LDR Section 23.2-31.

General Conditions of Approval

5. A restrictive covenant shall be recorded for the age-restricted units prior to the issuance of a Certificate of Occupancy for the buildings, or the developer shall pay to the PBC school district any required school concurrency fees.
6. At building permit, documentation shall be submitted to demonstrate that the material utilized for the semi-pervious parking areas has a percolation rate of at least fifty (50) percent relative to the ground percolation rate.
7. Any code cases associated with the subject properties shall be resolved and any fines shall be paid prior to the issuance of building permits.
8. An address application shall be required to be submitted prior to application for building permit.
9. A video security system shall be required for the property.

Utilities (Water, Sewer & Stormwater)

1. A Utility Easement will need to be established for the abandoned alleyway. Utility easements are a minimum of 15 feet wide and should be centered over the existing water or sewer infrastructure to provide a minimum of 7 feet east of the Sanitary Sewer.
2. Drainage calculations for sizing of the exfiltration trench and hydraulic conductivity number must be provided with building permit application.
3. Eastern gates cannot swing outward into the public right-of-way and must either swing inward or slide.
4. Please be advised that since there is currently no existing driveway access to the site from S Dixie Hwy, the applicant would need to apply for an FDOT driveway permit to establish a construction entrance on that roadway.
5. General utilities site plan comments:
6. Location of the property line, right-of-way, proposed/existing easements, water courses and other essential features.
7. Provide a sedimentation and erosion control plan, including but not limited to: silt fence, inlet protection, filter socks, and truck wash driveways. Provide the public works details in the plan submittal.
8. NPDES compliance practices shall be provided for the project site.
9. Location of existing and proposed fire hydrants (or operational equivalents) within 250 feet of the proposed structure or structures.
10. Locate all underground piping
11. Site and Location of the conceptual sanitary sewer connections and air conditioning units. If there are appurtenances such as grease traps, these must be sized and shown in the site plan.
12. Water and sewer horizontal offset distances must be provided per the FDEP requirements.
13. All meter boxes, risers to DDCA & meter, and fire hydrants should be situated as close to the property line as possible in order to minimize the amount of easement dedication necessary.
14. Utility easements are a minimum of 15 feet wide. Combined Water and Sewer easement size will be determined by the department but not less than 23 feet wide.
15. Show asphalt restoration limits required for the utility work. Reference City standard details for trench repair.
16. Signed and sealed Drainage Calculations including statement regarding floodplain management provisions for water quality and quantity shall be provided to the City.
17. Provide geotechnical information for the determination of the hydraulic conductivity of the soil, and groundwater elevation.
18. Drainage Plan, prepared by a Registered Professional Engineer. The policy of the City is a property must retain the 3-year 1-hour storm event on site based on the runoff of the entire site area. This is equivalent to 2.6 inches of precipitation. Engineer shall provide calculations validating the retention and calculate the pre/post runoff rates to ensure there are no adverse effects to surrounding properties. The 100-year flood elevation shall be calculated and proposed structures finished floor shall be above the 100-year flood and/or 12-inches above the average crown of the adjacent roadway/s whichever is greater.
19. IF APPLICABLE: At time of engineering submittal provide a full drawing set the proposed drainage, Calculations, and any permits or permitting information from SFWMD and LWDD.
20. Provide a cross section of the grading at each property line.
21. Indicate vertical datum on all plan drawings with grades.
22. Provide all applicable City of Lake Worth Beach details.
23. Show water & sewer services, drainage structures, and storm mains on landscape plan. Confirm minimum spacing between landscape and services per Public Services Detail 23, Typical Tree with Root Barrier.
24. Applicant to provide concurrence from FDOT on Access Management
25. Provide final concurrence from Palm Beach County Traffic Engineering Division based on the traffic statement/analysis.
26. Prior to building permit issuance, capacity fees for water and sewer must be paid in full in accordance with the current City Ordinance.

27. Prior to Certificate of Occupancy, a Bill of Sale for the public utilities and easements must be dedicated for recording.

Public Works

1. SWPPP plan needs to be amended to include inlet protection for three locations. A copy of the original SWPPP is attached indicating locations. Specification for inlet protection need to be included in SWPPP.
2. The existing entrance to the property via Dixie Highway will need to be removed and new sidewalk installed to FDOT specifications. Plans will need to reflect this change and an FDOT ROW permit secured before issuance of a City permit. The location has been indicated on the attached survey.
3. The issuance of any permits shall comply with all provisions of the Lake Worth Municipal Code and all other applicable standards including but not limited to the Florida Department of Transportation (FDOT), Manual on Uniform Traffic Control Devices (MUTCD), and City of Lake Worth Public Works Construction Standards and Policy and Procedure Manual.
4. No Certificate of Occupancy shall be granted until all conditions of approval have been satisfied under jurisdiction of the Department of Public Works.
5. In the event of a legal challenge to this approval, 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 fund the costs of litigation, the city, at its discretion, may rescind this approval and revoke all permits issued.
6. Prior to the issuance of a building permit, contact the Lake Worth Drainage (LWDD) District's Engineering Department and obtain any required permit(s), if necessary, and furnish to the City. Prior to the issuance of a building permit, contact the South Florida Water Management District's (SFWMD) Engineering Department and obtain any required permit(s), if necessary.
7. Prior to the issuance of a certificate of occupancy, 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.
8. Prior to the issuance of a building permit, submit an Erosion Control plan and indicate the BMP's and NPDES compliance practices.
9. Prior to the issuance of a Certificate of Occupancy, fine grade and sod all disturbed areas with bahia sod.
10. Prior to the issuance of a Certificate of Occupancy, broom sweep all areas of the affected right of way and remove of all silt and debris collected as a result of construction activity.
11. Prior to performing work in the right of way, apply for and receive issuance of a "Right of Way/Utility Permit" application.
12. Prior to the issuance of a Certificate of Occupancy, 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.

Electric Utility

1. Before or at the time of application for a Building Permit, Developer must provide the load calculation, voltage requirements and riser diagram. If a pad mount transformer will be requested, we will need to know the location of the pad-mount transformers for the building. The transformer locations must be accessible to our vehicles, and must have 8-ft minimum clearance in front of them and 3-ft clearance to the side or rear, including landscaping. They also must not be under or inside any structure.
2. Before the issuance of a Building permit, if pad-mount transformer will be requested, we will need a 10-ft wide utility easement for the underground electric, transformers and other equipment that will need to be installed to provide power to this project.
3. Before the issuance of a Certificate of Occupancy, the utility easement must be recorded.
4. Developer to show the location of the meter center on the site plan.
5. Developer will be responsible for installing their own lightning for the parking areas.

6. Developer will be responsible for the cost of Lake Worth Beach's materials and labor for this project.
7. Before the issuance of a Certificate of Occupancy (CO) a final electrical inspection must be done.

BOARD POTENTIAL MOTION:

I move to **recommend approval with conditions to the City Commission** of Ordinance 2023-16 for a Mixed Use Urban Planned Development (Residential Only), Development of Significant Impact, Major Site Plan, Conditional Use, Right-Of-Way Abandonment, Sustainable Bonus Incentive Program, Affordable/Workforce Housing Program, and Transfer of Development Rights to construct a 176 dwelling-unit multi-family residential development at the subject site 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 to the City Commission** of Ordinance 2023-16 for a Mixed Use Urban Planned Development (Residential Only), Development of Significant Impact, Major Site Plan, Conditional Use, Right-Of-Way Abandonment, Sustainable Bonus Incentive Program, Affordable/Workforce Housing Program, and Transfer of Development Rights to construct a 176 dwelling-unit multi-family residential development at the subject site. The project does not meet the conditional use criteria for the following reasons [Board member please state reasons.].

Consequent Action: *The Planning and Zoning Board will be making a recommendation to the City Commission for the subject requests.*

ATTACHMENTS

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

ATTACHMENT A – Qualitative Development Standards

Section 23.2-31(c) – Qualitative Development Standards	Analysis
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|---|------------------------------|
| <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> | <p>In compliance</p> |
| <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 as specified in chapter 12, health and sanitation, article V, 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.</p> | <p>Not Applicable</p> |
| <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> | <p>In compliance</p> |
| <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> | <p>In compliance</p> |
| <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> | <p>In compliance</p> |
| <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> | <p>In compliance</p> |
| <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> | <p>In compliance</p> |
| <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> | <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 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.* **In compliance**
- 10. Design of on-site public right-of-way (ROW).** *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.* **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 and complementary transition between districts. Building exteriors shall complement other buildings in the vicinity in size, scale, mass, bulk, height, rhythm of openings and character. Special 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**

<u>Section 23.2-31(d) - Qualitative Buildings, generally</u>	Analysis
<p><i>1. Buildings or structures which are part of a present or future group or complex shall have a unity of character, style, integrity and design. Their architectural style(s) shall be clearly expressed and detailed appropriately to vocabulary of the style(s) and be of high quality in terms of materials, craftsmanship and articulation. The relationship of building forms through the use, texture and color of material(s) 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, height, setback, massing and location on 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.</i></p>	In compliance
<p><i>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 and compatibility with the surroundings as is possible under the circumstances. The overall building fenestration, orientation, rhythm, height, setback, mass and bulk of an existing streetscape shall be respected. If a building is built in an undeveloped area, nine (9) primary requirements shall be met, including honest design construction, proper design concepts, appropriate use of high-quality materials, compatibility with</i></p>	In compliance

the overall character of the city, appreciation of location, respectful transition, activation of the streetscape, building form(s) following proposed function(s) and overall sustainability.

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. Facades shall have visual breaks every 75 feet at a minimum. The breaks shall be setbacks of either eight (8) inches or twelve (12) inches or more to create reveal lines or step backs on the façade and to add rhythm. Buildings in Lake Worth Beach typically have facades arranged in twenty-five-foot or fifty-foot increments. Breaks in facades also may be achieved through the use of differing but complementary and harmonious architectural styles. The massing elements of each façade shall have a height to width ratio approximating the golden ratio of 1.618, either vertically or horizontally.* **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 setback, floor to floor height, scale, mass, bulk, proportion, overall height, orientation, site planning, landscaping, materials, rhythm of solids to voids and architectural components including but not limited to porches, roof types, fenestration, entrances, and stylistic expression.* **In compliance**
5. *Look-alike buildings shall not be allowed unless, in the opinion of the reviewing entity, 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 reviewing entity, the aesthetics or the development depend upon, or are enhanced by the look-alike buildings and their relationship to each other.* **In compliance**
6. *Buildings, which are of symbolic design for reasons of advertising, unless otherwise compatible with the criteria herein, will not be approved by the reviewing entity. 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.* **In compliance**
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, fenestration 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* **Not applicable**

structure compatible with the main building, and where appropriate and feasible, should not be readily visible from off-premises.

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.* **In compliance**
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**
15. *All buildings shall address both the public right-of-way and improve the overall pedestrian experience through the inclusion of the following components:* **In compliance**
- a. Clearly articulated entrances,*
 - b. Expanses of fenestration at the ground level,*
 - c. Provision of shade through porches, awnings, galleries, arcades and/or loggias as well as other appropriate forms to the chosen architectural style(s),*
 - d. Integrated signage,*
 - e. Pedestrian scaled lighting,*
 - f. Buildings that define at least fifty (50) percent of the street frontage, and*
 - g. Openings that approximate a golden ratio of 1.618.*
16. *All new buildings of seven thousand five hundred (7,500) gross square feet or larger shall incorporate design principles, practices and performance standards to achieve the following through a project proforma description and analysis prepared by the developer and verified by an independent third party:* **In compliance as conditioned**
- a. Overall ten (10) percent reduction in greenhouse emissions over the life of the building as compared to industry standards,*
 - b. Overall ten (10) percent reduction in carbon footprint during construction and operation of the building as compared to industry standards,*
 - c. Overall twenty (20) percent reduction in refuse stream during construction and operation of the building as compared to industry standards,*
 - d. Overall utilization of at least twenty (20) percent recycled materials and/or materials that are recyclable,*
 - e. Overall twenty (20) percent reduction in water usage during operation of the building as compared to industry standards,*
 - f. Efficient use of natural resources through use reduction, reuse, reclamation, and recycling,*
 - g. Incorporation of design features and uses that support multi-modal transportation options,*
 - h. Incorporation of appropriate safety features to ensure the security and comfort of both occupants and visitors,*
 - i. Incorporation of amenities that are conducive to enhancing community pride and social interaction, and*
17. *In addition to the items enumerated above, all new planned developments shall strive to incorporate design elements, performance standards and/or specifications to enhance the public's awareness and appreciation of the community's commitment to the preservation and enhancement of the following sustainability qualities, values and principles:* **In compliance**

- a. Cultural resources,
- b. Historical resources,
- c. Ecological/natural resources,
- d. Diversity and inclusion,
- e. Social justice,
- f. Economic investment,
- g. Neighborhood vitality,
- h. Sense of place,
- i. Education, and
- j. Recreation.

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

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.* **In compliance**
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.* **In compliance**
4. *The proposed structure or project complies with this section and 23.2-29, Conditional Use Permits (CUP), as applicable.* **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
<i>1. The conditional use exactly as proposed at the location where proposed will be in harmony with the uses which, under these LDRs and the future land use element, are most likely to occur in the immediate area where located.</i>	In compliance
<i>2. The conditional use exactly as proposed at the location where proposed will be in harmony with existing uses in the immediate area where located.</i>	In compliance
<i>3. The conditional use exactly as proposed will not result in substantially less public benefit or greater harm than would result from use of the site for some use permitted by right or some other conditional use permitted on the site.</i>	In compliance
<i>4. The conditional use exactly as proposed will not result in more intensive development in advance of when such development is approved by the future land use element of the comprehensive plan.</i>	In compliance

Section 23.2-29(e) Specific findings for all conditional uses.	Analysis
<i>1. The proposed conditional use will not generate traffic volumes or movements which will result in a significant adverse impact or reduce the level of service provided on any street to a level lower than would result from a development permitted by right.</i>	In compliance
<i>2. The proposed conditional use will not result in a significantly greater amount of through traffic on local streets than would result from a development permitted by right and is appropriately located with respect to collector and arterial streets</i>	In compliance
<i>3. 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
<i>4. The proposed conditional use will be so located in relation to the thoroughfare system that neither extension nor enlargement nor any other alteration of that system in a manner resulting in higher net public cost or earlier incursion of public cost than would result from development permitted by right.</i>	In compliance
<i>5. The proposed conditional use will be so located in relation to water lines, sanitary sewers, storm sewers, surface drainage systems and other utility systems that neither extension nor enlargement nor any other alteration of such systems in a manner resulting in higher net public cost or earlier incursion of public cost than would result from development permitted by right.</i>	In compliance
<i>6. 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**

Architectural Plans



AA26004029
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 DM@DMARCHS.COM



1 FIRST FLOOR DIMENSION PLAN
 SCALE: 1/8" = 1'-0"

ISSUE HISTORY

No.	Description	Date
1	URBAN PLANNED DEVELOPMENT	5/24/23
2		
3		
4		

REVISION HISTORY

No.	Description	Date
1	CITY COMMENTS	6/21/23

PHASE 1

**MADISON
 TERRACE**

**FIRST FLOOR
 DIMENSION PLAN**

Project number	23-22
Date	
Drawn by	
Checked by	DAM

A111.1

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1 FIRST FLOOR DIMENSION PLAN
 SCALE: 1/8" = 1'-0"

ISSUE HISTORY

No.	Description	Date
1	URBAN PLANNED DEVELOPMENT	5/24/23
2		
3		
4		

REVISION HISTORY

No.	Description	Date
1	CITY COMMENTS	6/21/23

PHASE 2

**MADISON
 TERRACE**

**FIRST FLOOR
 DIMENSION PLAN**

Project number	23-22
Date	
Drawn by	
Checked by	DAM

A111.2

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1 SECOND FLOOR DIMENSION PLAN
 SCALE: 1/8" = 1'-0"

ISSUE HISTORY

No.	Description	Date
1	URBAN PLANNED DEVELOPMENT	5/24/23
2		
3		
4		

REVISION HISTORY

No.	Description	Date
1	CITY COMMENTS	6/21/23

PHASE 1 & 2

MADISON
 TERRACE

SECOND FLOOR
 DIMENSION PLAN

Project number	23-22
Date	
Drawn by	
Checked by	DAM

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1 THIRD FLOOR DIMENSION PLAN
 SCALE: 1/8" = 1'-0"

ISSUE HISTORY

No.	Description	Date
1	URBAN PLANNED DEVELOPMENT	5/24/23
2		
3		
4		

REVISION HISTORY

No.	Description	Date
1	CITY COMMENTS	6/21/23

PHASE 1 & 2

MADISON
 TERRACE

**THIRD FLOOR
 DIMENSION PLAN**

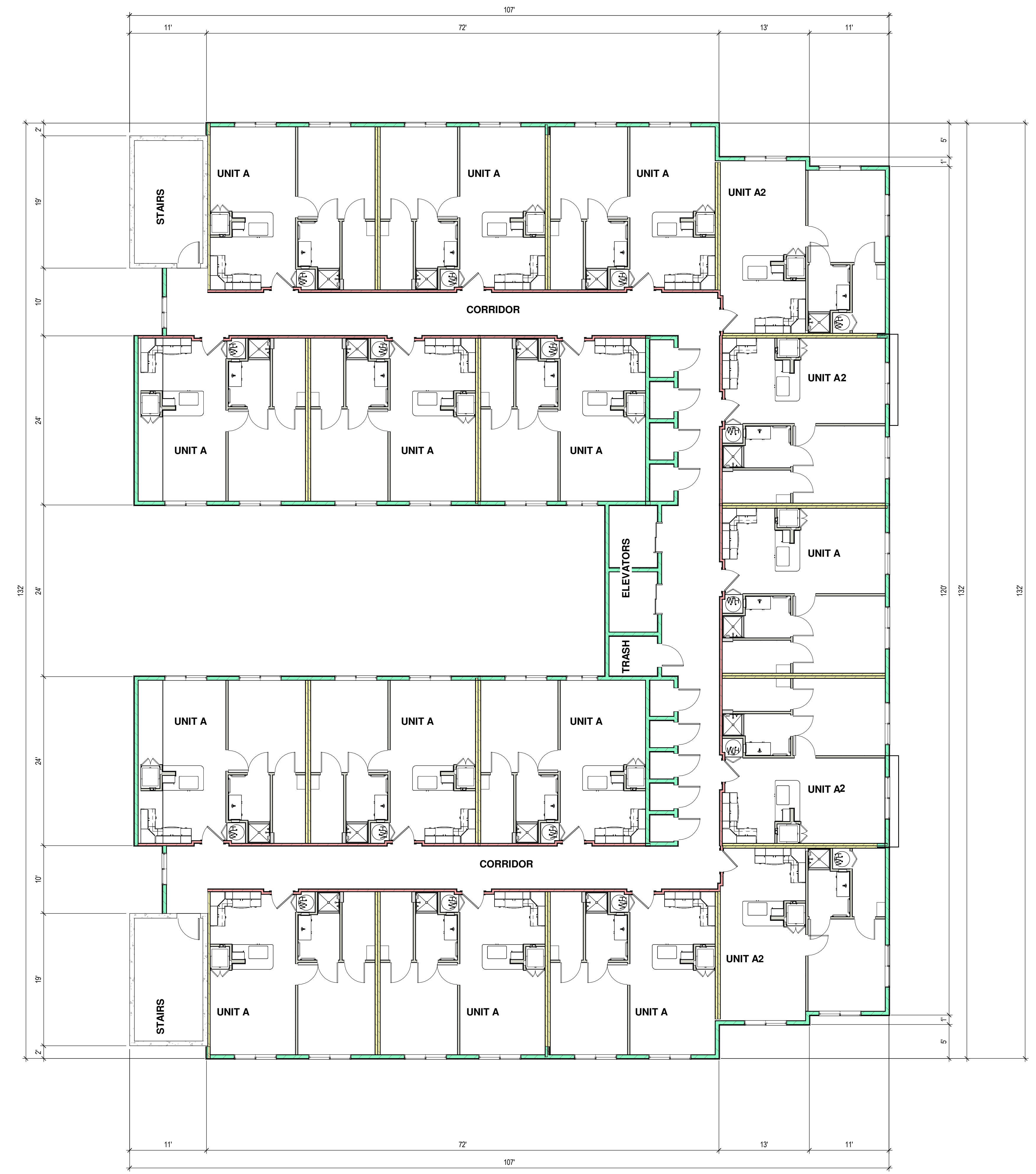
Project number	23-22
Date	
Drawn by	
Checked by	DAM

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① FOURTH FLOOR DIMENSION PLAN
 SCALE: 1/8" = 1'-0"

ISSUE HISTORY

No.	Description	Date
1	URBAN PLANNED DEVELOPMENT	5/24/23
2		
3		
4		

REVISION HISTORY

No.	Description	Date
1	CITY COMMENTS	6/21/23

PHASE 1 & 2

MADISON
 TERRACE

4TH FLOOR
 DIMENSION PLAN

Project number	23-22
Date	
Drawn by	
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① FIFTH FLOOR DIMENSION PLAN
SCALE: 1/8" = 1'-0"

ISSUE HISTORY

No.	Description	Date
1	URBAN PLANNED DEVELOPMENT	5/24/23
2		
3		
4		

REVISION HISTORY

No.	Description	Date
1	CITY COMMENTS	6/21/23

PHASE 1 & 2

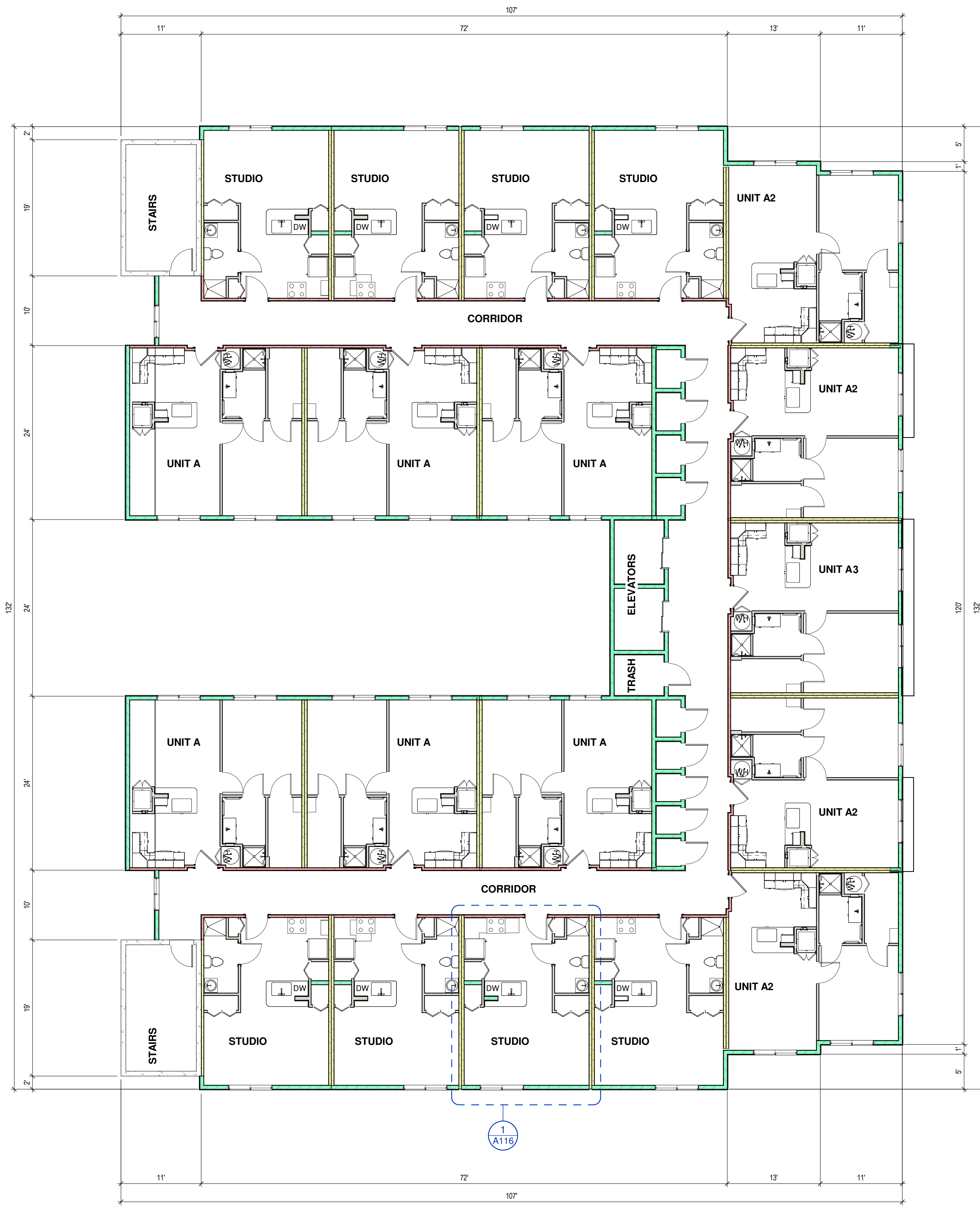
MADISON
TERRACE

5TH FLOOR
DIMENSION PLAN

Project number	23-22
Date	
Drawn by	
Checked by	DAM

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1 SIXTH FLOOR DIMENSION PLAN
SCALE: 1/8" = 1'-0"

ISSUE HISTORY

No.	Description	Date
1	URBAN PLANNED DEVELOPMENT	5/24/23
2		
3		
4		

REVISION HISTORY

No.	Description	Date
1	CITY COMMENTS	6/21/23

PHASE 1 MADISON TERRACE

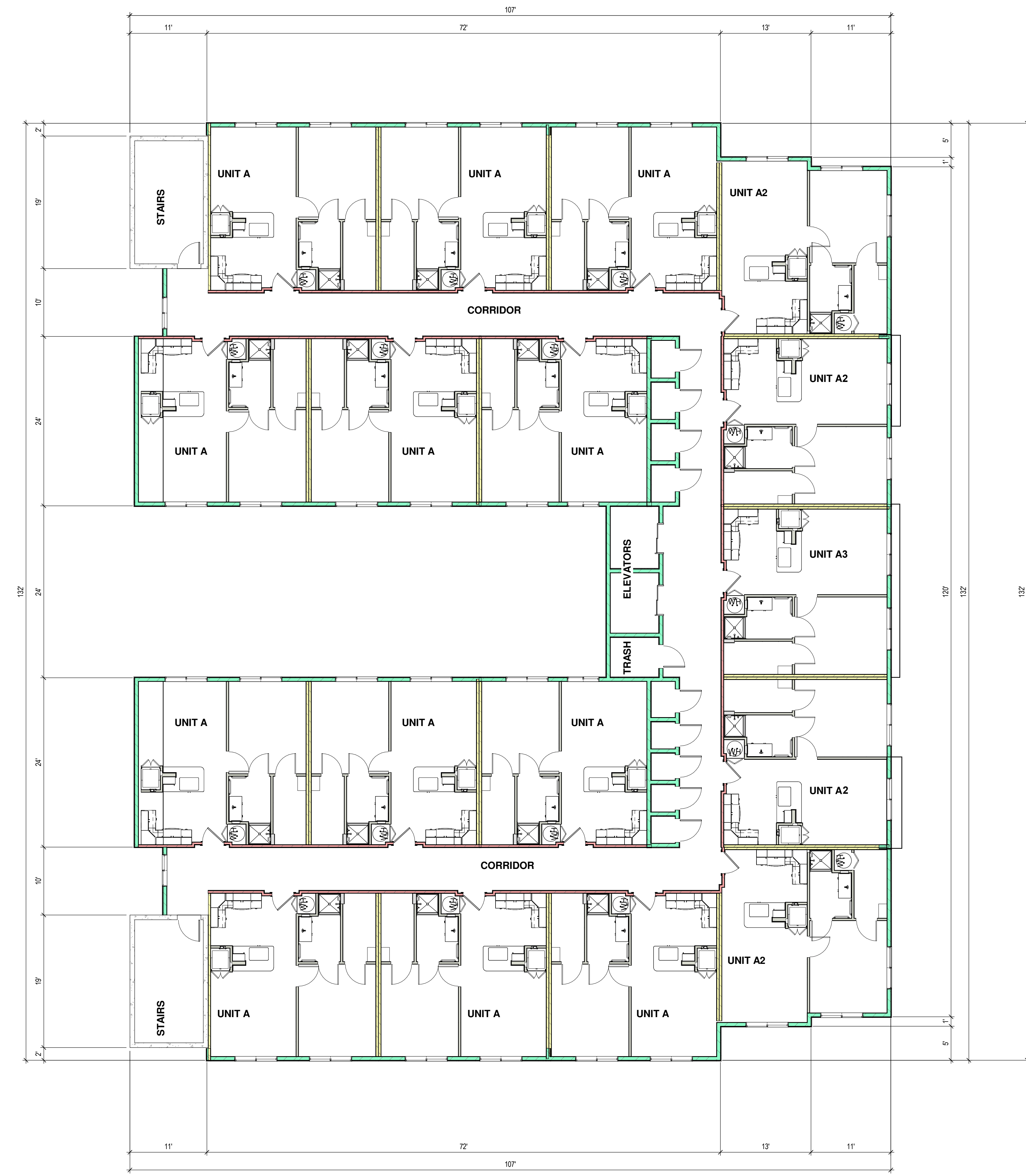
SIXTH FLOOR DIMENSION PLAN

Project number	23-22
Date	
Drawn by	
Checked by	DAM

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① SIXTH FLOOR DIMENSION PLAN
SCALE: 1/8" = 1'-0"

ISSUE HISTORY

No.	Description	Date
1	URBAN PLANNED DEVELOPMENT	5/24/23
2		
3		
4		

REVISION HISTORY

No.	Description	Date
1	CITY COMMENTS	6/21/23

PHASE 2

MADISON
TERRACE

6TH FLOOR DIMENSION PLAN

Project number	23-22
Date	
Drawn by	
Checked by	DAM

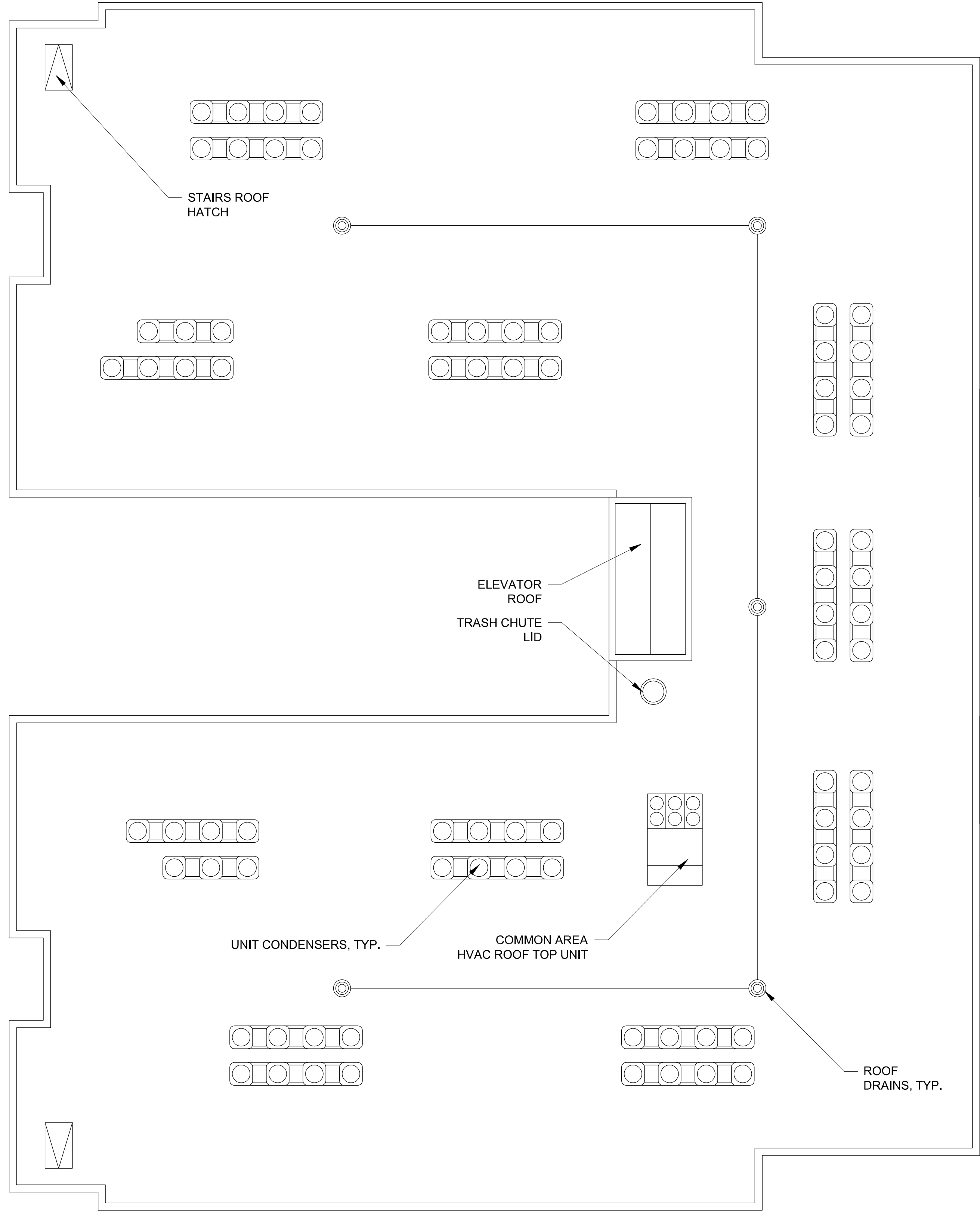
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1 ROOF PLAN
 SCALE: 1/8" = 1'-0"

ISSUE HISTORY

No.	Description	Date
1	URBAN PLANNED DEVELOPMENT	5/24/23

REVISION HISTORY

No.	Description	Date
1	CITY COMMENTS	6/21/23

PHASE 1 & 2

**MADISON
 TERRACE**

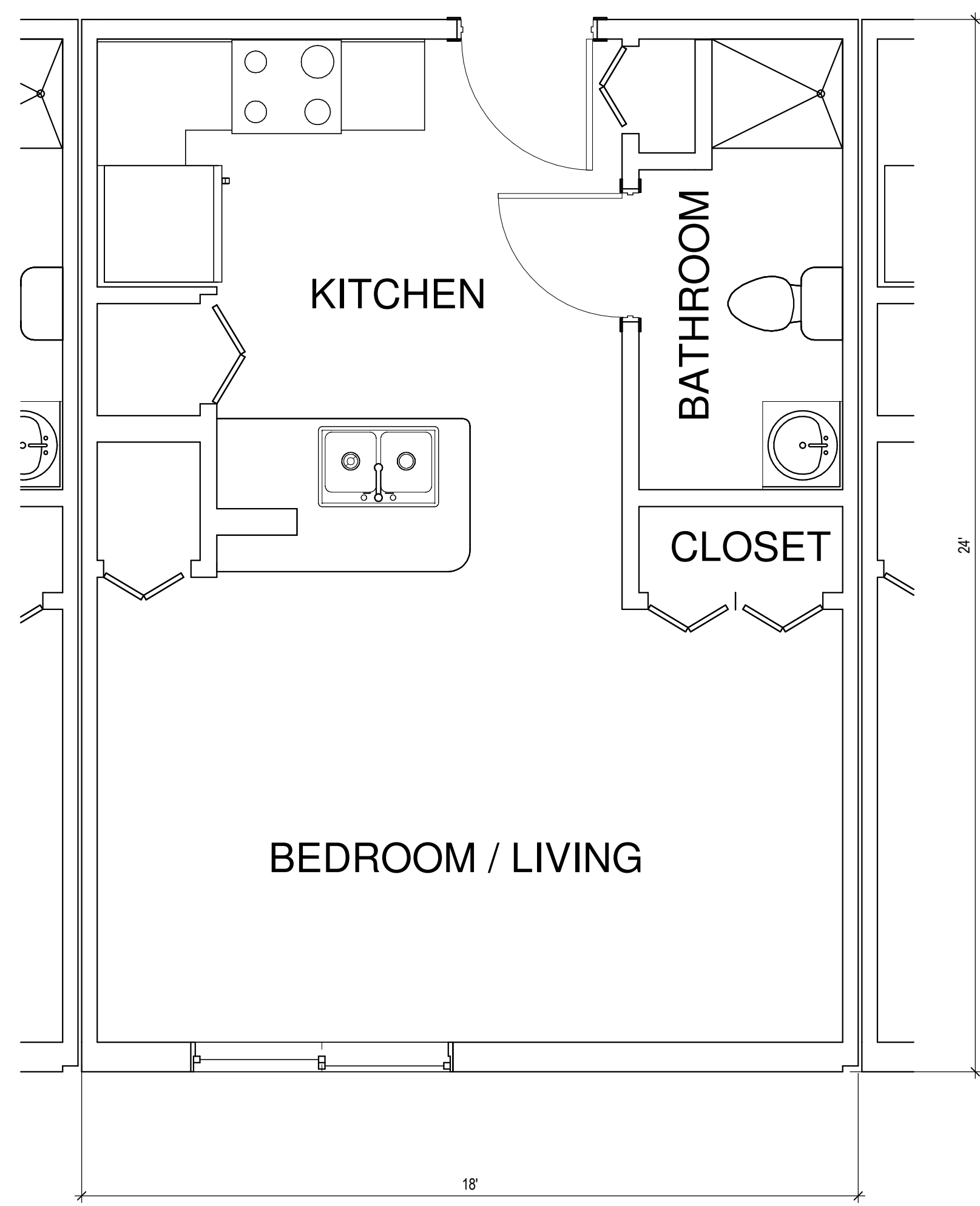
**ROOF
 PLAN**

Project number	23-22
Date	
Drawn by	ND
Checked by	DAM

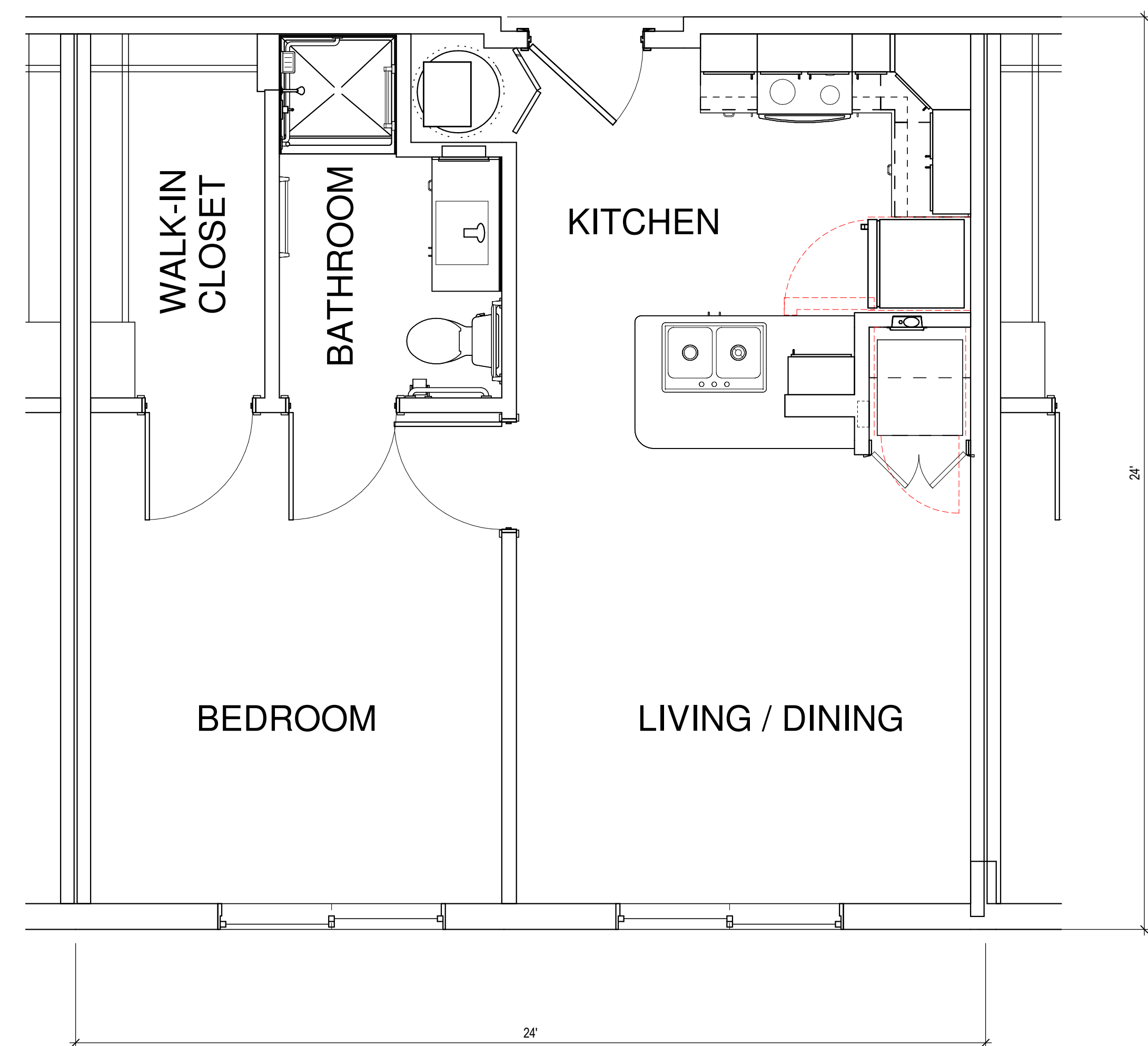
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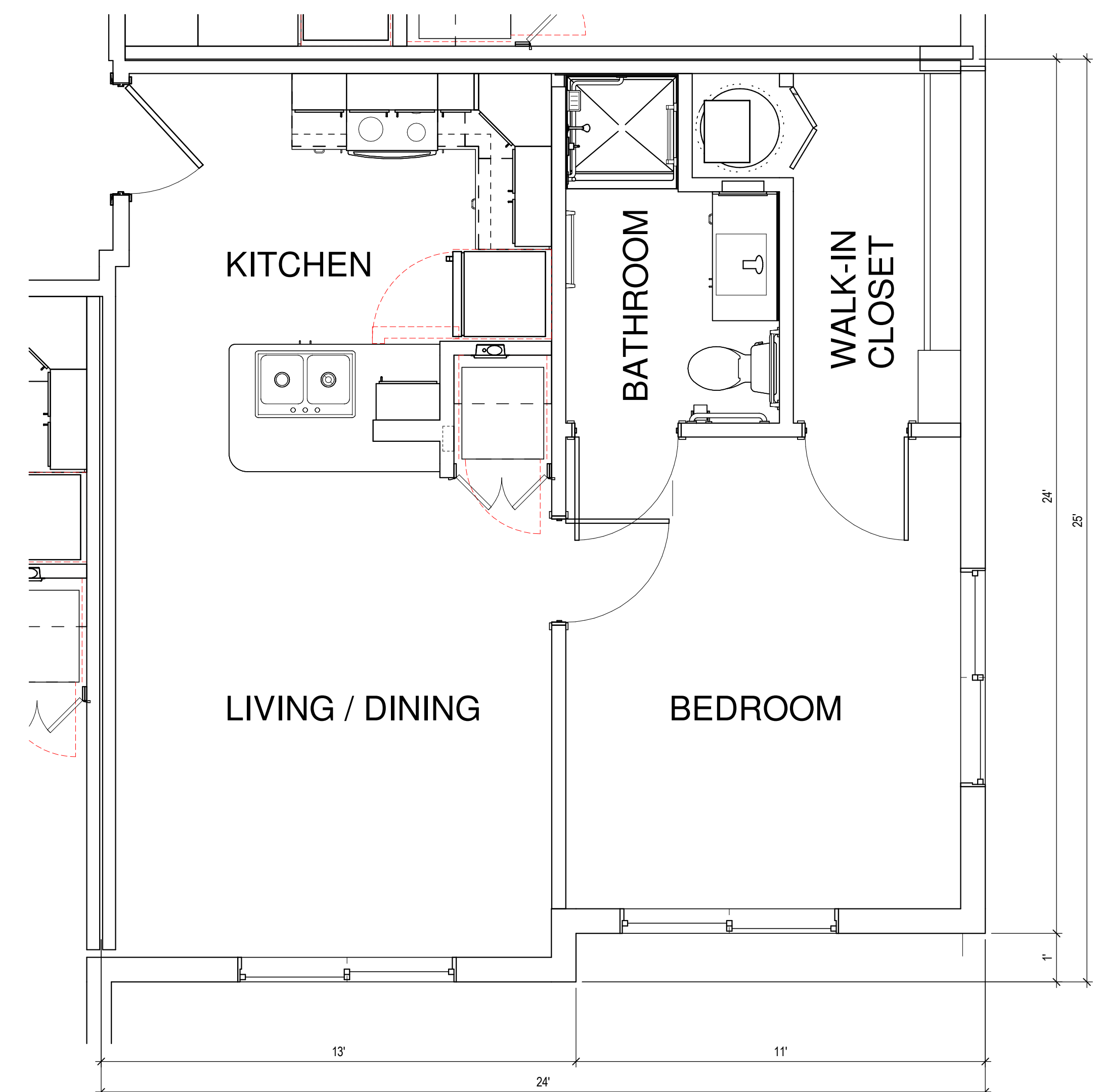


① STUDIO UNIT FLOOR PLAN - 430 SQ. FT.
 SCALE: 3/8" = 1'-0"



② UNIT A FLOOR PLAN 576 SQ. FT.
 SCALE: 3/8" = 1'-0"

UNIT A3
 SAME AS UNIT A, ALTHOUGH THE BEDROOM
 AND LIVING ROOM ARE BUMPED OUT BY
 1'-0", MAKING IT 600 SF.



③ UNIT A2 FLOOR PLAN 589 SQ. FT.
 SCALE: 3/8" = 1'-0"

ISSUE HISTORY

No.	Description	Date
1	URBAN PLANNED DEVELOPMENT	5/24/23
2		
3		
4		

REVISION HISTORY

No.	Description	Date
1	CITY COMMENTS	6/21/23

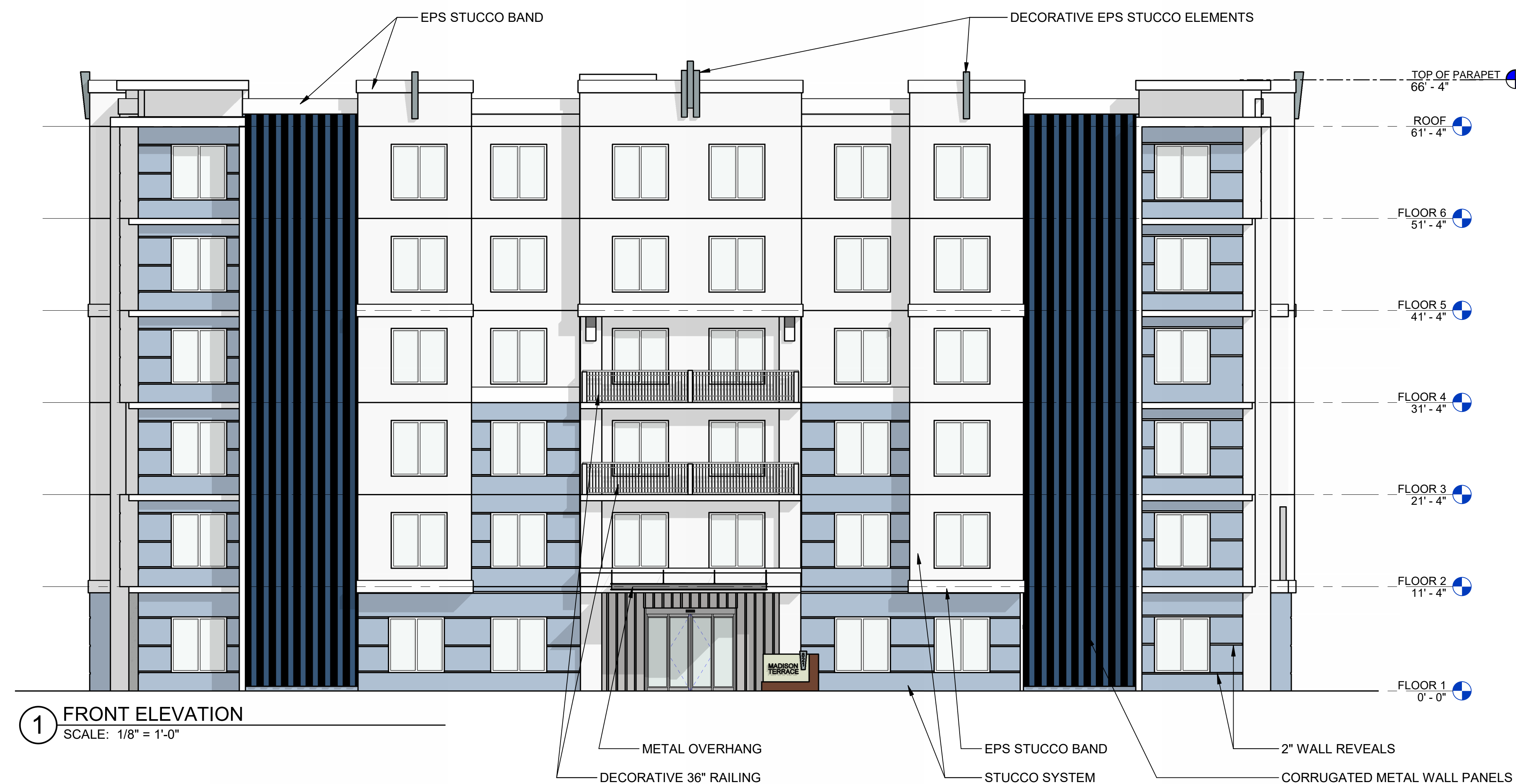
MADISON
 TERRACE

UNIT PLANS

Project number	23-22
Date	
Drawn by	
Checked by	Checker

A118

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① FRONT ELEVATION
SCALE: 1/8" = 1'-0"



② SIDE ELEVATION
SCALE: 1/8" = 1'-0"

ISSUE HISTORY

No.	Description	Date
1	SCHEMATIC DESIGN	
2	DESIGN DEVELOPMENT	
3	SITE PLAN APPROVAL	
4	PERMIT REVIEW SET	08/26/2022

REVISION HISTORY

No.	Description	Date

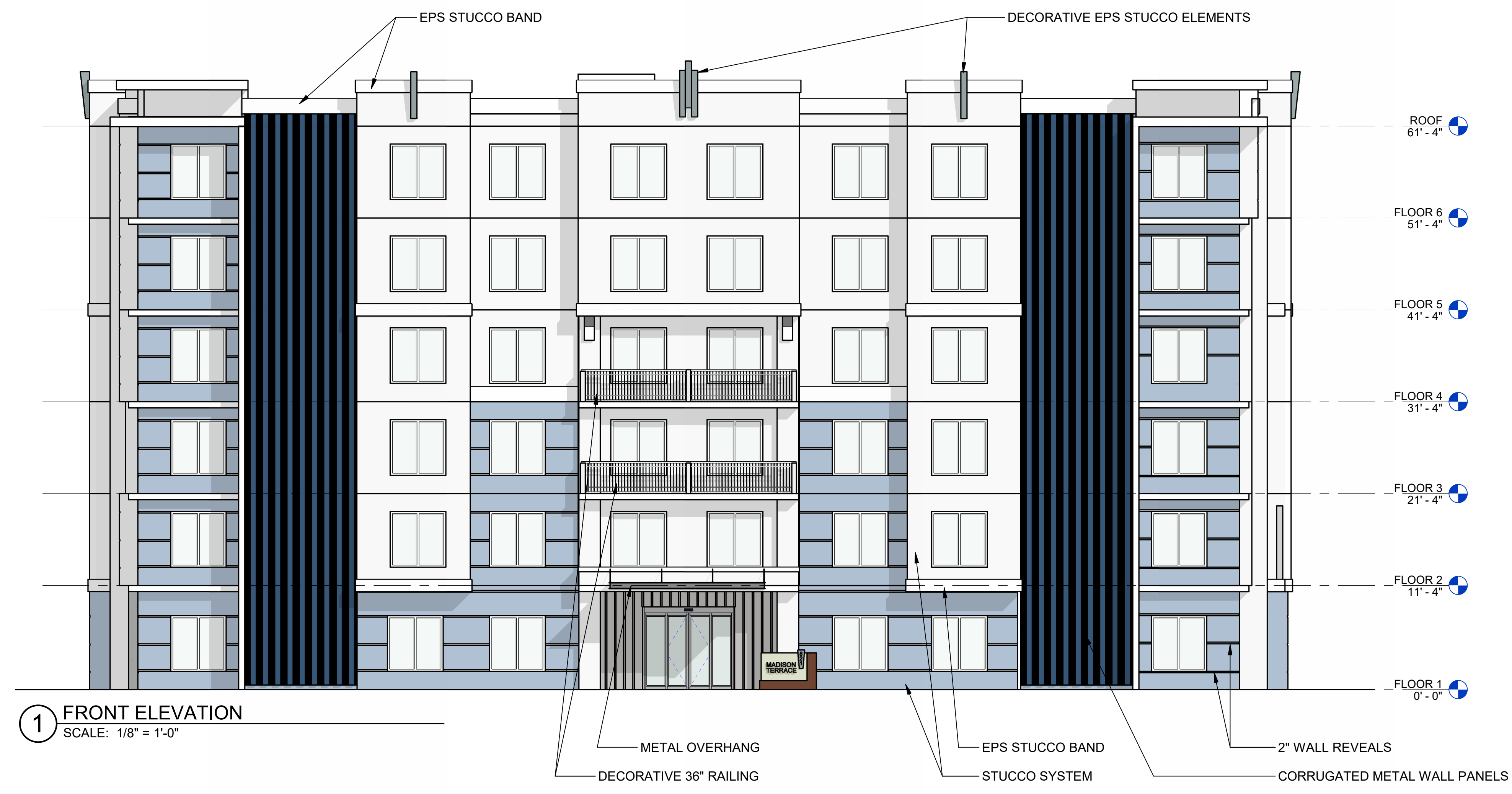
MADISON TERRACE

EXTERIOR ELEVATIONS

Project number	23-22
Date	
Drawn by	GPL
Checked by	DAM

A201

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1 FRONT ELEVATION
SCALE: 1/8" = 1'-0"

CORRUGATED METAL
SW 6811
HONORABLE BLUE

MAIN STUCCO
SW 7006
EXTRA WHITE

ACCENT 1
SW 6807
WONDROUS BLUE

CORRUGATED
BRUSHED
ALUMINUM

STUCCO SYSTEM
SW 6807
WONDROUS BLUE

POWDER COATED RAILING
SW 7662
EVENING SHADOW

WINDOW TRIM
SW 7662
EVENING SHADOW

DECORATIVE EPS STUCCO
SW 6811
HONORABLE BLUE

SW 6811
Honorable
Blue

SW 7006
Extra White

SW 6807
Wondrous
Blue

Brushed
Aluminum

SW 6807
Wondrous
Blue

SW 7662
Evening
Shadow

SW 7662
Evening
Shadow

SW 6811
Honorable
Blue

ISSUE HISTORY

No.	Description	Date
1	SCHEMATIC DESIGN	
2	DESIGN DEVELOPMENT	
3	SITE PLAN APPROVAL	
4	PERMIT REVIEW SET	08/26/2022

REVISION HISTORY

No.	Description	Date

MADISON TERRACE

EXTERIOR ELEVATIONS

Project number	23-22
Date	
Drawn by	GPL
Checked by	DAM

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2 RIGHT SIDE
SCALE: 1/8" = 1'-0"



1 REAR ELEVATION
SCALE: 1/8" = 1'-0"

ISSUE HISTORY

No.	Description	Date
1	SCHEMATIC DESIGN	
2	DESIGN DEVELOPMENT	
3	SITE PLAN APPROVAL	
4	PERMIT REVIEW SET	08/26/2022

REVISION HISTORY

No.	Description	Date

**MADISON
TERRACE**

**EXTERIOR
ELEVATIONS**

Project number	23-22
Date	
Drawn by	Author
Checked by	Checker

A202

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FRONT STREET PERSPECTIVE



FRONT STREET ELEVATION



TYP. FRONT ELEVATION



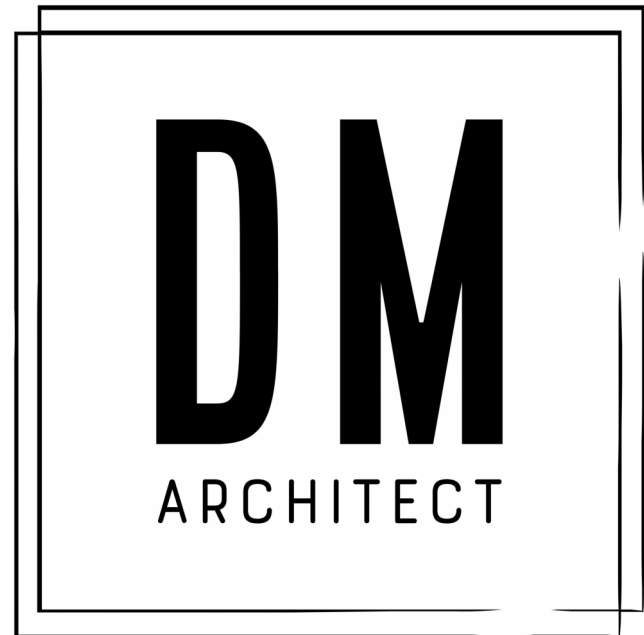
TYP. RIGHT ELEVATION



TYP. LEFT ELEVATION



TYP. REAR ELEVATION



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ISSUE HISTORY

No.	Description	Date
1	SCHEMATIC DESIGN	
2	DESIGN DEVELOPMENT	
3	SITE PLAN APPROVAL	
4	PERMIT REVIEW SET	08/26/2022

REVISION HISTORY

No.	Description	Date

**MADISON
TERRACE**

**COLOR EXTERIOR
ELEVATIONS**

Project number	23-22
Date	
Drawn by	GPL
Checked by	DAM

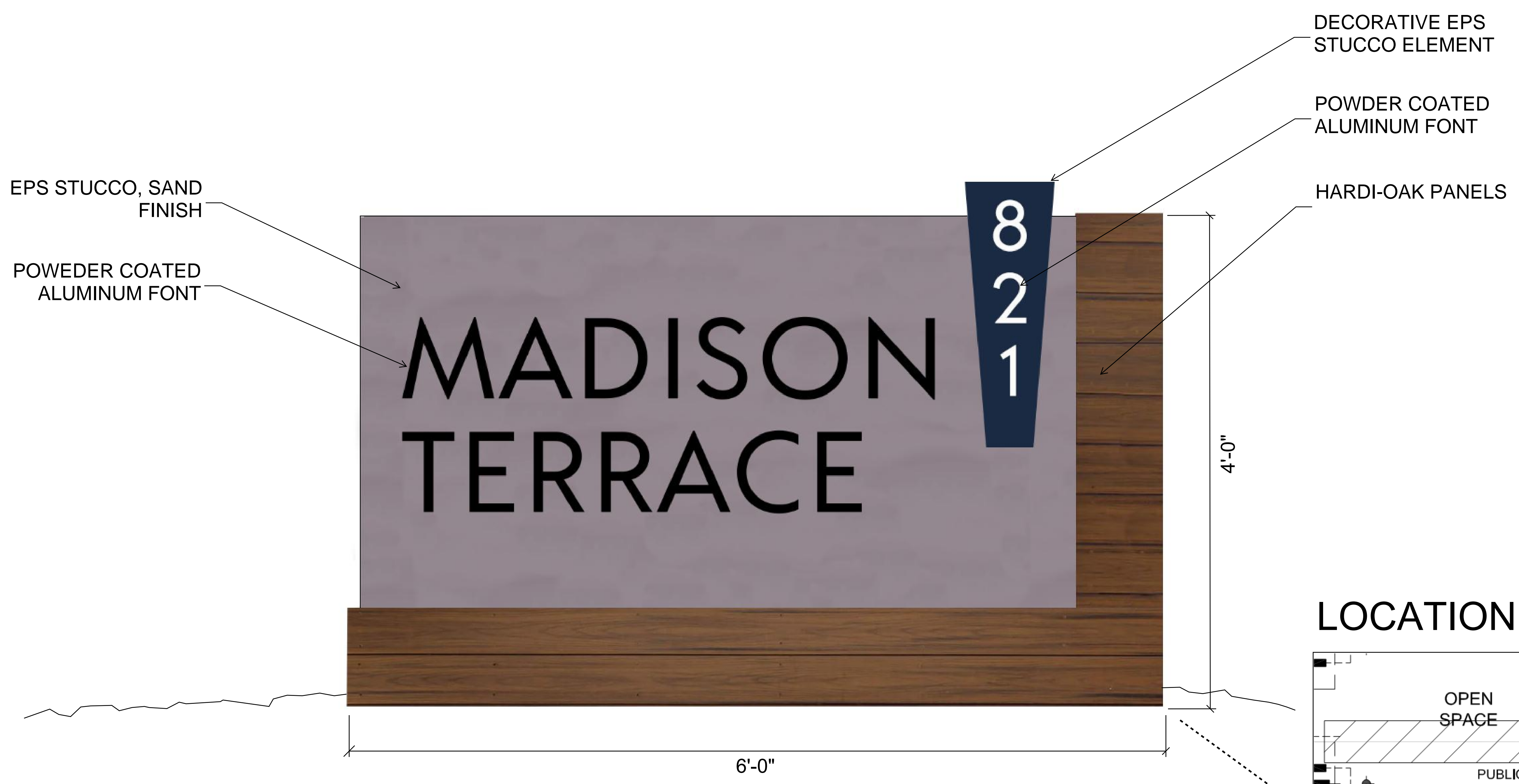
A203

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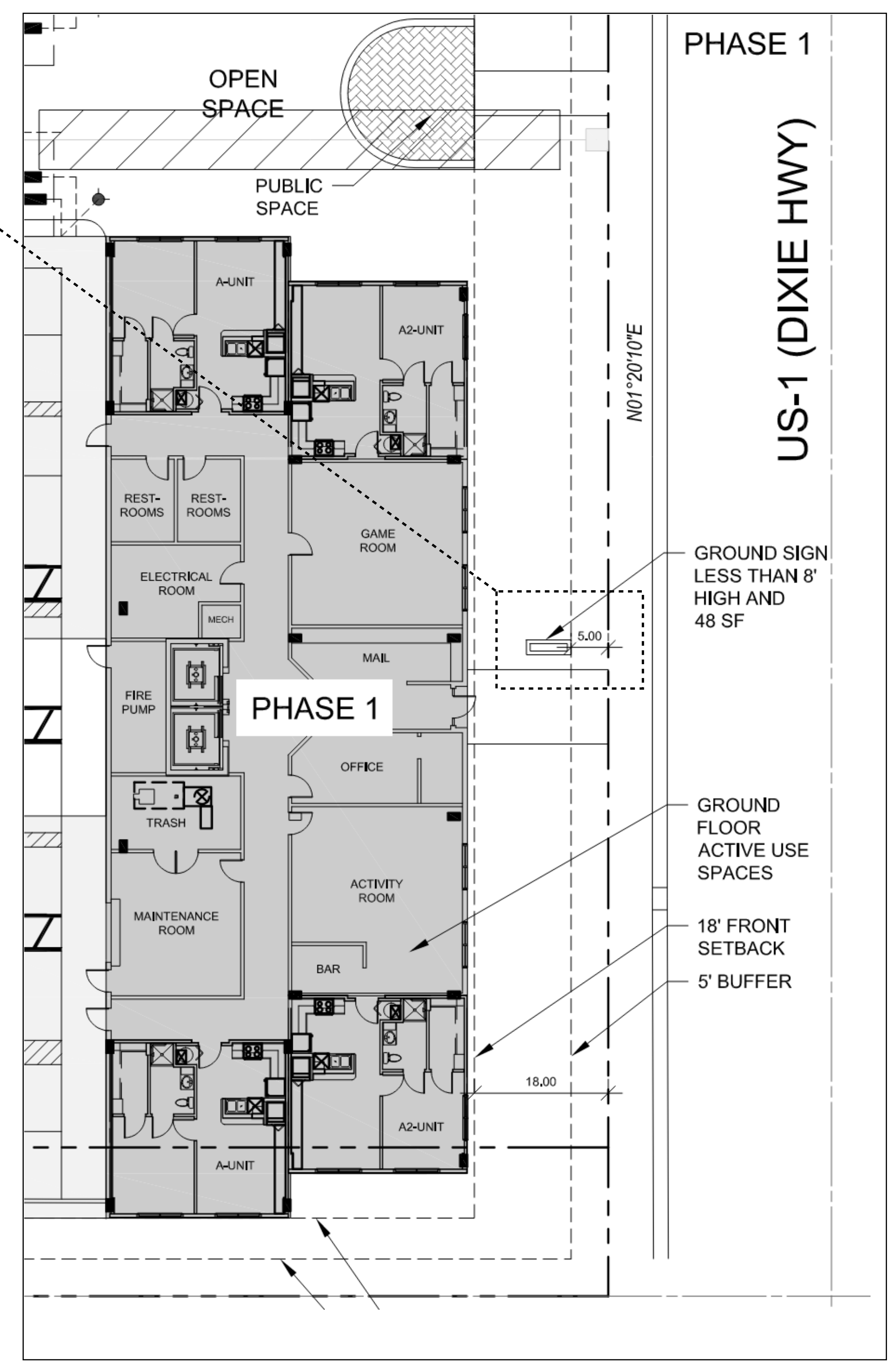
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PHONE 407-759-8622
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1 SIGN ELEVATION
N.T.S.

- NOTES;**
1. SIGN SHALL BE DOUBLE SIDED.
 2. SIGN AREA SF PER CODE ALLOWS FOR UP TO 400SF; PROPOSED AREA IS 48 SF (24 SF X 2)
 3. SETBACK FOR THE SIGN SHALL NOT BE LESS THAN 3'-0"; 5'-0" IS PROPOSED.
 4. UPLIGHTING SHALL BE PROVIDED ON EACH SIDE OF THE SIGN.
 5. ALL LETTERING AND NUMBERING HEIGHT SHALL BE APPROVED BY THE FIRE DEPARTMENT PRIOR TO PERMITTING.

LOCATION MAP



PHASE 1
US-1 (DIXIE HWY)

GROUND SIGN
LESS THAN 8'
HIGH AND
48 SF

GROUND
FLOOR
ACTIVE USE
SPACES
18' FRONT
SETBACK
5' BUFFER

ISSUE HISTORY

No.	Description	Date
1	URBAN PLANNED DEVELOPMENT	5/24/23
2		
3		
4		

REVISION HISTORY

No.	Description	Date
1	CITY COMMENTS	6/21/23

**MADISON
TERRACE**

**GROUND
SIGN**

Project number 23-22
Date
Drawn by
Checked by DAM

A204

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Legal & Sketch for Vacating Rights-of-Way

EXHIBIT "A"
LEGAL DESCRIPTION AND SKETCH
THIS IS NOT A SURVEY

PAGE 1 OF 2

DESCRIPTION :

THE NORTH HALF OF THE 40 FOOT WIDE RIGHT OF WAY FOR 9TH AVENUE SOUTH AS SHOWN LYING SOUTH OF AND IMMEDIATELY ADJACENT TO LOTS 1 AND 16, BLOCK 253, PALM BEACH FARMS CO., PLAT NO. 2, TOWNSITE OF LUCERNE (N/K/A LAKE WORTH), ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 29 TO 40, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 16, SAID POINT ALSO BEING ON THE NORTH RIGHT OF WAY LINE OF 9TH AVENUE SOUTH; THENCE DEPARTING SAID RIGHT OF WAY LINE, PROCEED S01°20'10"W A DISTANCE OF 20.00 FEET TO A POINT ON THE CENTERLINE OF SAID RIGHT OF WAY; THENCE PROCEED N88°39'50"W ALONG SAID CENTERLINE A DISTANCE OF 280.00 FEET TO A POINT; THENCE PROCEED N01°20'10"E A DISTANCE OF 20.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 1, BLOCK 253; THENCE PROCEED S88°39'50"W ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 280.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 5600.0 SQUARE FEET±

SURVEYORS' NOTES:

1. THIS SKETCH OF DESCRIPTION MEETS STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17.050-.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO FLORIDA STATUTES.
2. THIS FIRM'S CERTIFICATE OF AUTHORIZATION NUMBER IS LB 8261.
3. THIS SKETCH AND LEGAL DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF THE SURVEYOR AND MAPPER NAMED HEREON.
4. THIS SKETCH AND LEGAL IS BASED ON A SURVEY PREPARED BY THIS OFFICE.



**PRINCIPAL
MERIDIAN
SURVEYING INC.**

4546 CAMBRIDGE STREET
WEST PALM BEACH, FL 33415
PHONE 833.478.7764 / FAX 561.478.1094
WWW.PMSURVEYING.NET

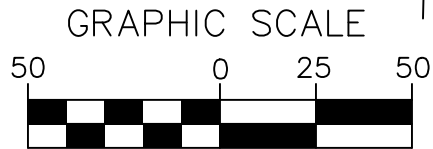
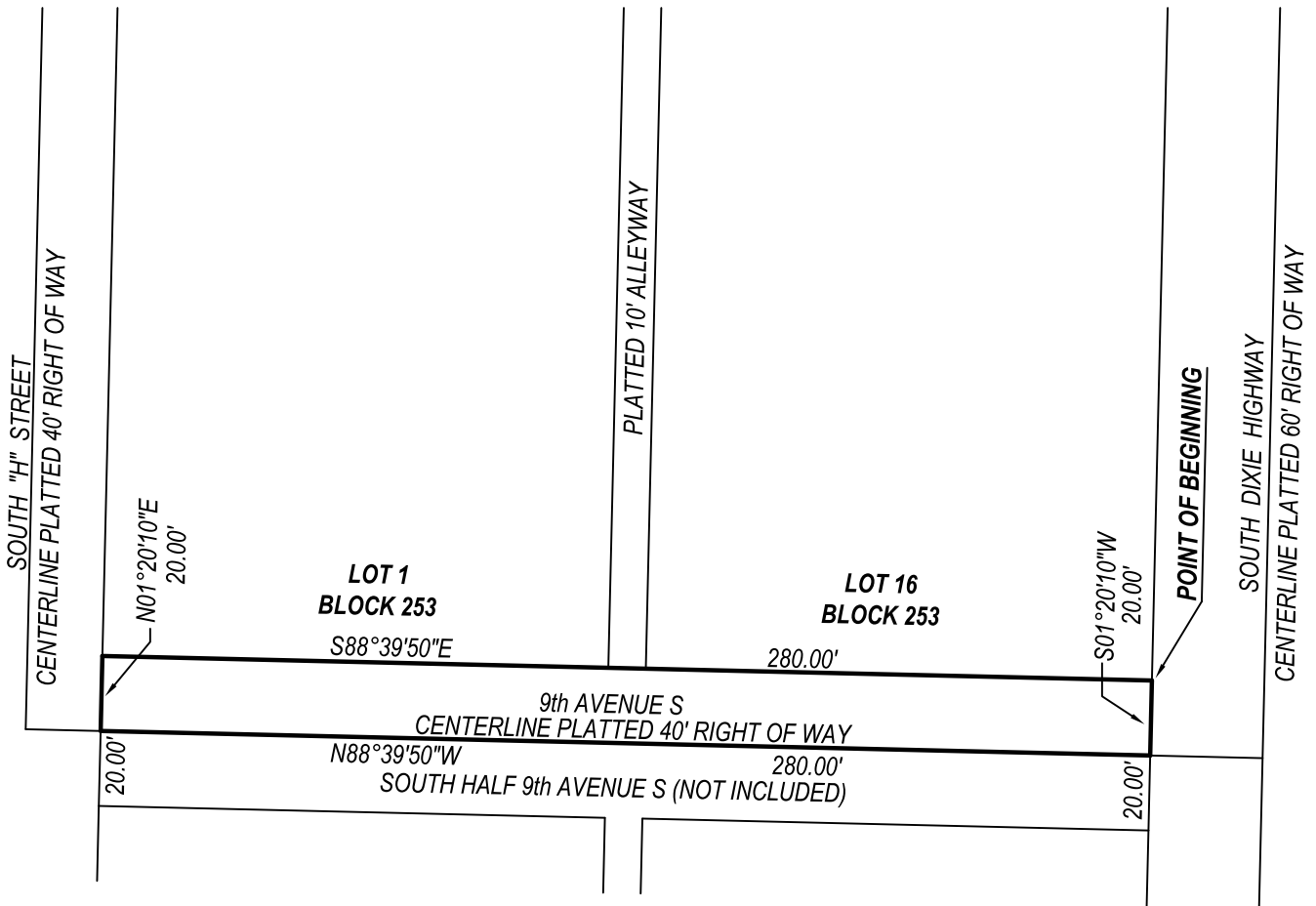
JOB#S23-0314



DATE: 06-21-23

EXHIBIT "A"
LEGAL DESCRIPTION AND SKETCH
THIS IS NOT A SURVEY

PAGE 2 OF 2



1 INCH = 50 FT.



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 WWW.PMSURVEYING.NET

JOB#S23-0314



DATE: 06-21-23

EXHIBIT "A"
LEGAL DESCRIPTION AND SKETCH
THIS IS NOT A SURVEY

PAGE 1 OF 2

DESCRIPTION :

A PORTION OF THE 10' ALLEYWAY LYING IN BLOCK 253, PALM BEACH FARMS CO., PLAT NO. 2, TOWNSITE OF LUCERNE (N/K/A LAKE WORTH), ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 29 TO 40, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 11, SAID BLOCK 253; THENCE PROCEED N88°39'50"W A DISTANCE OF 5.00 FEET TO THE CENTERLINE OF SAID 10 FOOT WIDE ALLEYWAY; THENCE PROCEED N01°20'10"E ALONG SAID CENTERLINE A DISTANCE OF 50.00 FEET; THENCE DEPARTING SAID CENTERLINE PROCEED S88°39'50"E A DISTANCE OF 5.00 FEET TO A POINT ON THE EAST LINE OF SAID ALLEYWAY, ALSO BEING THE NORTHWEST CORNER OF SAID LOT 11, BLOCK 253; THENCE PROCEED S01°20'10"W ALONG SAID EAST LINE A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 500.0 SQUARE FEET±

SURVEYORS' NOTES:

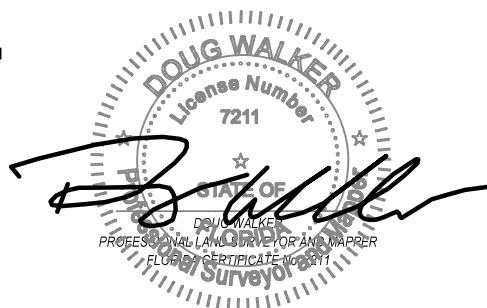
1. THIS SKETCH OF DESCRIPTION MEETS STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17.050-.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO FLORIDA STATUTES.
2. THIS FIRM'S CERTIFICATE OF AUTHORIZATION NUMBER IS LB 8261.
3. THIS SKETCH AND LEGAL DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF THE SURVEYOR AND MAPPER NAMED HEREON.
4. THIS SKETCH AND LEGAL IS BASED ON A SURVEY PREPARED BY THIS OFFICE.



**PRINCIPAL
MERIDIAN
SURVEYING INC.**

4546 CAMBRIDGE STREET
WEST PALM BEACH, FL 33415
PHONE 833.478.7764 / FAX 561.478.1094
WWW.PMSURVEYING.NET

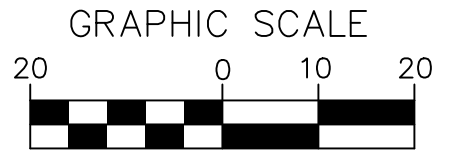
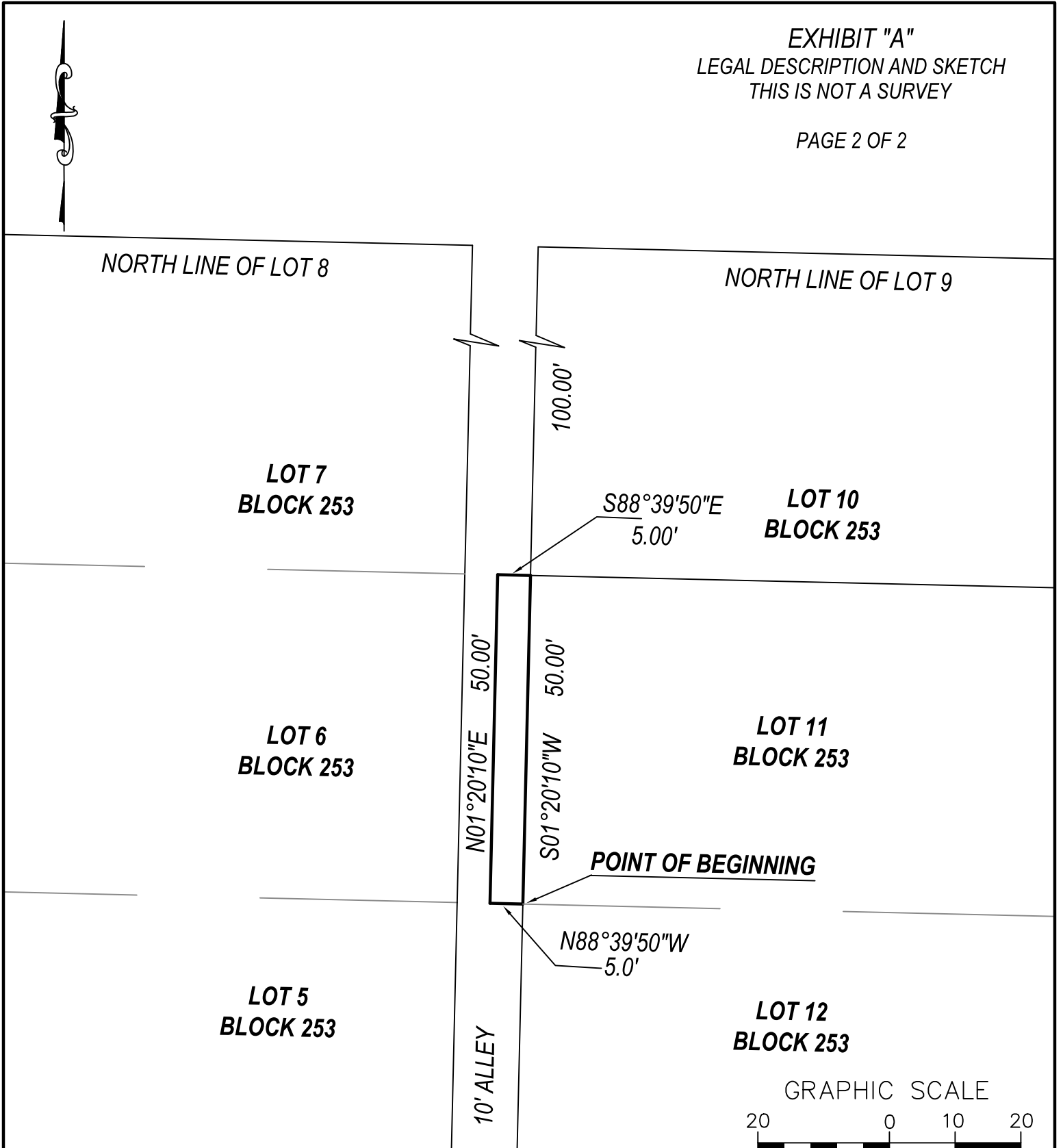
JOB#S23-0314



DATE: 06-21-23

EXHIBIT "A"
LEGAL DESCRIPTION AND SKETCH
THIS IS NOT A SURVEY

PAGE 2 OF 2



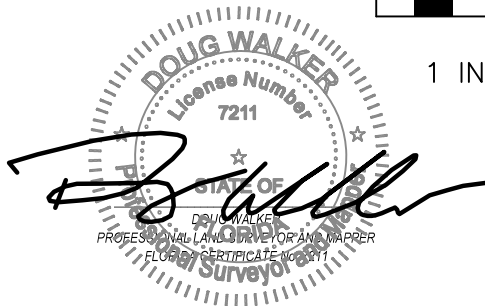
1 INCH = 20 FT.



**PRINCIPAL
MERIDIAN
SURVEYING INC.**

4546 CAMBRIDGE STREET
WEST PALM BEACH, FL 33415
PHONE 833.478.7764 / FAX 561.478.1094
WWW.PMSURVEYING.NET

JOB#S23-0314



DATE: 06-21-23

EXHIBIT "A"
LEGAL DESCRIPTION AND SKETCH
THIS IS NOT A SURVEY

PAGE 1 OF 2

DESCRIPTION :

A PORTION OF THE 10' ALLEYWAY LYING IN BLOCK 253, PALM BEACH FARMS CO., PLAT NO. 2, TOWNSITE OF LUCERNE (N/K/A LAKE WORTH), ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 29 TO 40, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 16, SAID BLOCK 253; THENCE PROCEED N88°39'50"W A DISTANCE OF 10 FEET TO THE SOUTHEAST CORNER OF LOT 1, ALSO BEING THE WEST LINE OF SAID 10 FOOT WIDE ALLEYWAY; THENCE PROCEED N01°20'10"E ALONG SAID WEST LINE A DISTANCE OF 250.00 FEET TO THE NORTHWEST CORNER OF LOT 5, BLOCK 253; THENCE DEPARTING SAID WEST LINE PROCEED S88°39'50"E A DISTANCE OF 10.00 FEET TO A POINT ON THE EAST LINE OF SAID ALLEYWAY, ALSO BEING THE NORTHWEST CORNER OF LOT 12, BLOCK 253; THENCE PROCEED S01°20'10"W ALONG SAID EAST LINE A DISTANCE OF 250.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 2500.0 SQUARE FEET±

SURVEYORS' NOTES:

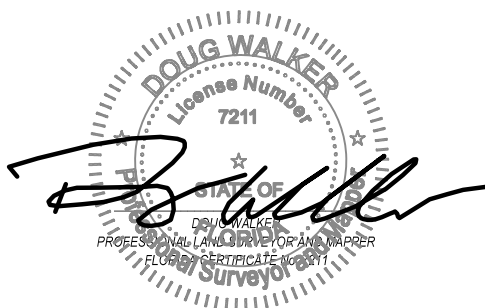
1. THIS SKETCH OF DESCRIPTION MEETS STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17.050-.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO FLORIDA STATUTES.
2. THIS FIRM'S CERTIFICATE OF AUTHORIZATION NUMBER IS LB 8261.
3. THIS SKETCH AND LEGAL DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF THE SURVEYOR AND MAPPER NAMED HEREON.
4. THIS SKETCH AND LEGAL IS BASED ON A SURVEY PREPARED BY THIS OFFICE.



**PRINCIPAL
MERIDIAN
SURVEYING INC.**

4546 CAMBRIDGE STREET
WEST PALM BEACH, FL 33415
PHONE 833.478.7764 / FAX 561.478.1094
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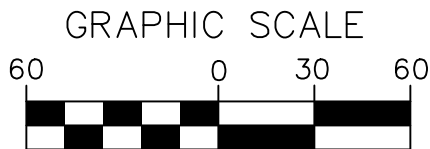
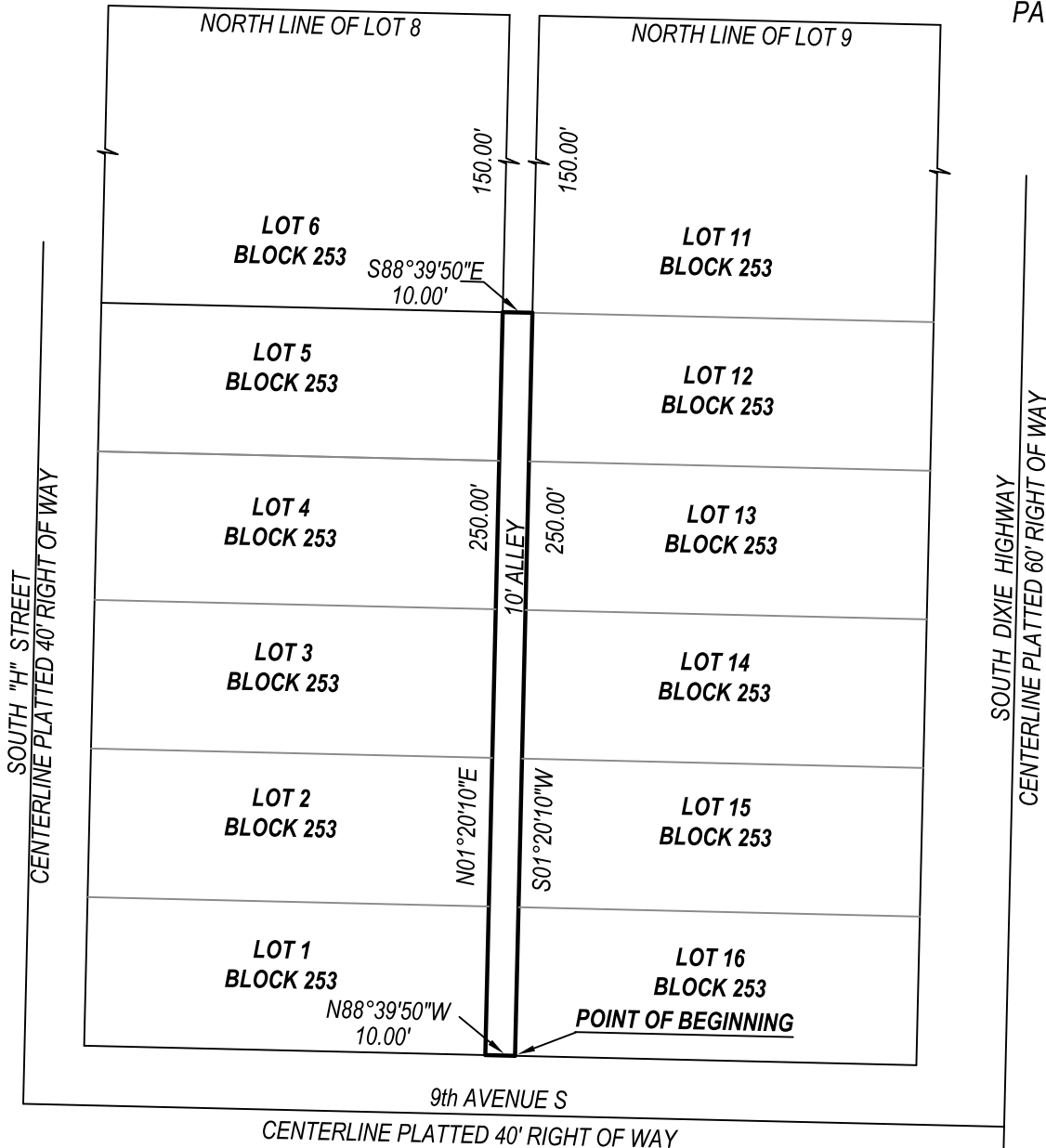
JOB#S23-0314



DATE: 06-21-23

EXHIBIT "A"
 LEGAL DESCRIPTION AND SKETCH
 THIS IS NOT A SURVEY

PAGE 2 OF 2



1 INCH = 60 FT.



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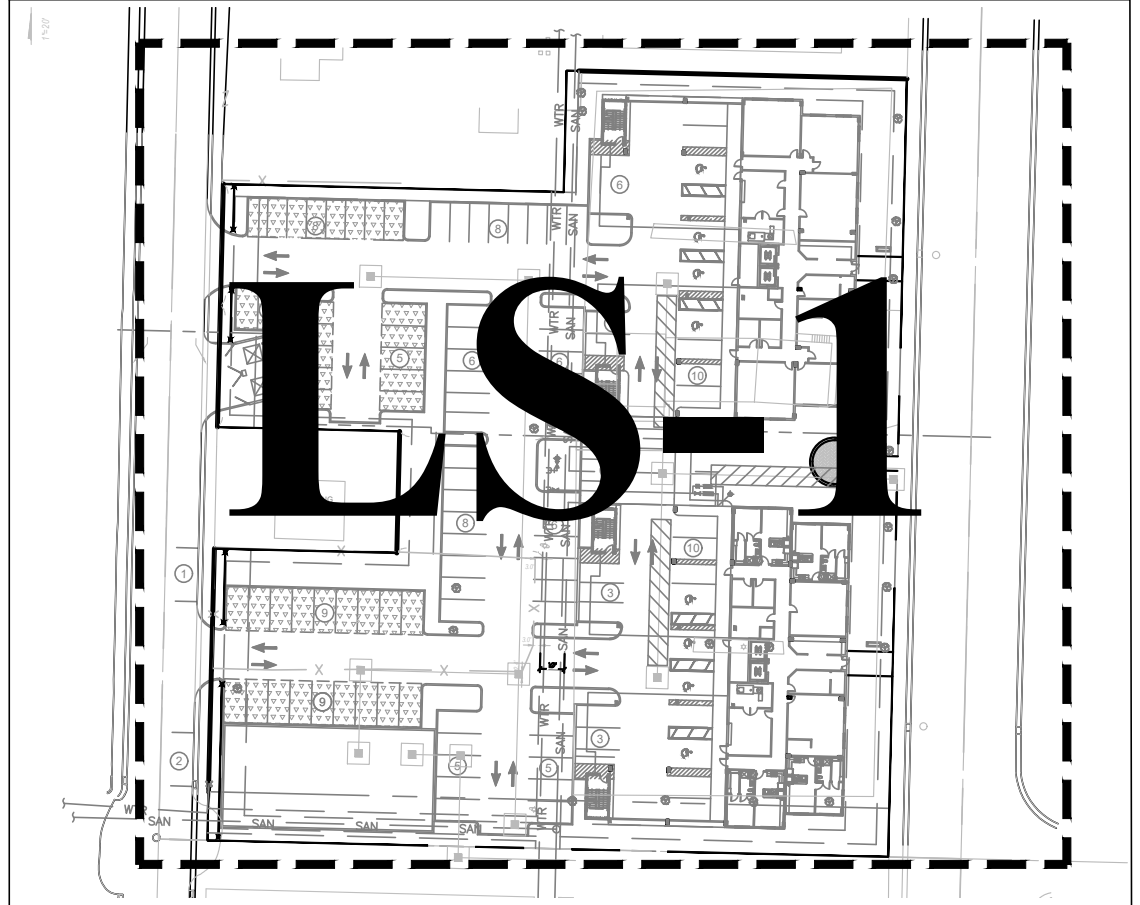
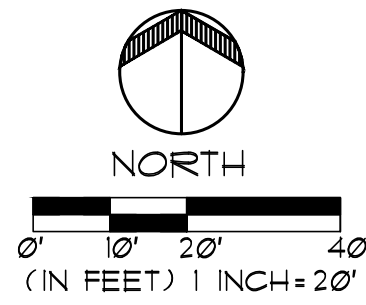
DATE: 06-21-23

Landscape Plans

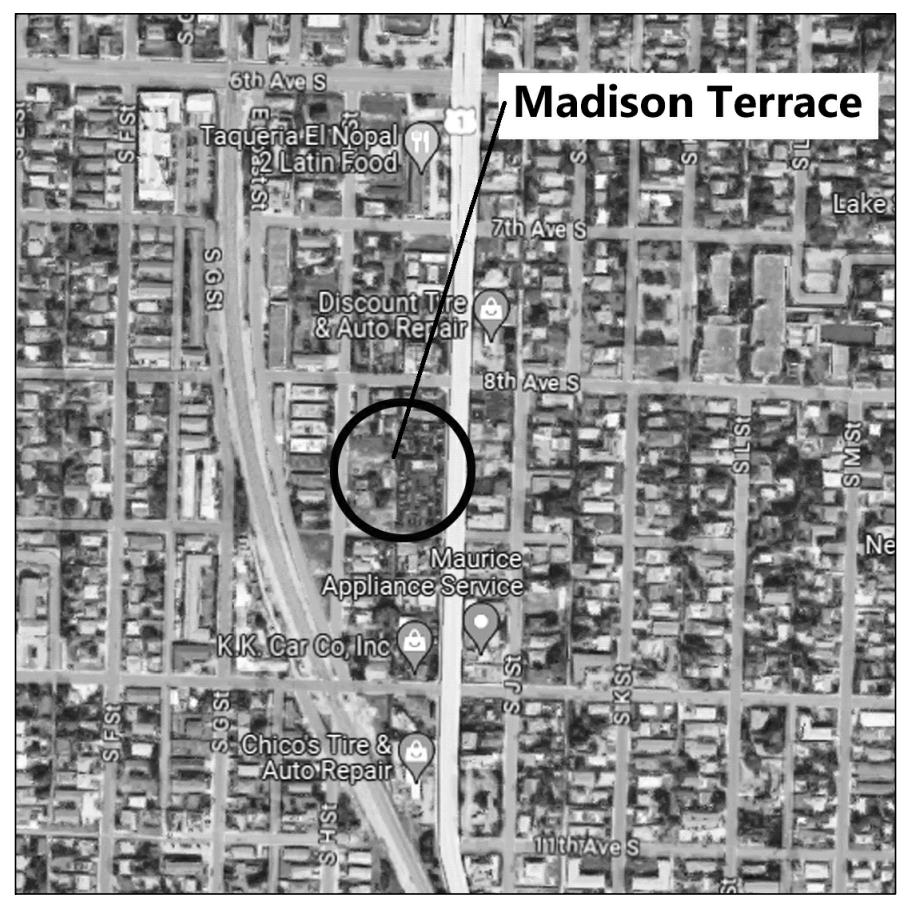
NOTE:
 PLANTINGS WITHIN THE UTILITY EASEMENT WILL BE LIMITED TO SHRUBS, GROUNDCOVERS & SOD. IF MODIFICATIONS TO THE PLANTING DESIGN OR ROOT BARRIERS IN SPECIFIC LOCATIONS ARE NEEDED, THEY WILL BE ADDRESSED AT CONSTRUCTION PERMITTING AND PRIOR TO INSTALLATION.

SCHEDULE OF DRAWINGS

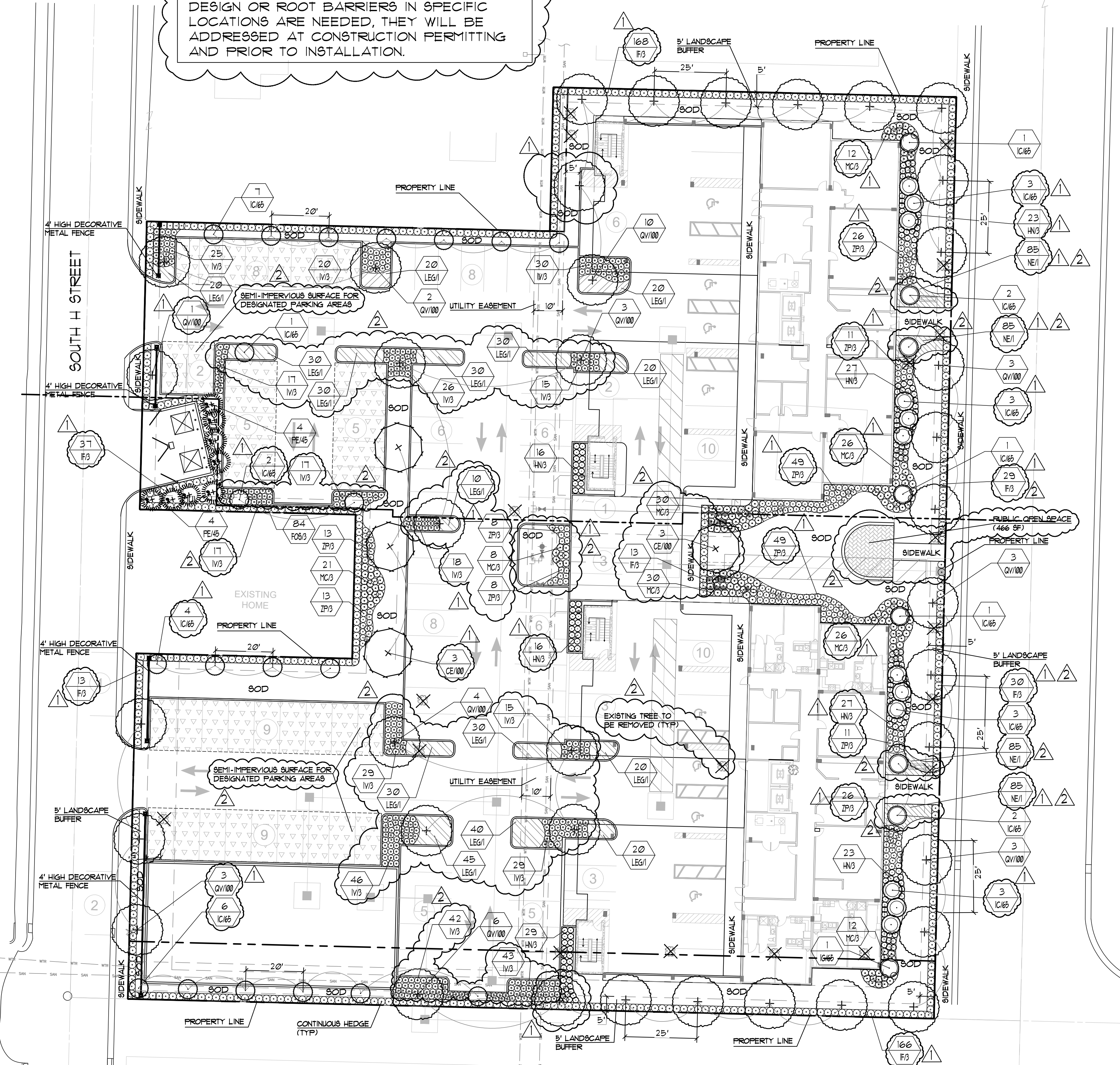
LS-1	LANDSCAPE PLAN 1
LD-1	LANDSCAPE DETAILS & PLANT LIST



KEY MAP
SCALE: T.B.



LOCATION MAP
SCALE: T.B.



STATE HWY 805

LANDSCAPE CALCULATIONS:

- IMPERVIOUS COVERAGE**
- TOTAL ACREAGE: 78,850 SF (1.81 AC)
 - TOTAL IMPERVIOUS: 50,944 SF
 - 50,944 / 78,850 = 64.6% (65% MAX. ALLOWED)
- PERIMETER LANDSCAPE BUFFER**
 5' REQUIRED PERIMETER LANDSCAPE STRIP BETWEEN OFF-STREET PARKING AND ROW: 110 LF.
- REQUIRED: 1 MEDIUM TREE = 110 LF / 20 LF = 6, PROVIDED: 11
 - CONTINUOUS 3' HEDGE
- PERIMETER LANDSCAPE BETWEEN OFF-STREET PARKING AND ABUTTING PROPERTIES**
 144 LF OF VUA FRONTING ABUTTING PROPERTY
- REQUIRED: 1 MEDIUM TREE = 144 / 20 LF = 7, PROVIDED: 18
 - CONTINUOUS 3' HEDGE
- PERIMETER LANDSCAPE BETWEEN OTHER VEHICULAR USE**
- REQUIRED: 1 LARGE TREE = 296 LF / 25 LF = 8, PROVIDED: 12
 - CONTINUOUS 3' HEDGE
- NORTH PERIMETER LANDSCAPE BUFFER**
- REQUIRED: 1 LARGE TREE = 185 LF / 25 LF = 7, PROVIDED: 1
 - REQUIRED: 1 MEDIUM TREE = 140 / 20 LF = 7, PROVIDED: 1
 - CONTINUOUS 3' HEDGE
- SOUTH PERIMETER LANDSCAPE BUFFER**
- REQUIRED: 1 LARGE TREE = 181 LF / 25 LF = 7, PROVIDED: 1
 - REQUIRED: 1 MEDIUM TREE = 122 / 20 LF = 6, PROVIDED: 6
 - CONTINUOUS 3' HEDGE
- INTERIOR LANDSCAPE FOR PARKING AREAS**
 TOTAL PARKING LOT AREA: 50,012 SF x 20% = 1,002 SF
 TOTAL REQUIRED VIA LANDSCAPE ISLANDS: 1,002 SF (20%)
 PROVIDED: 5,201 SF (2,395 SF SHORT)
- INTERIOR LANDSCAPE (EXCLUSIVE OF VUA AND BUILDINGS): 6,806 SF**
 REQUIRED: 1 MEDIUM TREE = 6,806 SF / 400 SF = 17, PROVIDED: 20
- NATIVE PLANT MATERIAL CALCULATIONS**
- SEVENTY-FIVE (75) PERCENT OF REQUIRED TREE SPECIES SHALL BE NATIVE: PROVIDED = (100%)
 - SEVENTY-FIVE (75) PERCENT OF REQUIRED SHRUB SPECIES SHALL BE NATIVE: PROVIDED = (100%)
- NO MORE THAN 50% OF LANDSCAPE AREAS SHALL BE SOD. TOTAL LANDSCAPE AREA = 21,906, TOTAL PROVIDED SOD = 9,341 SF (33.5%)
 - HEDGE/FENCE PROVIDED TO SCREEN MECHANICAL EQUIPMENT
- NOTE:**
 ALL LANDSCAPED AREAS SHALL BE PROVIDED WITH AN IRRIGATION SYSTEM, AUTOMATICALLY OPERATED, TO PROVIDE COMPLETE COVERAGE OF ALL PLANT MATERIALS TO BE MAINTAINED. THIS SYSTEM SHOULD BE DESIGNED TO AUTOMATICALLY SHUT OFF WHEN RAINING. IRRIGATION SYSTEM SHALL BE EQUIPPED WITH RAIN SENSOR.

FOREMAN CONSULTING, INC.
 LANDSCAPE ARCHITECTURE
 ARCHITECTURE
 DEVELOPMENT CONSULTING
 LAND PLANNING
 246 W. WASHINGTON ST., SUITE 100
 MADISON, WI 53703
 TEL: 608.261.1111
 FAX: 608.261.1112

NO.	DATE	BY	CHK.	DESCRIPTION
1	08-23-23	REVISOR	KJF	REVISION PER CITY COMMENTS
2	08-23-23	REVISOR	KJF	REVISION PER CITY COMMENTS

MADISON TERRACE
 PREPARED FOR: PARAMETRIC DESIGN & DEVELOPMENT
 LAKE WORTH BEACH
 LANDSCAPE PLAN 1

DATE: 04-25-2023
 SCALE: 1" = 20'
 DRAWN BY: ZYM
 DESIGNED BY: KJF
 CHECKED BY: KJF

SHEET NO.
 LS-1

Color Renderings







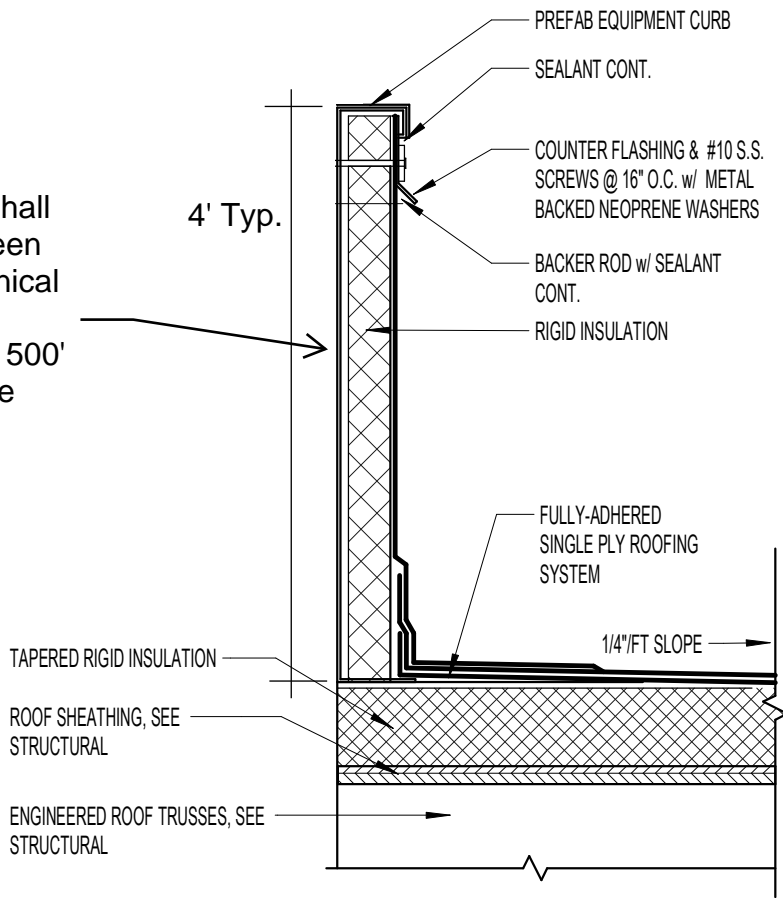






Rooftop Mechanical Screening

Height of parapet shall be sufficient to screen all roof top mechanical equipment from a distance of at least 500' from the base of the building



Traffic Impact Analysis & TPS Review Letter



June 15, 2023

Anna Lai, P.E., PTOE
Simmons & White, Inc.
2581 Metrocentre Blvd, Suite 3
West Palm Beach, FL 33407

**RE: Madison Terrace
Project #: 230520
Traffic Performance Standards (TPS) Review**

Dear Ms. Lai:

The Palm Beach County Traffic Division has reviewed the above referenced project Traffic Impact Statement, dated May 11, 2023, 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:

Municipality:	Lake Worth Beach
Location:	East side of S H Street, about 500 feet north of 10 th Avenue S
PCN:	38-43-44-21-15-253-0010 (additional PCNs in file)
Access:	Two access driveway connections onto S H Street <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:	Senior Residential (55+ Attached) = 176 DUs
New Daily Trips:	570
New Peak Hour Trips:	35 (12/23) AM; 44 (25/19) PM
Build-out:	December 31, 2028

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.

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

**Department of Engineering
and Public Works**
P.O. Box 21229
West Palm Beach, FL 33416-1229
(561) 684-4000
FAX: (561) 684-4050
www.pbcgov.com



**Palm Beach County
Board of County
Commissioners**

- Gregg K. Weiss, Mayor
- Maria Sachs, Vice Mayor
- Maria G. Marino
- Michael A. Barnett
- Marci Woodward
- Sara Baxter
- Mack Bernard

County Administrator

Verdenia C. Baker

"An Equal Opportunity
Affirmative Action Employer"



Anna Lai, P.E., PTOE

June 15, 2023

Page 2

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:jb

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
Alberto Lopez, Technical Assistant III, Traffic Division

File: General - TPS - Mun - Traffic Study Review
F:\TRAFFIC\HAMUNICIPALITIES\APPROVALS\2023\230520 - MADISON TERRACE.DOCX;

INSIGNIFICANT TRAFFIC IMPACT STATEMENT

**MADISON TERRACE
PALM BEACH COUNTY, FLORIDA**

Prepared for:

New South Residential
558 W. New England Avenue
Suite 250
Winter Park, Florida 32789

Job No. 23-064

Date: May 11, 2023

Anna Lai, P.E., PTOE
FL Reg. No. 78138

**Anna Lai, P.E., State of Florida, Professional
Engineer, License No. 56934**

**This item has been digitally signed
and sealed by Anna Lai, P.E., on 05/11/2023**

**Printed copies of this document are not considered signed
and sealed and the signature must be verified on
any electronic copies.**

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3.0 TRAFFIC GENERATION	3
4.0 RADIUS OF DEVELOPMENT INFLUENCE	3
5.0 TRIP DISTRIBUTION	4
6.0 TEST 1 BUILD-OUT ANALYSIS	4
7.0 SITE RELATED IMPROVEMENTS	4
8.0 CONCLUSION	4

1.0 SITE DATA

The subject parcel is located at 821 S. Dixie Highway in the City of Lake Worth, Florida and contains approximately 1.62 acres. The Property Control Numbers (PCNs) for the subject parcel are as follows:

38-43-44-21-15-253-0010	38-43-44-21-15-253-0040
38-43-44-21-15-253-0020	38-43-44-21-15-253-0110
38-43-44-21-15-253-0032	

Proposed site development consists of 176 55+ age-restricted multifamily dwelling units with a project build-out of 2028. Site access is proposed via two (2) full access driveway connections to South H Street. For additional information concerning site location and layout, please refer to the Site Plan.

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. However, the proposed 42 residential dwelling units would qualify for the Coastal Residential Exception as outlined in the TPS.

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.

This study will verify that the proposed development's traffic impact will meet the above Traffic Performance Standards.

3.0 TRAFFIC GENERATION

The Palm Beach County Unified Land Development Code Article 12 requires that for any application for a site specific development order on property on which there are vested uses shall be subject to the Palm Beach County Traffic Performance Standards to the extent the traffic generation projected for the site specific development order exceeds the traffic generation of the vested uses.

The generation rates and capture rates of the vested uses shall be updated to current pro forma traffic generation and passer-by rates and shall be used to calculate vested uses/current approval traffic.

The traffic to be generated by the proposed site modifications has been calculated in accordance with the traffic generation rates listed in the *ITE Trip Generation Manual, 11th Edition* and rates published by the Palm Beach County Engineering Traffic Division as shown in Tables 1, 2, and 3. Table 1 shows the daily traffic generation associated with the proposed development in trips per day (tpd). Tables 2 and 3 show the AM and PM peak hour traffic generation, respectively, in peak hour trips (pht). The traffic to be generated by the proposed 176 55+ age-restricted multifamily dwelling units may be summarized as follows:

Proposed Plan of Development

Daily Traffic Generation	=	570 tpd
AM Peak Hour Traffic Generation (In/Out)	=	35 pht (12 In/23 Out)
PM Peak Hour Traffic Generation (In/Out)	=	44 pht (25 In/19 Out)

The proposed 176 residential dwelling units would qualify for the Coastal Residential Exception as outlined in the TPS.

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 44 peak hour trips, the radius of development influence shall be 0.5 miles.

For Test 1, a project must address those links within the radius of development influence on which its net trips are greater than one percent 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 three percent 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 TRIP DISTRIBUTION

The project trips were distributed and assigned on the links within the radius of development influence based on the existing and anticipated traffic patterns. Figure 1 presents the trip distribution percentages.

6.0 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. Tables 4 and 5 show 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.

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 =	12 / 23
PM =	25 / 19

Figure 2 presents the AM and PM peak turning movement volume assignments at the project driveway based on the directional distributions. As previously mentioned, site access is proposed via two (2) full access driveway connections to South H Street.

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, and on the existing and proposed lanes, additional turn lanes are not warranted or recommended.

8.0 CONCLUSION

The proposed development has been estimated to generate 570 trips per day, 35 AM peak hour trips, and 44 PM peak hour trips at project build-out in 2028. The proposed 176 residential dwelling units would qualify for the Coastal Residential Exception as outlined in the TPS. A review of the links within the project's radius of development influence reveals that capacity is available to support the project and the project meets the requirements of the Palm Beach County Traffic Performance Standards.

MADISON TERRACE

05/09/23

PROPOSED DEVELOPMENT

TABLE 1 - Daily Traffic Generation

Landuse	ITE Code	Intensity	Rate/Equation	Dir Split		Gross Trips			Internalization			External Trips			Pass-by Trips			Net Trips
				In	Out	In	Out	Total	%	In	Out	Total	In	Out	Total	%	In	
55+ SF Attached	252	176	3.24					570			0		570			0		570
Grand Totals:								570			0		570			0		570

TABLE 2 - AM Peak Hour Traffic Generation

Landuse	ITE Code	Intensity	Rate/Equation	Dir Split		Gross Trips			Internalization			External Trips			Pass-by Trips			Net Trips		
				In	Out	In	Out	Total	%	In	Out	Total	In	Out	Total	%	In		Out	Total
55+ SF Attached	252	176	0.2	0.34	0.66	12	23	35	0	0	0	12	23	35	0	0	0	12	23	35
Grand Totals:						12	23	35	0	0	0	12	23	35	0	0	0	12	23	35

TABLE 3 - PM Peak Hour Traffic Generation

Landuse	ITE Code	Intensity	Rate/Equation	Dir Split		Gross Trips			Internalization			External Trips			Pass-by Trips			Net Trips		
				In	Out	In	Out	Total	%	In	Out	Total	In	Out	Total	%	In		Out	Total
55+ SF Attached	252	176	0.25	0.56	0.44	25	19	44	0	0	0	25	19	44	0	0	0	25	19	44
Grand Totals:						25	19	44	0	0	0	25	19	44	0	0	0	25	19	44



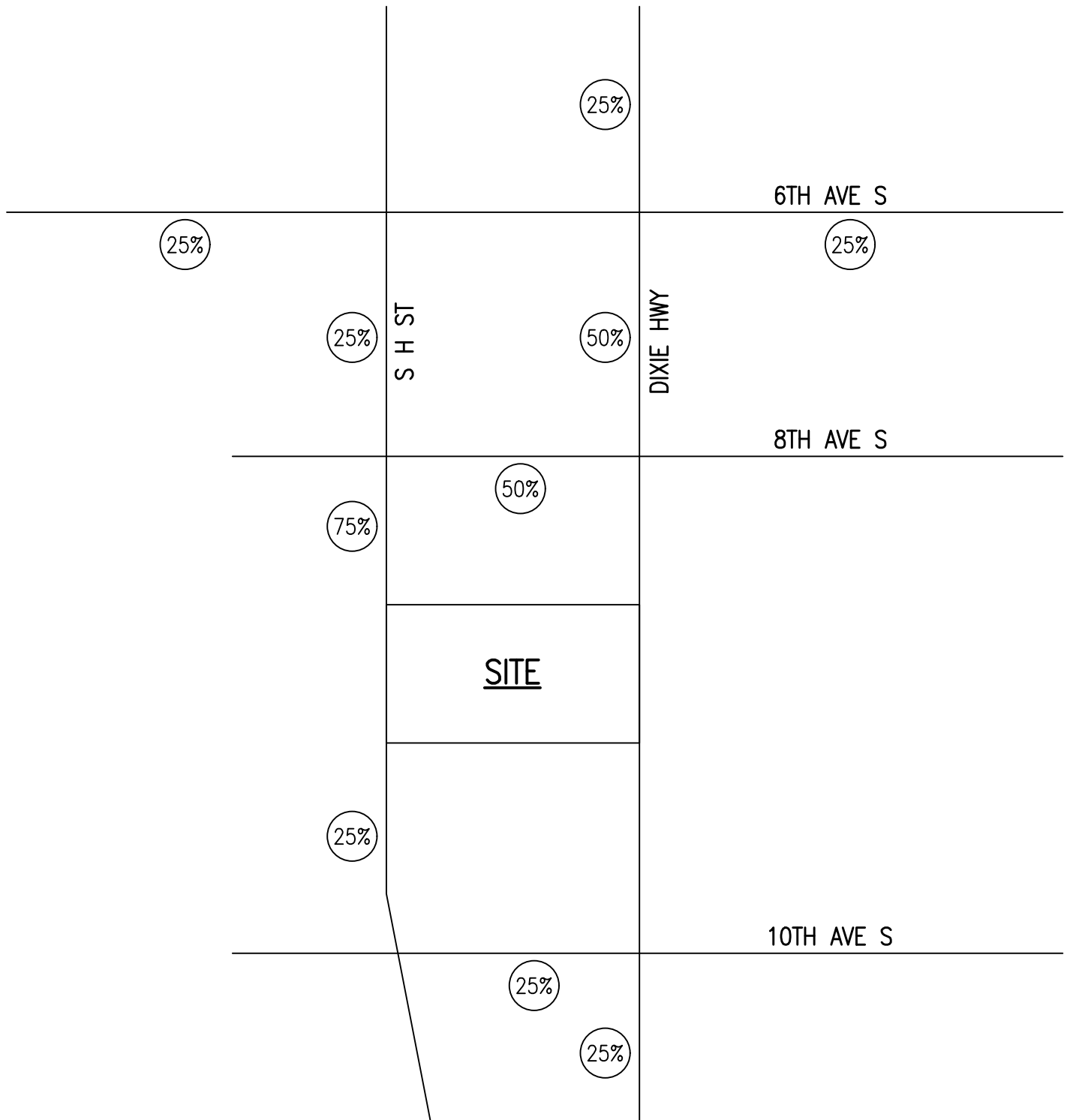


FIGURE 1
PROJECT DISTRIBUTION

LEGEND

(15%) PROJECT DISTRIBUTION

MADISON TERRACE

23-064 AL 5-10-23

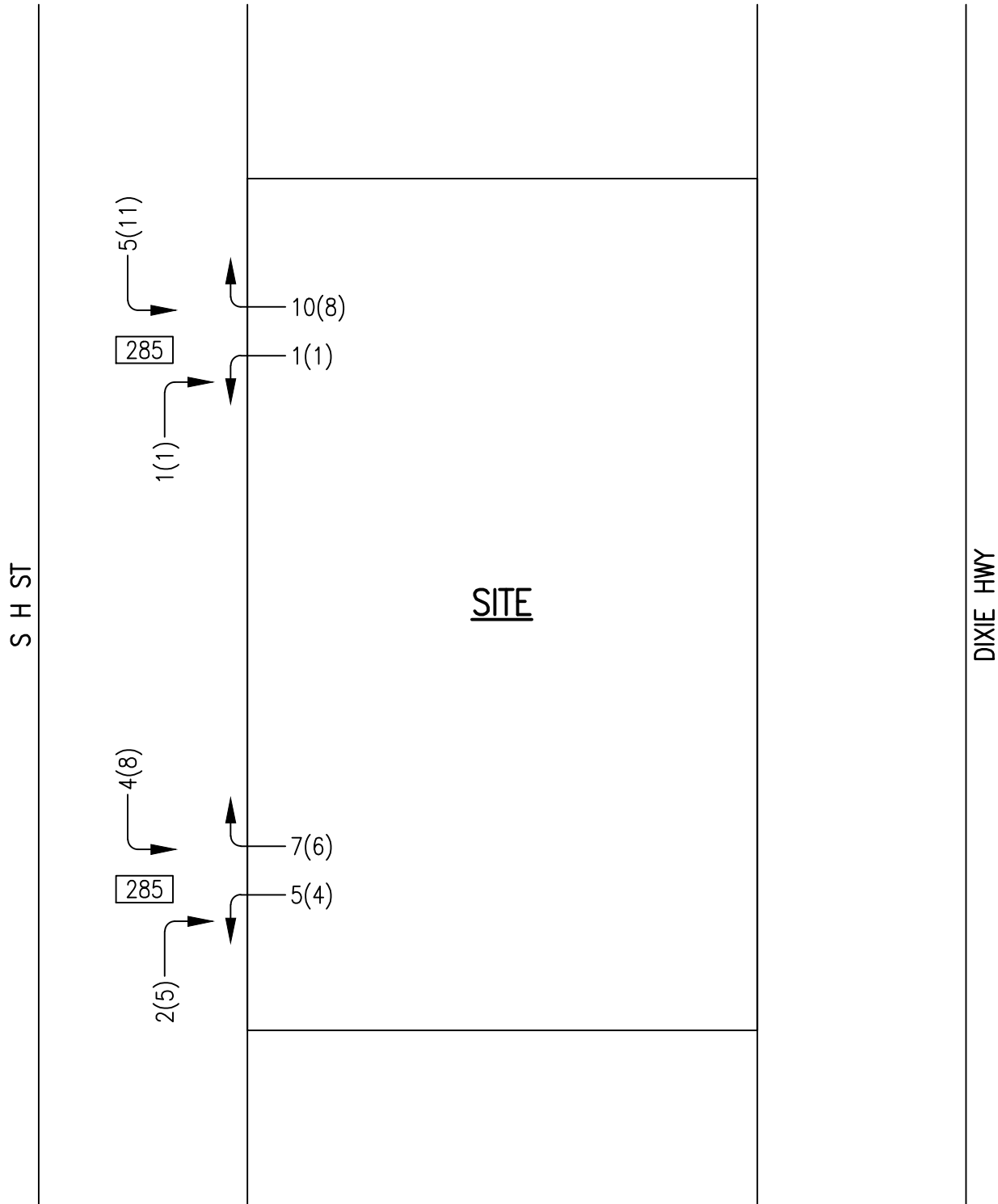


FIGURE 2
PROJECT TURNING MOVEMENTS

LEGEND

- 14 A.M. PEAK HOUR TURNING MOVEMENT
- (18) P.M. PEAK HOUR TURNING MOVEMENT
- 413 A.A.D.T.

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

2028 BUILD OUT
0.5 MILE RADIUS OF DEVELOPMENT INFLUENCE
TOTAL AM PEAK HOUR PROJECT TRIPS (ENTERING) = 12
TOTAL AM PEAK HOUR PROJECT TRIPS (EXITING) = 23

STATION	ROADWAY	FROM	TO	PROJECT DISTRIBUTION	AM PEAK HOUR				LOS D STANDARD	TOTAL PROJECT IMPACT	PROJECT SIGNIFICANT
					PROJECT TRIPS	EXISTING LANES	CLASS	DIRECTIONAL TRIPS			
N/A	6TH AVENUE SOUTH	I-95	DIXIE HIGHWAY	25%	5	II	6	1770	0.34%	NO	
N/A	6TH AVENUE SOUTH	DIXIE HIGHWAY	FEDERAL HIGHWAY	25%	2	II	6	810	0.74%	NO	
N/A	DIXIE HIGHWAY	LAKE AVENUE	6TH AVENUE SOUTH	25%	4	II	6	1680	0.36%	NO	
N/A	DIXIE HIGHWAY	6TH AVENUE SOUTH	SITE	50%	4	II	12	1680	0.71%	NO	
N/A	DIXIE HIGHWAY	SITE	12TH AVENUE SOUTH	25%	4	II	6	1680	0.36%	NO	

NOTES:

* THE RESIDENTIAL PROJECT DISTRIBUTION DETAILED IN THIS TABLE IS FOR INFORMATIONAL PURPOSES ONLY. THE PROPOSED PROJECT IS LOCATED IN A COASTAL RESIDENTIAL EXCEPTION AREA AND THE RESIDENTIAL PORTION IS THEREFORE NOT REQUIRED.

TABLE 5
TEST 1 - PROJECT SIGNIFICANCE CALCULATION
PM PEAK HOUR

2028 BUILD OUT
 0.5 MILE RADIUS OF DEVELOPMENT INFLUENCE
 TOTAL PM PEAK HOUR PROJECT TRIPS (ENTERING) = 25
 TOTAL PM PEAK HOUR PROJECT TRIPS (EXITING) = 19

STATION	ROADWAY	FROM	TO	PROJECT DISTRIBUTION	PM PEAK HOUR DIRECTIONAL PROJECT TRIPS	EXISTING LANES	CLASS	LOS D STANDARD	TOTAL PROJECT IMPACT	PROJECT SIGNIFICANT
N/A	6TH AVENUE SOUTH	I-95	DIXIE HIGHWAY	25%	6	5	II	1770	0.34%	NO
N/A	6TH AVENUE SOUTH	DIXIE HIGHWAY	FEDERAL HIGHWAY	25%	6	2	II	810	0.74%	NO
N/A	DIXIE HIGHWAY	LAKE AVENUE	6TH AVENUE SOUTH	25%	6	4	II	1680	0.36%	NO
N/A	DIXIE HIGHWAY	6TH AVENUE SOUTH	SITE	50%	13	4	II	1680	0.77%	NO
N/A	DIXIE HIGHWAY	SITE	12TH AVENUE SOUTH	25%	6	4	II	1680	0.36%	NO

NOTES:

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Master Development Site Plan

IMPERVIOUS COVERAGE		FAR RATIOS (MAXIMUM ALLOWABLE 2.2 FAR)					
PHASE I		PHASE I		PHASE II		COMBINED FAR	
Floor	SF	Floor	SF	Floor	SF	Floor	SF
One	6,536	One	6,536	One	13,072		
Two	12,110	Two	12,110	Two	24,220		
Three	12,110	Three	12,110	Three	24,220		
Four	12,110	Four	12,110	Four	24,220		
Five	12,134	Five	12,134	Five	24,268		
Six	12,134	Six	12,134	Six	24,268		
Total Bldg SF	67,134	Total Bldg SF	67,134	Total Bldg SF	134,268		
PHASE I Site SF	45,282	PHASE II Site SF	33,567	Total Site SF	78,849		
FAR	0.67	FAR	0.50	FAR	0.59		

SITE DATA - PHASE I & II COMBINED		
TYPE	REQUIREMENT	PROPOSED
Density	Max density 97.75 dwelling units per gross acre	Max Density 176
Lot Width	100 ft.	320 ft.
Height	71.25 ft. (Not to exceed 6 Stories)	Building I & II: 6 Stories
Setback	Front	10 ft. min. 18 ft.
	Rear	15 ft. min. 15 ft.
	Side	0 ft. min. 0 ft.
Total Imperviable	Large Lot Height with SBIP	65% 65%
Maximum Wall Heights		45 ft. 68 ft.

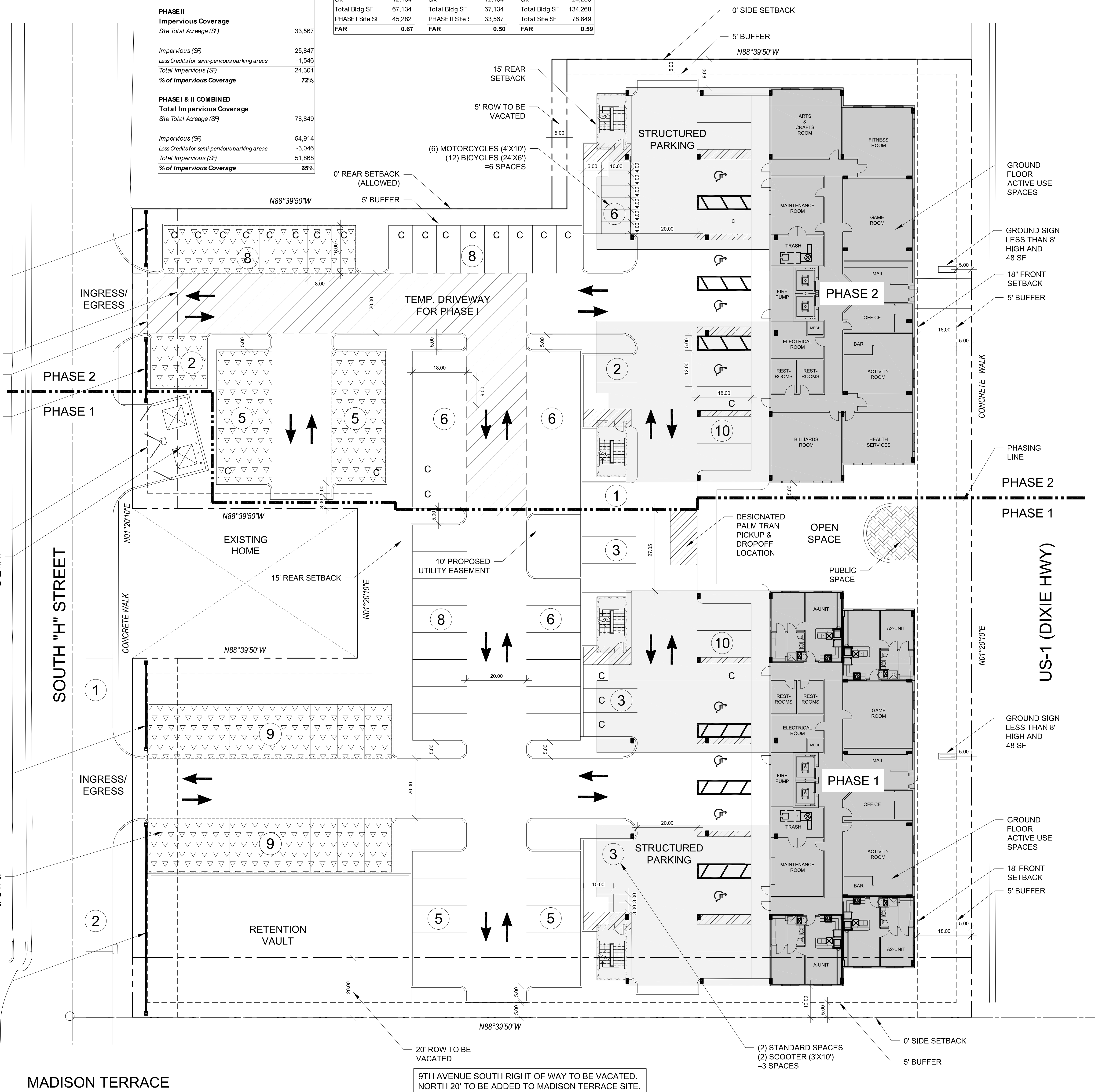
SITE DATA - PHASE I		
TYPE	REQUIREMENT	PROPOSED
Density	Max density 97.75 dwelling units per gross acre	Max Density 87.5
Lot Width	100 ft.	174 ft.
Height	71.25 ft. (Not to exceed 6 Stories)	Building I & II: 6 Stories
Setback	Front	10 ft. min. 18 ft.
	Rear	15 ft. min. 15 ft.
	Side	0 ft. min. 0 ft.
Living Area	Multi-Family (Min.) Efficiency 400 SF 1 Bdrm 600 SF	430 576
Imperviable	Large Lot	65% 60.0%
Maximum Wall Heights	Height with SBIP	45 ft. 68 ft.

SITE DATA - PHASE II		
TYPE	REQUIREMENT	PROPOSED
Density	Max density 97.75 dwelling units per gross acre	Max Density 110.3
Lot Width	100 ft.	146 ft.
Height	71.25 ft. (Not to exceed 6 Stories)	Building I & II: 6 Stories
Setback	Front	10 ft. min. 18 ft.
	Rear	15 ft. min. 15 ft.
	Side	0 ft. min. 0 ft.
Living Area	Multi-Family (Min.) 1 Bdrm 600 SF	576
Imperviable	Large Lot	65% 72%
Maximum Wall Heights	Height with SBIP	45 ft. 68 ft.

PARKING - COMBINED			
Unit Type	Affordable Housing Min Requirement	Required	Proposed
Studio (14)	7	8	4
1 Bedroom (162)	1	168	119
Total		176	123
Category	Qty		
Handicapped	8		
Standard	82		
Sub-Total	90		
Compact & Equivalents			
Compact	26		
Bicycle Equivalent Spaces *	3		
Motorcycle/Scooter Equivalent Spaces *	4		
Sub-Total	33		
Total Parking Spaces		123	
Percentage of Compact & Equivalents *		26.8%	

PARKING - PHASE I			
Unit Type	Affordable Housing Min Requirement	Required	Proposed
Studio (14)	7	8	4
1 Bedroom (162)	1	83	60
Total		91	64
Category	Qty		
Handicapped	4		
Standard	55		
Sub-Total	59		
Compact & Equivalents			
Compact	4		
Bicycle Equivalent Spaces *	0		
Motorcycle/Scooter Equivalent Spaces *	1		
Sub-Total	5		
Total Parking Spaces		64	
Percentage of Compact & Equivalents *		7.8%	

PARKING - PHASE II			
Unit Type	Affordable Housing Min Requirement	Required	Proposed
Studio (14)	7	0	0
1 Bedroom (162)	1	85	59
Total		85	59
Category	Qty		
Handicapped	4		
Standard	27		
Sub-Total	31		
Compact & Equivalents			
Compact	22		
Bicycle Equivalent Spaces *	3		
Motorcycle/Scooter Equivalent Spaces *	3		
Sub-Total	28		
Total Parking Spaces		59	
Percentage of Compact & Equivalents *		47.5%	



MADISON TERRACE MASTER DEVELOPMENT PLAN
SCALE: 1" = 15'

9TH AVENUE SOUTH RIGHT OF WAY TO BE VACATED. NORTH 20' TO BE ADDED TO MADISON TERRACE SITE.

* Four bicycle rack spaces count as one (1) parking space
* Two motorcycle or scooter spaces count as one (1) parking space
* Maximum percentage of compact & equivalents is 25%

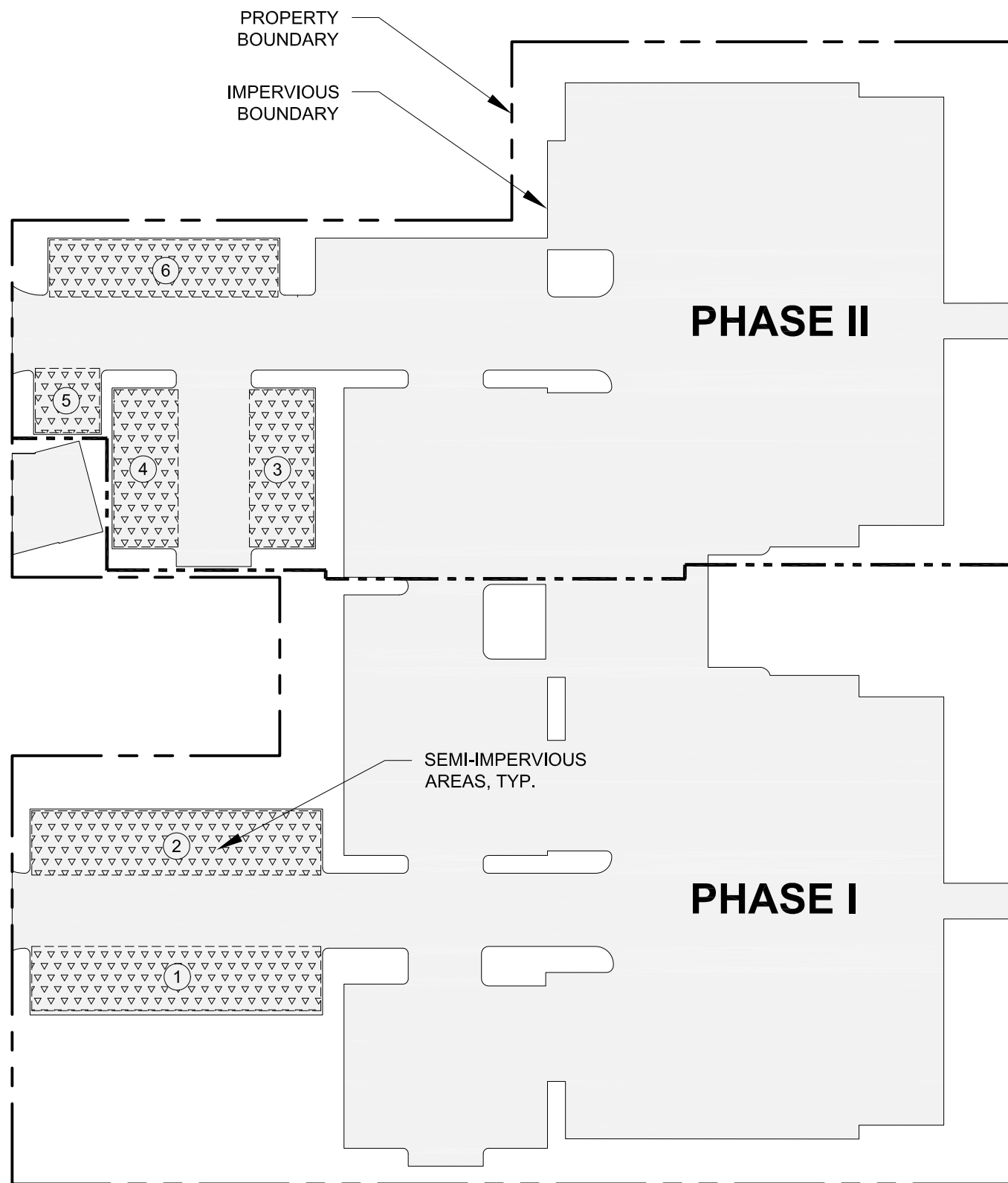
ISSUE HISTORY		
No.	Description	Date
1	URBAN PLANNED DEVELOPMENT	5/24/23

REVISION HISTORY		
No.	Description	Date
1	CITY COMMENTS	6/21/23

MADISON TERRACE MASTER DEVELOPMENT PLAN

Project number: 23-22
Date:
Drawn by: ND
Checked by: DAM

A110
DAVID A. MALLORY
FLORIDA LICENSE - AR100561



COMBINED (PHASE I & PHASE II)
 $51,868 / 78,849 = 65\%$ (NEEDS TO BE 65% OR LESS)

PHASE II

PROPERTY: 33,567 SF
 TOTAL IMPERVIOUS BEFORE CREDITS: 25,847 SF

CREDITS:
 SEMI-PERVIOUS PARKING AREAS
 PARKING AREA 3 = 832 SF
 PARKING AREA 4 = 832 SF
 PARKING AREA 5 = 364 SF
 PARKING AREA 6 = 1,064 SF
 TOTAL = 3,092 SF
 $3,092 \text{ SF} \times .50 = 1,546 \text{ SF CREDIT}$

FINAL CALCULATION:
 25,847 SF (GROSS IMPERVIOUS)
 - 1,546 SF (CREDITS FOR SEMI-PERVIOUS)
 24,301 SF (TOTAL NET IMPERVIOUS)

$24,301 \text{ SF} / 33,567 = 72\%$

PHASE I

PROPERTY: 45,282 SF
 TOTAL IMPERVIOUS BEFORE CREDITS: 29,067 SF

CREDITS:
 SEMI-PERVIOUS PARKING AREAS
 PARKING AREA 1 = 1,500 SF
 PARKING AREA 2 = 1,500 SF
 TOTAL = 3,000 SF
 $3,000 \text{ SF} \times .50 = 1,500 \text{ SF CREDIT}$

FINAL CALCULATION:
 29,067 SF (GROSS IMPERVIOUS)
 - 1,500 SF (CREDITS FOR SEMI-PERVIOUS)
 27,567 SF (TOTAL NET IMPERVIOUS)

$27,567 / 45,282 = 60\%$



MADISON TERRACE
 IMPERVIOUS SKETCH

SCALE: 1" = 40'
 SHEET SIZE 11X17

Market Analysis Study



A MARKET ANALYSIS OF

THE PROPOSED MADISON TERRACE, AN AGE, RENT, AND
INCOME RESTRICTED APARTMENT COMPLEX TO BE LOCATED
AT 821 SOUTH DIXIE HIGHWAY , LAKE WORTH, FLORIDA 33460

PREPARED FOR

NEW SOUTHERN RESIDENTIAL, LLC
558 WEST NEW ENGLAND AVENUE
WINTER PARK, FLORIDA 32789

ATTN: MR. STACY BANACH

LOCATION COORDINATES

LONGITUDE: -80.0581

LATITUDE: 26.60551

DATE OF REPORT

APRIL 20, 2023

PREPARED BY

MERIDIAN APPRAISAL GROUP, INC.

ROBERT VON, PRESIDENT

STATE-CERTIFIED GENERAL REAL ESTATE APPRAISER RZ1604



1331 SUNDIAL POINT
 WINTER SPRINGS, FLORIDA 32708
 TEL 407.875.6933
 FAX 407.875.1061

April 20, 2023

Mr. Stacy Banach
 New Southern Residential, LLC
 558 West New England Avenue
 Winter Park, Florida 32789

Re: Market Study of the 176 unit, age, rent, and income restricted apartment complex, located at 821 South Dixie Highway, Lake Worth, Palm Beach County, Florida 33460. The subject is located on the east side of South Dixie Highway, in Lake Worth, Palm Beach County, Florida.

Meridian File No: 23-SKO

Dear Mr. Banach:

As requested, we have prepared a market analysis for the proposed Madison Terrace apartments. The improvements will consist of a 176 unit complex. The subject will set aside 18 (10.227%) of the units for households earning 30% or less of the Area Median Income (AMI) and 158 (89.773%) of the units for households earning 60% or less of AMI. The subject will be restricted by the Housing Credit program. The demographic commitment is Elderly, therefore, at least one person in the household must be 55 years of age or older. The rent and income restrictions remain for 50 years from the placed in-service date.

The intended use of this report is for application purposes. The intended user of this report is New Southern Residential, LLC. No other use or users are intended.

The purpose of this market study is to provide:

1. A demographic analysis, including an Income Band Analysis and Capture Rate Analysis of the likely draw area;

To accomplish the previous objectives, we have conducted the following research and analysis:

1. Examination of the subject site, surrounding development patterns, demographics and other relevant factors that influence development potential.

This market analysis is the result of this evaluation, together with supporting data and documentation, as of the date of this report, April 20, 2023.

Summary of Conclusions

The following is the subject’s proposed unit mix.

Unit Mix with Set Asides				
Unit Type	Set Aside	# Of Units	Unit Size (S.F.)	Total S.F.
1/1	30% AMI	18	576	10,368
1/1	60% AMI	158	576	91,008
Total/Avg.		176	576	101,376

The total living area within the units is 101,376 square feet, resulting in an average unit size of 576 square feet.

The subject will set aside 18 (10.227%) of the units for households earning 30% or less of the Area Median Income (AMI) and 158 (89.773%) of the units for households earning 60% or less of AMI.

1. The subject will need to Capture only 1.7% of the Age and Income Qualified renter households within the three-mile ring. In addition, the Primary Market Area, defined as a 10-mile ring centered on the subject property, will add 130 Age and Income-Qualified renter households annually. Finally, According to the Florida Housing Finance Corporation's latest occupancy report, the Elderly projects within Palm Beach County are 98.4% occupied indicating significant demand.

The analyses, opinions and conclusions were developed, and this report has been prepared in conformance with the Uniform Standards of Professional Appraisal Practice as promulgated by the Appraisal Standards Board of the Appraisal Foundation and the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute.

This letter of transmittal precedes the consultation report, further describing the property and containing the reasoning and most pertinent data leading to the final conclusions. Your attention is directed to the "Extraordinary Assumptions/Extraordinary Limiting Conditions," "General Assumptions," "General Limiting Conditions" and "Certification," which have been included within the text of this report.

Respectfully submitted,
Meridian Appraisal Group, Inc.

Robert Von, President
State-Certified General Real Estate Appraiser RZ1604

RV:dmh

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ADDENDA
APPRAISERS' QUALIFICATIONS
RENT AND INCOME LIMITS

DEFINITION OF IMPORTANT TERMS

Capture Rate (CR)

The individual subject units are divided by Demand. If the subject contains 100 units and the potential demand is 2,000 then the Capture Rate is $100/2,000$ or 5%. Capture Rate helps to define the size of the subject relative to the size of the market.

Competitive Market Area (CMA)

Defined as the geographic area where the most competitive properties are located. These properties are utilized to determine achievable rent.

Cost-Burden (CB)

The percentage of income spent on housing includes rent plus utilities. A common CB target for affordable housing is 30%.

Growth of Income-Qualified Renter Households (Δ IQRH)

Potential demand currently is 2,000; however, five years from now the potential demand will grow to 2,500, indicating growth of 500 over the five-year period or an annual growth of potential demand of 100.

Level of Effort (LOE)

Supply divided by Demand. If the supply of affordable housing within a defined geographic area is equal to 500 and the potential demand within that same defined geographic area equals 2,000, then the Level of Effort is $500/2,000$ or 25%. Level of Effort defines how much of the potential demand has already been satisfied.

Primary Market Area (PMA)

Defined as the geographic area where most of the demand will come from. The area determination is based on data gathered in the Small Area Data (SAD) Case Study that can be found on the FHFC website. The study indicated that most affordable family projects receive about 2/3 to 3/4 of their tenants from within 10 miles.

Remaining Potential Demand (RPD)

Demand minus Supply. If the potential demand is 2,000 and the supply is 500 then the RPD is 2,000 minus 500 or 1,500. RPD helps to define how deep the remaining market is.

LOCATION MAP



AERIAL MAP



DEMOGRAPHIC ANALYSIS

Demographics of Market Areas

We have analyzed demographic information for three, five and 10-mile rings centered on the subject property and Palm Beach County. The 10-mile ring is the subject's Primary Market Area (PMA).

The data used in this analysis is from a Household Trend Report performed by Claritas, Inc. We have profiled the population growth, household growth and income characteristics of the market areas. Claritas' data is considered some of the most accurate in the industry; it reflects 2010 Census data.

Household Growth

Projected household growth trends indicate the three-mile ring will show the strongest rate of growth. The result will be positive household growth in all the market areas due to the size of the population base. About 8.0% of the county's growth is projected to occur within three miles of the subject. About 45.5% of the county's growth is projected to occur within 10 miles of the subject.

Household Growth-Age 55+				
	3-mile ring	5-mile ring	10-mile ring	Palm Beach
Households 2023 (est.)	19,216	44,511	151,536	349,901
Households 2028 (proj.)	20,823	48,017	161,338	371,449
% Change '23- '28	8.4%	7.9%	6.5%	6.2%
Absolute Change '23- '28	1,607	3,506	9,802	21,548
Average Change/Year	321	701	1,960	4,310

Household Size

The average household size (regardless of age) is largest in the five-mile ring (2.69 persons), followed by the three-mile ring. The trend is toward slightly larger average household sizes in the future in the three, five and 10-mile market areas and will remain similar on the county level.

Average Household Size Trend		
Market Area	2023	2028
3-mile ring	2.59	2.59
5-mile ring	2.69	2.69
10-mile ring	2.47	2.47
Palm Beach	2.41	2.42

Household Income

The average household income is highest on the County level, a trend that is expected to continue through 2028. Average household incomes are projected to increase between 2023 and 2028 in all the market areas.

Average Household Income Trend-Age 55+			
Market Area	2023 Estimate	2028 Projection	Change (23-28)
3-mile ring	\$87,377	\$97,496	11.6%
5-mile ring	\$84,905	\$94,824	11.7%
10-mile ring	\$94,253	\$104,863	11.3%
Palm Beach	\$110,822	\$122,799	10.8%

The median household incomes are highest on the County level, a trend that is expected to continue through 2028. Median household incomes are projected to increase between 2023 and 2028 in all the market areas.

DEMOGRAPHIC ANALYSIS (CONT'D)

Median Household Income Trend-Age 55+			
Market Area	2023 Estimate	2028 Projection	Change (23-28)
3-mile ring	\$56,964	\$63,254	11.0%
5-mile ring	\$59,419	\$65,678	10.5%
10-mile ring	\$63,890	\$70,760	10.8%
Palm Beach	\$72,458	\$80,552	11.2%

Household Income Distribution

All of the ring market areas have a relatively high number of senior households in the lower income categories, as about 45% to 47% of households earn less than \$50,000 annually. The following chart summarizes the proportion of households in each annual household income level. Note that the income ranges over \$50,000 contain larger income increments than the lower categories.

Household Income Distribution 2023 3, 5 & 10-Mile Rings Centered On Madison Terrace (26.60551, -80.0581)									
Market Area	3-Mi. Ring			5-Mi. Ring			10-Mi. Ring		
Total HH in Market Area	19,216			44,513			151,532		
Households 55 and Over Household Income	2023		Cum.	2023		Cum.	2023		Cum.
Less than \$15,000	2,481	2,481	12.9%	5,674	5,674	12.7%	18,074	18,074	11.9%
\$15,000 to \$24,999	1,982	4,463	10.3%	5,027	10,701	11.3%	16,217	34,291	10.7%
\$25,000 to \$34,999	2,037	6,500	10.6%	4,248	14,949	9.5%	14,192	48,483	9.4%
\$35,000 to \$49,999	2,304	8,804	12.0%	5,900	20,849	13.3%	19,906	68,389	13.1%
\$50,000 to \$74,999	2,900	11,704	15.1%	7,440	28,289	16.7%	24,236	92,625	16.0%
\$75,000 to \$99,999	2,062	13,766	10.7%	4,782	33,071	10.7%	16,807	109,432	11.1%
\$100,000 to \$124,999	1,514	15,280	7.9%	3,444	36,515	7.7%	12,208	121,640	8.1%
\$125,000 to \$149,999	953	16,233	5.0%	2,284	38,799	5.1%	8,251	129,891	5.4%
\$150,000 to \$199,999	972	17,205	5.1%	2,175	40,974	4.9%	7,825	137,716	5.2%
\$200,000 or more	2,011	19,216	10.5%	3,537	44,511	7.9%	13,820	151,536	9.1%
	100.0%			100.0%			100.0%		

Demand for Restricted Rent Units – Income Band Analysis for Subject Property

Income-Qualified Households

We have estimated the number of households within the market areas that will earn enough income to afford the subject units, but not so much as to exceed the maximum allowable income under the programs that will restrict the subject. The subject will set aside 18 (10.227%) of the units for households earning 30% or less of the Area Median Income (AMI) and 158 (89.773%) of the units for households earning 60% or less of AMI. This analysis will focus on the 60% AMI units.

The subject will be restricted by the Housing Credit program. We have attempted to reflect potential demand from households that would qualify for the subject units under similar programs only. Accordingly, the analysis excludes households that would require additional subsidies, such as Rental Assistance or Section 8, to afford the subject units. Restricted rent and income limit documentation from the Florida Housing Finance Corporation are included in the Addenda.

To determine the lower band of income per household that would qualify for the subject’s units, we applied a 45% housing expense ratio, which is estimated to be the most a household can afford to spend for housing (rent plus utilities). Applying a 45% housing expense ratio to the annualized housing expenditures for the least costly unit within the subject property results in a lower limit of the income band. Restricted rents for the subject are calculated based on the median income for the MSA, which is updated annually. Based on our estimated attainable rent, the lowest rent is for the one-bedroom units. Our estimated attainable gross rental rate is \$1,035 per month. The housing expense (rent plus utilities) is \$12,420 annually. Dividing this by the housing expense ratio of 45% results in an estimated minimum income of \$27,600, which will be used as the lower limit of income.

DEMOGRAPHIC ANALYSIS (CONT'D)

The upper limit of income is based on the maximum allowable income (per income restrictions) for a household that would occupy the largest unit offered. For elderly projects we estimate a maximum of two persons per unit. For the subject property, the maximum income for a two-person household at 60% set-aside is \$44,160.

No current data is available for household income by household size. The aggregate of all households within the qualifying income band does overestimate demand to some degree. However, we have set the upper limit based on a two-person household, which underestimates demand from larger households to some extent.

Due to the increments of the available data, we estimated the proportionate number of households in the income bands. About 74.0% of the households in the \$25,000 to \$34,999 income category falls between \$27,600 and \$34,999. About 61.1% of households in the \$35,000 to \$49,999 category earn \$44,160, or less.

The number of age and income-qualified households within the estimated income band is then multiplied by a propensity of renter-occupied housing; this figure is 40.1% for Palm Beach County. This estimate is based on the 2021 American Community Survey, which estimated tenure characteristics by income. The result is the number of age and income-qualified renter households in each market area.

Supply of Affordable Housing

The supply of affordable housing in this analysis is limited to existing and funded projects operating under the Housing Credit, HOME, SAIL and Tax-Exempt Bond programs with units targeted toward elderly tenants with incomes at or below 60% AMI.

Additional affordable projects are in the market areas; however, these developments operate under different income guidelines, have different tenant requirements, or have rent supplements with the rental rates based on 30% of the tenant's adjusted income. Therefore, these projects will not directly compete with the projects at the 60% AMI levels and have not been included in the supply.

Competition from Market Rate Projects

The subject's PMA has a supply of newer and older market rate properties. Since these units do not have income or rent restrictions and do not have compliance periods and could leave the supply at any time they have not been included in this analysis.

Competition from Single family and Condominium Rentals

The affordable supply does not appear to have been significantly impacted by competition from single family or condominium homes that have entered the rental market. Since these units do not have income or rent restrictions and do not have compliance periods and could leave the supply at any time they have not been included in this analysis.

LEVEL OF EFFORT MAP WITH THREE, FIVE AND 10-MILE RINGS



DEMOGRAPHIC ANALYSIS (CONT'D)

Demographic Analysis

The following chart summarizes our demographic analysis for the subject property to include Level of Effort, Capture Rate and Remaining Potential Demand. Growth is presented later.

Level of Effort 2023 3, 5 & 10-Mile Rings Centered On Madison Terrace (26.60551, -80.0581)										
Income Band										
Minimum - Attainable Gross Rent for Smallest Unit at 60% Set Aside					\$1,035 per mo.	\$27,600	45% cost-burden			
Maximum - Income Limit for Largest Unit Assuming 2 Person Maximum					\$44,160					
Market Area		3-Mi. Ring			5-Mi. Ring			10-Mi. Ring		
Households 55 and Over										
Total HH in Market Area 2023		19,216			44,513			151,532		
Household Income	% in Band	% of HH	Inc. Qual.	Cum.	% of HH	Inc. Qual.	Cum.	% of HH	Inc. Qual.	Cum.
Less than \$15,000	0.0%	12.9%	0.0%	0.0%	12.7%	0.0%	0.0%	11.9%	0.0%	0.0%
\$15,000 to \$24,999	0.0%	10.3%	0.0%	0.0%	11.3%	0.0%	0.0%	10.7%	0.0%	0.0%
\$25,000 to \$34,999	74.0%	10.6%	7.8%	7.8%	9.5%	7.1%	7.1%	9.4%	6.9%	6.9%
\$35,000 to \$49,999	61.1%	12.0%	7.3%	15.1%	13.3%	8.1%	15.2%	13.1%	8.0%	14.9%
\$50,000 to \$74,999	0.0%	15.1%	0.0%	15.1%	16.7%	0.0%	15.2%	16.0%	0.0%	14.9%
\$75,000 to \$99,999	0.0%	10.7%	0.0%	15.1%	10.7%	0.0%	15.2%	11.1%	0.0%	14.9%
\$100,000 to \$124,999	0.0%	7.9%	0.0%	15.1%	7.7%	0.0%	15.2%	8.1%	0.0%	14.9%
\$125,000 to \$149,999	0.0%	5.0%	0.0%	15.1%	5.1%	0.0%	15.2%	5.4%	0.0%	14.9%
\$150,000 to \$199,999	0.0%	5.1%	0.0%	15.1%	4.9%	0.0%	15.2%	5.2%	0.0%	14.9%
\$200,000 or more	0.0%	10.5%	0.0%	15.1%	7.9%	0.0%	15.2%	9.1%	0.0%	14.9%
		100.0%			100.0%			100.0%		
% of Households in Income Band				15.1%			15.2%	14.9%		
Multiplied by Total Households 55 and Over				<u>19,216</u>			<u>44,513</u>	<u>151,532</u>		
Age and Income-Qualified Households				2,902			6,766	22,578		
Propensity for Renter-Occupied Housing for HH within the Band				40.1%			40.1%	40.1%		
Age and Income-Qualified Renter HH in 2023 (IQRH = Potential Demand)				1,164			2,713	9,053		
Existing and Funded, Competitive Affordable Apartments				1,419			2,266	6,677		
Add: Subject's Units				<u>158</u>			<u>158</u>	<u>158</u>		
Total Projected Supply				1,577			2,424	6,835		
Indicated Level of Effort (LOE) (Supply/Age and Income-Qualified Renter HH)				135.5%			89.3%	75.5%		
Capture Rate (CR) (Subject Units/Age and Income Qualified Renter HH)				13.6%			5.8%	1.7%		
Remaining Potential Demand (RPD) (Supply - Age and Income-Qualified Renter HH)				-413			289	2,218		

The following chart summarizes the current supply of units (including any funded units and the subject property) in each of the areas surveyed.

Market Area	3-Mile Ring	5-Mile Ring	10-Mile Ring
Supply of Affordable Units	1,577	2,424	6,835

Therefore, the subject's Levels of Effort and Capture Rates in each of the market areas are summarized as follows.

Market Area	3-Mile Ring	5-Mile Ring	10-Mile Ring
Level of Effort	135.5%	89.3%	75.5%
Capture Rate	13.6%	5.8%	1.7%

For purposes of comparison, the chart on the following page summarizes the Levels of Effort and other indices for various apartment markets throughout Florida.

DEMOGRAPHIC ANALYSIS (CONT'D)

Comparison Counties

To evaluate the subject's Levels of Effort and Capture Rates, we have compared them to other markets throughout Florida. Meridian Appraisal Group, Inc. conducted an analysis that analyzed demographic rings (three, five and 10-mile) for elderly projects throughout the state of Florida.

Level of Effort

The three-mile Levels of Effort (LOE) for the comparison counties range from 13.0% to 78.4% compared to the subject's three-mile LOE of 135.5%. The five-mile LOEs for the comparison counties range from 6.3% to 52.8% compared to the subject's five-mile LOE of 89.3%. The 10-mile LOEs for the comparison counties range from 3.3% to 21.6% compared to the subject's 10-mile LOE of 75.5%. The subject's Levels of Effort are above the range of the comparison county averages. The relatively high Levels of Effort suggest significant competition considering the size of the existing and funded supply relative to the number of age and income-qualified renter households in the market areas.

Level of Effort				
	3-Mile Ring	5-Mile Ring	10-Mile Ring	Avg. Occ.
Subject	135.5%	89.3%	75.5%	0.0%
Bay Averages	13.0%	6.3%	3.3%	96.7%
Charlotte Averages	64.3%	35.5%	18.1%	96.3%
Polk Averages	78.4%	52.8%	11.0%	95.7%
Escambia Averages	35.5%	25.4%	16.8%	94.9%
Pasco Averages	39.1%	26.4%	19.7%	94.9%
Lake Averages	56.4%	24.8%	10.0%	92.3%
Brevard Averages	41.8%	20.7%	11.4%	92.0%
Sarasota Averages	33.6%	22.1%	8.0%	91.8%
Indian River Averages	29.7%	15.6%	13.1%	91.3%
Lee Averages	51.1%	34.0%	21.6%	84.7%

Capture Rate

The Capture Rates (CR) for the comparison counties range from 16.7% to 64.3% compared to the subject's three-mile CR of 13.6%. The five-mile CRs for the comparison counties range from 8.0% to 35.5% compared to the subject's five-mile CR of 5.8%. The 10-mile CRs for the comparison counties range from 3.5% to 18.1% compared to the subject's 10-mile CR of 1.7%. The subject's CRs are below the range in all the ring areas. A high Capture Rate suggests that a property will offer too many units for the depth of the market area.

Capture Rate				
County	3-Mile Ring	5-Mile Ring	10-Mile Ring	Avg. Occ.
Subject	13.6%	5.8%	1.7%	
Bay Averages	26.2%	15.0%	9.1%	96.7%
Charlotte Averages	64.3%	35.5%	18.1%	96.3%
Polk Averages	43.7%	29.1%	6.4%	95.7%
Escambia Averages	16.7%	8.0%	4.1%	94.9%
Pasco Averages	20.1%	10.7%	6.2%	94.9%
Lake Averages	42.3%	18.8%	7.4%	92.3%
Brevard Averages	24.5%	12.7%	7.2%	92.0%
Sarasota Averages	18.7%	11.7%	3.5%	91.8%
Indian River Averages	29.7%	15.6%	7.1%	91.3%
Lee Averages	28.3%	16.8%	10.4%	84.7%

DEMOGRAPHIC ANALYSIS (CONT'D)

Remaining Potential Demand

Remaining Potential Demand (RPD) is the number of income-qualified renter households that are not housed in existing or funded affordable units. Residents of these households may live in housing developments funded under other programs or other forms of housing.

The three-mile RPD for the comparison counties range from 90 to 491 compared to the subject's three-mile RPD of 413. The five-mile RPD for the comparison counties range from 297 to 1,209 compared to the subject's five-mile RPD of 289. The 10-mile RPD for the comparison counties range from 816 to 3,132 compared to the subject's 10-mile RPD of 2,218. The subject's RPD is relatively modest compared to the comparison counties. The performance of existing projects indicates significant demand.

Remaining Potential Demand				
	3-Mile Ring	5-Mile Ring	10-Mile Ring	Avg. Occ.
Subject	413	289	2,218	
Bay Averages	423	849	1,503	96.7%
Charlotte Averages	90	297	816	96.3%
Polk Averages	216	456	1,877	95.7%
Escambia Averages	491	1,209	2,464	94.9%
Pasco Averages	452	1,049	2,208	94.9%
Lake Averages	163	595	1,860	92.3%
Brevard Averages	371	1,055	2,182	92.0%
Sarasota Averages	367	881	3,132	91.8%
Indian River Averages	380	830	1,768	91.3%
Lee Averages	270	781	2,302	84.7%

Demand from Household Growth

We have also considered projected household growth within the subject's income band. The analysis is generally the same as that for the current population. However, we have considered the future income band based on projections of income growth. The demographic data indicates that the median household income in Palm Beach County is expected to change by about 11.2% between 2023 and 2028. We expect the median household income according to the Florida Housing Finance Corporation to reflect a similar increase, so the subject's future income band is estimated to range from about \$30,683 to \$49,093 by 2028 (current income band increased by 11.2%). From the number of age and income-qualified renter households projected for 2028, we subtracted the age and income-qualified renter households in 2023 to indicate the number of potential tenants for the subject based on household growth. The following analysis summarizes our calculations of potential demand from household growth within the income band.

DEMOGRAPHIC ANALYSIS (CONT'D)

Household Growth Through 2028 3, 5 & 10-Mile Rings Centered On Madison Terrace (26.60551, -80.0581)										
Market Area		3-Mi. Ring			5-Mi. Ring			10-Mi. Ring		
Total HH in Market Area 2028		20,823			48,017			161,339		
Households 55 and Over										
Household Income	% in Band	% of HH	Inc. Qual.	Inc. Cum.	% of HH	Inc. Qual.	Inc. Cum.	% of HH	Inc. Qual.	Inc. Cum.
Less than \$15,000	0.0%	11.4%	0.0%	0.0%	11.2%	0.0%	0.0%	10.5%	0.0%	0.0%
\$15,000 to \$24,999	0.0%	9.4%	0.0%	0.0%	10.2%	0.0%	0.0%	9.5%	0.0%	0.0%
\$25,000 to \$34,999	43.2%	9.4%	4.1%	4.1%	8.7%	3.7%	3.7%	8.6%	3.7%	3.7%
\$35,000 to \$49,999	94.0%	11.8%	11.1%	15.2%	12.3%	11.6%	15.3%	12.1%	11.3%	15.0%
\$50,000 to \$74,999	0.0%	14.7%	0.0%	15.2%	16.3%	0.0%	15.3%	15.6%	0.0%	15.0%
\$75,000 to \$99,999	0.0%	10.7%	0.0%	15.2%	11.0%	0.0%	15.3%	11.2%	0.0%	15.0%
\$100,000 to \$124,999	0.0%	8.4%	0.0%	15.2%	8.2%	0.0%	15.3%	8.4%	0.0%	15.0%
\$125,000 to \$149,999	0.0%	5.9%	0.0%	15.2%	6.0%	0.0%	15.3%	6.2%	0.0%	15.0%
\$150,000 to \$199,999	0.0%	6.0%	0.0%	15.2%	6.0%	0.0%	15.3%	6.4%	0.0%	15.0%
\$200,000 or more	0.0%	12.5%	0.0%	15.2%	10.0%	0.0%	15.3%	11.6%	0.0%	15.0%
		100.0%			100.0%			100.0%		
% of Households in Income Band				15.2%				15.3%		
Multiplied by Total Households 55 and Over				<u>20,823</u>				<u>48,017</u>		
Age and Income-Qualified Households in 2028				3,165				7,347		
Propensity for Renter-Occupied Housing for HH within the Band				40.1%				40.1%		
Age and Income-Qualified Renter HH in 2028				1,269				2,946		
Less: Age and Income-Qual. Renter HH in 2023				<u>1,164</u>				<u>2,713</u>		
Potential Demand from HH Growth next 5 years				105				233		
Annual Potential Demand				21				47		
Income Band - Increased from Current Levels Based on Proj. Median HH Income Growth										
Projected										
				2023 Inc. Band	Growth Rate		2028 Inc. Band			
Minimum				\$27,600	11.2%		\$30,683			
Maximum				\$44,160	11.2%		\$49,093			

This analysis indicates the following annual increases in the number of age and income-qualified renter households in the subject's income band in each of the market areas.

Market Area	3-Mile Ring	5-Mile Ring	10-Mile Ring
Annual Increase in Age & Income-Qual. Renter HH	21	47	130

The annual increase in the number of age and income-qualified renter households is positive in all three areas.

Annual growth greater than the size of the subject property is a positive demographic factor. The higher the annual growth in age and income-qualified renter households relative to the project size, the less the project must rely on cannibalizing tenants from existing properties. If the annual growth in income-qualified renter households is less than the project size, then the complex must rely on tenants moving from existing projects, which would lower the overall occupancy rate of the entire market and lower the expected stabilized occupancy rate of the subject property. The annual growth rate of age and income-qualified renter households in the Primary Market Area of 130 is smaller than the subject project with 176 units. This is a negative demographic factor.

Conclusion of Supply and Demand Analysis – 60% AMI Units

The subject will need to Capture only 1.7% of the Age and Income Qualified renter households within the three-mile ring. In addition, the Primary Market Area, defined as a 10-mile ring centered on the subject property, will add 130 Age and Income-Qualified renter households annually. Finally, According to the Florida Housing Finance Corporation's latest occupancy report, the Elderly projects within Palm Beach County are 98.4% occupied indicating significant demand.

CERTIFICATION

The undersigned appraiser hereby certifies the following to the best of his knowledge and belief.

- The statements of fact contained in this report (upon which the analyses, opinion and conclusions expressed herein are based) are true and correct.
- The analysis, opinions, and conclusion in the report are limited only by the assumptions and limiting conditions and any extraordinary assumptions if any, set forth, and are the personal, unbiased professional analyses, opinions and conclusions of the appraiser.
- The appraiser has no present or prospective interest in the subject property and have no personal bias with respect to the parties involved.
- The appraisers' compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.
- The reported analyses, opinions and conclusions were developed, and this appraisal 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, as promulgated by the Appraisal Standards Board of the Appraisal Foundation. The use of this report is subject to all regulations issued by the appropriate regulatory entities regarding the enactment of Title XI of the Financial Institution Reform, Recovery and Enforcement Act of 1989 (FIRREA).
- I do not authorize the out-of-context quoting from or partial reprinting of this appraisal report and neither all nor part of this appraisal report shall be disseminated to the general public by the use of any public communications media without the prior written consent of the undersigned appraiser.
- Use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- No one other than the undersigned prepared the personal unbiased professional analyses, conclusions and opinions concerning real estate that are set forth in this appraisal report unless and except as acknowledged in this report.
- The appraiser has performed within the context of the competency provision of the Uniform Standards of Professional Appraisal Practice.

Property Location

The subject is located on the east side of South Dixie Highway, in Lake Worth, Palm Beach County, Florida.

Date of Report

April 20, 2023

Certified by

Meridian Appraisal Group, Inc.

Robert Von, President

State-Certified General Real Estate Appraiser RZ1604

ADDENDA

APPRAISERS' QUALIFICATIONS



QUALIFICATIONS OF ROBERT VON, PRESIDENT

BUSINESS ADDRESS	Meridian Appraisal Group, Inc. 1331 Sundial Point Winter Springs, Florida 32708 Phone: 407.637.8705 Fax: 407.875.1061 E-mail: rvon@meridianag.com
FORMAL EDUCATION	California State University, Northridge May 1986, Bachelor of Science in Business Administration, Real Estate Finance
REAL ESTATE EDUCATION	Has completed course work for admission to the Appraisal Institute and all necessary for State-Certification and continuing education. A partial list of course work is as follows: <i>Course/Seminars/Continuing Education</i> <ul style="list-style-type: none">• Real Estate Appraisal Principles• Basic Valuation Procedures• Standards of Professional Practice – Part A• Standards of Professional Practice – Part B• Capitalization Theory and Techniques – Part A• Capitalization Theory and Techniques – Part B• Highest and Best Use and Market Analysis• Appraising Troubled Properties• Advanced Applications• USPAP Update• MAP Valuation Training for Third Party Appraisers
EXPERIENCE	
2007 – Present	Meridian Appraisal Group, Inc. President and Principal Responsible for the acquisition, co-ordination and review of appraisal assignments on real property. Also responsible for the preparation of appraisal assignments on various real property with specialization in multi-family apartments and A&D projects throughout Florida. Have completed over 1,000 affordable apartment projects for all demographic categories throughout the state of Florida.
January 2004 – 2007	Realvest Appraisal Services, Inc. President and Principal
June 1998 – 2003	Realvest Appraisal Services, Inc. Vice President and Principal Responsible for the acquisition, co-ordination and review of appraisal assignments on real property. Also responsible for the preparation of appraisal assignments on various real property with specialization in multi-family apartments and A&D projects throughout Florida.
1994 – 1998	Pardue, Heid, Church, Smith & Waller, Inc. Commercial Manager and Commercial Real Estate Analyst Responsible for the preparation and review of appraisal assignments on various real property including vacant land, subdivisions, retail centers, office buildings, apartments, industrial properties and special use properties.

QUALIFICATIONS OF ROBERT VON, PRESIDENT (CONT'D)

1993 – 1994

Barnett Banks, Inc.
Review Appraiser

Responsible for reviewing reports for Special Assets and Corporate and Commercial Real Estate Department. Performed all appraisal reviews for the CFCRC, a consortium of 12 lending institutions.

1986 – 1993

HomeFed Bank, FSB
Senior Review Appraiser


Responsible for the ordering and review of full narrative appraisal reports for the entire east coast portfolio. Assignments completed in 14 states and the District of Columbia

CERTIFICATIONS & LICENSES

State-Certified General Real Estate Appraiser RZ1604
Orlando Chamber of Commerce – Member
Downtown Orlando Partnership – Member


PROFESSIONAL AFFILIATIONS

Board of Directors – Florida Housing Coalition



Ron DeSantis, Governor

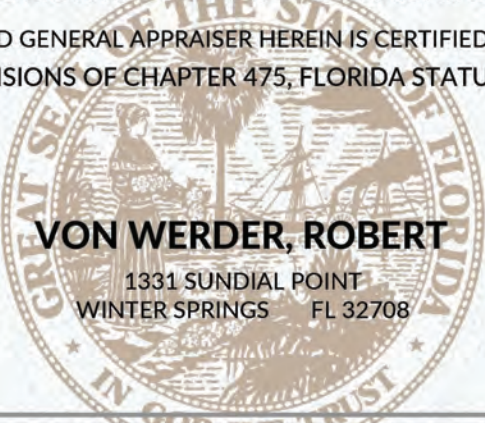
Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES




VON WERDER, ROBERT
1331 SUNDIAL POINT
WINTER SPRINGS FL 32708

LICENSE NUMBER: RZ1604

EXPIRATION DATE: NOVEMBER 30, 2024

Always verify licenses online at MyFloridaLicense.com



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RENT & INCOME LIMITS

Note: The general hold harmless provisions of IRC Section 142(d)(2)(E) mean that projects with at least one building placed in service on or before the end of the 45-day transition period for newly-released limits use whichever limits are greater, the current-year limits or the limits in use the preceding year.

HUD release: 4/18/2022

Effective: 4/18/2022

Implement on/before: 6/1/2022

FHFC Posted: 4/25/2022

2022 Income Limits and Rent Limits

Florida Housing Finance Corporation

Multifamily Rental Programs and CWHIP Homeownership Program

NOTE: Does not pertain to CDBG-DR, HHRP, HOME, NHTF or SHIP

County (Metro)	Percentage Category	Income Limit by Number of Persons in Household										Rent Limit by Number of Bedrooms in Unit					
		1	2	3	4	5	6	7	8	9	10	0	1	2	3	4	5
Palm Beach County (West Palm Beach- Boca Raton HMFA)	20%	12,880	14,720	16,560	18,400	19,880	21,360	22,820	24,300	25,760	27,232	322	345	414	478	534	589
	25%	16,100	18,400	20,700	23,000	24,850	26,700	28,525	30,375	32,200	34,040	402	431	517	598	667	736
	28%	18,032	20,608	23,184	25,760	27,832	29,904	31,948	34,020	36,064	38,125	450	483	579	669	747	824
	30%	19,320	22,080	24,840	27,600	29,820	32,040	34,230	36,450	38,640	40,848	483	517	621	717	801	883
	33%	21,252	24,288	27,324	30,360	32,802	35,244	37,653	40,095	42,504	44,933	531	569	683	789	881	971
	35%	22,540	25,760	28,980	32,200	34,790	37,380	39,935	42,525	45,080	47,656	563	603	724	837	934	1,030
	40%	25,760	29,440	33,120	36,800	39,760	42,720	45,640	48,600	51,520	54,464	644	690	828	957	1,068	1,178
	45%	28,980	33,120	37,260	41,400	44,730	48,060	51,345	54,675	57,960	61,272	724	776	931	1,076	1,201	1,325
	50%	32,200	36,800	41,400	46,000	49,700	53,400	57,050	60,750	64,400	68,080	805	862	1,035	1,196	1,335	1,472
	60%	38,640	44,160	49,680	55,200	59,640	64,080	68,460	72,900	77,280	81,696	966	1,035	1,242	1,435	1,602	1,767
	70%	45,080	51,520	57,960	64,400	69,580	74,760	79,870	85,050	90,160	95,312	1,127	1,207	1,449	1,674	1,869	2,061
	80%	51,520	58,880	66,240	73,600	79,520	85,440	91,280	97,200	103,040	108,928	1,288	1,380	1,656	1,914	2,136	2,356
	120%	77,280	88,320	99,360	110,400	119,280	128,160	136,920	145,800	154,560	163,392	1,932	2,070	2,484	2,871	3,204	3,534
	140%	90,160	103,040	115,920	128,800	139,160	149,520	159,740	170,100	180,320	190,624	2,254	2,415	2,898	3,349	3,738	4,123
HERA Special Limits per Section 142(d)(2)(E) (Est. 2021) <i>For use by projects that placed in service at least one building on or before 12/31/2008</i>	25% - HS	16,575	18,950	21,325	23,675	25,575	27,475	29,375	31,275	33,145	35,039	414	444	533	615	686	758
	28% - HS	18,564	21,224	23,884	26,516	28,644	30,772	32,900	35,028	37,122	39,244	464	497	597	689	769	849
	30% - HS	19,890	22,740	25,590	28,410	30,690	32,970	35,250	37,530	39,774	42,047	497	532	639	738	824	909
	33% - HS	21,879	25,014	28,149	31,251	33,759	36,267	38,775	41,283	43,751	46,251	546	586	703	812	906	1,000
	35% - HS	23,205	26,530	29,855	33,145	35,805	38,465	41,125	43,785	46,403	49,055	580	621	746	861	961	1,061
	40% - HS	26,520	30,320	34,120	37,880	40,920	43,960	47,000	50,040	53,032	56,062	663	710	853	985	1,099	1,213
	45% - HS	29,835	34,110	38,385	42,615	46,035	49,455	52,875	56,295	59,661	63,070	745	799	959	1,108	1,236	1,364
	50% - HS	33,150	37,900	42,650	47,350	51,150	54,950	58,750	62,550	66,290	70,078	828	888	1,066	1,231	1,373	1,516
60% - HS	39,780	45,480	51,180	56,820	61,380	65,940	70,500	75,060	79,548	84,094	994	1,065	1,279	1,477	1,648	1,819	
140% - HS	92,820	106,120	119,420	132,580	143,220	153,860	164,500	175,140	185,612	196,218	2,320	2,486	2,985	3,447	3,846	4,245	

**MADISON TERRACE
LAKE WORTH BEACH, FL**

**PARKING NEEDS ANALYSIS
Based on Existing Comparable Developments
Average Analysis**

Estimate (Average - Uses the average of all prior developments shown below)

Madison Terrace, Lake Worth Beach							176 Units	
Unit Type	Total Quantity	Occupied			Percent Occupied	Per Occupied Unit		
		Units	Adults	Cars		Adults	Cars	
1 BR Units	176	176	188.1	95.4	100.0%	1.07	0.54	
2 BR Units	0	0	0.0	0.0	100.0%	1.33	0.72	
Total	176	176	188.1	95.4	100.0%			
Average						1.07	0.54	

PROPOSED PARKING	Cars	Percent
Used by Residents	96	78.0%
Used by Management Staff	2	1.6%
Available for Visitors	25	20.3% 26.0% of resident parking
Total Proposed Parking Spaces	123	100.0%

Total Projects Included: 13
Total Units Included: 1,322

Data used for this project can be found on the subsequent pages.

Madison Square, Cape Coral, FL (Same Unit Types & Amenities as Madison Terrace w/ 82 Units)							
Unit Type	Total Quantity	Occupied			Percent Occupied	Per Occupied Unit	
		Units	Adults	Cars		Adults	Cars
1 BR Units	41	41	44	31	100.0%	1.07	0.76
2 BR Units	41	41	53	37	100.0%	1.29	0.90
Total	82	82	97	68	100.0%		
Average						1.18	0.83
Approved and Constructed Spaces				70			

Madison Landing II, Orlando, FL (Same Unit Types & Amenities as Madison Terrace w/ 96 Units)							
Unit Type	Total Quantity	Occupied			Percent Occupied	Per Occupied Unit	
		Units	Adults	Cars		Adults	Cars
1 BR Units	48	48	50	23	100.0%	1.04	0.48
2 BR Units	48	48	71	39	100.0%	1.48	0.81
Total	96	96	121	62	100.0%		
Average						1.26	0.65
Approved and Constructed Spaces				95			

Madison Landing, Orlando, FL (Same Unit Types & Amenities as Madison Terrace w/ 110 Units)							
Unit Type	Total Quantity	Occupied			Percent Occupied	Per Occupied Unit	
		Units	Adults	Cars		Adults	Cars
1 BR Units	55	55	57	28	100.0%	1.04	0.51
2 BR Units	55	55	78	38	100.0%	1.42	0.69
Total	110	110	135	66	100.0%		
Average						1.23	0.60
Approved and Constructed Spaces				96			

Madison Highlands, Tampa, FL (Same Unit Types & Amenities as Madison Terrace w/ 102 Units)							
Unit Type	Total Quantity	Occupied			Percent Occupied	Per Occupied Unit	
		Units	Adults	Cars		Adults	Cars
1 BR Units	51	51	50	28	100.0%	0.98	0.55
2 BR Units	51	51	61	34	100.0%	1.20	0.67
Total	102	102	111	62	100.0%		
Average						1.09	0.61
Approved and Constructed Spaces				102			

Madison Point, Clearwater, FL (Same Unit Types & Amenities as Madison Terrace w/ 80 Units)							
Unit Type	Total Quantity	Occupied			Percent Occupied	Per Occupied Unit	
		Units	Adults	Cars		Adults	Cars
1 BR Units	40	40	44	23	100.0%	1.10	0.58
2 BR Units	40	40	52	35	100.0%	1.30	0.88
Total	80	80	96	58	100.0%		
Average						1.20	0.73
Approved and Constructed Spaces				72			

Madison Vines, Fort Pierce, FL (Same Unit Types & Amenities as Madison Terrace w/ 92 Units)							
Unit Type	Total Quantity	Occupied			Percent Occupied	Per Occupied Unit	
		Units	Adults	Cars		Adults	Cars
1 BR Units	46	45	45	27	97.8%	1.00	0.60
2 BR Units	36	34	40	25	94.4%	1.18	0.74
3 BR Units	10	10	19	9	100.0%	1.90	0.90
Total	92	89	104	61	96.7%		
Average						1.17	0.69
Approved and Constructed Spaces				98			

Madison Crossing, Kissimmee, FL (Same Unit Types & Amenities as Madison Terrace w/ 86 Units)							
Unit Type	Total Quantity	Occupied			Percent Occupied	Per Occupied Unit	
		Units	Adults	Cars		Adults	Cars
1 BR Units	44	44	49	23	100.0%	1.11	0.52
2 BR Units	44	44	69	28	100.0%	1.57	0.64
Total	88	88	118	51	100.0%		
Average						1.34	0.58
Approved and Constructed Spaces				86			

Madison Crossing II, Kissimmee, FL (Same Unit Types & Amenities as Madison Terrace w/ 86 Units)							
Unit Type	Total Quantity	Occupied			Percent Occupied	Per Occupied Unit	
		Units	Adults	Cars		Adults	Cars
1 BR Units	43	43	52	22	100.0%	1.21	0.51
2 BR Units	43	43	64	23	100.0%	1.49	0.53
Total	86	86	116	45	100.0%		
Average						1.35	0.52
Approved and Constructed Spaces				N/A			

Madison Heights, Tampa, FL (Same Unit Types & Amenities as Madison Terrace w/ 80 Units)							
Unit Type	Total Quantity	Occupied			Percent Occupied	Per Occupied Unit	
		Units	Adults	Cars		Adults	Cars
1 BR Units	40	40	46	10	100.0%	1.15	0.25
2 BR Units	40	40	60	20	100.0%	1.50	0.50
Total	80	80	106	30	100.0%		
Average						1.33	0.38
Approved and Constructed Spaces				80			

Madison Reserve, Spring Hill, FL (Same Unit Types & Amenities as Madison Terrace w/ 90 Units)							
Unit Type	Total Quantity	Occupied			Percent Occupied	Per Occupied Unit	
		Units	Adults	Cars		Adults	Cars
1 BR Units	46	46	48	26	100.0%	1.04	0.57
2 BR Units	44	44	55	37	100.0%	1.25	0.84
Total	90	90	103	63	100.0%		
Average						1.14	0.70
Approved and Constructed Spaces				94			

Madison Glen, Ormond Beach, FL (Same Unit Types & Amenities as Madison Terrace w/ 96 Units)							
Unit Type	Total Quantity	Occupied			Percent Occupied	Per Occupied Unit	
		Units	Adults	Cars		Adults	Cars
1 BR Units	49	48	50	26	98.0%	1.04	0.54
2 BR Units	37	34	41	24	91.9%	1.21	0.71
3 BR Units	10	8	9	7	80.0%	1.13	0.88
Total	96	90	100	57	93.8%		
Average						1.11	0.63
Approved and Constructed Spaces				79			

Lansdowne Terrace, Lutz, FL (Same Unit Types & Amenities as Madison Terrace w/ 160 Units)							
Unit Type	Total Quantity	Occupied			Percent Occupied	Per Occupied Unit	
		Units	Adults	Cars		Adults	Cars
1 BR Units	81	78	83	43	96.3%	1.06	0.55
2 BR Units	55	55	66	32	100.0%	1.20	0.58
3 BR Units	24	21	31	16	87.5%	1.48	0.76
Total	160	154	180	91	96.3%		
Average						1.17	0.59
Approved and Constructed Spaces				N/A			

Madison Manor, Jacksonville, FL (Same Unit Types & Amenities as Madison Terrace w/ 160 Units)							
Unit Type	Total Quantity	Occupied			Percent Occupied	Per Occupied Unit	
		Units	Adults	Cars		Adults	Cars
1 BR Units	80	79	82	50	98.8%	1.04	0.63
2 BR Units	56	55	65	51	98.2%	1.18	0.93
3 BR Units	24	23	28	24	95.8%	1.22	1.04
Total	160	157	175	125	98.1%		
Average						1.11	0.80
Approved and Constructed Spaces				N/A			

Project Narrative

JUSTIFICATION STATEMENT

REZONING, MAJOR SITE PLAN, SUSTAINABLE BONUS INCENTIVE PROGRAM & TRANSFER DEVELOPMENT RIGHTS (TDR)

Initial Submittal:

INTRODUCTION

In August of 2022, the Lake Worth Beach City Commission declared an affordable housing “State of Emergency” and pledged to create policies to alleviate the current pressure of rising housing costs in their community. Understanding the City’s need and desire for affordable housing, we are requesting entitlements that allow us to maximize the density and building height that are consistent with the current comprehensive plan and land development regulations.

REQUESTED ENTITLEMENTS AND WAIVERS

- Land Use Amendment & Rezoning, Planned Development, and Major Site Plan
- Sustainable Bonus Incentive Program & Transfer Development Rights
- Waivers

Code Section	Item	Requirement	Request
Sec 23.2-39 (b)(1)(c)	Affordable Housing Parking Req	1 Space / 1 Unit	0.7 Spaces / 1 Unit
Sec 23.6-1 (3)(d)	Terminal Landscape Island Width	8'	3.5'
Sec 23.3-19 (d)	Maximum Wall Height at Side Setback	45'	68'

LAND USE AMENDMENT & REZONING


General Description of Property

The project consists of five parcels with a land area of 1.61 acres. The existing condition of each land area is described in the table below and depicted graphically in the map overview. The parcels are bound by South Dixie Highway to the east and South H Street to the west. Between the easterly parcel fronting on South Dixie Hwy and the four westerly parcels fronting on South H Street is an alley public right of way and adjacent to the south property line is the 9th Street South public right of way. We are requesting vacation of these adjacent rights-of-way adding 0.20 acres of additional land area to the project bringing the total project area to 1.81 acres.

Parcel	Address	Parcel ID	Area (ac)	Existing		Proposed	
				Land Use	Zoning	Land Use	Zoning
1	821 S Dixie Hwy	38-43-44-21-15-253-0110	0.9298	MU-E	MU-DH	TOD	TOD-E
2	818 South H St	38-43-44-21-15-253-0040	0.3099	TOD	TOD-E	TOD	TOD-E
3	824 South H St	38-43-44-21-15-253-0032	0.0689	TOD	TOD-E	TOD	TOD-E
4	826 South H St	38-43-44-21-15-253-0020	0.155	TOD	TOD-E	TOD	TOD-E
5	832 South H St	38-43-44-21-15-253-0010	0.155	TOD	TOD-E	TOD	TOD-E



Map Legend

Vacated Rights of Way 

Outline of Property Included in Project 

Parcel One (1), that fronts on South Dixie Highway, currently has future land use of Mixed Use and zoning of Mixed Use-Dixie Highway (MUDH). Our request is to amend the future land use map to Transit Oriented Development (TOD) and zoning to TOD-E.

The parcels (2, 3, 4, & 5), that front on South H Street, currently have a future land use of Transit Oriented Development (TOD) and zoning of TOD-E. Our request does not include any changes to these existing entitlements.

Surrounding Properties

The subject properties are located west of South Dixie Highway, between 8th Avenue South and 9th Avenue South. This section of South Dixie is primarily comprised of used car sales lots, automotive repair shops, motels, and various other service-oriented businesses. The properties west of the project site are a mix of multifamily and single family residential. This table describes the attributes of the properties directly adjacent to the project site.

	FLU Designation	Zoning District	Existing Use
North	MU-E	MU-DH (Mixed Use-Dixie Hwy)	Hotel
South	MU-E	MU-DH (Mixed Use-Dixie Hwy)	Automotive
	TOD	TOD-E (Transit-Oriented Development East)	Residential
East	MU-E	MU-DH (Mixed Use-Dixie Hwy)	Retail
	MU-E	MU-DH (Mixed Use-Dixie Hwy)	Medical
	MU-E	MU-DH (Mixed Use-Dixie Hwy)	Hotel
West	TOD	TOD-E (Transit-Oriented Development East)	Residential
	TOD	TOD-E (Transit-Oriented Development East)	Automotive

North

Directly north of project site is a Travel Inn Motel with a FLU designation of MU-E (Mixed Use-East) and zoning designation of MU-DH (Mixed Use-Dixie Hwy).

South

Directly south of the project site is an automotive mechanic with a FLU designation of MU-E (Mixed Use-East) and zoning designation of MU-DH (Mixed Use-Dixie Hwy) and a single family residence.

East

Directly East of the project site is Budget Inn motel and various offices with a FLU designation of MU-E (Mixed Use-East) and zoning designation of MU-DH (Mixed Use-Dixie Hwy).

West

Directly West of the project site are various multifamily residential units with a FLU designation of MU-E (Mixed Use-East) and zoning designation of MU-DH (Mixed Use-Dixie Hwy).

Development Details

- The development will consist of a two-phase low-income housing apartment for seniors age restricted to individuals with a minimum age of 55 years providing a maximum of 176 residential units.
 - Phase one will provide 91 units with a unit mix of 83 one-bedroom eight studio units
 - Phase two will provide 85 units all consisting of one-bedroom.
- Each phase will have a six-story building with structured parking and surface parking, resident common areas and amenities, pedestrian connectivity to the surrounding neighborhood and the South Dixie Highway public transportation corridor.
- Building security that provides key FOB access for residents, cameras that monitor vehicular ingress and egress, and cameras on each floor monitoring elevator ingress and egress
- Amenities and common areas within each building.
 - Full time property management
 - Activity room for social gathering
 - Game room with Billiards table

Resident Benefits

- Developer paid water and sewer service
- Developer paid utility allowance for electricity
- Developer provided washers and dryers in each residential unit at no charge to residents

Ingress/Egress

- Vehicular access to the site will be achieved by two driveways connected to South H Street on the west side of the project. South H Street provides our elderly residents with a more manageable low traffic point of entry to offsite traffic as opposed to South Dixie Highway.
- For drivers heading south, South H Street can be utilized to access S Dixie at 10th Avenue South where they can make a right onto S Dixie Hwy.
- For Drivers heading north, South H Street can be utilized to access 6th Avenue South where drivers can turn right and access the signalized intersection at South Dixie Highway.

FLORIDA HOUSING FINANCE CORPORATION (FHFC)

- The project will be financed with low-income housing tax credits provided by the federal government and allocated by the FHFC through RFA 2023-202.
- Each phase must independently obtain a housing credit allocation from FHFC.
- Each phase is required to remain affordable housing for a period of at least 50 years.
- Rental rates are established by the Department of Housing and Urban Development (HUD)
- The maximum rental rates are based on 80% of the Area Median Income (AMI).
- At least 10% of the units must have “Extremely Low Income” ELI rental rates based on a maximum of 30% of the AMI.
- The average rental rate for all apartment units cannot exceed 60% of AMI.

For perspective most market rate apartments in Lake Worth Beach have rental rates equivalent to 120% AMI

Market Rate Apartments				
Community	Unit Type	SF	Rent	Rent Per SF
The Mid	1 Bdrm\1 Bath	635	\$1,850.00	\$2.91
The Bohemian	1 Bdrm\1 Bath	605	\$2,035.00	\$3.36

Madison Terrace						
Unit Type	SF	AMI	Gross Rent	Utility Allow	Net Rent	Rent Per SF
Studio	430	30%	\$483.00	-\$78.00	\$405.00	\$0.94
Studio	430	60%	\$966.00	-\$78.00	\$888.00	\$2.07
1 Bdrm\1 Bath	576	30%	\$517.00	-\$89.00	\$428.00	\$0.74
1 Bdrm\1 Bath	576	60%	\$1,035.00	-\$89.00	\$946.00	\$1.64
1 Bdrm\1 Bath	576	70%	\$1,207.00	-\$89.00	\$1,118.00	\$1.94

REZONING CRITERIA & PLANNED DEVELOPMENT DISTRICT STANDARDS

Section 23.2-26, Rezoning of Land and Future Land Use Map (FLUM) Amendments of the City’s Code of Ordinance requires the Applicant to address the Findings in accordance with Section 23.2-26(3). The Applicant is providing a Justification Statement, Site Plan, and other relevant documents as part of this Rezoning, and has demonstrated this proposal meets the requirements set forth in the applicable City’s Code of Ordinances.

A. Consistency

The proposed Rezoning to have a RPD with an underlying land use of TOD on the subject site is consistent with the purpose and intent of the applicable comprehensive plan and land development regulations. Pursuant to Section 23.3-25(a) of the City’s Code of Ordinances, Planned Development is allowed in any mixed-use district, in which the site is compliant. In addition, the change to a RPD zoning district with an underlying TOD is consistent with the purposes, goals, objectives, and policies of the Comprehensive Plan.

The request to Rezone to an RPD promotes *Objectives 1.2.2, 1.2.3, and 1.2.4* of the City of Lake Worth Beach’s Comprehensive Plan by using the land in a more efficient manner and reducing the dependence on automobiles, as well as, utilizing the Sustainable Bonus Incentive Program and the Transfer Development Rights to increase density and building height. The density increase will allow for 176 units of senior affordable housing on 1.61 acres of land. Also, the senior demographic that meets the area median income requirements are more likely to utilize public transportation over personal use of an automobile.

The request to Rezone to an RPD promotes *Policy 1.3.1.1* of the City of Lake Worth Beach's Comprehensive Plan to reduce or eliminate nonconforming land uses. Currently, the 821 S Dixie Hwy parcel is being used to sell used automobiles which is a nonconforming use under the zoning of MU-DH. By rezoning to an RPD with an underlying land use of TOD, the proposed project will provide residential units which is a permitted use under the LDR.

The request to Rezone to an RPD promotes *Objectives 1.6, 1.6.1, and 1.6.7* of the City of Lake Worth Beach's Comprehensive Plan to support the CRA's infill and redevelopment initiatives, to support the redevelopment of older urban areas and to encourage infill development and renewal of blighted areas. The proposed site will be considered an infill development and is located within the CRA. The 1.61 acres will be used to redevelop the blighted vacant land as well as the used car lot that currently operates on the proposed site.

B. Land Use Pattern

The proposed rezoning amendment of Parcel 1, 821 South Dixie Highway, from Mixed Use-Dixie Highway (MU-DH) to Transit Oriented Development East (TOD-E) will provide a consistent uniform zoning category across the five parcels that comprise the project site. Consolidating the five parcels into one uniform land use and zoning category promotes the opportunity to achieve a more desirable and sustainable development.

C. Sustainability

The subject site's current land use is a used car sales lot the building was constructed in 1940. It is one of the many uses in this section of South Dixie Highway that acts as an anchor of unsustainability and a barrier to sustainable development. The proposed rezoning and development will act as a catalyst to break this long-standing unproductive cycle of stagnation. This stretch of South Dixie Highway is in dire need of new vibrant development to complement the current land uses and motivate future land uses such as retail and commercial. The proposed high-density residential development will help support the current public transportation system and spawn new mass transit initiatives.

Availability of Public Services/Infrastructure

Essential water, sewer, and electric service is currently available directly to the site and is easily accessible with the proposed redevelopment as demonstrated in our preliminary engineering plans. Other necessary public services and basic social needs such as public transportation, food sources, access to medical facilities and pharmacies, recreational facilities, are all in close proximity to the site. Many of our residents do not have vehicles and rely on public transportation or walking to their destinations.

- Bravo Supermarket 1,900'
- Bus Stops 500'
- Walgreens Pharmacy 1,200'
- Doctors Offices 1,300'
- Recreational Facilities 2,900'
And Parks

D. Compatibility

The proposed rezoning of the subject site is compatible with adjacent zoning districts. In this area of the city South Dixie Highway acts as the spine of development providing the community with commercial uses, retail uses, and service-oriented office space. Moving east and west from this corridor rapidly transitions to low density residential and then to single family residential. Introducing a high-density residential use on South Dixie Highway will provide a residential critical mass that is critical to attract future redevelopment of retail and commercial space.

E. Direct Community Sustainability and Economic Development Benefits

1. Further implementation of the city's economic development (CED) program

Response: The proposed Rezoning of the 1.61-acre subject site to an RPD zoning district would further implement the City's CED program by using the SBIP approval process. The proposed development will also be 100% income restricted affordable housing. This will allow for many of Lake Worth Beach's residents the ability to afford stable secure apartments that they can call home.

2. Contribute to the enhancement and diversification of the city's tax base

Response: The proposed 176 multifamily unit residential development on a 1.61-acre subject site would contribute to the enhancement and diversification of the City's tax base. The future residents of the proposed development will provide business to the existing commercial uses along the South Dixie Highway commercial corridor. Typically, our projects will increase the tax base by at least 10 times.

3. Respond to the current market demand or community needs or provide services or retail choices not locally available

Response: By adding 176 units of income restricted housing for the seniors (ages 55+) of Lake Worth Beach, we will be responding directly to the housing emergency that was declared by the City Commission back in August of 2022. The newest multifamily developments in Lake Worth Beach have been market rate communities that are focused more on the younger, higher income earning demographic through their design and rental rates.

4. Create new employment opportunities for the residents, with pay at or above the county average hourly wage

Response: Although our two-phase development will provide a handful of employment opportunities, it is a residential development which will provide 176 new homes for the seniors of Lake Worth Beach.

5. Represent innovative methods/technologies, especially those promoting sustainability

Response: The proposed development will include sustainable elements that meet the Florida Green Building Certification standards. There will be an open space between the two buildings that the public can use. The proposed development will also provide additional landscaping including a beautifully landscaped space to complement the sidewalk area between the buildings and South Dixie Highway.

Additional landscaping will be used to not only buffer the parking area behind the buildings but to also provide more green space within the parking area.

6. Support more efficient and sustainable use of land resources in furtherance of overall community health, safety and general welfare

Response: The current use of the property is predominantly a used auto sales lot. Three of the parcels are vacant and one parcel has a single-family home. The RPD rezoning would allow for 176 new affordable housing residential units for seniors. Many of our senior residents rely on public transportation and according to the Institute of Traffic Engineers our projects produce less than half of the daily traffic trips that a typical apartment generates. Therefore, this project will have a much smaller impact on public infrastructure and services than a typical apartment. Because this project is restricted from housing school aged children it will not impact local schools. There are not many sites in Lake Worth Beach that can provide this level of community benefit while maintaining the general welfare of Lake Worth Beach residents, and with such little impact to public services.

7. Be complimentary to existing uses, thus fostering synergy effects

Response: The proposed development will add 176 residential units to the city's housing base. Many of our future residents will vacate their existing homes which will in turn provide housing for new residents in the Lake Worth Beach area. The effect will cultivate synergy for nearby Lake Work Beach commercial, retail, and service-oriented businesses throughout the city and especially along South Dixie Highway. In particular, the senior demographic that occupies our project will bolster the health care related businesses.

8. Alleviate blight/economic obsolescence of the subject area

Response: The 1.61-acre project site is predominantly vacant land which presents an infill development opportunity amongst the older existing buildings that dominate the area. Rezoning the site to an RPD will allow for two new and modern buildings that provide 176 affordable residential units. This new concentration of residents will provide a stimulus for local businesses, encourage more redevelopment, and attract new business ventures. These are the ingredients necessary to alleviate blight and eradicate economic obsolescence.

SITE DESIGN QUALITATIVE STANDARDS

Section 23.2-31 (c)

1. Harmonious and Efficient Organization

Requirement: 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 proposed site consists of two distinct areas, one located east of the alley with frontage along South Dixie Highway, the East property, and one located west of the alley with frontage along South H Street, the West property. The surrounding properties adjacent to the East property are more intensive uses and the properties adjacent to the West property are less intensive uses. The site plan is organized by placing our most intensive element, the residential buildings, adjacent to the intense commercial and service-oriented uses along South Dixie Highway and the less intensive element, the parking and stormwater retention area, adjacent to the less intense single family and multifamily uses along South H Street.

2. Preservation of Natural Conditions

Requirement: 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 chapter 12, health and sanitation, article V, fertilizer friendly use regulations. Fertilizer/pesticide conditions may be attached to development adjacent to waterbodies.

Response: The proposed site was previously cleared resulting in three vacant parcels, one parcel with a single-family home, and one parcel was developed into a large parking lot that is currently being used for auto sales. There is no remaining natural floral habitat to preserve and the proposed landscaping will deter wind and water erosion within or adjacent to the development site. The multifamily project being proposed for this site will address the drainage element by using exfiltration and a stormwater pond.

3. Screening and Buffering

Requirement: 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: The required screening and buffering elements are provided on the proposed site plan which meets the LDR requirements. The proposed development provides a ten-foot landscape buffer along South Dixie Highway, a five-foot buffer along the northern and southern boundaries, and a fifteen-foot buffer along the western boundary of the project site. In addition, the adjacent properties to the south

will gain 20' with the vacation of the 40' 9th Avenue South right of way providing an opportunity for more vegetative buffering.

4. Enhancement of Residential Privacy

Requirement: 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 multifamily buildings will be placed along the eastern portion of the project site to avoid any privacy concerns with the multifamily buildings to the west of South H Street. The privacy for the ground floors of both building one and building two will be enhanced by landscape buffers along South Dixie Highway.

5. Emergency Access

Requirement: 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 to both proposed buildings with appropriate site circulation.

6. Access to Public Ways

Requirement: 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.

Response: Safe and convenient vehicular access is provided via South H St. The buildings provide multiple entry and exit points that lead to pedestrian safe walkways providing safe and convenient access to the parking area and public streets.

7. Pedestrian Circulation

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

Response: A pedestrian circulation system is provided that is separate from the vehicular circulation system. This will provide safe and efficient circulation for all residents. The pedestrian circulation system connects residents to both buildings within the development.

8. Design of Ingress and Egress Drives

Requirement: 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 drives are located on South H Street and will not create any negative impacts to the flow and safety of vehicles along South Dixie Highway, a major thoroughfare.

There will be no gated access resulting in queues of traffic which would negatively affect South H Street traffic.

9. Coordination of On-site Circulation with Off-site Circulation

Requirement: 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 vehicular circulation of the site uses South H Street for ingress and egress eliminating the need to directly access South Dixie Highway. South H Street provides the project with safe and convenient access to the existing major streets in the area.

10. Design of On-site Public Right-of-Way

Requirement: 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 not provide any on-site public streets or rights-of-way.

11. Off Street Parking, Loading and Vehicular Circulation Areas

Requirement: 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 design includes vegetative buffering that will screen adjacent properties from the adverse effects of vehicular traffic.

12. Refuse and Service Areas

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

Response: The dumpster enclosure has been designed to screen adjacent properties and minimize the impact of noise, glare and odor on adjacent properties. Additionally, the project includes landscape buffering around the dumpster enclosure.

13. Protection of Property Values

Requirement: 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 site plan for the proposed development is arranged to have a minimum negative impact on the property values of adjoining properties by placing both buildings along South Dixie Highway, a major thoroughfare.

14. Transitional Development

Requirement: 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 and complementary transition between districts. Building exteriors shall complement other buildings in the vicinity in size, scale, mass, bulk, height, rhythm of openings and character. Special 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: The proposed building design is consistent with other recently approved multifamily buildings in Lake Worth Beach. This project will set the standard for future redevelopment of adjacent properties and other properties in the vicinity.

15. Consideration of Future Development

Requirement: 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 properties to the north, south, and east have the Zoning of MU-Dixie and FLU of MU-E. The properties to the west maintain the Zoning of TOD-E and FLU of TOD. Both MU-Dixie and TOD offer the ability to build a similar development as the proposed project.

Section 23.2-31 (d)

1. Buildings or structures which are part of a present or future group or complex shall have a unity of character, style, integrity and design. Their architectural style(s) shall be clearly expressed and detailed appropriately to vocabulary of the style(s) and be of high quality in terms of materials, craftsmanship and articulation. The relationship of building forms through the use, texture and color of material(s) 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, height, setback, massing and location on 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.

Response: The proposed buildings use contemporary industrial architectural features to create a minimalistic aesthetic and unique architectural expression such as clean lines, simplicity, and minimal ornamentation. The focus is on functionality, efficiency, and creating a visually uncluttered environment. Contemporary industrial architecture contributes to the evolution of the built environment while still being sensitive to its surroundings. The design is both distinctive and harmonious and celebrates the unique character of the area.

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 and compatibility with the surroundings as is possible under the circumstances. The overall building fenestration, orientation, rhythm, height, setback, mass and bulk of an existing streetscape shall be respected. If a building is built in an undeveloped area, nine (9) primary requirements shall be met, including honest design construction, proper design concepts, appropriate use of high-quality materials, compatibility with the overall character of the city, appreciation of location, respectful transition, activation of the streetscape, building form(s) following proposed function(s) and overall sustainability.

Response: The proposed buildings incorporate materials that are commonly used in the area to establish a visual connection with the existing structures. We have incorporated a color palette that harmonizes with the surroundings, considers the regional color schemes and local architectural traditions. The outdoor spaces integrate landscaping elements that soften the visual impact while creating pedestrian-friendly areas and a public open space that encourages social interaction.

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. Facades shall have visual breaks every 75 feet at a minimum. The breaks shall be setbacks of either eight (8) inches or twelve (12) inches or more to create reveal lines or step backs on the façade and to add rhythm. Buildings in Lake Worth Beach typically have facades arranged in twenty-five-foot or fifty-foot increments. Breaks in facades also may be achieved through the use of differing but complementary and harmonious architectural styles. The massing elements of each façade shall have a height to width ratio approximating the golden ratio of 1.618, either vertically or horizontally.

Response: Corresponding to the width of the residential units, the facades are distinctly partitioned vertically in 25' increments through depth, color, and material type. The setbacks are 16 inches which provide distinct reveal lines. At each corner of the building horizontal features provide visual breaks at every floor.

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 setback, floor to floor height, scale, mass, bulk, proportion, overall height, orientation, site planning, landscaping, materials, rhythm of solids to voids and architectural components including but not limited to porches, roof types, fenestration, entrances, and stylistic expression.

Response: Our design achieves architectural harmony by providing the right balance and integration of contemporary industrial features with other design elements. The proportions and scale between the different architectural components provide a cohesive and unified design that seamlessly blends contemporary industrial features with the overall architectural concept.

5. Look-alike buildings shall not be allowed unless, in the opinion of the reviewing entity, 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 reviewing entity, the aesthetics or the development depend upon, or are enhanced by the look-alike buildings and their relationship to each other.

Response: Our planned development consists of duplicate buildings however they are aesthetically pleasing and complement each other.

6. Buildings, which are of symbolic design for reasons of advertising, unless otherwise compatible with the criteria herein, will not be approved by the reviewing entity. 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.

Response: Our planned development is residential in nature there will be no advertising or symbolic designs.

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.

Response: Our lighting is solely for the purpose of function and safety. All fixtures used in our exterior lighting are to be selected for functional and add aesthetic value.

8. Building surfaces, walls, fenestration and roofs shall be compatible and in harmony with the neighborhood.

Response: The proposed buildings incorporate materials that are commonly used in the area to establish a visual connection with the existing structures.

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.

Response: Does not apply.

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.

Response: The forms attached to the building are consistent with the elements of contemporary industrial architecture and enhance the visual experience.

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.

Response: Does not apply.

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.

Response: Does not apply.

13. No advertising will be allowed on any exposed amenity or facility such as benches and trash containers.

Response: Does not apply. No advertising will be permitted.

14. Light spillage restriction. The applicant shall make adequate provision to ensure that light spillage onto adjacent residential properties is minimized.

Response: The lighting elements of our project will be designed to focus light where necessary for public safety and will prevent light spillage to other properties.

DEVELOPMENT REGULATIONS

SITE DATA Phase I and II Combined			
TYPE	REQUIREMENT		PROPOSED
Density	Max density 97.75 dwelling units per gross acre		Max Density 176
Lot Width	100 ft.		320 ft.
Height	71.25 ft. (Not to exceed 6 Stories)		Building I & II: 6 Stories
Setback	<i>Front</i>	10 ft. min.	18 ft.
	<i>Rear</i>	15 ft. min.	15 ft.
	<i>Side</i>	0 ft. min.	0 ft.
Total Impermeable	<i>Large Lot</i>	65%	65%
Maximum Wall Heights	<i>Height with SBIP</i>	45 ft.	68 ft.

SITE DATA Phase I			
TYPE	REQUIREMENT		PROPOSED
Density	Max density 97.75 dwelling units per gross acre		Max Density 87.5
Lot Width	100 ft.		174 ft.
Height	71.25 ft. (Not to exceed 6 Stories)		Building I & II: 6 Stories
Setback	<i>Front</i>	10 ft. min.	18 ft.
	<i>Rear</i>	15 ft. min.	15 ft.
	<i>Side</i>	0 ft. min.	0 ft.
Living Area	<i>Multi-Family (Min.)</i>	Efficiency 400 SF	430
		1 Bdrm 600 SF	576
Impermeable Surface Total	<i>Large Lot</i>	65%	60.0%
Maximum Wall Heights	<i>Height with SBIP</i>	45 ft.	68 ft.

SITE DATA Phase II			
TYPE	REQUIREMENT		PROPOSED
Density	Max density 97.75 dwelling units per gross acre		Max Density 110.3
Lot Width	100 ft.		146 ft.
Height	71.25 ft. (Not to exceed 6 Stories)		Building I & II: 6 Stories
Setback	<i>Front</i>	10 ft. min.	18 ft.
	<i>Rear</i>	15 ft. min.	15 ft.
	<i>Side</i>	0 ft. min.	0 ft.
Living Area	<i>Multi-Family (Min.)</i>	1 Bdrm 600 SF	576
Impermeable Surface Total	<i>Large Lot</i>	65%	72%
Maximum Wall Heights	<i>Height with SBIP</i>	45 ft.	68 ft.

***Waiver Requested**

Section 23.3-25(b)(2) – Density

The total acres used in the calculation for maximum density allowed for the project site includes the vacation of rights of way previously listed in this report bringing the total acres for the proposed project to 1.81.

Per the TOD-E zoning with a residential planned development, the proposed site is allowed a density of 60 dwelling units per acre. In accordance with the Sustainable Bonus Incentive Program, an additional 25% density bonus is permitted bringing the total dwelling units per acre to 75. Additional density is being requested through the City of Lake Worth Beach’s Transfer Development Rights (TDR) program, which would add ten additional dwelling units per acre for a total of 85. Finally, the proposed project qualifies as affordable housing, so an additional 15% density bonus is factored in to bring the total dwelling units per acre to 97.75 or a maximum of 176.93 for the proposed site.

Section 23.3-19(c) – Setbacks

Pursuant to the setback regulations for developments permitted by right within the TOD-E zoning district, minimum setback requirements are increased for those projects that are utilizing the SBIP to increase building height above the two-story height limit.

As part of this development proposal, SBIP approval is requested to increase the building height above two stories; therefore, the site design is subject to the increased front façade and rear façade minimum setback requirements. Both setbacks require an additional distance of eight to twelve feet to the minimum requirement. The development proposes a side setback of 10’ 4” from the southern property line where building one will be located and a 9’ 8” side setback from the northern property line where building two will be located. The setback from South Dixie Highway will be 18’ to account for the increase in building height. The rear setback of the property will be 15’.

Section 23.6-1 – Landscape Regulations

Per the landscape regulations for new multi-family developments (Sec. 23.6-1 (c).2), the proposed site will provide the required five-foot perimeter buffer along 9th Avenue South and H Street South. In addition, a five-foot landscape buffer strip is provided on the northern boundary of the subject site, and an eight-foot landscape buffer along the western dry detention area. The proposed landscape will meet the required minimum standards as provided within this section as well as provide higher quality landscaping within community areas.

Section 23.4-10 – Off-Street Parking

Pursuant to Section 23.4-10, the parking requirements for the proposed development is detailed below:

Unit Type	Affordable Housing Parking Requirements	Required Parking	Proposed Parking
Studio (14)	1	14	13
1 Bedroom (162)	1	162	112
Total		176	125

The proposed development provides 125 parking spaces which includes 24 compact parking spaces, 8 motorcycle and 12 bike racks that substitute for 7 parking spaces. We have developed 10 LIHTC projects for seniors in urban areas with ample public transportation and near essential services. Our data indicates that 0.7 parking spaces for every 1 residential unit is sufficient.

SUSTAINABLE BONUS INCENTIVE PROGRAM (SBIP)

The proposed development requests SBIP approval to increase building height by 25% from the standard maximum of two stories to five stories and to allow for a 25% increase in density. The SBIP offers the opportunity for the Applicant to increase building height within certain zoning districts in exchange for the incorporation of sustainable design features, community-based improvements, and overall design excellence as part of the development proposal. The SBIP can be applied to developments in the TOD-E zoning district.

MADISON Terrace LLC

558 W New England Ave. Suite 230
Winter Park, FL 32789

Madison Terrace Phase I

Sustainable Bonus Incentive (SBI) & Transfer Development Rights (TDR)

Location	Total SF
3rd Floor	12,110
4th Floor	12,110
5th Floor	12,134
6th Floor	12,134
<i>Bonus Area (SF)</i>	<i>48,488</i>

Sustainable Bonus Incentive (SBIP)

SBIP Calculation		
Item	Calculation	Amount
Value of Project Improvements Required For Base Line Projects	\$7.5 per SF for 3rd and 4th floors * 24,220 SF	\$181,650
Value of Project Improvements Required for Density, Intensity and Height Incentives	\$15 per SF for 5th floor * 12,134 SF	\$182,010
Transfer Development Rights (TDR)		
TDR Calculation		
Transfer Development Rights Program Cost	\$15 per SF for the 6th floor* 12,134 SF	\$182,010
Total Community Benefit Provided		\$545,670

<i>Less On-site Features or Improvements</i> Florida Green Building Certification	Allows for 50% reduction of the overall community benefit requirement	\$272,835
Net Total Benefit Required		\$272,835

Community Benefit Provided

Item	Calculation	Amount
Public Amenity	Public Open Space 466 SF \$100	\$46,600
Financial Incentives for Affordable Housing: <i>Quantity of units in excess of the required 15% (91*15%=13.65, 91-13.65=77.35)</i>		
8 Studio Units	One-time payment of \$40,000 or 50% or area median income (\$25,567) per unit. AMI per US Census = \$51,134.	\$204,536
69.35 One Bedroom Units	One-time payment of \$60,000 or 75% or area median income(\$38,350.50) per unit. AMI per US Census = \$51,134.	\$2,659,607
Total Benefit Provided		\$2,910,743

Overall Community Benefit Provided Surplus \$2,637,908

Madison Terrace Phase II

Sustainable Bonus Incentive (SBI) & Transfer Development Rights (TDR)

Location	Total SF
3rd Floor	12,110
4th Floor	12,110
5th Floor	12,134
6th Floor	12,134
<i>Bonus Area (SF)</i>	<i>48,488</i>

Sustainable Bonus Incentive (SBIP)

SBIP Calculation		
Item	Calculation	Amount
Value of Project Improvements Required For Base Line Projects	\$7.5 per SF for 3rd and 4th floors * 24,220 SF	\$181,650
Value of Project Improvements Required for Density, Intensity and Height Incentives	\$15 per SF for 5th floor * 12,134 SF	\$182,010
Transfer Development Rights (TDR)		
TDR Calculation		
Transfer Development Rights Program Cost	\$15 per SF for the 6th floor* 12,134 SF	\$182,010
Total Community Benefit Provided		\$545,670

<i>Less On-site Features or Improvements</i> Florida Green Building Certification	Allows for 50% reduction of the overall community benefit requirement	\$272,835
Net Total Benefit Required		\$272,835

Community Benefit Provided

Item	Calculation	Amount
Financial Incentives for Affordable Housing: <i>Quantity of units in excess of the required 15% (85*15%=12.75, 85-12.75=72.25)</i>		
72.25 One Bedroom Units	One-time payment of \$60,000 or 75% or area median income(\$38,350.50) per unit. AMI per US Census = \$51,134.	\$2,770,824
Total Benefit Provided		\$2,770,824

Overall Community Benefit Provided Surplus \$2,497,989

Section 23.2-33 (c).2. – Review/Decision

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

Response: The development proposal is consistent with the square footage and density requested. A table is included with this submittal demonstrating the incentives being requested and the community benefit being provided.

- (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 development will utilize urban form and design to meet the Florida Green Building Certification standard which will reduce the required improvements by 50% per Section 23.2-33(d)(1)(b). A public open space is provided between the buildings along South Dixie Highway for the enjoyment and use of the general public. In addition, the proposed project will be 100% affordable housing which will result in 176 units of affordable housing for the seniors of Lake Worth Beach.

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

Response: No off-site improvements are provided.

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

Response: Per Sec. 23.2-33(a), the intent of the SBIP is to provide increased height, intensity and/or density for developments in exchange for the incorporation of sustainable design features, community-based improvements and overall design excellence as part of a development proposal.

To meet the intent of the SBIP's qualifying sustainability features, the proposed project will:

- Qualify for the Florida Green Building Certification
- Utilize Urban Form and Density
- Provide Affordable Housing Units beyond the requirement amount of 15%

Design Principles, Practices & Performance Standards

Florida Housing Finance Corporation requires that all common areas in the development include the following features where applicable:

- Low or No-VOC paint for all interior walls (Low-VOC means 50 grams per liter or less for flat; 150 grams per liter or less for non-flat paint);
- Low-flow water fixtures in bathrooms—WaterSense labeled products or the following specifications:
 - o Toilets: 1.28 gallons/flush or less,
 - o Urinals: 0.5 gallons/flush,
 - o Lavatory Faucets: 1.5 gallons/minute or less at 60 psi flow rate,
 - o Showerheads: 2.0 gallons/minute or less at 80 psi flow rate;
- Energy Star certified refrigerator;
- Energy Star certified dishwasher;
- Energy Star certified ventilation fan in all bathrooms;
- Water heater minimum efficiency specifications:
 - o Residential Electric:
 - Up to 55 gallons = 0.95 EF or 0.92 UEF; or
 - More than 55 gallons = Energy Star certified; or
 - Tankless = 0.97 EF and Max GPM of ≥ 2.5 over a 77° rise or 0.87 UEF and GPM of ≥ 2.9 over a 67° rise;
 - o Residential Gas (storage or tankless/instantaneous): Energy Star certified,
 - o Commercial Gas Water Heater: Energy Star certified;
- Energy Star certified ceiling fans with lighting fixtures in bedrooms and living rooms;
- Air Conditioning (in-unit or commercial):
 - o Air-Source Heat Pumps – Energy Star certified:
 - ≥ 7.8 HSPF2/ ≥ 15.2 SEER2/ ≥ 11.7 EER2 for split systems
 - ≥ 7.2 HSPF2 ≥ 15.2 SEER2/ ≥ 10.6 EER2 for single package equipment including gas/electric package units
 - o Central Air Conditioners – Energy Star certified:
 - ≥ 15.2 SEER2/ ≥ 12.0 EER2 for split systems
 - ≥ 15.2 SEER2/ ≥ 11.5 EER2* for single package equipment including gas/electric package units.

In addition to those features, we acquire the National Green Building Standard (NGSB) silver certification. We provided our NGBS consultant, TwoTrails, with the requirements that are listed in the City code and they provided a letter (attached) stating that the NGBS silver certification would satisfy the below requirements.

- Overall, ten (10) percent reduction in greenhouse emissions over the life of the building as
- compared to industry standards,
- Overall, ten (10) percent reduction in carbon footprint during construction and operation of the
- building as compared to industry standards,
- Overall, twenty (20) percent reduction in refuse stream during construction and operation of the
- building as compared to industry standards,
- Overall utilization of at least twenty (20) percent recycled materials and/or materials that are
- recyclable,
- Overall, twenty (20) percent reduction in water usage during operation of the building as
- compared to industry standards,
- Efficient use of natural resources through use reduction, reuse, reclamation, and recycling,
- Incorporation of design features and uses that support multi-modal transportation options,
- Incorporation of appropriate safety features to ensure the security and comfort of both occupants and visitors

The only item not satisfied by the NGBS silver certification is the incorporation of amenities that are conducive to enhancing community pride and social interaction. The developer will incorporate local artists' artwork in the common areas reflecting the culture of Lake Worth Beach to enhance community pride. The public art, that will be installed on the exterior of the buildings, will be designed in a manner to emit a sense of esprit de corps for both the residents and the surrounding community. The developer has also designed the following common areas to encourage social interaction:

- Grand Parlor – A common area where residents can socialize in a comfortable and relaxing atmosphere. This is a great area to meet and greet fellow residents while sipping their morning coffee.
- Game Room – The game room is a common area that encourages residents to socialize while playing board games or to play a friendly game of pool.
- Activity Room – The most versatile and largest common area is the activity room. Here residents can enjoy arts and crafts, watch tv, or partake in group activities like birthdays and holidays.



To whom it may concern,

The proposed project, Madison Terrace, if designed and constructed in accordance with the National Green Building Standard's (NGBS) Silver Level Certification, would meet the following requirements.

- Overall ten (10) percent reduction in greenhouse emissions over the life of the building as compared to industry standards.
- Overall ten (10) percent reduction in carbon footprint during construction and operation of the building as compared to industry standards.
- Overall twenty (20) percent reduction in refuse stream during construction and operation of the building as compared to industry standards.
- Overall utilization of at least twenty (20) percent recycled materials and/or materials that are recyclable.
- Overall twenty (20) percent reduction in water usage during operation of the building as compared to industry standards.
- Efficient use of natural resources through use reduction, reuse, reclamation, and recycling.
- Incorporation of design features and uses that support multi-modal transportation options.
- Incorporation of appropriate safety features to ensure the security and comfort of both occupants and visitors.

If you have any questions regarding the NGBS certification, please feel free to contact our office.

Thank you,

A handwritten signature in black ink, appearing to read "Josh Kane".

Josh Kane

Vice President | LEED AP BD&C & Homes, CxA

Home Innovation Research Labs (NGBS) Accredited Verifier
RESNET HERS & ENERGY STAR Rater

Josh@twotrails.com

941.776.8680

941.238.6382

www.twotrails.com

Sustainable Qualities, Values and Principles

The City of Lake Worth Beach has created a comprehensive plan for growth and development based on their vision for the future by embracing the past. It starts with a commitment to the preservation of historic architecture and cultural identity that has evolved over the years. This pursuit is particularly important as many urban infill redevelopments make more and more places look the same, emphasizing the importance for communities to keep their identities intact.

To meet these commitments, Madison Terrace has incorporated the following elements in its exterior and interior design and has adopted management practices to encourage the residents to help meet the commitments stated below.

a. Cultural resources

Invariably a vast majority of our residents come from the community and keep the local culture in place. Incorporating the work of local artists to enhance our interior décor is another way to preserve the heritage of the community. In some of our past developments, residents and management have organized activities such as group clubs and we expect this development to be no different but will depend on the residents' interests.

b. Historical resources

Based on recommendations from the city staff and as referenced in the comprehensive plan the Madison Terrace architecture is based on a style known as "contemporary industrial" mimicking some of the features reminiscent of the existing architecture found in the neighborhoods and historic buildings in the area. Even one or two architectural design elements can help to define a building and hint at the community's past. The sense of history can contribute to community pride, and to a better understanding of the community's present.

c. Ecological/natural resources

We incorporate *sustainable elements that meet the Florida Green Building Certification standards* such as energy-efficient lighting fixtures, such as LED bulbs, throughout the development, ENERGY STAR-certified appliances for common areas and individual units, including refrigerators, dishwashers, and washing machines, which consume less energy. We implement water-efficient fixtures, such as low-flow toilets, faucets, and showerheads, throughout the development and encourage residents to adopt water-saving habits.

d. Diversity and inclusion

We offer housing options that cater to all individuals of different low-income levels creating a diverse community. Our residents are comprised of an ethnically diverse population setting an example of how people of different backgrounds can live and prosper together. With the support of our management team, we believe this project will create a positive example for the entire community.

e. Social justice

We diligently administer fair housing practices and anti-discrimination policies so everyone from all different backgrounds can expect fair treatment.

f. Economic investment

The city, CRA, Federal government and the developer all contribute a significant investment for one common goal, to provide affordable housing. The overall investment for this development will be approximately \$22 million. We have consulted with our General Contractor that builds our projects and they expect that this project will produce approximately 180-220 short-term jobs. In addition, typically our developments generate three full-time jobs.

g. Neighborhood vitality

The current use of the site is a used car lot that does not add much vitality to the area and most the existing structures in this part of South Dixie Highway were built in the 1950s and 60s. These structures have become obsolete and are at the end of their useful life cycle. Our proposed development will generate neighborhood vitality through attractive architecture and green public space. We provide safety for our residents via secured access to the buildings. The core of our building is constructed using post tension concrete ensuring longevity for multi-generational use.

h. Sense of place

Our communities are designed so residents feel at home. The art and other interior décor make the building feel warm and inviting. The common areas provide opportunities for residents to socialize with each other providing a sense of community. The contemporary industrial architectural style adds a sense of place as it identifies with the overall fabric of the city.

i. Education. Management promotes group activities such as arts and crafts and encourages residents to participate in social gatherings around the holidays. Our common areas include a game room with pool table and an activity room. In some of our other developments, residents and management organize group activities such as gardening clubs and we expect this development to be no different but will depend on the resident's interests.

j. Recreation. Management promotes group activities such as arts and crafts and encourages residents to participate in social gatherings around the holidays. Our common areas include a game room with pool table and an activity room.

Photographs of Subject Site & Adjacent Properties

The below photos are adjacent properties to the east of 821 South Dixie Hwy



The below photo is of the 9th Avenue South Right-of-Way facing west from South Dixie Hwy



The below photo is of the 9th Avenue South Right-of-Way facing east from South H Street



The below photo is of the alley Right-of-Way that runs down the center of the project site.



The below photo is of an adjacent property – east of South H Street and the north of the project site



Below is an adjacent property west of South H Street



Below is an adjacent property west of South H Street



Project Site Photo – West of South Dixie Hwy



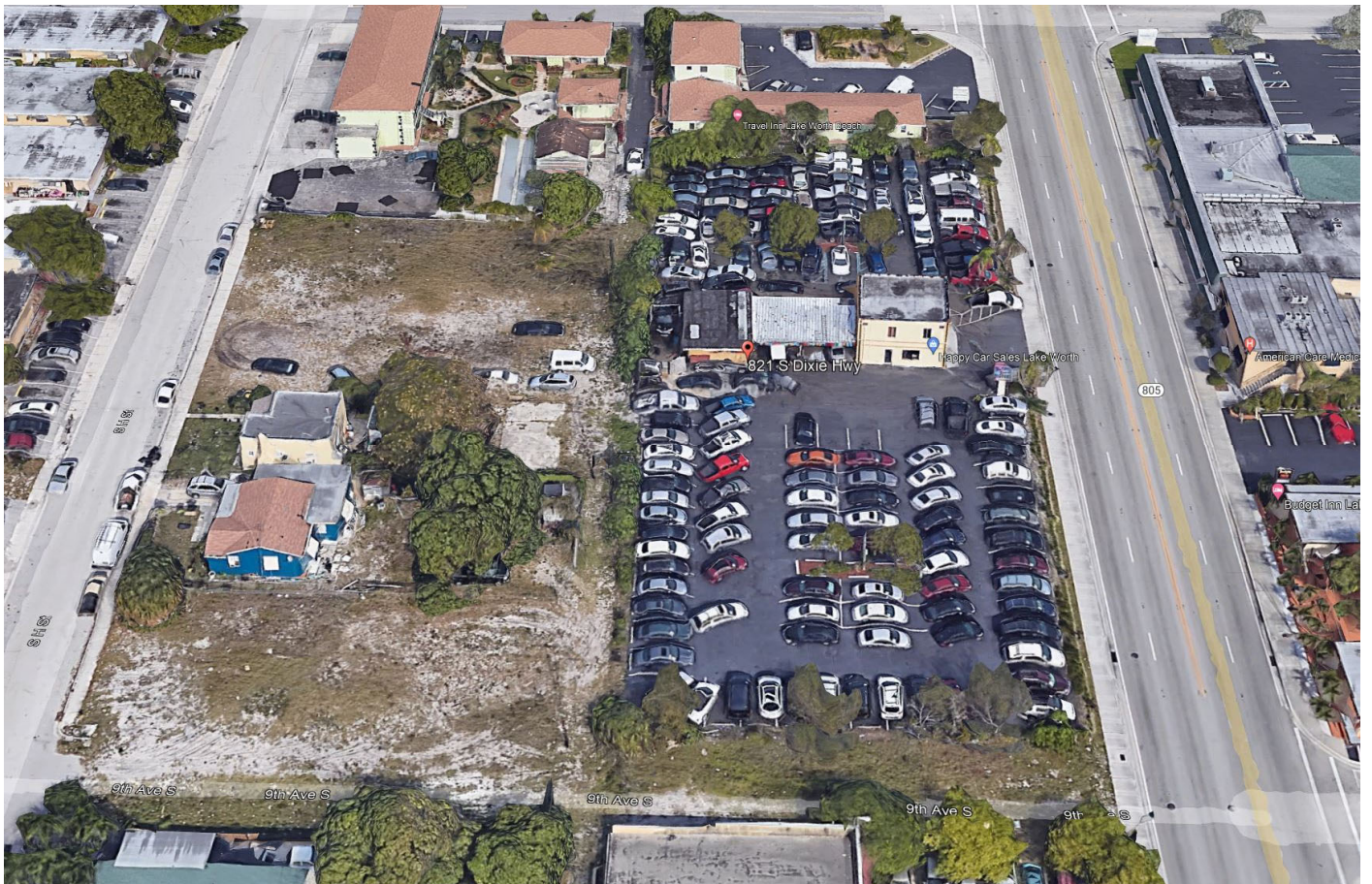
Project Site Photo – View from South H Street to the northeast



Project Site Photo – View from South H Street to the southeast



Below is aerial photo of project site



Photometric Site Plan

Symbol	Qty	Label	Arrangement	Lumens	LF/F	Lum. Watts	(W/M/FFAC)	Description	BID Rating	Mounting
⊙	12	G1	Single	3874	0.300	28	EATON - MCGRAW-EDISON (FORMER COOPER LIGHTING)	TT-01-740-0-WQ	B2-00-G1	13
⊙	16	G2	Single	9413	0.300	74.7	EATON - MCGRAW-EDISON (FORMER COOPER LIGHTING)	TT-02-740-0-CQ	B3-00-G1	13
⊙	5	SA	Single	10181	0.300	108	COOPER LIGHTING SOLUTIONS - MCGRAW-EDISON (FORMERLY EATON)	GAM-SA1C-740-0-T4FT-HSS	B1-00-G2	20
⊙	2	SB	Single	5123	0.300	57	COOPER LIGHTING SOLUTIONS - MCGRAW-EDISON (FORMERLY EATON)	GAM-SA1C-740-0-T4FT-HSS	B1-00-G2	20
⊙	12	X	Single	2745	0.300	20.1	COOPER LIGHTING SOLUTIONS - MCGRAW-EDISON (FORMERLY EATON)	ISS-SAL1-740-0-SL3	B1-00-G1	10, 12

Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
ADDED CALC	Illuminance	Ft	1.76	2.8	0.6	2.93	4.67
COMPSTER	Illuminance	Ft	0.48	0.9	0.1	4.80	9.00
NORTH GARAGE_Floor	Illuminance	Ft	10.00	36.1	1.2	8.33	30.08
PROPERTY LINE	Illuminance	Ft	0.32	1.0	0.0	N.A.	N.A.
SITE CALC	Illuminance	Ft	1.90	3.0	0.5	3.40	10.00
SOUTH GARAGE_Floor	Illuminance	Ft	9.42	30.1	1.1	8.54	31.91

McGraw-Edison GALN Galleon II
Area / Site Luminaire

Product Features

- Interactive Menu
- Ordering Information
- Product Specifications
- Mounting Details
- Optical Configurations
- Energy and Performance Data
- Control Options

Quick Facts

- Lumen packages range from 3,500 - 73,500 (DIM - 502W)
- 18 optical distributions
- Efficiency up to 149 lumens per watt

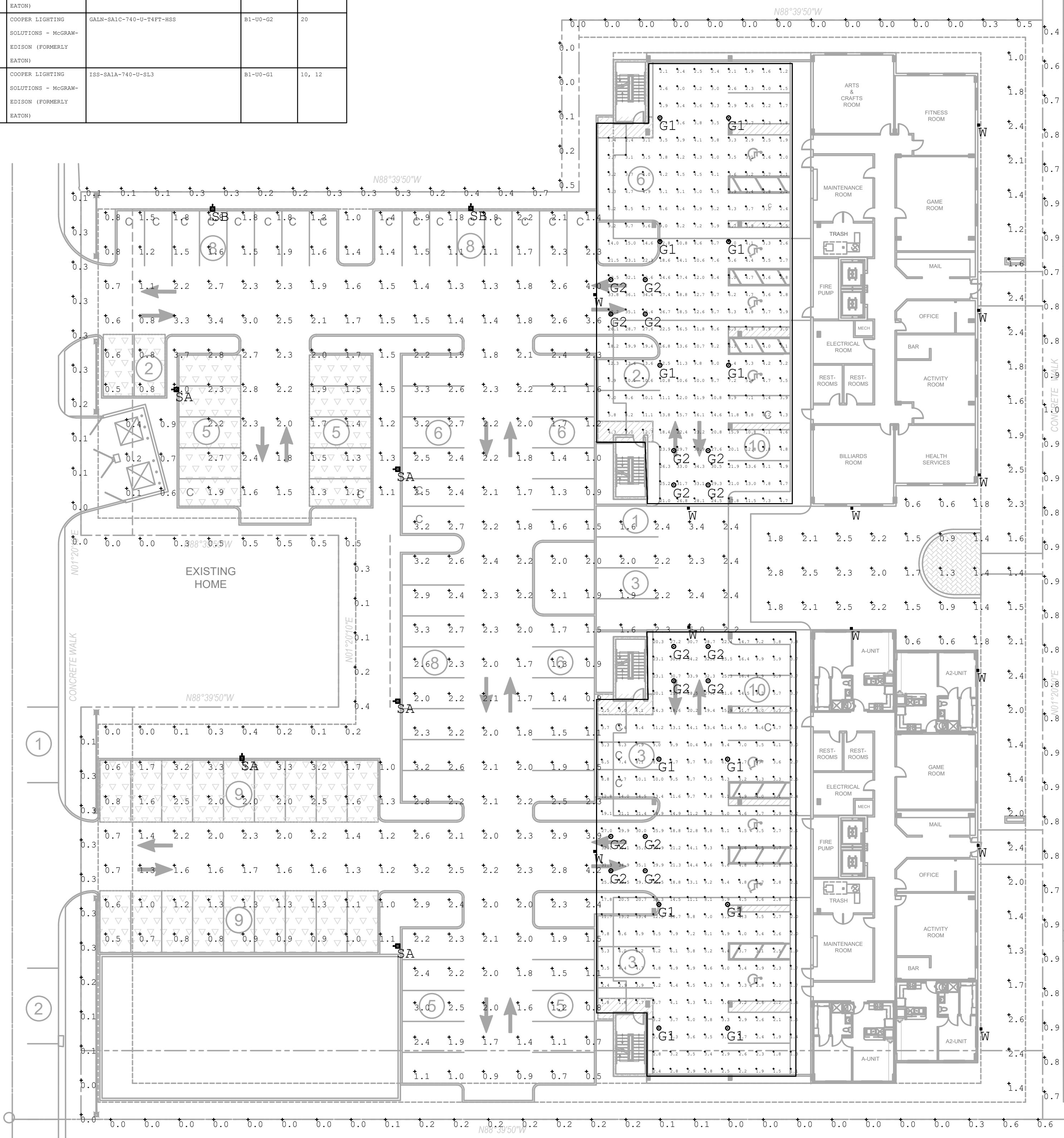
Dimensional Details

COOPER

McGraw-Edison GALN Galleon II

Ordering Information	Product Specifications	Mounting Details	Optical Configurations	Energy and Performance Data	Control Options
Ordering Information	Product Specifications	Mounting Details	Optical Configurations	Energy and Performance Data	Control Options
Ordering Information	Product Specifications	Mounting Details	Optical Configurations	Energy and Performance Data	Control Options
Ordering Information	Product Specifications	Mounting Details	Optical Configurations	Energy and Performance Data	Control Options

COOPER



McGraw-Edison TT TopTier
Parking Garage Luminaire

Product Features

- Interactive Menu
- Ordering Information
- Product Specifications
- Mounting Details
- Optical Configurations
- Energy and Performance Data
- Control Options

Quick Facts

- Lumen packages range from 2,757 - 22,831
- Efficiency up to 149 lumens per watt
- Optical distribution technology for maximum visual comfort
- Surface mount, recessed, wall and direct conduit mount options

Dimensional Details

COOPER

McGraw-Edison TT TopTier

Ordering Information	Product Specifications	Mounting Details	Optical Configurations	Energy and Performance Data	Control Options
Ordering Information	Product Specifications	Mounting Details	Optical Configurations	Energy and Performance Data	Control Options
Ordering Information	Product Specifications	Mounting Details	Optical Configurations	Energy and Performance Data	Control Options
Ordering Information	Product Specifications	Mounting Details	Optical Configurations	Energy and Performance Data	Control Options

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McGraw-Edison Impact Elite LED
Wall Mount Luminaire

Product Features

- Interactive Menu
- Ordering Information
- Product Specifications
- Mounting Details
- Optical Configurations
- Energy and Performance Data
- Control Options

Quick Facts

- 18 Optical Distributions
- Lumen packages range from 2,469 to 11,480 (DIM - 180W)
- Efficiency up to 149 lumens per watt

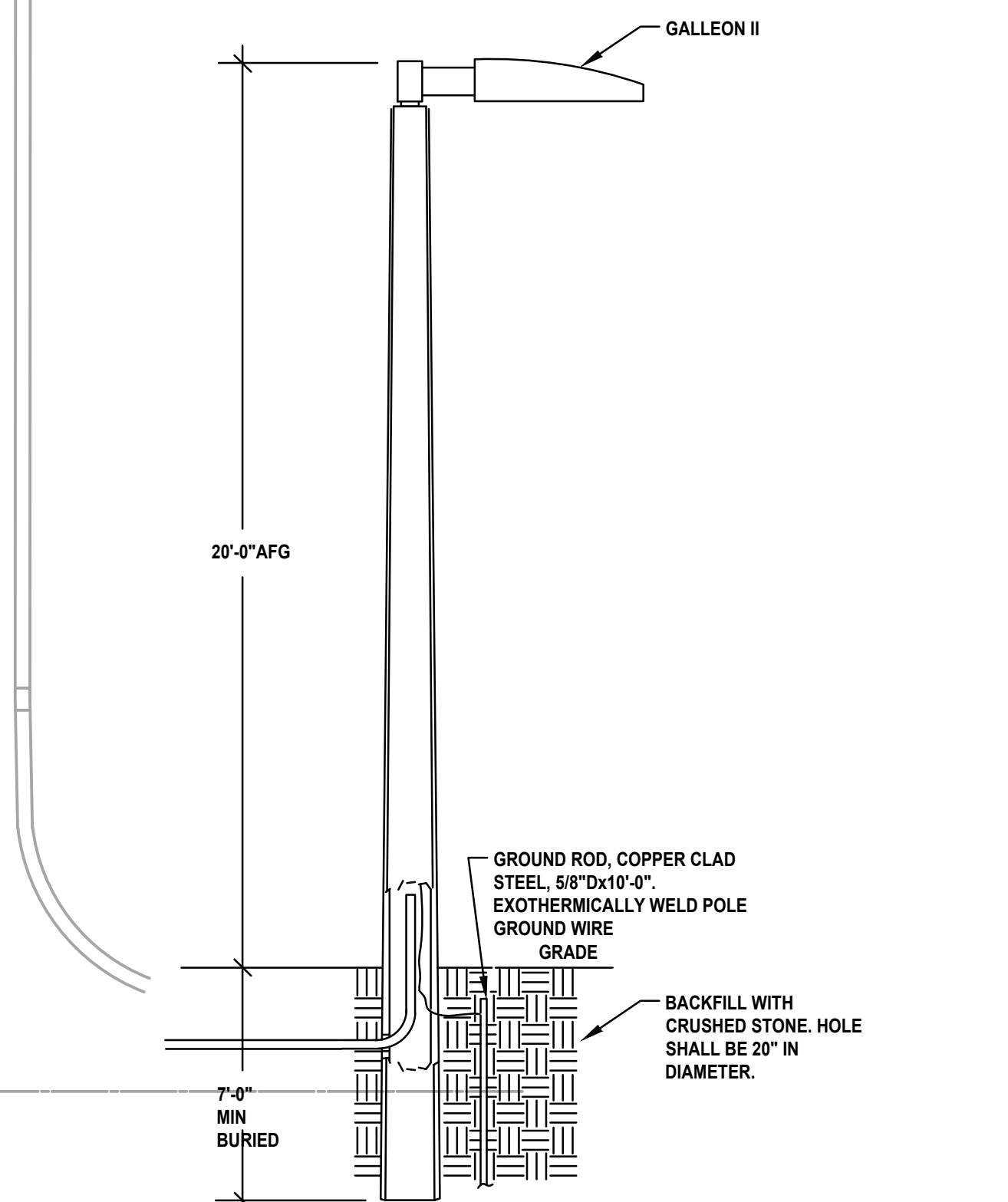
Dimensional Details

COOPER

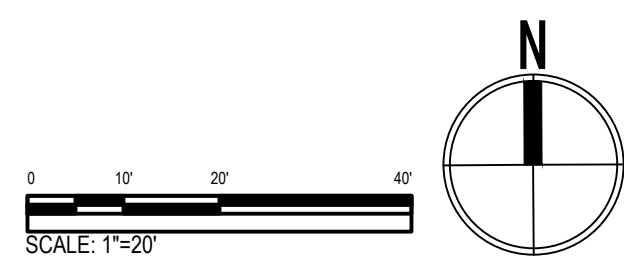
McGraw-Edison Impact Elite LED

Ordering Information	Product Specifications	Mounting Details	Optical Configurations	Energy and Performance Data	Control Options
Ordering Information	Product Specifications	Mounting Details	Optical Configurations	Energy and Performance Data	Control Options
Ordering Information	Product Specifications	Mounting Details	Optical Configurations	Energy and Performance Data	Control Options
Ordering Information	Product Specifications	Mounting Details	Optical Configurations	Energy and Performance Data	Control Options

COOPER



DIRECT BURIED POLE MOUNTED LIGHTING FIXTURE DETAIL



No.	Revision/Issue	Date
	ISSUED FOR PERMIT	06-26-2023

Madison Terrace Apartments
821 S DIXIE HWY, LAKE WORTH BEACH, FL 33460

CA# 26308

INGENUITY ENGINEERS, INC.
"PROACTIVE ENGINEERING SOLUTIONS"
6275 HAZELTINE NATIONAL DR. ORLANDO, FLORIDA | 407.398.6007

Drawn By: DRN
Project: I23243.00

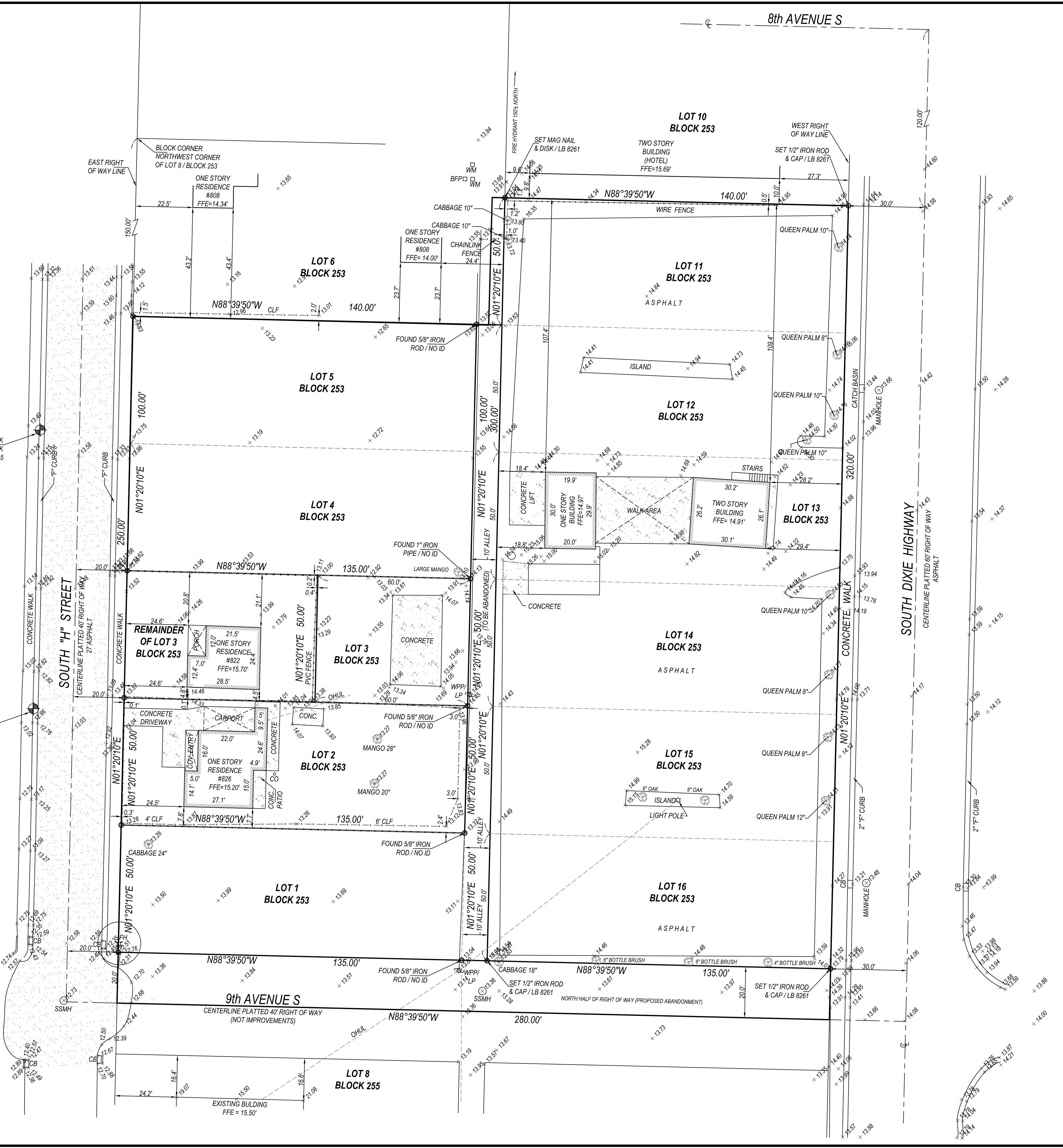
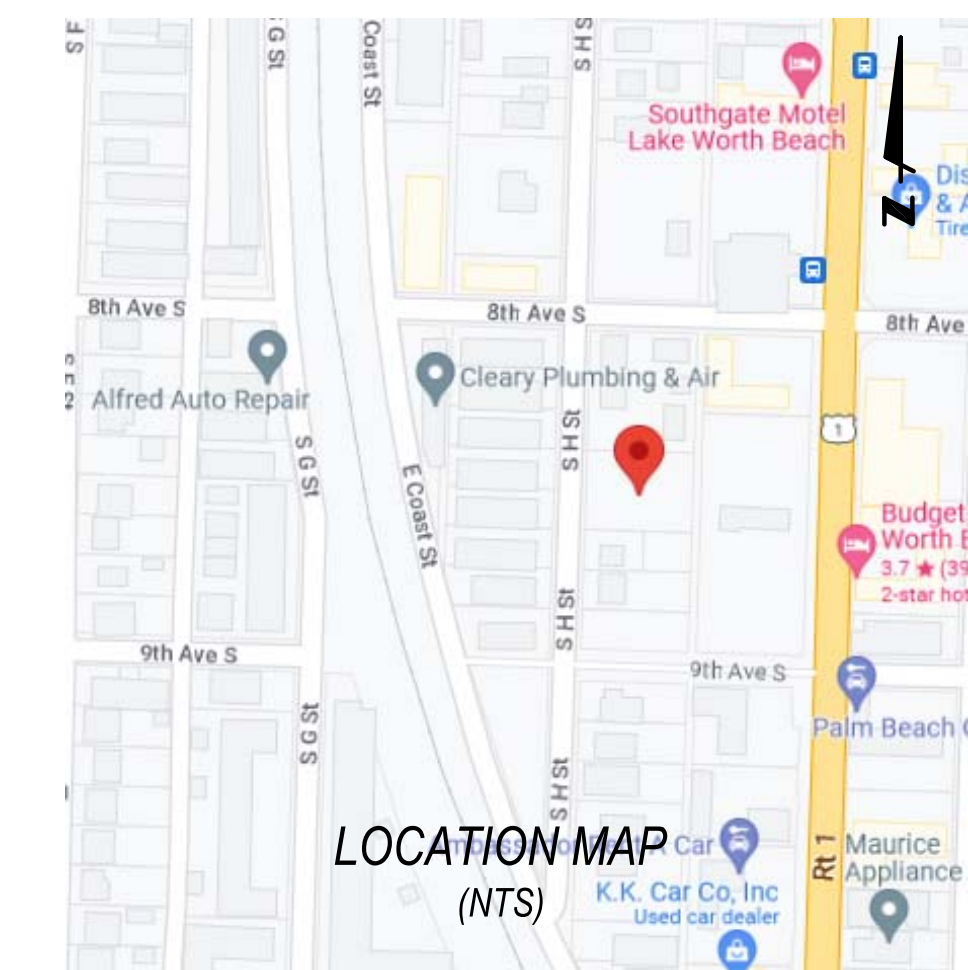
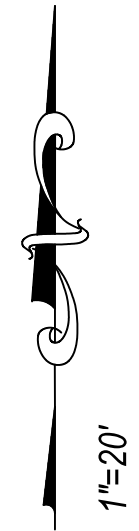
Checked/Approved By: CHK

PHOTOMETRIC SITE PLAN

Jody McKenzie, PE
PE No. 53253
Sheet

E-010

Survey



- LEGEND:**
- FH FIRE HYDRANT
 - CONC CONCRETE
 - OHUL OVERHEAD UTILITY LINE
 - COV COVERED
 - CL CLEANOUT
 - SSMH SEWER SANITARY MANHOLE
 - WPP WOOD POWER POLE
 - LP LIGHT POLE
 - CB CATCH BASIN
 - WM WATER METER
 - BFP BACKFLOW PREVENTER

PROPERTY ADDRESS:
 818 SOUTH H STREET
 824 SOUTH H STREET
 826 SOUTH H STREET
 832 SOUTH H STREET
 LAKE WORTH BEACH, FL 33460

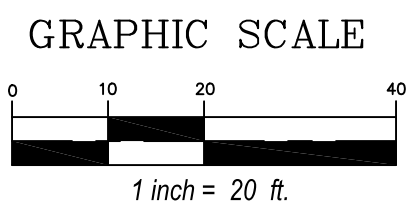
FLOOD ZONE: "X"
PANEL NO.: 12099C 0781F
DATE: OCTOBER 5, 2017

- CERTIFIED TO:**
1. WELLS FARGO COMMUNITY HOLDINGS, LLC, ITS SUCCESSORS AND/OR ASSIGNS
 2. WELLS FARGO BANK, NATIONAL ASSOCIATION, AND NATIONAL BANKING ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS, AS THEIR INTERESTS MAY APPEAR
 3. MADISON TERRACE, LLC, A FLORIDA LIMITED LIABILITY COMPANY
 4. ZIMMERMAN, KISER & SUTTCIFFE, P.A
 5. FLORIDA HOUSING FINANCE CORPORATION

LEGAL DESCRIPTION:
 LOTS 1 THROUGH 5, AND LOTS 11 THROUGH 16, BLOCK 253, PALM BEACH FARMS CO., PLAT NO. 2, TOWNSITE OF LUCERNE (N/K/A LAKE WORTH), ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 29 TO 40, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. TOGETHER WITH THE NORTH ON HALF OF THE UNIMPROVED RIGHT OF WAY OF 9TH AVENUE SOUTH LYING SOUTH OF AND IMMEDIATELY ADJACENT TO SAID LOTS 1 AND 16, BLOCK 253, AND THAT PORTION OF THE 10 FEET WIDE ALLEYWAY LYING IN SAID BLOCK 253, BOUNDED ON THE SOUTH BY THE NORTH RIGHT OF WAY LINE OF SAID RIGHT OF WAY OF 9TH AVENUE SOUTH AND ON THE NORTH BY THE EASTERLY EXTENSION OF NORTH LINE OF LOT 5, BLOCK 253 TO THE EAST LINE OF SAID ALLEYWAY, AND THE EAST ONE HALF OF SAID ALLEYWAY LYING WEST OF AND IMMEDIATELY ADJACENT TO LOT 11, BLOCK 253, PALM BEACH FARMS CO., PLAT NO. 2, TOWNSITE OF LUCERNE (N/K/A LAKE WORTH), ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 29 TO 40, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

CONTAINING 82593.79 SQUARE FEET OR 1.896 ACRES.

- SURVEYORS' NOTES:**
1. I HEREBY CERTIFY THIS SURVEY MEETS STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17.050-.052, OF THE FLORIDA ADMINISTRATIVE CODE, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES.
 2. THE SURVEY MAP AND REPORT AND THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR VERIFIED ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
 3. UNDERGROUND OR OBSCURED IMPROVEMENTS WERE NOT LOCATED.
 4. DIMENSIONS ARE RECORD AND FIELD UNLESS OTHERWISE NOTED.
 5. STATED DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS.
 6. THIS FIRM'S CERTIFICATE OF AUTHORIZATION NUMBER IS LB 8261.
 7. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
 8. SURVEY SUBJECT TO RESERVATIONS, RESTRICTIONS, EASEMENTS AND RIGHTS-OF-WAY OF RECORD. (UNLESS A TITLE REVIEW, COMMITMENT REVIEW, OR OWNERSHIP AND ENCUMBRANCE REVIEW IS PRESENT ON THE FACE OF THIS DOCUMENT, THIS SURVEY HAS BEEN COMPLETED IN THE ABSENCE OF A TITLE INSURANCE POLICY).
 9. LOCATION MAP IS GLEANED FROM ONLINE MAPPING SITES AND IS ONLY APPROXIMATE.
 10. ELEVATIONS SHOWN HEREON ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988. (NAVD'88)

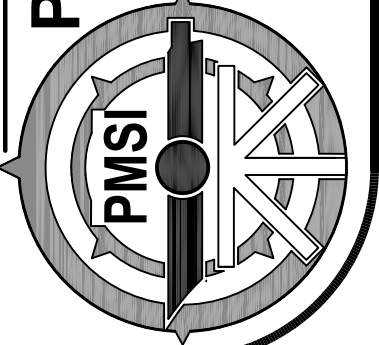


DATE	06-04-23
DRAWN	MS/AR
FIELD	CD
SURVEY	MS/AR
PURPOSE	BOUNDARY SURVEY
JOB#	23-0314

SIGNED: *[Signature]*
 DOUGLAS WALKER, SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 7211

BOUNDARY AND TOPOGRAPHIC SURVEY

PRINCIPAL MERIDIAN SURVEYING, Inc.
 LICENSED BUSINESS NO. 8261
 4546 CAMBRIDGE STREET
 WEST PALM BEACH, FL 33415
 OFFICE 561-478-7764



Public Open Space & Monument Sign Design





821
MADISON
TERRACE

STAFF REPORT REGULAR MEETING

AGENDA DATE: August 15, 2023

DEPARTMENT: City Manager

TITLE:

Update and Discussion on Conceptual Design for the Beach Complex Pool

SUMMARY:

CPZ Architects, Inc. was selected on October 12, 2017 to provide professional services for the Lake Worth Beach Complex Design Phase for replacement of the pool at the Beach Complex. The City Commission will engage in further discussion of the programs and the proposed conceptual design.

BACKGROUND AND JUSTIFICATION:

Possible design options were presented by CPZ Architects, Inc. at the August 7, 2018 commission meeting. At the July 5, 2022 commission meeting, Task Order No. 3 was approved for the preparation of a final conceptual design of the pool area only for the City to review and approve the scope of the project after a full-day meeting with the City Commission. At the December 6, 2022 meeting, a pool design concept was presented by CPZ Architects, Inc. After feedback from the public and review by the City Commission of the design concept at that meeting, there was consensus to create a conceptual pool design more reflective of the Commission's ideas and concepts.

Since the December 6, 2022 meeting, staff has been working with CPZ Architects, Inc. to develop a conceptual pool design that represents the ideas of the Commission. After reviewing CPZ's notes from their one-on-one discussions with the Mayor and Commissioners, staff was able to determine the common concepts, programs/activities, and elements of the pool features. They are as follows:

Programs/Activities:

- Water sports
- Water aerobics
- Swimming lessons
- Lap swimming
- Splash Pad
- Summer camps
- Events/Movies/Hangout
- Food/Drink Offerings

Design/Features:

- Rectangular Shape
- Multifunctional
- Tourist Attraction
- Tropical/Native Plants
- Artsy
- Tiki Bar
- Cabanas

To more effectively determine the cost of construction and maintenance for a new pool, it is important to understand the desired pool elements (programs/activities, pool design, and features). CPZ Architects, Inc. were given these elements to create an updated pool conceptual design. The updated pool conceptual design drawing is provided in the backup. According to CPZ Architects, Inc., the cost of the updated conceptual design is about \$16 million (similar to the previously presented designs). The estimated pool construction pricing structure depends on the base pool concept and the desired pool features.

Once the City Commission approves the updated pool programs/activities, staff will determine the estimated operational cost and funding options to present to the Commission at a future meeting.

MOTION:

Motion to approve/disapprove the updated pool programs/activities and conceptual design and seek options to finance the construction of a new pool.

ATTACHMENT(S):

Option C, Concept 4 Pool Design and Schedule of Values (Concept B)



- LEGEND:**
- 1. SPLASH PAD
 - 2. LANDSCAPE
 - 3. POOL STEPS
 - 4. FOOD PAVILION
 - 5. DUNE PLANTING
 - 6. COVERED SEATING
 - 7. FOOD TRUCK AREA



KEITH
 301 East Atlantic Blvd.
 Pompano Beach, FL 33060
 PH: (954) 788-3400

Florida Engineering Business License: CA7928
 Florida Surveyor and Mapper Business License: LB6860
 Florida Landscape Architecture Business License: LC26000457

REVISIONS		
NO.	DESCRIPTION	DATE

**PRELIMINARY PLAN
 NOT FOR CONSTRUCTION**
 THESE PLANS ARE NOT FULLY PERMITTED AND ARE SUBJECT TO REVISIONS MADE DURING THE PERMITTING PROCESS. RESPONSIBILITY FOR THE USE OF THESE PLANS PRIOR TO OBTAINING PERMITS FROM ALL AGENCIES HAVING JURISDICTION OVER THE PROJECT WILL FALL SOLELY UPON THE USER.

ISSUE DATE:
 DESIGNED BY:
 DRAWN BY:
 CHECKED BY:
 BID-CONTRACT:

4316 WEST BROWARD BOULEVARD
 PLANTATION, FL 33317
 PH: 954.792.8525 EXT 102

CLIENT
CITY OF LAKE WORTH

PROJECT
LAKE WORTH BEACH COMPLEX

SHEET TITLE
**2023 - 04 - 03
 ILLUSTRATIVE PLAN
 CONCEPT C
 OPTION 4**

SHEET NUMBER **LC-101**
 PROJECT NUMBER **10036.00**

STATUS: PRELIMINARY

Drawing name: Q:\10036.00 - 1741 Lake Worth Beach Complex RFD 17-305 - CPZ Architects\Landscaping Architecture\CAD\10036.00-LC-101.dwg
 Plotted by: gmartin On 10/25/2023 12:07 PM

CMS-CONSTRUCTION MANAGEMENT SERVICES, INC.
 1115 HERON BAY BLVD, SUITE 204
 CORAL SPRINGS, FL 33076
 (954) 481-1611
 CMS FILE # 2333 ORDER OF MAGNITUDE

CITY OF LAKE WORTH
 LAKE WORTH BEACH COMPLEX
 10 S OCEAN BLVD
 LAKE WORTH, FLORIDA 33460

CPZ DRAWINGS - OPTIONS 1, 2 & 3
 ORDER OF MAGNITUDE OPTIONS 1, 2 & 3
 December 21, 2022

PREPARED FOR:
 CPZ ARCHITECTS

SCHEDULE OF VALUES CONCEPT B

DIVISION	DESCRIPTION	CONCEPT B - BASE	CONCEPT B OPTION 1	CONCEPT B OPTION 2	CONCEPT B OPTION 3	CONCEPT B - LIFEGUARD OFFICES	CONCEPT B - PUBLIC RESTROOMS	CONCEPT B TACO BAR	CONCEPT B ADMIN PORTION OF TACO BAR	CONCEPT B SPLASH PAD	CONCEPT B EXTERIOR PAVING IMPROVEMENTS
		AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT
01000	GENERAL CONDITIONS - SEE BREAKOUT BELOW	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
02000	SITE WORK / DEMOLITION	903,142	903,142	903,142	903,142	0	0	0	0	0	0
03000	CONCRETE	733,442	733,442	733,442	733,442	208,594	94,875	88,125	52,031	95,438	0
04000	MASONRY	42,881	42,881	42,881	42,881	20,859	9,488	8,813	5,203	0	0
05000	METALS	28,588	28,588	28,588	28,588	13,906	6,325	5,875	3,469	0	0
06000	WOOD AND PLASTICS	28,588	28,588	28,588	28,588	6,953	3,163	2,938	1,734	0	0
07000	THERMAL / MOISTURE PROTECTION	142,938	142,938	142,938	142,938	41,719	18,975	17,625	10,406	0	0
08000	DOORS AND WINDOWS	415,638	415,638	415,638	415,638	41,719	18,975	17,625	10,406	0	0
09000	FINISHES	142,938	142,938	142,938	142,938	69,531	31,625	29,375	17,344	0	0
10000	SPECIALTIES / SIGNAGE	45,900	45,900	45,900	45,900	0	0	0	0	0	0
11000	EQUIPMENT	0	0	0	0	41,719	0	0	0	0	0
12000	FURNISHINGS	0	0	0	0	0	0	0	0	0	0
13000	SPECIAL CONSTRUCTION	1,255,568	1,718,854	2,123,078	2,348,933	0	0	0	0	0	0
14000	CONVEYING SYSTEMS	0	0	0	0	0	0	0	0	0	0
21000	FIRE	25,729	25,729	25,729	25,729	12,516	5,693	5,288	3,122	0	0
22000	PLUMBING	88,621	88,621	88,621	88,621	43,109	40,480	18,213	10,753	69,988	0
23000	HVAC	145,796	145,796	145,796	145,796	70,922	32,258	29,963	17,691	0	0
26000	ELECTRICAL	248,319	248,319	248,319	248,319	89,000	41,113	38,188	22,547	159,063	0
27000	TECHNOLOGY	0	0	0	0	0	0	0	0	0	0
28000	ELECTRONIC SAFETY & SECURITY	0	0	0	0	0	0	0	0	0	0
31000	SITE WORK, EARTHWORK, ASPHALT PAVING, SIDE WALKS	756,996	756,996	756,996	756,996	0	0	0	0	445,375	0
32000	EXTERIOR IMPROVEMENTS	548,100	548,100	548,100	548,100	0	0	0	0	95,438	62,500
33000	SITE UTILITIES	207,920	207,920	207,920	207,920	0	0	0	0	0	0
	SUBTOTALS: DIRECT/HARD COSTS	\$ 5,761,102	\$ 6,224,388	\$ 6,628,612	\$ 6,854,467	\$ 660,547	\$ 302,968	\$ 262,025	\$ 154,706	\$ 865,300	\$ 62,500
12.00%	GENERAL CONDITIONS	\$ 691,332	\$ 746,927	\$ 795,433	\$ 822,536	\$ 79,266	\$ 36,356	\$ 31,443	\$ 18,565	\$ 103,836	\$ 7,500
	SUBTOTAL	\$ 6,452,434	\$ 6,971,315	\$ 7,424,045	\$ 7,677,003	\$ 739,813	\$ 339,324	\$ 293,468	\$ 173,271	\$ 969,136	\$ 70,000
4.00%	G.C. OVERHEAD	\$ 258,097	\$ 278,853	\$ 296,962	\$ 307,080	\$ 29,593	\$ 13,573	\$ 11,739	\$ 6,931	\$ 38,765	\$ 2,800
	SUBTOTAL	\$ 6,710,531	\$ 7,250,167	\$ 7,721,007	\$ 7,984,083	\$ 769,405	\$ 352,897	\$ 305,207	\$ 180,202	\$ 1,007,901	\$ 72,800
6.00%	G.C PROFIT	\$ 402,632	\$ 435,010	\$ 463,260	\$ 479,045	\$ 46,164	\$ 21,174	\$ 18,312	\$ 10,812	\$ 60,474	\$ 4,368
	SUBTOTAL	\$ 7,113,163	\$ 7,685,177	\$ 8,184,267	\$ 8,463,128	\$ 815,569	\$ 374,070	\$ 323,519	\$ 191,014	\$ 1,068,376	\$ 77,168
1.29%	G.C. P&P BOND	\$ 91,760	\$ 99,139	\$ 105,577	\$ 109,174	\$ 10,521	\$ 4,826	\$ 4,173	\$ 2,464	\$ 13,782	\$ 995
	SUBTOTAL	\$ 7,204,923	\$ 7,784,316	\$ 8,289,845	\$ 8,572,302	\$ 826,090	\$ 378,896	\$ 327,693	\$ 193,478	\$ 1,082,158	\$ 78,163
15.00%	ESCALATION (ALLOWANCE)	\$ 1,080,738	\$ 1,167,647	\$ 1,243,477	\$ 1,285,845	\$ 123,914	\$ 56,834	\$ 49,154	\$ 29,022	\$ 162,324	\$ 11,725
	SUBTOTAL	8,285,662	8,951,963	9,533,321	9,858,148	950,004	435,730	376,846	222,500	1,244,481	89,888
20.00%	CONTINGENCY	\$ 1,657,132	\$ 1,790,393	\$ 1,906,664	\$ 1,971,630	\$ 190,001	\$ 87,146	\$ 75,369	\$ 44,500	\$ 248,896	\$ 17,978
	TOTAL PROBABLE CONSTRUCTION COST	\$ 9,942,794	\$ 10,742,356	\$ 11,439,985	\$ 11,829,777	\$ 1,140,004	\$ 522,876	\$ 452,216	\$ 267,000	\$ 1,493,377	\$ 107,866

STAFF REPORT REGULAR MEETING

AGENDA DATE: August 15, 2023

DEPARTMENT: Leisure Services

TITLE:

Approve a goods and services agreement with Brandano Displays, Inc. for a 30 ft. decorated artificial holiday tree

SUMMARY:

Through a competitive bid process, Brandano Displays, Inc. has been selected bidder for providing a 30 ft. decorated artificial tree for the period of the holiday season (from November to January) of each year.

BACKGROUND AND JUSTIFICATION:

The Holiday Tree Lighting event is a City Signature event that brings holiday cheer for all to enjoy. The main attraction for the event is the lighting of the City's 30ft. tall holiday tree. This agreement would authorize the lease of the decorated holiday tree from Brandano Displays, Inc., for the period of the holiday season (from November to January) of each year.

The contract initial term is three (3) years with two (2) additional one (1) year renewals for a total possible contract of 5 years. The contract is budgeted at a cost not to exceed \$59,475.

MOTION:

Move to approve/disapprove the Agreement with Brandano Displays, Inc. for a 30 ft. decorated artificial tree for the holiday season at a cost not to exceed \$59,475.

ATTACHMENT(S):

Fiscal Impact Analysis
Agreement

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					
Current Appropriation	0	0	0	0	0
Operating	11,895.00	11,895.00	11,895.00	11,895.00	11,895.00
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

Contract Award - Existing Appropriation	
	Expenditure
Department	Leisure Services
Division	Special Events
GL Description	Other Contractual Services
GL Account Number	001-8063-572.34-50
Project Number	n/a
Requested Funds	\$59,475

**AGREEMENT FOR GOODS AND SERVICES
(30 FT Decorated Artificial Holiday Tree)**

THIS AGREEMENT is made July 19th, 2023, between the **City of Lake Worth Beach**, Florida, a municipal corporation ("CITY"), with its office located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460, and **Brandano Displays, Inc.**, a corporation authorized to do business in the State of Florida ("CONTRACTOR") with its office located at 1473 Banks Road, Margate, FL 33063.

RECITALS

WHEREAS, the CITY is a municipal corporation organized and existing pursuant to the Charter and the Constitution of the State of Florida; and

WHEREAS, the CITY issued Request for Proposals #23-205 to supply and install a fully lit and decorated 30-foot Holiday tree for the period of the Holiday season (from November to January of each year) at the Lake Worth Beach Cultural Plaza located at 414 Lake Avenue (corner of M Street and Lake Avenue) in Lake Worth Beach, Florida (hereinafter "RFP"); and

WHEREAS, CONTRACTOR submitted a proposal to supply and install a fully lit and decorated 30-foot Holiday tree for the period of the Holiday season as described and set out in the RFP; and

WHEREAS, the CITY desires to accept the CONTRACTOR's proposal (with the CONTRACTOR's proposed rates attached hereto as **Exhibit "A"**) in order for CONTRACTOR to render the goods and services to the CITY as provided herein; and

WHEREAS, the CONTRACTOR further warrants that it is experienced and capable of performing the tasks hereunder in a professional and competent manner; and

WHEREAS, the CITY finds awarding the RFP to the CONTRACTOR as described herein serves a valid public purpose.

NOW THEREFORE, the CITY hereby engages the services of the CONTRACTOR, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

1. TERM

1.1 The term of this Agreement for Goods and Services ("Agreement") shall be for three (3) years, with the option to renew for two (2) additional one (1) year renewals periods upon the mutual agreement of both parties and dependent on the annual appropriation of funds by the CITY's City Commission. The renewal terms may be approved by the City Manager. Notwithstanding the foregoing, this Agreement may be earlier terminated as set forth in this Agreement.

2. SCOPE OF WORK

2.1 The Scope of Work includes supply and installation and removal (approximately 7 to 8 weeks' time, no storage) of a fully lit and decorated 30-foot holiday tree as more specifically set forth in the RFP's Scope of Work, which is attached hereto and incorporated herein by the

reference as Exhibit "B". Holiday tree shall be set -up in November of each year and removed in following January. Work shall commence upon the issuance of a Purchase Order by the City.

2.2 The CONTRACTOR represents to the CITY that the materials and services provided under this Agreement shall be in accordance with accepted and established trade practices and procedures recognized in the CONTRACTOR's trade in general and that the CONTRACTOR's work shall conform to the highest standards and in accordance with this Agreement.

2.3 The CONTRACTOR represents that it is licensed to do business in the State of Florida and holds and will maintain all applicable licenses required for the work to be completed under this Agreement. The CONTRACTOR further warrants its capability and experience to perform the work provided for herein in a professional and competent manner.

2.4 The Scope of Work shall be completed in accordance with the CITY issued Purchase Order, the terms and conditions set forth in the RFP and this Agreement.

3. INDEPENDENT CONTRACTOR; USE OF AGENTS OR ASSISTANTS

3.1 The CONTRACTOR is and shall be, in the performance of the Scope of Work under this Agreement, an independent contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the Scope of Work performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the Scope of Work.

3.2 To the extent reasonably necessary to enable the CONTRACTOR to perform the Scope of Work hereunder, the CONTRACTOR shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance of its duties. All costs of the services of, or expenses incurred by, such agents or assistants shall be paid by the CONTRACTOR.

4. SERVICES

4.1 The CONTRACTOR shall provide all services as more specifically set forth in a CITY issued Purchase Order, the RFP and this Agreement.

5. FEE AND ORDERING MECHANISM

5.1 For goods and services to be rendered under this Agreement, the CONTRACTOR shall be entitled to a fee for the goods and services provided and accepted by the CITY at the rates set forth in CONTRACTOR's proposed price which is attached as **Exhibit "A"**. The price set forth in Exhibit "A" shall remain fixed for the first three (3) years of this Agreement. If due to applicable price escalations and/or reductions which impact the CONTRACTOR's price in Exhibit "A", the CITY and CONTRACTOR may execute a written amendment to this Agreement to establish new rates for the renewal term(s). The City Manager may approve changes in the CONTRACTOR's price based on the recommendation of the City's Leisure Services Director or designee

5.2 Should the CITY require additional services, not included in this Agreement, rates and payment for such work will be set forth in a separate amendment, as authorized in accordance

with the CITY's procurement code and policy prior to any such additional services being provided by the CONTRACTOR.

5.3 The CITY's ordering mechanism for the Scope of Work (including each order of specific services) under this Agreement will be by a CITY issued Purchase Order(s); however, the terms and conditions stated in a CITY issued Purchase Order(s) shall not apply. CONTRACTOR shall not provide services under this Agreement without a CITY issued Purchase Order specifically for the stated services requested. Each Purchase Order shall be approved in accordance to the CITY's procurement code and policy. CONTRACTOR shall provide the amount of requested goods and services listed in each CITY issued Purchase Order and not exceed amounts expressed on any Purchase Order. CONTRACTOR shall be liable for any excess goods, services or costs not specifically stated in the Purchase Order(s). The City's Fiscal Year ends on September 30th of each calendar year. The CITY cannot authorize the purchase of goods or services beyond September 30th of each calendar year, prior to the annual budget being approved by the CITY's City Commission. Additionally, the CITY must have budgeted appropriate funds for the goods and services in any subsequent Fiscal Year. If the budget is approved for said goods and services, the CITY will issue a new Purchase Order(s) each Fiscal Year for required and approved goods and services.

6. MAXIMUM COSTS

6.1 The CONTRACTOR expressly acknowledges and agrees that the total cost to complete the Scope of Work in accordance with the RFP and this Agreement will be set in each CITY issued Purchase Order and no additional costs shall be authorized without prior written approval from the CITY.

7. INVOICE

7.1 The CONTRACTOR shall submit an itemized invoice to the CITY for approval prior to receiving compensation. The CONTRACTOR shall be paid within thirty (30) days of receipt of an approved invoice for the provided goods and services.

7.2 If the CITY disputes any invoice or part of an invoice, CITY shall notify the CONTRACTOR within a reasonable time after receipt of the invoice. CITY reserves the right to off-set, reduce or withhold any payment to the CONTRACTOR until the dispute is resolved.

8. AUDIT BY CITY

8.1 The CONTRACTOR shall permit the CITY, or any authorized representatives of the CITY, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the CONTRACTOR's performance under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Agreement.

9. COPIES OF DATA/DOCUMENTS

9.1 Copies or original documents prepared by the CONTRACTOR in relation to work associated with this Agreement shall be provided to the CITY. Data collected, stored, and/or provided shall be in a form acceptable to the CITY and agreed upon by the CITY.

10. OWNERSHIP

10.1 Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

11. WRITTEN AUTHORIZATION REQUIRED

11.1 The CONTRACTOR shall not make changes in the Scope of Work or perform any additional services or provide any additional material under this Agreement without first obtaining written authorization from the CITY for such additional services or materials. Additional services or materials provided without written authorization shall be done at the CONTRACTOR's sole risk and without payment from the CITY.

12. DEFAULTS, TERMINATION OF AGREEMENT

12.1 If the CONTRACTOR fails to timely perform the Scope of Work or has failed in any other respect to satisfactorily perform in accordance with this Agreement; or, is in material breach of a term or condition of this Agreement, the City Manager or designee may give written notice to the CONTRACTOR specifying defaults to be remedied. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONTRACTOR does not remedy defaults within the allotted time or commence good faith steps to remedy the default to the reasonable satisfaction of the City Manager or designee, the CITY may take such action to remedy the default and all expenses related thereto shall be borne by the CONTRACTOR including, without limitation, utilization of another contractor to provide for such work; and/or, the CITY may withhold any money due or which may become due to the CONTRACTOR for such expense and/or work related to the claimed default. Alternatively, or in addition to the foregoing, if after three (3) days the CONTRACTOR has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the City Manager or designee, the CITY may elect to terminate this Agreement. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph.

12.2 Notwithstanding paragraph 12.1, the CITY reserves the right and may elect to terminate this Agreement at any time, with or without cause. At such time, the CONTRACTOR would be compensated only for that work which has been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph.

13. INSURANCE

13.1. Prior to commencing the Scope of Work, the CONTRACTOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Section and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the CITY. Failure to comply with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract. All insurance, other than Workers' Compensation, required hereunder shall specifically include the "City of Lake Worth Beach" as an "Additional

Insured", on a primary, non-contributing basis and the CONTRACTOR shall provide additional insured endorsements section of Certificates of Insurance.

13.2. The CONTRACTOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence (\$2,000,000 aggregate) to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

13.3. The CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

13.4. The CONTRACTOR shall maintain, during the life of this Contract, Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

14. WAIVER OF BREACH

14.1 The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

15. INDEMNITY

15.1 The CONTRACTOR shall indemnify, defend and hold harmless, to the maximum extent permitted by law, the CITY and its officers, agents, employees and representatives, from and against any and all liability, suit, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death, patent infringement or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), costs and expenses (including attorney's fees, litigation, arbitration, mediation, appeal expenses) to the extent arising out of or alleged to have arisen out of the acts, omissions or neglect of the CONTRACTOR or any of its agents, employees, subcontractors or by anyone the CONTRACTOR directly or indirectly employed.

15.2 The CONTRACTOR's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon the CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

15.3 Compliance with any insurance requirements required elsewhere in this Agreement shall not relieve CONTRACTOR of its liability and obligation to defend, hold harmless and indemnify the CITY as set forth in this section.

15.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or CONTRACTOR. Further, nothing contained in this Agreement shall be construed or interpreted as consent by the CITY to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in section 768.28, Florida Statutes, as amended from time to time.

15.5 The CONTRACTOR's failure to comply with this section's provisions shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

16. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

16.1 This Agreement consists of the terms and conditions provided herein; **Exhibit "A"** (the Contractor's rates); any CITY issued Purchase Orders; and, the RFP (including all specifications, exhibits and addenda attached thereto or referenced therein). To the extent that there exists a conflict between this Agreement and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail with any CITY issued Purchase Order(s) and the RFP next taking precedence. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

16.2 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

17. ASSIGNMENT

17.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the CITY and the CONTRACTOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the CITY and the CONTRACTOR and not for the benefit or any other party. The CONTRACTOR shall not assign any right or interest in this Agreement, and shall not delegate any duty owned, without the CITY's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

17.2 In the event the CITY consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

18. SUCCESSORS AND ASSIGNS

18.1 Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

19. WAIVER OF TRIAL BY JURY

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

20. GOVERNING LAW AND REMEDIES

20.1 The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be in Palm Beach County, Florida.

20.2 No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

21. TIME IS OF THE ESSENCE

21.1 Time is of the essence in all respects under this Agreement.

22. NOTICES

22.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the CITY or the CONTRACTOR have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the CONTRACTOR to the CITY shall be given to the CITY address as follows:

City Manager
City of Lake Worth Beach
7 North Dixie Highway
Lake Worth Beach, Florida 33460

All notices, demands or requests from the CITY to the CONTRACTOR shall be given to the CONTRACTOR address as follows:

Brandano Displays, Inc.
1473 Banks Road
Margate, FL 33063

23. SEVERABILITY

23.1 Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

24. DELAYS AND FORCES OF NATURE

24.1 The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Upon the CONTRACTOR's request, the CITY shall consider the facts and extent of any such delay and failure to timely perform the work for reason beyond the control of the CONTRACTOR and, if the CONTRACTOR'S delay and failure to timely perform was without it or its subcontractors' fault or negligence, as determined by the CITY in its sole discretion, the time of completion shall be extended for any reasonable time that the CITY, in its sole discretion, may decide; subject to the

CITY'S rights to change, terminate, or stop any or all of the work at any time. If the CONTRACTOR is delayed at any time in the progress of the work by any act or neglect of the CITY or its employees, or by any other contractor employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the CITY pending negotiation or by any cause which the CITY, in its sole discretion, shall decide justifies the delay, then the time of completion may be extended for any reasonable time the CITY, in its sole discretion, may decide. No extension of time shall be made for any delay occurring more than five (5) days before a claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary. The CONTRACTOR's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and CONTRACTOR specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.

25. COUNTERPARTS

25.1 This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. This Agreement may be executed electronically.

26. LIMITATIONS OF LIABILITY

26.1 Under no circumstances shall either party be liable to the other for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages.

27. PUBLIC ENTITY CRIMES

27.1 CONTRACTOR acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. CONTRACTOR will advise the CITY immediately if it becomes aware of any violation of this statute.

28. PREPARATION

28.1 This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

29. PALM BEACH COUNTY INSPECTOR GENERAL

29.1 In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach

County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

30. ENFORCEMENT COSTS

30.1 All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Contract's execution, validity, the obligations provided therein, or performance of this Contract, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract.

31. PUBLIC RECORDS

31.1 CONTRACTOR shall comply with Florida's Public Records Laws, Chapter 119, Florida Statutes, and, if it is acting on behalf of the CITY as provided under section 119.011(2), the CONTRACTOR specifically agrees to:

- (a) Keep and maintain public records required by the CITY to perform the services under this Agreement.
- (b) Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the CONTRACTOR does not transfer the records to the CITY.
- (d) Upon the completion of the Agreement, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the services. If the CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 586-1660, CITYCLERK@LAKEWORTHBEACHFL.GOV, OR BY MAIL AT CITY OF LAKE WORTH BEACH, ATTN: City Clerk, 7 NORTH DIXIE HIGHWAY, LAKE WORTH BEACH, FLORIDA 33460.

32. COPYRIGHTS AND/OR PATENT RIGHTS

32.1 CONTRACTOR warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling of the goods, shipped or ordered, as a result of this Agreement and the CONTRACTOR agrees to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.

33. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

33.1 CONTRACTOR certifies that all material, equipment, etc., contained in this proposal meets all OSHA requirements. CONTRACTOR further certifies that, if the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirements in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the CONTRACTOR.

34. FEDERAL AND STATE TAX

34.1 The CITY is exempt from Federal Tax and State Tax for Tangible Personal Property. The Procurement Official will sign an exemption certificate submitted by the successful Proposer. Vendors or contractors doing business with the CITY shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the CITY, nor shall any Vendor/Contractor be authorized to use the CITY's tax Exemption Number in securing such materials.

35. PROTECTION OF PROPERTY

35.1 The CONTRACTOR shall at all times guard against damage or loss to the property of the CITY or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The CITY may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful CONTRACTOR or its agents. The CONTRACTOR shall be responsible to safeguard all of their property such as tools and equipment while on site. The CITY will not be held responsible for any loss of CONTRACTOR property due to theft or vandalism.

36. DAMAGE TO PERSONS OR PROPERTY

36.1 The responsibility for all damage to person or property arising out of or on account of work done under this Contract shall rest upon the CONTRACTOR, and he/she shall save the CITY, its officials, employees, and agents harmless from all claims made on account of such damages.

37. SAFETY: ACCIDENT PREVENTION.

37.1 In the performance of this Agreement, the CONTRACTOR shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation including without limitation Chapter 23 CFR 635. The CONTRACTOR shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the CITY, may determine to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

37.2 It is a condition of this Agreement, and shall be made a condition of each subcontract, which the CONTRACTOR enters into pursuant to this Agreement (if authorized), that the CONTRACTOR and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

37.3 Pursuant to 29 CFR 1926.3, it is a condition of this Agreement that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

38. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (Applicable to all federally funded contracts and any subcontracts of \$100,000 or more).

38.1 By execution of this Agreement, CONTRACTOR, if applicable, will be deemed to have stipulated as follows:

- (a) Any CITY facility or property that is or will be utilized in the performance of this Agreement, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
- (b) CONTRACTOR agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
- (c) CONTRACTOR shall promptly notify the CITY of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a CITY facility or property that is or will be utilized for the Agreement is under consideration to be listed on the EPA List of Violating Facilities.

39. SCRUTINIZED COMPANIES

39.1 CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the CITY may immediately terminate this Agreement at its sole option if the CONTRACTOR or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

39.2 If this Agreement is for one million dollars or more, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in

business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the CITY may immediately terminate this Agreement at its sole option if the CONTRACTOR, or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

39.3 The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

39.4 The CONTRACTOR agrees that the certifications in this section shall be effective and relied upon by the CITY for the term of this Agreement, including any and all renewals.

39.5 The CONTRACTOR agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the CONTRACTOR shall immediately notify the CITY of the same.

39.6 As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

40. E-VERIFY

Pursuant to Section 448.095(5), Florida Statutes, the CONTRACTOR shall:

40.1. Register with and use the E-Verify system to verify the work authorization status of all new employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' new employees;

40.2. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;

40.3. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the CITY upon request;

40.4. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;

40.5. Be aware that a violation of section 448.09, Florida Statutes (Unauthorized Aliens; Employment Prohibited), shall be grounds for termination of this Agreement; and,

40.6. Be aware that if the CITY terminates this Agreement under Section 448.095(5)(c), Florida Statutes, the CONTRACTOR may not be awarded a contract for at least one (1) year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the CITY as a result of the termination of the Agreement.

41. SURVIVABILITY

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

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement for Goods and Services (30 FT Decorated Artificial Holiday Tree) on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

By: _____
Yannick Ngendahayo
Financial Services Director



[Corporate Seal]

CONTRACTOR:

BRANDANO DISPLAYS, INC.

By: _____
(Signature)

Print Name: Patrick J. Brandano

Title: Vice President

STATE OF FLORIDA)
COUNTY OF BROWARD)

THE FOREGOING instrument was acknowledged before me by means of • physical presence or • online notarization on this 19th day of JULY 2023, by PATRICK J. BRANDANO as the VICE PRESIDENT [title] of **Brandano Displays, Inc.**, a corporation authorized to do business in the State of Florida, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

(Signature)
Notary Public Signature

Notary Seal:

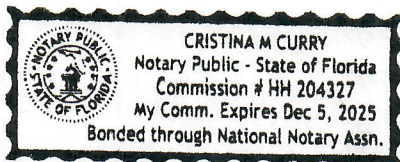


EXHIBIT "A"

CONTRACTOR'S RATE SCHEDULE

30 FT Decorated Artificial Holiday Tree

In accordance with the specifications and Scope of Work included with this proposal, the following is the lump sum proposal annual pricing as required by this RFP.

Annual Cost: \$11,895.00

Name of Respondent: Brandano Displays, Inc.

Address: 1473 Banks Road **City:** Margate **ST:** FL **Zip:** 33063

Phone: (954) 242-1676 **Email:** patbrandano@brandano.com

Print Name: Patrick J. Brandano **Title:** Vice President

SIGNATURE:  **Date:** 07/10/2023

EXHIBIT "B"

RFP # 23-205 30 FT DECORATED ARTIFICIAL HOLIDAY TREE

SCOPE OF WORK/SERVICES

The City of Lake Worth Beach is seeking proposals from qualified entities for supply & installation and removal (approximately 7 to 8 weeks' time, no storage) of a fully lit and decorated 30-foot holiday tree. Holiday tree shall be set set-up in November of every year and removed in following January. The location is the Lake Worth Beach Cultural Plaza located at 414 Lake Avenue (corner of M Street and Lake Avenue) in Lake Worth Beach, Florida 33460.

Tree Requirements

- New exterior holiday tree, 30 feet high
- 14 feet wide
- Made in North America (no imports)
- 165 individual branches – no panels
- Natural look constructed with UL listed products
- Must be flame retardant and UV resistant
- Grade 5 quality hardware
- Standardized powder-coated framing
- Interchangeable branches and bolts
- 14 gauge ring harness
- 6 gauge galvanized wire

Décor Requirements

- Light count - 15,000 minimum 5MM warm white LED bulbs
- Lighting shall be all commercial grade light emitting diode ("LED") lights.
- Minimum 400 ornaments (combination of 3", 6", 8", 10" and 12" ornaments), shatter proof. Please submit color options.
- Star tree topper.
- **Optional but preferred: Bows and garland.**

Pricing shall include all extension cords, staples, tie wraps, etc. required to complete job.

Respondents must supply the sample design and full description of the proposed design for the Holiday Tree with description of the tree, specification sheet of the proposed tree; list and description with pictures of all ornaments and color options, etc.

The work to be performed shall consist of furnishing all labor, materials and equipment necessary to supply, install and remove the tree, lights, topper, bottom stand and any applicable structural items.

Proposal shall include installation and removal of all materials such as extension cords, clips and other items as needed. The installation requires the rental of a boom lift, which shall be included in the overall price supplied by the Respondent.

The Respondent shall conduct install on the Thursday and Friday of the week prior to the Thanksgiving holiday for the life of the contract. The contractor shall remove tree, lighting and decorations after January 2nd and complete by January 8 for the life of the contract.

Respondent shall provide repair and/or service of lights that malfunction during the time tree is been operating.

The City will be responsible for timers on the lights and resetting for weather conditions. Tree placement will be over an electrical box and taping of wires will be the responsibility of the City.

The City reserves the right to use pictures of final décor in promotional material.

The City shall not be responsible for damage to the selected firm's property due to severe weather, vandalism, electrical surges and/or similar occurrences.

EN OF SCOPE OF WORK/SERVICES



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Keyes Coverage Insurance 5900 Hiatus Road Tamarac FL 33321		CONTACT NAME: Kim Bromaghim PHONE (A/C No, Ext): 954-724-7000 FAX (A/C, No): E-MAIL ADDRESS: kBromaghim@keyescorverage.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : AmGuard Insurance Co	NAIC # 3588
		INSURER B : Colony Insurance Co	39993
		INSURER C : Technology Ins. Co.	42376
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 813014026

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	103 GL 0211508-0	10/11/2022	10/11/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Comp \$1000 <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Coll \$1000	Y	Y	BRAU396462	9/29/2022	9/29/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	XS176143	10/11/2022	10/11/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
C	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A			TWC4188465	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Hired Auto Physical Damage			BRAU396462	9/29/2022	9/29/2023	Actual Cash Value \$75,000 Comp \$1,000 Coll \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the firm shall specifically include the City of Lake Worth as an Additional Insured.

CERTIFICATE HOLDER

CANCELLATION 30 Days*/10* for non payment

City of Lake Worth
 7 North Dixie Highway
 Lake Worth FL 33460

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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STAFF REPORT REGULAR MEETING

AGENDA DATE: August 15, 2023

DEPARTMENT: Financial Services

TITLE:

Garcia Hamilton & Associates Investment Management Agreement

SUMMARY:

The Agreement will authorize Garcia Hamilton & Associates, L.P., to provide investment advice and manage the City's financial assets and reserves.

BACKGROUND AND JUSTIFICATION:

The City Commission recently approved the City's Investment policy. In accordance with the policy, the City is authorized to hire an investment firm to provide investment advice and manage City's financial assets and reserves. The City currently utilizes AndCo as investment consultant and they have advised the City to partner with Garcia Hamilton and Associates (GHA) to make investments on City's behalf after being fully vetted through an in-depth due diligence process by AndCo's dedicated research team that vets and monitors investment managers on behalf of its clients. This investment firm is highly reputable and has extensive experience in financial investments of municipal and other governmental assets. Founded in 1988, GHA is 100% employee-owned institutional investment advisor focused exclusively on fixed income. As of 6/30/2023, the firm managed approximately \$21 billion of fixed income assets on behalf of its clients. GHA has a long relationship managing asset on behalf of the City of Lake Worth Beach, as they have been managing a fixed income portfolio for the Lake Worth Beach Firefighters' pension since 1992 and have been able to outperform the relevant benchmark index for that account since the 1992 inception.

MOTION:

Move to approve/disapprove the agreement with Garcia Hamilton and Associates for the City's investment management.

ATTACHMENT(S):

Fiscal Impact Analysis – N/A
Agreement

CITY OF LAKE WORTH BEACH STANDARD ADDENDUM

This City of Lake Worth Beach Standard Addendum ("Addendum") is made as of the 28 day of July, 2023, by and between the **City of Lake Worth Beach**, a Florida Municipal Corporation ("City or Client") and **Garcia Hamilton & Associates, L.P.** a foreign limited partnership authorized to do business in the State of Florida ("Manager").

In consideration of the mutual promises contained in this Addendum and contained within the Manager's Investment Management Agreement, which is attached hereto as **Exhibit A** and incorporated herein (the Investment Management Agreement and this Addendum hereinafter collectively referred to as the "Contract" or the "Contract Documents"), the City and Manager agree as follows:

SECTION 1 – PUBLIC ENTITY CRIMES; PALM BEACH COUNTY IG; SCRUTINIZED COMPANIES; E-VERIFY

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

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

1.3 As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into the Contract Documents, Manager certifies that it is not participating in a boycott of Israel. The City and Manager agree that the City will have the right to terminate the Contract Documents if Manager is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

1.4 If applicable to the Manager, pursuant to Section 448.095(5), Florida Statutes, the Manager, and any subcontractor thereof, shall register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor and the subcontractor.

SECTION 2 – SOVEREIGN IMMUNITY; LAW, WAIVER OF JURY TRIAL; ATTORNEY'S FEES

2.1 Nothing contained in any of the Contract Documents shall be construed or interpreted as consent by the City to be sued, nor as a waiver of sovereign immunity beyond the waiver and limits provided in Section 768.28, Florida Statutes, as amended from time to time.

2.2 TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THE CONTRACT DOCUMENTS.

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

SECTION 3 – SURVIVABILITY; SEVERABILITY; PREPARATION; WAIVER

Any provision of the Contract which is of a continuing nature or imposes an obligation which extends beyond the term of the Contract shall survive its expiration or earlier termination. If any term or provision of the Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of the Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision shall be deemed valid and enforceable to the extent permitted by law. The Contract shall not be construed more strongly against either party regardless of

who was more responsible for its preparation. Failure of a party to enforce or exercise any of its right(s) under this Contract shall not be deemed a waiver of that party's right to enforce or exercise said right(s) at any time thereafter.

SECTION 4 –NO THIRD PARTY BENEFICIARIES

Nothing in the Contract Documents shall be construed or interpreted as creating or giving any rights or benefits hereunder to anyone other than the City and the Manager.

SECTION 5 – PUBLIC RECORDS

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

- (1) Keep and maintain public records required by the City to perform the service.
- (2) Upon request from the City's custodian of public records or designee, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the Manager does not transfer the records to the City.
- (4) Upon completion of this Contract, transfer, at no cost, to the City all public records in possession of the Manager or keep and maintain public records required by the City to perform the service. If the Manager transfers all public records to the City upon completion of the Contract, the Manager shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Manager keeps and maintains public records upon completion of the Contract, the Manager shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records or designee, in a format that is compatible with the information technology systems of the City.

IF MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT THE CITY OF LAKE WORTH BEACH, ATTN: MELISSA ANN COYNE, AT (561) 586-1662, MCOYNE@LAKEWORTHBEACHFL.GOV, 7 N. DIXIE HIGHWAY, LAKE WORTH, FL 33460.

SECTION 6 – TAXES

The City is exempt from payment of Florida State Sales and Use Tax. Manager shall not be exempted from paying sales tax to its suppliers for materials used to fill any contractual obligations with the Town, nor are Manager authorized to use the Town's Tax Exemption Number in securing such materials. Manager shall be responsible for payment of their own and their share of its employees' payroll, payroll taxes, and benefits with respect to the Contract.

**SECTION 7 –ENTIRETY OF CONTRACTUAL AGREEMENT; CONTRACT DOCUMENTS;
CONTROLLING PROVISIONS**

The City and Manager agree that the Contract Documents set forth the entire contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in the Contract Documents may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. The contract between the parties consists of the Contract Documents. To the extent that there exists a conflict between this Addendum and the remaining Contract Documents, the terms, conditions, covenants, and/or provisions of this Addendum will prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

SECTION 8 - COUNTERPARTS

The Contract Documents may be executed in one or more counterparts, each of which shall be deemed to be an original and such counterparts will constitute one and the same instrument. The parties agree to accept the execution and delivery of this Contract Documents by electronic means and shall treat the same as an original.

SECTION 9 – COMPLIANCE AND REPORTING

Each of the parties agrees to perform its responsibilities under the Contract Documents in conformance with all laws, regulations and administrative instructions that relate to the parties' performance under the Contract Documents. Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of the Contract Documents. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

SECTION 10 – INSURANCE

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

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Professional liability/ Errors and Omissions	\$1,000,000 per occurrence
Commercial general liability (Products/completed operations Contractual, insurance broad form property, Independent SELF, personal injury)	\$1, 000,000 per occurrence \$2,000,000 annual aggregate
Automobile (owned, non-owned, & hired)	\$ 1,000,000 single limits
Worker's Compensation	\$ statutory limits

The commercial general liability and automobile policies (if Manager travel to the City) will name the City as an additional insured on primary, non-contributory basis and proof of all insurance coverage shall be furnished to the City by way of an endorsement to same or certificate of insurance prior to the provision of services. The certificates shall clearly indicate that the Manager has obtained insurance of the type,

amount, and classification as required for strict compliance with this section. Failure to comply with the foregoing requirements shall not relieve the Manager of its liability and obligations under this Agreement.

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

CITY OF LAKE WORTH BEACH

ATTEST:

By: _____
Melissa Ann Coyne, City Clerk

By: _____
Betty Resch, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Yannick Ngendahayo, Financial Services Director

GARCIA HAMILTON & ASSOCIATES, L.P.

[Corporate Seal, if required]

By: Kevin Lunday
Signature of Authorized Representative

STATE OF ~~FLORIDA~~ TEXAS
COUNTY OF HARRIS)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 28TH day of July, 2023, by Kevin Lunday [name], as COO [title] of GARCIA HAMILTON & ASSOCIATES, a foreign limited partnership authorized to do business in the State of Florida, and who is personally known to me or who has produced the following as identification and who is authorized to bind Manager to the terms and conditions of the Contract Documents:
ID produced: _____.

[Notary Stamp]

Beth L. McWilliams
Signature of Notary Public

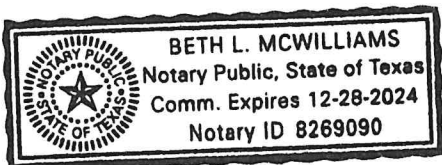


Exhibit "A"

Investment Management Agreement (7 pages)

INVESTMENT MANAGEMENT AGREEMENT

This INVESTMENT MANAGEMENT AGREEMENT (this “Agreement”), dated as of June 2, 2023, is made by and between Garcia Hamilton & Associates, L.P. (the “Manager”), and City of Lake Worth Beach, a Florida Municipal Corporation (the “Client”).

WITNESSETH:

WHEREAS, the Manager is engaged in business as an investment adviser and is registered as such with the United States Securities and Exchange Commission under the Investment Advisers Act of 1940; and

WHEREAS, the Client desires to engage the Manager to render investment advice and manage the assets of the Client (the “Account”) held with the custodian selected by the Client (which custodian will be a “qualified custodian” as defined under the Investment Advisers Act of 1940) and designated in writing by the Client to the Manager (the “Custodian”).

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein, the parties do hereby agree as follows:

1. **Engagement; Effectiveness.** The Client hereby appoints the Manager as the investment manager and attorney-in-fact for the Client with respect to the Account and the Manager hereby accepts such appointment and agrees to render the services herein set forth for the compensation herein provided, with the engagement and this Agreement becoming effective upon the Client’s initial transfer to the Account and the receipt by the Manager of notification that it may begin effecting trades in the Account. The Manager and the Client agree that Client may make additions to or withdrawals from the Account in such amounts as Client shall determine. The Client also agrees to use best effort to promptly notify the Manager in writing of any additions to the Account, including the amount thereof, and provided further, that Client agrees to provide Manager, when feasible, with at least three (3) business days written notice prior to such withdrawal which notice shall specify the proposed amount and date of withdrawal.
2. **Authority.** The Manager shall have full power in the Manager’s sole discretion to supervise and direct the investment of the Account and to make and implement investment decisions for Account, all without prior consultation with the Client, in accordance with such investment objectives/policies/guidelines/statements as may be set forth and attached as Exhibit A, and subject only to such reasonable restrictions as communicated in writing by the Client to the Manager in the future. In implementing investment decisions for the Account, the Manager shall have full authority (a) to place orders for the Account for the purchase or other acquisition of such securities, property or other assets for the Account as the Manager may select or for the sale or other disposition of such securities, property or other assets held in the Account as the Manager may select, and (b) to select brokers, dealers and other service providers to execute trades and/or to perform other related services on behalf of the Account, at the Client’s expense. In the event that Client requires Manager to execute transactions through a specified broker-dealer, such request must be specifically made by Client in writing. Manager does not vote client proxies except in instances where Client specifically assigns voting authority to Manager for securities held in the account and Manager receives proxy in a timely manner from Custodian. Manager

does not use client transactions to obtain research or other products or services. The Client agrees to instruct the Custodian or any other broker, dealer or other service provider to execute the orders received from the Manager and to consummate transactions executed in accordance with the Manager's instructions. In no event will the Manager take or retain custody over the assets in the Account.

3. **Services to Other Clients.** It is understood that the Manager may from time to time give advice and take action with respect to other clients which may differ from the advice given or the timing or the nature of action taken with respect to the Account. It is further understood that the Manager may be engaged in purchasing or selling for other clients positions in securities held in the Account and that the Manager may have banking or other commercial relationships with companies whose securities are held in the Account. Nothing in this Agreement shall be deemed to impose upon the Manager any obligation to purchase or sell or to recommend for purchase or sale for the Client, any security or other property which the Manager, its principals, affiliates, agents or employees may purchase or sell for its or their own account or for the account of any other client.
4. **Portfolio Management Duties of Manager.** The Manager shall use all reasonable efforts available to the Manager to increase the value of the Account, however, it is understood and agreed that the Manager does not guarantee or insure any increase or even that there will not be a decrease. The Manager shall not be liable for any decrease in the value of the Account, except as specifically provided in Section 11.

Pursuant to section 215.855, Florida Statutes (2023), any written communication made by the Manager to a company in which the Manager invests public funds on behalf of the City, the Manager must include the following disclaimer in a conspicuous location if such communication discusses social, political, or ideological interests; subordinates the interests of the company's shareholders to the interest of another entity; or advocates for the interest of any entity other than the company's shareholders:

"The views and opinions expressed in this communication are those of the sender and do not reflect the views and opinions of the State of Florida."

5. **Fees.** For its services pursuant to this Agreement the Client shall pay the Manager compensation in accordance with the attached Schedule of Fees. Such compensation shall be paid to Manager at the address provided in paragraph 6 of this Agreement.
6. **Notices.** All notices pursuant to this Agreement shall be in writing and hand-delivered, sent via certified mail (return receipt requested), or sent by nationally-recognized overnight mail, and addressed as follows:

If to Manager, to:

Garcia Hamilton & Associates, L.P.
5 Houston Center
1401 McKinney, Suite 1600
Houston, Texas 77010
Attention: Managing Partner

If to Client, to:

Name: City of Lake Worth Beach

Address: 7 N. Dixie Highway

Lake Worth Beach, FL 33460

Attn: City Manager

With copy sent to:
City of Lake Worth Beach
Attn: Finance Director
7 N. Dixie Highway
Lake Worth Beach, FL 33460

or to such other address as may be fixed by notice so given.

Either party may change the above notice addresses by written notice to the other party.

7. **Termination.** This Agreement may be terminated by either party at any time upon 30 days' advance written notice to the other party.
8. **Assignment; Change in Partnership.** It is expressly agreed that this Agreement may not be assigned (within the meaning of the Investment Advisers Act of 1940, as amended) without the written consent of the other party. In addition, the Manager will notify the Client in the event of a material change in the partnership of the Manager within a reasonable time after such change.
9. **Disclosure Statement.** The Client acknowledges receipt of Part 2A and 2B of the Manager's Form ADV or a disclosure statement containing the equivalent information before or at the time Client enters into this Agreement. The Client also acknowledges receipt of Privacy Policy of Manager, which notice is attached and incorporated by reference herein. For the purposes of this provision, a contract (including this Agreement) is considered entered into when all parties to the contract have signed the contract, or, in the case of an oral contract, otherwise signified their acceptance, any other provision of this Agreement notwithstanding.
10. **Entire Agreement; Governing Law; Venue; Severability.** This agreement constitutes the entire agreement of the parties with respect to management of the Account and supersedes all prior agreements and oral discussions. This Agreement can be amended only by a written document signed by the parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflicts of law rules, and the parties hereby agree to the exclusive jurisdiction of the state and federal courts located in Palm Beach County, Florida for any disputes relating to or in connection with this Agreement or the services performed under this Agreement. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement or the application of

such provision to other persons or circumstances shall not be affected thereby. This Section 10 shall survive the termination of this Agreement.

11. **Liability.** Neither the Manager nor any of its officers, directors or employees shall be liable hereunder for any action performed or omitted to be performed or for any errors of judgment in managing the account, or for any decrease in the value of the account, or for any failure for the account to appreciate in value, except in the event of Manager's (i) gross negligence or willful misconduct or (ii) violation of applicable law or a breach of a fiduciary duty under applicable law. The federal securities laws impose liabilities under certain circumstances on persons who act in good faith, and therefore nothing herein shall in any way constitute a waiver or limitation of any rights which the undersigned may have under any federal securities laws. The Client shall be responsible for all losses relating to this Agreement or the Account arising out of any misrepresentation, act or omission on the part of Client or its authorized agents, unless such losses are attributable to Manager's (i) gross negligence or willful misconduct or (ii) violation of applicable law or a breach of a fiduciary duty under applicable law. This Section 11 shall survive the termination of this Agreement.
12. **Independent Contractors.** The parties shall for all purposes of this Agreement be deemed to be independent contractors, and neither party shall have authority to act for or represent the other party or otherwise be deemed an agent of the other party, except as contemplated in this Agreement.
13. **Confidentiality.** Each party shall maintain and protect in confidence any and all confidential data, information or documents, in whatever medium, concerning the other party. By way of example, the Manager's confidential information shall include, but is not limited to, its investment strategies, portfolio holdings, buy/sell recommendations, business, operations, financial information, and other affairs. No confidential information belonging to a party shall be given by the other party to any third party (other than as required by applicable law or as specifically permitted in this Agreement), or used for any purpose not specifically contemplated by this Agreement, without the express written consent of the party to which the information belongs. However, the Client consents to the disclosure of the Client's identity as a client of the Manager. Confidential data shall not include information or records required to be disclosed by law or court order. This Section 13 shall survive the termination of this Agreement.
14. **Client Representation.** The Client represents and confirms that the Manager's retention as investment manager hereunder is authorized by the governing documents relating to the Client, true and accurate copies of which have been furnished to the Manager, and that the terms hereof do not violate any obligation by which the Client is bound, whether arising by contract, operation of law or otherwise, and that (a) this Agreement has been duly authorized by appropriate action and when executed and delivered will be binding upon the Client in accordance with its terms, and (b) the Client will deliver to the Adviser such evidence of such authority as the Adviser may reasonably require, whether by way of a certified resolution or otherwise.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

Client: **CITY OF LAKE WORTH BEACH**

ATTEST:

By: _____
Melissa Ann Coyne, City Clerk

By: _____
Betty Resch, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Yannick Ngendahayo, Financial Services Director

Manager: GARCIA, HAMILTON & ASSOCIATES, L.P.

Signed By: Kevin Lunday

Printed Name/Title: Kevin Lunday Partner/COO

SCHEDULE OF FEES

Client Name: City of Lake Worth Beach

Fixed Income Management – Government/Credit Strategy

0.15% of first \$25 million

0.12% on next \$25 million

0.09% thereafter

Fees are payable quarterly in arrears, and will be based on the total market value of the Account on the last business day of the quarter. Fees will be prorated for any partial quarters.

Collection of Client Information

GH&A collects only relevant information about our clients in order to conduct our business and properly service our accounts or that may be required by law. The types of personal information we may collect can include non-public information such as social security number, address, telephone number, email address, assets, income, and investment objective.

We collect financial and other personal information about our clients from the following sources:

- Investment management contracts and other forms submitted to us by our clients; and
- Forms or other correspondence from parties authorized to act on behalf of our clients such as accountants, attorneys and investment consultants.

Keeping Information Secure

We maintain physical, electronic and procedural safeguards and procedures to protect your financial and other personal information, and we continuously strive to improve these safeguards and procedures.

Limiting Access to Information

All of our employees are aware of the importance of maintaining and respecting customer privacy and to recognize the importance of confidentiality. In addition, all employees are required to sign a Confidentiality & Non-disclosure Agreement as a condition of employment. Those who violate our privacy policies are subject to disciplinary action.

Accuracy of Information

We strive to keep accurate client information records, and we take immediate steps to correct errors as they are found. If there are any inaccuracies in your account statements or in any other communications from us, please contact us immediately and we will make the necessary corrections.

Use of Personal and Financial Information by Us and Third Parties

We share information about our clients with non-affiliated third parties only to the extent necessary for us to provide the services for which our clients have hired us, and then only to the extent permitted by law:

- We share information with brokers and custodian banks in order to process securities transactions accurately;
- We may share information with non-affiliated third parties in order for the third party to carry out its services for us; and
- We may share information as allowed by law in connection with a subpoena or similar legal process, an audit, or a government or self-regulatory organization request or investigation.

We do not engage in joint marketing arrangements with non-affiliated third parties that involve the sharing of non-public information regarding GH&A clients and we do not sell client information to non-affiliated third parties for their own marketing purposes. Any exceptions to these practices are made only with the permission of the particular client for the sharing of information with identified third parties or as otherwise required by law. If a client terminates our services, we will continue to adhere to the privacy policies and procedures as described in this notice.

Maintaining Customer Privacy in Business Relationships

We do not share client information with anyone who does not agree to keep such information confidential. If you believe we have shared your information inappropriately, please contact the Chief Compliance Officer, Garcia Hamilton & Associates, 5 Houston Center, 1401 McKinney St., Suite 1600, Houston, TX 77010 or 713-853-2322 immediately and corrective steps will be taken.

January, 2023

STAFF REPORT REGULAR MEETING

AGENDA DATE: August 15, 2023

DEPARTMENT: City Manager/CRA

TITLE:

Transfer \$2 million of ARPA Funds for Affordable Housing to CRA

SUMMARY:

In the FY2022/2023 budget, City Commission allocated \$2.5 million of ARPA funds for affordable housing. In 2022, the CRA, in partnership with the City and their non-profit partners applied for Community Project Funding from the federal government, through Congresswoman Lois Frankel's office. The City offered a match of \$2 million. The application was awarded. CRA is ready to received the funds and request the transfer of the \$2 million.

BACKGROUND AND JUSTIFICATION:

The CRA has been at the forefront in providing affordable housing since 2012. The CRA have received \$23 million from the Department of Housing and Urban Development (HUD), the CRA and partners, Adopt-A-Family Habitat for Humanity of Greater Palm Beach, Housing Leadership Counsel, Community Partners, Neighborhood Renaissance, Florida Housing Finance and Community Land Trust plus private firms built over 400 affordable units within the CRA District.

In more recent years, the CRA continued their efforts on affordable housing through land purchasing and donations, environmental testing, inspections, buy downs, down payment assistance, and grants to provide more units for households making less than 120% area median income. Affordable housing funds have also been used for housing home-buyer workshops, down payment assistance and administration.

In 2022, the CRA, in partnership with the City and their non-profit partners applied for Community Project Funding from the federal government, through Congresswoman Frankel's office. The City offered a match of \$2 million. The application was submitted in April of 2022 and the CRA was awarded \$750,000. Although more was requested, the CRA moved forward with the grant award paperwork and prepared to receive the funds from HUD. See the attached Exhibit "A which consists of the fully executed grant agreement and HUD Assistance/Award Amendment Form.

The CRA also applied for \$2 million from the 23/24 round of Community Project Funding with a \$1 million match from the CRA. This grant, if received, would not only assist with affordable housing efforts but also to prevent homelessness working with Adopt-A-Family. See Exhibit "B" for more details of the application submission.

The CRA is requesting the transfer of the \$2 million matching funds from the City to continue meeting the need for more opportunities and units for households making less than 120% AMI. The \$2 million funds are critical to fulfilling the promised match. If the funds are not received, CRA is required to alert HUD which would ultimately jeopardized receiving the \$750,000 award funds and the next application. Attached is the approved resolution on July 11, 2023 from the CRA board (Exhibit "C").

It is suggested that the \$2 million from the City go towards:

<u>City</u>		<u>Community Project Funding</u>
Individual Development Accounts	\$40K	
Purchase of Land for New Rental Units	\$1.2M	\$500K
Purchase of Land for Home Ownership	\$400K	\$150K
Buy Down of Private Housing Units	\$360K	\$100K

The estimates in these categories may change, based on what property is available for purchase and which partner will receive the land or building. However, all funding will be spent on making affordable units as no funds will be spent on plans or administration.

The CRA's draft budget includes another \$1.3 million for affordable housing next year. In the meantime, the CRA is working with their non-profit housing partners to deliver 17 new affordable home-owner occupied units and approximately eight (8) rental units. In addition, CRA is working with the private sector to provide 278* low and workforce housing units. Lastly, the CRA is currently working with three firms who are proposing projects in the CRA district. These may provide the CRA with the opportunity to buy down some of the units to create mixed-income housing.

*Development Names – Perch, Village Flats, Lake Worth Station, 10th St. Apartments, and Madison Terrace

MOTION:

Motion to approve/disapprove the transfer of \$2 million of the ARPA funds allocated to affordable housing to the CRA to develop affordable housing units and programs.

ATTACHMENT(S):

Memo from Joan Oliva to Carmen Davis – Subject: City Match for 2022/23 Community Project Funding for Affordable Housing – Resolution #23-03

Exhibit A - fully executed grant agreement and HUD Assistance/Award Amendment Form.

Exhibit B - 2023/2024 round of Community Project Funding application submission.

Exhibit C - CRA board approved resolution on July 11, 2023 from the CRA

FISCAL IMPACT:

N/A



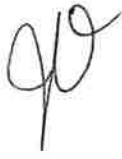
LAKE WORTH BEACH COMMUNITY REDEVELOPMENT AGENCY

1121 Lucerne Avenue | Lake Worth Beach, Florida 33460-3346 | T: 561-493-2550

www.lakeworthcra.org

MEMORANDUM

TO: Carmen Davis, City Manager

FROM: Joan C. Oliva, Executive Director 

DATE: Aug. 15, 2023

SUBJECT: City Match for 2022/23 Community Project Funding for Affordable Housing – Resolution #23-03

EXPLANATION:

The Lake Worth Beach CRA has been at the forefront in providing affordable housing since 2012. After receiving \$23M from the Department of Housing and Urban Development (HUD), the CRA and our partners, Adopt-a-Family, Habitat for Humanity of Greater Palm Beach, Housing Leadership Counsel, Community Partners, Neighborhood Renaissance, Florida Housing Finance and the Community Land Trust plus private firms built over 400 affordable units within the CRA District. The CRA relies on their partners to fund the construction of homes with money often coming from the County or other sources. Without this partnership, the impact would be much less.

Over the past two years, the CRA spent \$3M on affordable housing for land purchases and donations, environmental testing, inspections, buy downs, down payment assistance, and grants to provide more units for households making less than 120% area median income. The CRA has also spent funds on hosting home-buyer workshops, down payment assistance and administration. To keep up with the market, the CRA has dipped into its fund balance to help pay for properties that otherwise may have gone to investors or out of town owners.

In 2022, the CRA, in partnership with the City and our non-profit partners applied for Community Project Funding from the federal government, through Congresswoman Frankel's office. The application requested \$2.5 from HUD with a local match of land and TIF dollars. The City offered a match of \$2M. The application was submitted in April of 2022 and the CRA was awarded \$750K. Although more was requested, the CRA moved forward with the grant award paperwork and is now ready to receive the funds (Exhibit "A"). These funds were budgeted in the 22/23 Capital budget.

The CRA has applied for another \$2M from the 23/24 round of Community Project Funding with a \$1M match from the CRA. This grant, if received, would not only help with affordable housing efforts but also to preventing homelessness working with our partner, Adopt-a-Family. For more detail, please see Exhibit "B."

The CRA is requesting the \$2M in matching funds from the City so we can continue providing more opportunities and units for households making less than 120% AMI. This is needed because local prices continue to rise and without the proper funding, the CRA will be able to do much less than promised in the grant award acceptance. A Resolution from the CRA Board, approved at our July 11th meeting, is

attached for review Exhibit "C". If we do not receive the City funds, we are required to alert HUD that the promised match is not available. In turn, this could jeopardize the \$750K payout and our next application.

It is suggested that the \$2M from the City go towards:

City		Community Project Funding
Individual Development Accounts -	\$40K	
Purchase of Land for new Rental Units	\$1.2M	\$500K
Purchase of Land for Home Ownership	\$400K	\$150K
Buy down of private housing units	\$360K	\$100K

The estimates in these categories may change, based on what property is available for purchase and which partner will receive the land or building. However, all funding will be spent on making affordable units as no funds will be spent on plans or administration.

The CRA's draft budget includes another \$1.3M for affordable housing next year. In the meantime, the CRA is working with our non-profit housing partners to deliver 17 new affordable home-owner occupied units and approximately 8 rental units. In addition, the CRA is working with the private sector to provide 278* low and workforce housing units. Lastly, the CRA is currently working with three firms who are proposing projects in the CRA District. These may provide the CRA with the opportunity to buy down some of the units to create mixed-income housing.

REQUEST

CRA asks that the City Commission approve the transfer of the \$2M dollars to the CRA for use in our affordable housing program.

* Development Names – Perch, Village Flats, Lake Worth Station, 10th St. Apartments and Madison Terrace



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, D.C. 20410-1000

OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT

July 2, 2023

Joan Oliva
Lake Worth Beach Community Redevelopment Agency
1121 Lucerne Ave.
Lake Worth Beach, FL 33414
Email: joliva@lakeworthbeachfl.gov

Subject: FY2023 Community Project Funding Grant: Fully Executed Grant Agreement
B-23-CP-FL-0404

Dear Oliva:

The HUD Office of Community Planning and Development, Congressional Grants Division is providing the fully executed Grant Agreement to you for the subject grant. This Grant Agreement, signed by both parties, provides the terms and conditions for this grant, and readies you to be able to spend your grant funds and submit requests for reimbursement. Please retain this document as part of your grant records.

Regarding the Disaster Recovery Grant Reporting (DRGR) system, the administrator for your account will receive notification when they have been set up. The user for the account is the individual listed as the point of contact per your SF424 (under Applicant Information). They will receive an email from DRGR Helpdesk with the User ID and temporary password. The DRGR PIN for this grant is provided here: 30404. The email will include additional instructions on accessing DRGR for the first time.

The DRGR Administrator for your organization will need to add at least one additional user to complete the draw down process. Please refer to the DRGR Quick Guide for additional guidance.

If you, or your staff, have any questions regarding next steps, please review the attached DRGR Quick Guide and feel free to contact, Julie Zavala, CPD Congressional Grants Division at Julie.A.Zavala@hud.gov

Sincerely,

Holly A. Kelly

Holly A. Kelly

Director

Congressional Grants Division

ATTACHMENTS:

HUD 1044 Assistance/Award Amendment Form
Community Project Funding Fully Executed Grant Agreement
DRGR Quick Guide

Assistance Award/Amendment		U.S. Department of Housing and Urban Development Office of Administration											
1. Assistance Instrument <input type="checkbox"/> Cooperative Agreement <input checked="" type="checkbox"/> Grant		2. Type of Action <input checked="" type="checkbox"/> Award <input type="checkbox"/> Amendment											
3. Instrument Number B-23-CP-FL-0404	4. Amendment Number	5. Effective Date of this Action	6. Control Number										
7. Name and Address of Recipient Lake Worth Beach Community Redevelopment Agency 1121 Lucerne Ave. Lake Worth Beach, FL 33414 EIN: 20-2848876 UEI: NTBPRKVS7K59		8. HUD Administering Office CPD, Congressional Grants Division 451 7th Street, SW, Rm 7146 Washington, DC 20410-7000											
10. Recipient Project Manager Joan Oliva		9. HUD Government Technical Representative Julie Zavala											
11. Assistance Arrangement <input type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Cost Sharing <input checked="" type="checkbox"/> Fixed Price	12. Payment Method <input type="checkbox"/> Treasury Check Reimbursement <input type="checkbox"/> Advance Check <input checked="" type="checkbox"/> Automated Clearinghouse	13. HUD Payment Office Chief Financial Officer											
14. Assistance Amount		15. HUD Accounting and Appropriation Data											
<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td style="width: 50%;">Previous HUD Amount</td><td style="width: 50%;"></td></tr> <tr><td>HUD Amount this Action</td><td style="text-align: right;">\$750,000.00</td></tr> <tr><td>Total HUD Amount</td><td style="text-align: right;">\$750,000.00</td></tr> <tr><td>Recipient Amount</td><td></td></tr> <tr><td>Total Instrument Amount</td><td style="text-align: right;">\$750,000.00</td></tr> </table>		Previous HUD Amount		HUD Amount this Action	\$750,000.00	Total HUD Amount	\$750,000.00	Recipient Amount		Total Instrument Amount	\$750,000.00	15a. Appropriation Number	15b. Reservation Number EDE 23
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Total Obligation													

16. Description

Affordable Housing in Lake Worth Beach

This Award consists of the following items which are appended to and hereby made part of this Award:

- (A) Cover Page - HUD 1044
- (B) Grant Agreement

Instructions:

NO PROJECT FUNDS may be committed to the project or drawn down prior to environmental release of funds approval.

Locate your nearest HUD Regional Environmental Officer at

<https://www.hudexchange.info/programs/environmental-review/hud-environmental-staff-contacts/-region-i-regional-and-field-environmental-officers>.

Disclaimer: The information on this form is to be used only for purposes of recordkeeping and facilitating communication between the Recipient identified in box 7 above (which is also referred to as the "Grantee") and the U.S. Department of Housing and Urban Development ("HUD") in relation to the award identified above ("this award").

This document does NOT constitute the grant agreement for this award.

The terms and conditions for this award are as specified in the grant agreement signed by HUD and the Grantee

17. <input type="checkbox"/> Recipient is required to sign and return three (3) copies of this document to the HUD Administering Office.	18. <input checked="" type="checkbox"/> Recipient is not required to sign this document.
19. Recipient (By Name): Joan Oliva	20. HUD (By Name): Robin J. Keegan

The Lake Worth CRA, in partnership with, Adopt-a-Family, Habitat for Humanity, Neighborhood Renaissance, Housing Leadership Council, the Community Land Trust of Palm Beach and the Treasure Coast, Community Partners of South Florida and the City of Lake Worth seek to purchase available, blighted or foreclosed properties, and build, much-needed attainable housing in the CRA District.

The Lake Worth CRA has several land-banked parcels and City funding to leverage any money awarded. Some of our land-banked parcels do have private sector partners. In this case, we can help subsidize a portion of the units to make them attainable to households. This will result in mixed-use, mixed-income units that will help further stabilize the area. In other cases, we will purchase more properties and work with our non-profit partners to build or rehabilitate new attainable units. All units will be deed restricted and for-sale units will have a shared-equity agreement to give the program longevity.

The strategy we are implementing is proven successful. With the \$23M in HUD, Neighborhood Stabilization Funding, the CRA and its partners were able to bring over 400 affordable rental and home-ownership units to the City of Lake Worth since 2012. Although we won't be able to assist as many families as last time due to less funding and higher prices, we are confident we can make positive, lasting strides in making more attainable units with continued affordability.

Without a safe, secure place to live, households are vulnerable to health issues, food insecurity and lower than average educational outcomes. The median price of a home in Palm Beach County exceeds \$500K. Annual home prices have jumped 25.5% in the last three years. The renter affordability gap is just over \$1000 for low income households and over \$600 for moderate income households (Palm Beach Housing for All Plan, 2022). Currently, there is no limit in how much a landlord can increase a household's rent. Construction materials have increased over 17% just in the last year and there is little decline in sight. Without direct intervention by local City's, CRA's and both profit and non-profit partners, housing for our most vulnerable and our local workforce will disappear. Companies will no longer be able to relocate and offer jobs to our local citizens and graduating students. The lack of housing will greatly intensify the need for not only rooftops but also social services. Without a continuum of care, that includes, housing, transportation, food and health options and education, the County will suffer and the largest burden will be placed on households earning less than 120% of Area Medium Income.

This Lake Worth Attainable Housing Program will:

- Acquire much needed properties
- Rehabilitate/construct up to 50 properties to offer affordable rents
- Rehabilitate/construct up to 20 properties for to new homebuyers
- Land bank up to 10 properties for future need
- Seek to build units close to mass transit and schools
- Provide funding mechanisms for up to 30 households
- Provide deep-subsidy for up to 10 households
- Provide credit and home-buyer counseling
- Offer financial literacy classes



OFFICE OF CONGRESSWOMAN LOIS FRANKEL (FL-22)

Community Project Funding (CPF): FY24 Transportation & HUD

Return completed form and required documentation to: becca.flikier@mail.house.gov

Due Date: Tuesday, March 14, 2023

Account and Grantee Eligibility: The Subcommittee will only accept legally eligible requests under the following accounts: Transit Infrastructure Projects, Highway Infrastructure Projects, Airport Improvement Program (AIP) Projects, Port Infrastructure Development Program Projects, Consolidated Rail Infrastructure and Safety Improvement (CRISI) Projects, and Economic Development Initiative (EDI) Projects. Grantee eligibility and project requirements vary by account, please see more information below for each account.

Economic Development Initiative (EDI)

EDI Community Project Funding within the Community Development Fund account of the HUD title is intended for economic and community development activities, consistent with statutory and additional Committee requirements.

Project requests for the FY24 EDI program must be eligible under one or more of the following criteria of the Community Development Block Grant (CDBG) program: 42 U.S.C. 5305(a)(1), 5305(a)(2), 5305(a)(4), 5305(a)(5); which are as follows—but limited to—land or site acquisition, demolition or rehabilitation; blight removal; and construction and capital improvements of public facilities, except for “buildings used for the general conduct of government.” Programmatic and operational expenses are **not eligible**.

Eligible Categories:

- 5305(a)(1)** – acquisition of real property (including air rights, water rights, and other interests therein) which is
- (A) blighted, deteriorated, deteriorating, undeveloped, or inappropriately developed from the standpoint of sound community development and growth;
 - (B) appropriate for rehabilitation or conservation activities;
 - (C) appropriate for the preservation or restoration of historic sites, the beautification of urban land, the conservation of open spaces, natural resources, and scenic areas, the provision of recreational opportunities, or the guidance of urban development;
 - Please be advised that projects submitted under 5305(a)(1)(C) will be **disfavored** if the only or primary purpose of the project is “beautification” or historic preservation, without evidence of other community development or economic development benefits.
 - D. to be used for the provision of public works, facilities, and improvements eligible for assistance under this chapter;
 - E. or to be used for other public purposes

To Be Completed by Applicant:

General Information Needed from all Applicants

- Entity Requesting Funds (aka non-federal project sponsor):
Lake Worth Beach Community Redevelopment Agency (CRA)
- Primary Point of Contact (name, email, phone number, organization address):
Joan C. Oliva, joliva@lakeworthbeachfl.gov
(561) 493-2550
1121 Lucerne Avenue
Lake Worth Beach, FL 33460
- Project Priority (if non-federal sponsor is submitting more than 1 project): n/a
- Short description of the project to appear in the report:

The Lake Worth CRA, in partnership with our housing and social service partners, will continue our efforts to provide both rental and home-ownership opportunities to households making less than 120% of Area Median Income (AMI) in the District. In addition, we will partner with Adopt-a-Family to fund programs that prevent homelessness.

- Total Project Cost (including breakdown of federal/non-federal shares):
Estimated Budget

Community Project Funding Request	\$2,000,000	(Acquisition, Rehab and New Construction)
Community Project Funding Award '23	\$ 750,000	(Acquisition, Inspections, Environmental Assessment and Testing)
Local Cash Match	\$1,000,000	(Homeless Prevention, Acquisition, Rehab.
Admin. & Social Service Value	<u>\$ 200,000</u>	and New Construction)
	\$3,950,000	

- Requested Amount: \$2,000,000
- Sources of funding for the full share of the cost of the project if amount received is less than amount requested:

The CRA will still allocate at least \$1,000,000 towards providing affordable units in the District and use current administrative Staff to carry out the efforts.

- Whether the project has received Federal funding previously, and if so, the source and amount:
Yes, the CRA and partners received \$750K last year. We are currently undergoing an environmental assessment, which will speed up housing production if our application is chosen. We are extremely grateful for the award, however, with rising prices and the extreme need in the community, more funding can definitely help make a bigger difference.

- **Complete Description of Project (limit 1000 characters, including spaces):**

The Lake Worth Beach Community Redevelopment Agency (CRA), in partnership with Adopt-a-Family, the Community Land Trust of Palm Beach County and the Treasure Coast, Habitat for Humanity, Housing Leadership Counsel, Community Partners of South Florida, Neighborhood Renaissance and the City of Lake Worth Beach seek to purchase available blighted foreclosed or for-sale properties and build much needed attainable housing in the CRA District. Our main focus will be to increase home-ownership in the District although we will seek to rehabilitate and build rental units as well. The CRA has some land-banked properties to use to build affordable units for households making less than 120% of Area Medium Income. All new or rehabilitated housing will be deed restricted.

Questions for EDI Projects:

1. Project Name. Lake Worth Beach Attainable Housing and Homeless Prevention Program

2. General description of the project and why it is needed.

The medium price of a home in Palm Beach County exceeds \$500K. Home prices have jumped 25.5% in the past few years. Rents have also increased exponentially in the last few years. The renter affordability gap grew to over \$1000 for low-income families and \$600 for those making moderate (avg. 140% AMI) incomes. We cannot build our way out of the current situation. Construction materials have increased just over 17% just in the last year and there is little decline in sight as many materials continue to be difficult to obtain (Palm Beach Housing for All Plan, 2022).

Without direct intervention by local City's, CRA's and both profit and non-profit partners, housing for our most vulnerable and our local workforce will disappear. Companies will no longer be able to relocate and offer jobs to our local citizens and graduating students. The lack of housing will greatly intensify the need for not only rooftops but also social services. Without a continuum of care, that includes, housing, transportation, food and health options and education, the County will suffer and the largest burden will be placed on households earning less than 120% of Area Medium Income.

Due to high demand, many property owners are increasing rents and demanding substantial deposits. These increases put rental units out of reach for struggling families in the area. In an effort to stop households from losing their place to call home, we are adding other components to our efforts. These include Rapid-Re-Rehousing which will help local homeless families into permanent housing. In addition, funding will be put aside for Homeless Prevention, which will provide funding for families who are facing homelessness due to rising rents or a family crisis. Meanwhile, the majority of the funding will go to provide more affordable, rental units in the area and offer, for-sale housing opportunities helping to stabilize neighborhoods.

3. What are the benefits of this project and why is it a priority?

This project is a high priority, not only for the Lake Worth CRA, but for all municipalities in the region. Housing is a necessity, yet having a place to stay that is affordable has become a luxury. Housing costs are the largest single component of household expenses in the area. The remainder of a household's income go towards necessities like health-care costs, transportation and groceries.

Owning a home is the largest single asset investment held by most Americans. Housing is the key to reducing intergenerational poverty and increasing economic mobility. For renters, increasing housing costs also slow wealth building and can deplete savings. Research shows that increasing access to affordable housing is the

most cost-effective strategy for reducing childhood poverty and increasing economic mobility in the United States. A stable home allows people to invest in their social relationships, communities, health, and educational endeavors. Without that stability, families can experience stress, job loss, and even low rates of civic engagement (Florida Housing Coalition, 2023).

For younger workers and recent graduates entering the workforce, high housing costs creates a difficult decision as to whether to continue living in the Palm Beach area or move away. Over the past twenty years, Palm Beach County's housing prices have skyrocketed, insurance and the cost of living have steadily risen as well. High relative housing costs for renters and tightening first-time homeowner opportunities can hamper regional talent retention, posing a threat to its sustainability and long-term prospects for advanced regional economic development in high wage, high skill areas (Palm Beach County Housing Assessment, 2022). Without housing for essential workers and those just entering the workforce, the region becomes unsustainable. This will lead to gentrification while also slowing economic and employment growth.

4. Who are the community partners participating in this project?

Adopt-a-Family of the Palm Beaches
Community Land Trust of Palm Beach County and the Treasure Coast
City of Lake Worth Beach
Community Partners of South Florida
Habitat for Humanity of Palm Beach County
Housing Leadership Council
National Community Stabilization Trust
Neighborhood Renaissance
Private, local developers, contractors and acquisition specialists

5. Have local community development organizations with prior experience with HUD programs been consulted?

Yes, the Lake Worth CRA is a recipient of Neighborhood Stabilization Program (NSP-2) funding from the Department of Housing and Urban Development. The community partners included in this application were also sub-recipients and partners for the NSP-2 grant which was extremely successful in bringing over 400 affordable units to the City of Lake Worth.

6. Has the request been submitted to another Subcommittee or Committee this fiscal year? No

7. Is this project consistent with the primary objective of the community development program?

The purpose of a Community Redevelopment Agency is to help stabilize once neglected areas, increase homeownership and economic opportunities and to increase values in an area. Tax Increment Financing (TIF) is used to fund programs and projects that benefit the community. Although the Lake Worth CRA spent all NSP-2 funds on time and had no audit findings, there is much more work to be done.

A neighborhood that lacks affordable housing often lacks housing for the community's essential, low-income workers. Essential workers in South Florida are those who provide health care, law enforcement, teach our children and take care of our elderly. Many essential workers have long-called Lake Worth Beach home. Housing unaffordability is often why local individuals and families experience instability. Our goal with this and other funding opportunities is to prevent displacement and provide safe, clean, secure housing so the existing neighborhoods can not only become stable but also prosper.

This program is part of an overall effort, focused on both community and economic development and growth. Community development activities build stronger and more resilient communities. Activities that have been undertaken in recent years include upgrading crucial infrastructure, economic development projects, public facilities installation, housing rehabilitation, clearance/acquisition, code enforcement, and homeowner assistance. Federal support encourages systematic and sustained action taken by the CRA in the past. Simply put, the CRA, nor the City of Lake Worth can do address the need without this and other funding.

RESOLUTION 23-03

**CITY OF LAKE WORTH BEACH
COMMUNITY REDEVELOPMENT AGENCY**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF LAKE WORTH BEACH COMMUNITY REDEVELOPMENT AGENCY ("CRA") EXPRESSING THE CRA'S SUPPORT FOR THE CITY OF LAKE WORTH BEACH'S GRANT OF TWO MILLION AND 00/100 DOLLARS (\$2,000,000.00) WHICH SHALL BE UTILIZED IN CONJUNCTION WITH THE CRA'S COMMUNITY PROJECT FUNDING AWARD FROM THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ("HUD") TO BE UTILIZED BY THE CRA TO PURCHASE AVAILABLE BLIGHTED OR FORECLOSED PROPERTIES FOR THE PURPOSE OF CONSTRUCTION AFFORDABLE AND ATTAINABLE HOUSING WITHIN THE CRA'S COMMUNITY REDEVELOPMENT AREA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Lake Worth Beach Community Redevelopment Agency's ("CRA") submitted a grant application to the United States Department of Housing and Urban Development ("HUD") for Community Project Funding to support the CRA's goals and objectives to acquire blighted or foreclosed properties for the purpose of constructing affordable and attainable housing units within the CRA's Community Redevelopment Area; and

WHEREAS, the CRA's Redevelopment Plan provides for the CRA to acquire property within the CRA's Community Redevelopment Area for the purpose of improving the housing stock within the CRA's Community Redevelopment Area; and

WHEREAS, as part of the CRA's application to HUD for Community Project Funding, the City of Lake Worth Beach pledged its support in the form of a Two Million and 00/100 Dollar (\$2,000,000.00) grant to the CRA for the CRA's attainable housing program; and

WHEREAS, HUD granted the CRA's funding application in the amount of Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000.00) to support the CRA's housing acquisition and construction programs, and the CRA has entered into a Grant Agreement with HUD for the grant funds; and

WHEREAS, the CRA Board of Commissioners finds that the CRA's property acquisition program is consistent with the CRA's Community Redevelopment Plan, and is in the best interest of the CRA, the citizens and businesses located within the Community Redevelopment Area and the City of Lake Worth Beach, and expresses its support and appreciation for the City of Lake Worth's grant in support of the CRA's attainable housing program.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE COMMISSIONERS OF THE CITY OF LAKE WORTH BEACH COMMUNITY REDEVELOPMENT AGENCY AS FOLLOWS:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby incorporated herein.

Section 2. The Board of Commissioners of the City of Lake Worth Beach Community Redevelopment Agency hereby expresses its support and appreciation for the City of Lake Worth Beach's pledge of Two Million and 00/100 Dollars (\$2,000,000.00) in grant funding for the purpose of supporting the CRA's attainable housing program as provided in the Grant Agreement entered into between the CRA and the United States Department of Housing and Urban Development..

Section 3. That all resolutions inconsistent or in conflict herewith shall be and are hereby repealed insofar as there is a conflict or inconsistency.

Section 4. If any section, sentence, clause, or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction then said holding shall in no way affect the validity of the remaining portions of this Resolution.

Section 5. That the Executive Director is directed to send a copy of this Resolution to the Lake Worth Beach Mayor, City Commissioners, City Manager, and City Clerk.

Section 6. That this Resolution shall become effective upon its passage and adoption by the City of Lake Worth Beach Community Redevelopment Agency Board of Commissioners.

PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF LAKE WORTH BEACH COMMUNITY REDEVELOPMENT AGENCY ON THE 11 DAY OF July, 2023.

LAKE WORTH BEACH COMMUNITY
REDEVELOPMENT AGENCY

BY: 
BRENDAN LYNCH, CHAIR

ATTEST:


JOAN OLIVA, EXECUTIVE DIRECTOR