



AGENDA
CITY OF LAKE WORTH BEACH
REGULAR CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, DECEMBER 05, 2023 - 6:00 PM

ROLL CALL:

INVOCATION OR MOMENT OF SILENCE: led by Mayor Betty Resch

PLEDGE OF ALLEGIANCE: led by Commissioner Kimberly Stokes

AGENDA - Additions / Deletions / Reordering:

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

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. [November 7, 2023 - Regular Meeting](#)

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

A. [Resolution No. 54-2023 - Setting the ballot for the March 19, 2024 General Election](#)

B. [First Amendment to The Bohemian Parking Lease Agreement](#)

C. [Proclamation declaring December 1, 2023 as World AIDS Day](#)

PUBLIC HEARINGS:

A. [Resolution No. 49-2023 approving a Release of Easement located between the parcels associated with the Gulfstream Hotel Project](#)

UNFINISHED BUSINESS:

A. [Consideration of a Proposed Plat for the Seven \(7\) Parcels Associated with the Gulfstream Hotel Project](#)

B. [Establishment of a Temporary Easement for the Abandoned Alley Between the Historic Gulfstream Hotel and the Vacant Parcels to the West Associated With the Historic Gulfstream Hotel Project](#)

C. [Resolution No. 51-2023 – Abandoning the north 20-feet of the 9th Avenue South public right-of-way and abandoning the 10-foot alley right-of-way located between the properties at 821 South Dixie Highway and 808, 818, 824, 826 and 832 South H Street](#)

NEW BUSINESS:

- A. [Parking enforcement solutions equipment and related services agreement with IPS Group, Inc.](#)
- B. [Resolution No. 55-2023 -- Reimbursement and Travel Expense Policy Update](#)
- C. Consideration of the format for the City Manager's performance discussion brought forward by Commissioner Stokes
- D. [Agreement with the Law Firm of Ward Damon](#)

UPCOMING MEETINGS AND WORK SESSIONS:

December 19 @ 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
REGULAR CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, NOVEMBER 7, 2023 – 6:00 PM**

The meeting was called to order by Mayor Resch on the above date at 6:08 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

ROLL CALL: (0:26) Present were Mayor Betty Resch, Vice Mayor Christopher McVoy, Commissioners Sarah Malega, Kimberly Stokes and Reinaldo Diaz. Also present were City Manager Carmen Davis, City Attorney Glen Torcivia and City Clerk Melissa Ann Coyne.

INVOCATION OR MOMENT OF SILENCE: (0:43) was led by Vice Mayor Christopher McVoy.

PLEDGE OF ALLEGIANCE: (4:05) was led by Commissioner Sarah Malega.

ADDITIONS/DELETIONS/REORDERING: (4:30)

Presentation C, Quarterly CRA Update by Joan Oliva, CRA Director, was deleted from the agenda and would be heard at a future meeting. The November 21 regular city commission meeting was canceled.

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

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

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

- A. Presentation by Tiffany Cox, Lake Worth Community High School Band Director brought forward by Mayor Resch (5:14)
- B. Municipal Tree Planting Partnerships Presentation by Mark Cassini, Co-Founder/Executive Director and Josh Weiner, Engagement & Communications Director of Community Greening (11:17)
- C. (deleted) Quarterly CRA Update by Joan Oliva, CRA Director
- D. Proclamation declaring November 11-18, 2023 as National Hunger and Homelessness Awareness Week (23:26)
- E. Proclamation declaring November 13-17, 2023 as American Education Week (25:05)
- F. Proclamation declaring November 17-18, 2023 as The SMART Ride Weekend (26:42)
- G. Proclamation declaring November 20, 2023 as Transgender Day of Remembrance (33:27)

H. Proclamation declaring November 25, 2023 as Small Business Day (36:16)

COMMISSION LIAISON REPORTS AND COMMENTS: (38:21)

Action: Consensus to sign on to a brief and submit a paragraph on the impact to Spillway Park to a case by Everglades Law Center against Lake Okeechobee Water Management.

The meeting recessed at 7:26 PM and reconvened at 7:36 PM.

CITY MANAGER'S REPORT: (1:35:54)

City Manager Davis provided the following report:

- the December 9 Holiday Parade's theme would be Hollywood and Holidays
- stated that staff was aware of the public comment issues on the website and would monitor the issue
- introduced Alyssa Kirk, Electric Utility NERC Compliance Manager, to talk about the Grid Resilience grant

Alyssa Kirk spoke about the Grid Resilience Infrastructure Grant for which the City Commission had voted to apply; the City was awarded \$23,462.167 and the City would be matching the grant with bond funds.

- requested input from residents for the mobility plan survey which was on the website

CITY ATTORNEY'S REPORT: (1:47:43)

City Attorney Torcivia provided the following report:

- stated that commissioners could not give direction individually to staff; asked if the commission would give direction to bring a policy back to a future meeting

Action: Consensus for the City Attorney Torcivia and City Manager to bring back ideas and suggestions for the topics related to the issue at a future meeting.

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA: (2:11:08)

APPROVAL OF MINUTES: (2:29:38)

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

- A. October 3, 2023 - Regular meeting
- B. October 13, 2023 - Pre-agenda work session
- C. October 17, 2023 - Regular meeting

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

CONSENT AGENDA: (public comment allowed during Public Participation of Non-Agendaed items) (2:29:46)

- A. Sargassum Grant Agreement
- B. Approve the renewal of the City’s firewall hardware maintenance and subscription license renewal

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

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

PUBLIC HEARINGS:

- A. Ordinance No. 2023-19 – Second Reading - Repeal of Section 20-20 “Required Fair Written Notice of Termination of Monthly Residential Tenancy without Specific Duration” and Section 20-21 “Required Fair Written Notice of Rental Payment Increases for Residential Tenancies” (2:29:57)

City Attorney Torcivia read the ordinance by title only:

ORDINANCE 2023-19 - AN ORDINANCE OF THE CITY OF LAKE WORTH BEACH, FLORIDA, REPEALING CHAPTER 20 “CIVIL RIGHTS,” ARTICLE IV “LANDLORD TENANT NOTICE REQUIREMENTS,” SECTION 20-20 “REQUIRED FAIR WRITTEN NOTICE OF TERMINATION OF MONTHLY RESIDENTIAL TENANCY WITHOUT SPECIFIC DURATION” AND SECTION 20-21 “REQUIRED FAIR WRITTEN NOTICE OF RENTAL PAYMENT INCREASES FOR RESIDENTIAL TENANCIES” DUE TO PREEMPTION BY THE STATE OF FLORIDA; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, AN EFFECTIVE DATE, AND FOR OTHER PURPOSES

Action: Motion made by Commissioner Stokes and seconded by Vice Mayor McVoy to approve Ordinance No. 2023-19 Repeal of Section 20-20 “Required Fair Written Notice of Termination of Monthly Residential Tenancy without Specific Duration” and Section 20-21 “Required Fair Written Notice of Rental Payment Increases for Residential Tenancies”.

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

UNFINISHED BUSINESS: (2:37:31)

- A. Discussion regarding the Advisory Board Appointment Process

Action: Consensus for staff to bring back the following changes:

- for boards meeting less than monthly, the percentage of missed meetings would be for a two-year period
- extenuating circumstances related to absences would be on a case-by-case basis
- all meetings including workshops would be considered towards attendance
- the Zoom attendance policy would change to extenuating circumstances with proper notice

NEW BUSINESS:

A. Community Fireworks Display Contract with Explosive Touch Enterprises LLC for 4th of July fireworks display (3:05:15)

Action: Motion made by Commissioner Malega and seconded by Commissioner Stokes to approve the Community Fireworks Display Contract with Explosive Touch Enterprises LLC for 4th of July fireworks display.

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

B. Purchase Order with Allen Jay Fleet Services for the procurement of fleet replacement vehicles (3:07:16)

Action: Motion made by Commissioner Malega and seconded by Commissioner Stokes to approve the Purchase Order with Allen Jay Fleet Services for the procurement of fleet replacement vehicles.

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

C. Discussion of the Tree & Landscape Board's recommendation regarding the planting of trees in Bryant Park (3:07:37)

Action: Motion made by Commissioner Malega and seconded by Commissioner Stokes to approve taking \$25,000 from the Tree Canopy Restoration Fund into the Tree Fund for the purchase of trees.

Action: Motion amended by Commissioner Malega and seconded by Commissioner Stokes to approve the Tree & Landscape Board's recommendation to allocate \$25,000 from the Tree Canopy Restoration Fund and match the request with \$25,000 from other City funds to plant native shade trees in Bryant Park by the end of 2023 or as soon thereafter as possible with the location, sizes and groupings as proposed in the matching fund request from NEST.

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

Action: Motion made by Commissioner Malega and seconded by Commissioner Diaz to approve matching the \$25,000 from the Tree Canopy Restoration Fund to the Tree Fund from ARPA funds.

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

Action: Motion made by Commissioner Malega and seconded by Commissioner Stokes to extend the meeting until 11:00 PM.

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

D. Resolution No. 50-2023 – supporting the extension and continuation of the Palm Beach County one-cent sales surtax (3:42:15)

City Attorney Torcivia did not read the resolution.

RESOLUTION NO. 50-2023 – A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA, EXPRESSING SUPPORT FOR THE EXTENSION AND CONTINUATION OF THE PALM BEACH COUNTY ONE-CENT SALES SURTAX TO FUND LOCAL INFRASTRUCTURE PROJECTS THROUGH DECEMBER 31, 2036; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

Action: Motion made by Commissioner Malega and seconded by Vice Mayor McVoy to approve Resolution No. 50-2023 supporting the extension and continuation of the Palm Beach County one-cent sales surtax.

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

UPCOMING MEETINGS AND WORK SESSIONS:

November 17 @ 9 AM - pre-agenda work session
November 28 @ 6 PM - utility meeting
December 5 @ 6 PM - regular meeting

ADJOURNMENT: (3:45:54)

Action: Motion made by Commissioner Malega and seconded by Vice Mayor McVoy to adjourn the meeting at 9:54 PM.

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

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, MMC, City Clerk

Minutes approved December 5, 2023 (Item time stamps correspond to the recording on YouTube.)

STAFF REPORT REGULAR MEETING

AGENDA DATE: December 5, 2023

DEPARTMENT: City Clerk

TITLE:

Resolution No. 54-2023 - Setting the ballot for the March 19, 2024 General Election

SUMMARY:

The resolution sets the general election ballot in accordance with Article II Section 2-22 of the Code of Ordinances.

BACKGROUND AND JUSTIFICATION:

The qualifying period for candidates to file paperwork and pay fees to the City Clerk ended at noon on November 28, 2023. Resolution 54-2023 sets the general election ballot for March 19, 2024. The resolution will be submitted to the Palm Beach County Supervisor of Elections as required.

MOTION:

Move to approve/disapprove Resolution No. 54-2023 setting the ballot for the March 19, 2024 General Election.

ATTACHMENT(S):

Fiscal Impact Analysis – N/A
Resolution 54-2023 (will be provided before the meeting)

RESOLUTION NO. 54-2023 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, DIRECTING THE CITY CLERK TO PREPARE THE OFFICIAL BALLOT FOR THE CITYWIDE ELECTION TO BE HELD ON MARCH 19, 2024; PROVIDING AN EFFECTIVE DATE

WHEREAS, Article III, Section 2 of the City Charter provides for a municipal election on the second Tuesday in March of each year a general election shall be held to elect members of the City Commission with election dates affected by any countywide or statewide election held in March to coincide with the date for the countywide or statewide election; and

WHEREAS, the offices of Mayor, Commissioner District No. 1 and Commissioner District No. 3 shall be filled by election on March 19, 2024; and

WHEREAS, the ballot for said election needs to be adopted and transmitted to the Supervisor of Elections for Palm Beach County.

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

Section 1. The City Clerk is hereby directed to cause to be prepared the official ballot for use at said election, including a ballot for the use of vote by mail voters, with the names of the following candidates and offices set forth thereon:

MAYOR

Andy Amoroso
Alex Cull
William Joseph
Betty Resch

COMMISSIONER DISTRICT #1

Sarah Malega
Melvin Pinkney

COMMISSIONER DISTRICT #3

Mimi May
Kim Stokes

Section 2. The ballot for the referendum election is hereby determined to be as follows:

SHALL THE CITY OF LAKE WORTH BEACH AMEND ITS CHARTER AT SECTION 2 OF ARTICLE II TO AUTHORIZE ELECTION DISTRICTS TO BE AMENDED, BY ORDINANCE, AFTER EACH DECENNIAL CENSUS TO ENSURE THAT THE DISTRICTS COMPLY WITH APPLICABLE LAW?

YES _____

NO _____

Section 3. This resolution is to be forwarded to the Supervisor of Elections for Palm Beach County.

Section 4. This resolution shall take effect immediately upon its adoption.

The adoption of this resolution was moved by Commissioner _____ and 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 resolution duly passed and adopted on the ____ day of December, 2023.

LAKE WORTH BEACH CITY COMMISSION

By: _____
Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, MMC, City Clerk

STAFF REPORT REGULAR MEETING

AGENDA DATE: December 5, 2023

DEPARTMENT: City Attorney

TITLE:

First Amendment to The Bohemian Parking Lease Agreement

SUMMARY:

There appears to be a scrivener's error on Exhibit "E" to the garage parking lease agreement between the City and the Bohemian (1017 Lake Ave, LLC). The chart on Exhibit "E" reads "year 2" instead of "years 2-8".

The proposed First Amendment to Parking Lease Agreement would correct this error by stating that the City's annual base rent payment of \$72,000 will be due in each of years 2-8.

BACKGROUND AND JUSTIFICATION:

There appears to be a scrivener's error on Exhibit "E" to the June 24, 2020 garage parking lease agreement (attached) between the City and the Bohemian. The chart on Exhibit "E" reads "year 2" instead of "years 2-8".

The attached minutes, setting forth the amount of the City's base rent, from the Commission's February 18, 2020 meeting states, at page 5: "They are asking..."\$72,000 in years two through eight."

The Letter of Intent entered into between the parties on February 18, 2020 reflects on page 4, paragraph E(14) that the annual base rent will be "Year 2 – Year 8 = \$72,000/yr"

The proposed First Amendment to Parking Lease Agreement reflecting a payment of \$72,000 per year for years 2-8 is attached.

MOTION:

Move to approve/disapprove the First Amendment to Parking Lease Agreement

ATTACHMENT(S):

Fiscal Impact Analysis

First Amendment

Original Lease

Minutes from February 18, 2020 meeting

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Inflows/Revenues					
Appropriated (Budgeted)	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/Expenditures					
Appropriated (Budgeted)	\$72,000	0	0	0	0
Operating	0	0	0	0	0
Capital	0	0	0	0	0
Net Fiscal Impact					
<i>(If not budgeted)</i>	0	0	0	0	0
No. of Addn'l Full-Time					
Employee Positions	0	0	0	0	0

Contract Award - Existing Appropriation (Budgeted)	
	Expenditure
Department	General Fund
Division	Non-Departmental
GL Description	Other Contractual Services
GL Account Number	001-9010-519.34-20
Project Number	N/A
Requested Funds	\$72,000
Remaining Balance	\$57,804
Source of Revenue (i.e. Paygo. Current Revenue, Bond Money, Grants, etc.)	Current Revenues

FIRST AMENDMENT TO PARKING LEASE AGREEMENT

THIS FIRST AMENDMENT TO PARKING LEASE AGREEMENT (this “First Amendment”) is made and entered into as of _____, 2023 (the “Effective Date”), by and between **1017 LAKE AVE, LLC**, a Florida limited liability company (“Landlord”), and **THE CITY OF LAKE WORTH BEACH, FLORIDA**, a municipality duly constituted under Florida law (“Tenant”).

RECITALS:

A. Landlord and Tenant entered into that certain Parking Lease Agreement, dated as of June 24, 2020 (the “Lease”) pursuant to which Landlord leased to Tenant certain parking spaces within a parking garage located in Lake Worth Beach, Florida, as more particularly set forth in the Lease.

B. Landlord and Tenant intend to modify the Lease on the terms and conditions set forth in this First Amendment in order to correct a scrivener’s error set forth on the Base Rent schedule attached to the Lease.

NOW, THEREFORE, the parties hereto, in consideration of the mutual promises and covenants contained herein and in the Lease, and intending to be legally bound hereby, agree that the Lease is amended as follows:

1. Recitals. The foregoing Recitals are true and correct and are incorporated herein by this reference.

2. Base Rent Schedule. The Base Rent schedule attached to the Lease as Exhibit E is hereby deleted in its entirety and replaced with the Base Rent schedule attached hereto as Exhibit E-2 in order to correct a scrivener’s error relating to the Base Rent payable during Year(s) 2-8 of the Term (the “Corrected Base Rent Schedule”). All references to Base Rent and the Base Rent schedule set forth in the Lease shall hereinafter be deemed to refer to the Corrected Base Rent Schedule and the Base Rent set forth thereon.

3. Capitalized Terms: Conflict. All capitalized terms used in this First Amendment and not otherwise defined shall have the meanings ascribed to such terms in the Lease. In the event of any conflict between the terms and conditions of this First Amendment and those set forth in the Lease, the terms and conditions of this First Amendment shall control.

4. Authority. Each of the parties executing this First Amendment hereby represents and warrants to the other party that it has the full right, title and authority to enter into this First Amendment, without the consent, joinder or approval of any other person or entity, including, without limitation, its mortgagees, trustees, partners, members, directors or shareholders.

5. Counterparts. This First Amendment may be executed in one or more counterparts (including execution via DocuSign and/or .pdf signature), each of which together shall constitute one and the same original instrument.

6. Successors and Assigns. This First Amendment shall be binding upon the parties hereto, and their heirs, successors and assigns.

7. Ratification. Except as specifically amended hereby, all of the terms, covenants, conditions and provisions of the Lease are, and shall remain, in full force and effect and are hereby ratified and confirmed by the parties hereto.

8. Successors and Assigns. This First Amendment shall be binding upon the parties hereto, and their heirs, successors and assigns.

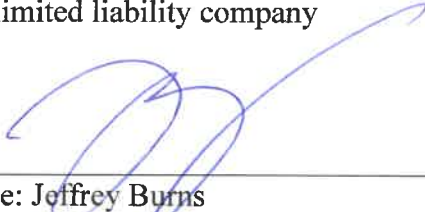
9. No Waiver. Landlord's and Tenant's execution of this First Amendment shall in no way be deemed a waiver of Landlord's or Tenant's rights or remedies under the Lease with respect to any defaults (if any) by Tenant or Landlord not specifically addressed in this First Amendment.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Landlord and Tenant have each executed and delivered this First Amendment as of the Effective Date.

LANDLORD:

1017 LAKE AVE, LLC,
a Florida limited liability company

By: 
Print Name: Jeffrey Burns
Title: Authorized Signatory
Date of Execution: 12.5.23

TENANT:

CITY OF LAKE WORTH BEACH, FLORIDA,
a municipality duly constituted under Florida law

By: _____
Print Name: Betty Resch
Title: Mayor
Date of Execution: _____

Approved for legal sufficiency:

By: _____
Glen Torcivia, City Attorney

Approved for financial sufficiency:

By: _____
Yannick Ngendahayo, Financial Services Director

ATTEST:

Melissa Ann Coyne, MMC, City Clerk

Exhibit E-2
Corrected Base Rent Schedule

Base Rent

Year of Term	Annual Base Rent
Year 1	\$2,458,958.00
Year(s) 2-8	\$72,000.00
Year(s) 9-35	\$144,000.00
First Extension Option*	\$0.00**
Second Extension Option *	\$0.00**

*If exercised by Tenant pursuant to the terms of the Lease

**Tenant shall only be obligated to pay Additional Rent during the First Extension Option and the Second Extension Option, as applicable; provided, however, Tenant shall not be obligated to pay Additional Rent in excess of \$72,000.00 per annum during either the First Extension Option or the Second Extension Option, as applicable (the "Option Additional Rent Cap"). Any amounts of Additional Rent incurred by Landlord during any year of either the First Extension Option or the Second Extension Option in excess of the Option Additional Rent Cap shall not be due and payable by Tenant under this Lease.

PARKING LEASE AGREEMENT

THIS PARKING LEASE AGREEMENT (this "Lease"), is made and entered into this 24th day of June, 2020, by and between 1017 LAKE AVE, LLC, a Florida limited liability company, ("Landlord"), and THE CITY OF LAKE WORTH BEACH, FLORIDA, a municipality duly constituted under Florida law ("Tenant").

WITNESSETH:

WHEREAS, the Landlord has a contract to purchase property generally located at 1017 Lake Avenue, located within the corporate limits of the City of Lake Worth Beach, as more particularly described by the legal description attached hereto as Exhibit A ("Property"); and

WHEREAS, the Landlord intends to construct a multifamily rental development on the Property to be comprised of approximately 200 units within one building including lobby/amenity area, swimming pool, gym, a separate parking garage of approximately 360 spaces (with 120 dedicated public parking spaces) and an independent commercial building fronting Lake Avenue with the project description, conceptual site plan and renderings attached as Exhibit B ("Project"); and

WHEREAS, the Landlord and Tenant have entered a separate Economic Development Agreement wherein the City is providing certain economic development incentives to develop the Project and which will serve adjacent properties and the public, including street improvements and stormwater improvements; and

WHEREAS, the Tenant recognizes the positive impact that the Project will bring to the City of Lake Worth Beach including the provision of additional parking facilities; and

WHEREAS, the Landlord and Tenant desire to enter this Lease in order for the additional parking facilities to not only serve the Project but to provide 120 parking spaces to the general public, as set forth below; and

WHEREAS, the Tenant as the City of Lake Worth Beach has determined and hereby finds that this Lease promotes economic development in the City and, as such, is in the best interests of the City of Lake Worth Beach and serves a valid public purpose.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the sufficient of which is acknowledged by both parties, the Landlord and Tenant covenant and agree as follows:

1. Use. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the following described parking spaces (the "Parking Spaces") to be utilized exclusively by Tenant for the Permitted Use (as defined in Section 12 below):

The one hundred twenty (120) parking spaces located on the first two (2) floors of the parking garage, in the locations designated as "Parking Spaces" on Exhibit C attached hereto and made a part hereof, to be constructed at 1017 Lake Avenue, Lake Worth Beach, Florida, which garage will consist of approximately six (6) levels and approximately three hundred sixty (360) total parking spaces (the "Parking Garage"). Tenant and the general public shall be entitled to use the Parking Spaces on a 24 hours, 7 days a week basis (the "Business Hours"). Tenant and the general public shall also have the right to utilize on a non-exclusive basis, together with any other users of the Parking

Garage, the common areas located on the first two (2) floors of the Parking Garage for their intended purposes consistent with the Permitted Use so long as such use shall not unreasonably interfere with the use of such areas by Landlord or other users of the Parking Garage. The use by Tenant and the general public of the Parking Spaces shall be subject to the terms and conditions of this Lease.

2. Term: Construction of Parking Garage.

(a) The term of this Lease (the "Term") shall be thirty-five (35) years, commencing on the date that is ten (10) days following Landlord's written notice to Tenant which demonstrates that Landlord has substantially completed (as defined below) construction of the Parking Garage (the "Commencement Date") and ending on the date that is thirty-five (35) years therefrom, subject to extension as set forth in subsection (b), below. Subject to the extensions of time authorized herein and any Force Majeure event(s), the Commencement Date shall occur on or before twenty-four (24) months from the Construction Commencement Date (as defined below).

(b) The Parking Garage shall be constructed by the Landlord in accordance with the permitted set of plans for which a building permit is issued by the appropriate governing authority, which plans shall be based upon the Parking Garage Floor Plan attached hereto as Exhibit C and the Base Building Improvements outlined on Exhibit D attached hereto. In the event of any conflict between this Lease (including Exhibit C and Exhibit D) and the permitted set of plans, the permitted set of plans shall govern and control.

(c) The term "substantially completed" shall mean and refer to satisfaction of all of the following: a temporary certificate of occupancy (or its equivalent) has been issued by the appropriate governing authority for the Parking Garage; a notice of commencement has been filed with the appropriate governing authority allowing work to begin pursuant to a building permit(s) to construct the residential rental unit portion of the Project on the northern portion of the Property containing approximately 200 apartment units with commercial space; and the improved access to the Parking Garage as part of the Project is completed.

(d) The "Effective Date" of this Lease is the date after it has been (1) fully executed by the Landlord; and (2) either signed by the City Manager or the City of Lake Worth Beach Mayor. Subject to the extensions of time authorized herein and any Force Majeure event(s), the "Construction Commencement Date" is the date that is on or before the date that is seven-hundred twenty (720) days from the Effective Date hereof. The City Manager may elect to approve any extensions of the Construction Commencement Date for a period of time up to 180 days. Any extensions of time beyond 180 days shall require the approval of the Lake Worth Beach City Commission. Notwithstanding the foregoing, in the event the Construction Commencement Date has not occurred on or before the date that is seven-hundred twenty (720) days (plus any extension granted by the City Manager or the City Commission) from the Effective Date hereof, subject to extension due to Force Majeure (as defined below), then Tenant shall have the option ("Tenant's Termination Option") to terminate this Lease upon at least thirty (30) days written notice to Landlord (such date being, the "Termination Date"), whereupon this Lease shall terminate and be deemed null, void, and of no further force or effect and Landlord and Tenant shall be thereafter released of all obligations or liabilities accruing from and after the date of termination. Notwithstanding the foregoing, in the event Tenant exercises Tenant's Termination Option and the Construction Commencement Date occurs prior to the Termination Date, then Tenant's Termination Option shall automatically terminate and be deemed null and void, and this Lease shall continue in full force and effect pursuant to the terms hereof.

(e) Provided that: (i) this Lease is in full force and effect and no Tenant Event of Default (as defined below) exists on the date of exercise beyond any applicable notice and cure period; and (ii) Tenant provides timely notice of its election in accordance on or before the date that is 180 days

prior to the expiration of the Term (as the same may be extended) (the "Extension Option Notice"), Tenant shall have the option (the "Extension Option") to extend the Term of the Lease for two (2) additional consecutive periods of thirty (30) years each (each an "Extension Term" and collectively, the "Extension Terms"), with the first Extension Term, if duly exercised by Tenant, commencing immediately upon the expiration date of the Term, and the second Extension Term, if duly exercised by Tenant, commencing immediately upon the expiration of the first Extension Term. In the event Tenant at any time fails to timely deliver the Extension Option Exercise Notice to Landlord as specified above or Tenant is otherwise not permitted to exercise the Extension Option pursuant to other terms hereof, the Extension Option shall terminate and be null and void and the Lease shall expire at the end of the Term or the first Extension Term, if duly exercised by Tenant. LANDLORD AND TENANT AGREE AND ACKNOWLEDGE THAT TIME IS OF THE ESSENCE FOR TENANT'S TIMELY EXERCISE OF THE EXTENSION OPTION. LANDLORD IS NOT OBLIGATED TO NOTIFY TENANT OF ANY UPCOMING NEED TO TIMELY EXERCISE THE EXTENSION OPTION.

3. **Base Rent.** Commencing on the Commencement Date and continuing during the Term, Tenant shall pay to Landlord base rent ("**Base Rent**") as set forth on **Exhibit E** attached hereto, plus applicable sales tax (unless exempt as stated herein). Payment shall be made in advance on an annual basis on or before each anniversary of the Commencement Date throughout the duration of the Term, without notice, demand, setoff or deduction and made payable to Landlord at the address provided in Section 6, which may change from time to time. If any payment due to Landlord is not be paid within five (5) days of the annual due date or other due date as set forth in this Lease, Tenant shall pay, in addition to the payment then due, not as a penalty but as an amount the parties each mutually agree is reasonable, an administrative charge of Five Hundred Dollars (\$500.00) per day until payment is made to the Landlord. If any payment due from Tenant shall remain overdue thirty (30) days after the due date, the payment due plus administrative charges shall bear interest at the rate of ten percent (10%) per annum. If any check given to Landlord for any payment is dishonored for any reason whatsoever not attributable to Landlord, in addition to all other remedies available to Landlord, upon demand, Tenant will reimburse Landlord for all insufficient funds, bank, or returned check fees, plus an administrative fee of Five Hundred Dollars (\$500.00). If Tenant has more than one (1) late payment in a 12-month period, Landlord may require all future payments from Tenant to be made by cashier's check from a local bank or by Federal Reserve wire transfer to Landlord's account.

4. **Additional Rent.** Unless otherwise expressly provided, all monetary obligations of Tenant to Landlord under this Lease, of any type or nature, other than Base Rent, shall be denominated as additional rent and include applicable sales tax (unless exempt) ("**Additional Rent**"). In addition to Base Rent, as set forth in Section 3, above, Tenant shall be obligated to pay, as Additional Rent, Tenant's Percentage Share (as defined in Section 5, below) of Operating Expenses (as hereinafter defined), plus applicable sales tax (unless exempt). For the purposes of this Lease, "Operating Expenses" shall mean all reasonable actual costs and expenses solely and directly attributed to and incurred by Landlord in owning, maintaining, insuring, and repairing the Parking Garage, including, without limitation, all common areas thereof after the Commencement Date, which costs and expenses shall include, but shall not be limited to, security, parking systems, cleaning, utilities, maintenance and repairs of all elements of the Parking Garage, pest control, fire safety systems, all insurance costs incurred by Landlord with respect to insurance policies maintained by Landlord with respect to the Parking Garage, management fees, license fees, maintenance, repair and operational supplies, the costs of fabricating, installing and maintaining signage, landscaping, administrative and professional costs incurred by Landlord in connection with its ownership of the Parking Garage, industry standard repair and replacement reserves in connection with any of the foregoing items and ad valorem and non-ad valorem real estate taxes, assessments and fees attributable to or otherwise applicable to the Parking Garage. In the event any surcharge or regulatory fee is at any time imposed by any governmental authority for parking spaces within the Parking Garage, Tenant shall pay Tenant's Percentage Share (as defined below) of such surcharge or regulatory fee to Landlord as Additional Rent, payable as set forth in this Section 4. Notwithstanding the foregoing, Additional Rent shall expressly exclude the costs and expenses solely and directly related to the parking

provided to the Landlord's other tenants including, but not limited to, parking meters or system, signage and safety monitoring.

5. Payment of Additional Rent: Tenant's Percentage Share. Additional Rent (together with applicable sales tax unless exempt) shall be due and payable at the same time, place, and in the same manner as Base Rent. The term "Rent" when used in this Lease shall include Base Rent and all forms of Additional Rent. For the purposes of this Lease, Tenant's Percentage Share shall be deemed to be a fraction, the numerator of which is the number of Parking Spaces (120 parking spaces), and the denominator of which shall be the total number of parking spaces within the Parking Garage (estimated to be 360 parking spaces) plus the number of parking spaces located in the area designated on Exhibit C attached hereto as "Covered Seating Area" (the "Covered Seating Area") (estimated to be 8 parking spaces) for the Landlord or other user of the Covered Seating Area (with the total estimated denominator of Parking Spaces being 368 parking spaces). Landlord anticipates that Tenant's Additional Rent obligation will be approximately \$21,000 per year during the Term. The foregoing figure is an estimate that is subject to change. Notwithstanding anything to the contrary set forth in this Lease, Tenant's Percentage Share of Additional Rent for any year of the Term shall in no event exceed fifty percent (50%) of Tenant's Base Rent obligations in any given year during the Term (the "Additional Rent Cap"). All sums equal to Tenant's Percentage Share of Additional Rent that are above the Additional Rent Cap for any given year during the Term shall not be passed through to Tenant as Additional Rent or otherwise. At least thirty (30) days prior to the Tenant's payment of the Additional Rent, Landlord shall reasonably estimate the Operating Expenses and provide the Tenant with notice of Tenant's estimated Percentage Share and, after the first year of the Term, Landlord shall provide Tenant with a reasonably detailed statement of the actual Operating Expenses for the prior year and Tenant's actual Percentage Share. An adjustment shall be made between Landlord and Tenant with payment to or repayment by Landlord, as the case may require, to the end that the Landlord shall receive the entire amount actually owed by Tenant for Tenant's Percentage Share of the Operating Expenses for the prior year. Tenant shall receive a credit for any overpayments for the year on the next payment of the Additional Rent. Any payment adjustment owed by Tenant to Landlord will be due with the next payment of the Additional Rent. Tenant waives and releases any and all objections or claims relating to the actual Operating Expenses for any calendar year unless, within thirty (30) days, after Landlord provides Tenant with the notice of the actual Operating Expenses, Tenant provides Landlord notice that it disputes the actual Operating Expenses. If Tenant disputes the actual Operating Expenses, Tenant shall continue to pay the Additional Rent in question to Landlord in the amount provided in the Operating Expenses (if a reoccurring expense) pending resolution of the dispute.

6. Notice. Any notice under the terms of this Lease shall be in writing and shall be deemed to be duly given only if delivered personally or mailed by registered mail in a postage-paid envelope or via express courier or other nationally recognized overnight delivery service and sent to the address(es) as set forth below:

If to Landlord: 1017 Lake Ave, LLC
 c/o Affiliated Development
 613 NW 3rd Ave., #104
 Ft. Lauderdale, Florida 33311
 Attention: Jeffrey Burns

With a copy to: Stearns Weaver Miller Weissler Alhadeff and Sitterson, P.A.
 150 West Flagler Street
 Suite 2200
 Miami, FL 33130
 Attention: Brian McDonough, Esq.

If to Tenant: City of Lake Worth Beach, Florida
Attn: City Manager
7 North Dixie Highway
Lake Worth Beach, Florida 33460.

With a copy to: City of Lake Worth Beach
Attn: City Attorney
7 North Dixie Highway
Lake Worth Beach, FL 33460

The address of either party may be changed upon giving at least fifteen (15) days' advance written notice of that change to the other party.

7. Landlord Rights. Unless due to an emergency, after reasonable notice to the Tenant (or no notice in the event of an emergency), Landlord shall have the right to block off any or all of the Parking Garage, including the Parking Spaces, for purposes of repair or maintenance of same. Landlord shall use commercially reasonable efforts to provide Tenant with advance notice of the foregoing if Tenant's or the general public's access to the Parking Spaces will be prevented. Tenant acknowledges and agrees that all of the Parking Spaces shall be located on the first two (2) floors of the Parking Garage, as shown in Exhibit C. Landlord shall have the unrestricted, exclusive right to utilize all designated parking spaces located within the Parking Garage other than the Parking Spaces ("Landlord's Parking Areas"). Tenant shall have no right to park within or utilize any portion of Landlord's Parking Areas. Landlord or its agents shall have the right to immediately remove, or cause to be removed, any car or vehicle of Tenant that may be parked in Landlord's Parking Areas, without any liability and without any advance notice to Tenant. Notwithstanding anything to the contrary set forth herein, Tenant hereby acknowledges and agrees that Landlord and its agents, employees, contractors, tenants, and licensees (collectively, the "Landlord Parties"), shall retain and have the unrestricted right to reasonably utilize those portions of the Parking Garage located on the first (1st) two (2) floors of the Parking Garage other than the Parking Spaces (collectively, the "Access Areas") for the purpose of vehicular and pedestrian ingress and egress to and from Landlord's Parking Areas. The Access Areas shall not include any area of the Parking Spaces. Tenant acknowledges and agrees that the foregoing right of the Landlord and Landlord Parties to reasonably utilize the Access Areas shall be irrevocable and remain in full force and effect throughout the duration of the Term (as the same may be extended) and Tenant shall have no right to claim constructive eviction or any other legal remedy, or otherwise offset or abate Rent by virtue of the Landlord Parties' reasonable utilization of the Access Areas, notwithstanding the fact that such Access Areas may be located in close proximity to the Parking Spaces. Except as provided herein, Landlord and Landlord Parties shall have no right to park within the Parking Spaces or otherwise use the Parking Spaces unless payment of the parking fees are made at the same rate as the general public utilizing the Tenant's Parking Spaces. Failure of Landlord and Landlord Parties to pay the parking fees when using the Parking Spaces for parking or other purposes will result in Landlord or Landlord Parties being subject to Tenant enforcement action to the same extent such enforcement action is taken with regard to the general public that fails to pay the parking fees. All Landlord's or Landlord's Parties' personal property placed or moved in the Parking Garage including the Parking Spaces shall be at the Landlord's and Landlord's Parties' risk. Tenant shall not be liable for any damage to Landlord's or Landlord's Parties' personal property, or any other person's personal property, including lost or stolen items, occurring in, on or at the Parking Garage, including the Parking Spaces, or any part thereof, except to the extent caused by the Tenant's negligence.

8. Landlord Covenants and Obligations. Landlord covenants that: a) prior to the Commencement Date, it will have fee title in the land of which the Project and Parking Garage will be constructed; and b) upon performing all of its obligations hereunder, Tenant and general public shall have access to the Parking Spaces and Access Areas for the Term (including any extension thereof) of this, subject, nevertheless, to the terms and conditions of this Lease.

Except as specifically required herein of the Tenant with regards to the Parking Spaces, Landlord shall operate, manage, equip, light, repair and maintain the Parking Garage, Parking Spaces and Access Areas and all facilities and fixtures, including without limitation roof, walls, ramps, electrical installations, elevators, fire and related alarms, lighting, landscaping, and doors in good working condition and repair necessary for their intended purposes in a manner comparable to other similar parking garages in Palm Beach County, Florida. The foregoing shall also include the Landlord providing janitorial services, waste and recycling removal, and pest control services throughout the Parking Garage, which service costs shall be included in the Operating Expenses. If a repair is needed within the Parking Garage, Tenant shall notify the Landlord in writing of the need for the repair. If such repair identified by Tenant is applicable solely to the condition of the Parking Spaces or the Access Areas utilized for ingress and egress to the Parking Spaces or materially and adversely affects the Parking Spaces or the Access Areas utilized for ingress and egress to the Parking Spaces, and Landlord fails to timely make such repair after receipt of notice and a period of thirty (30) days to make such repair, unless the repair is an emergency, and Landlord shall have twenty-four hours to make the repair (provided that Landlord shall have such longer period to complete such repair in the event Landlord has commence making such repair within the foregoing 30-day or twenty-four hour period and is diligently pursuing such repair to completion), the Tenant may make the repair and the actual, reasonable, and verifiable cost of such repair shall be borne by the Landlord. Landlord shall pay Tenant for the actual, reasonable and verifiable out-of-pocket cost of such repair within thirty (30) days of receipt of the Tenant's written notice of the amount due, which notification shall be accompanied by reasonably supporting invoices. If Landlord is required to make repairs proximately caused by the Tenant, then Landlord shall provide the Tenant with written notice of the need for the repair. If the Tenant fails to timely make the repair after receipt of notice and a period of thirty (30) days to make such repair, unless the repair is an emergency, and Tenant shall have twenty-four hours to make the repair (provided that Tenant shall have such longer period to complete such repair in the event Tenant has commence making such repair within the foregoing 30-day or twenty-four hour period and is diligently pursuing such repair to completion), the reasonable cost of such repairs shall be borne by Tenant. Tenant shall pay Landlord for the actual, reasonable, and verifiable cost of such repairs within thirty (30) days of receipt of Landlord's notification of the amount due, which written notice of the amount due shall be accompanied by reasonably supporting invoices.

If Landlord desires to materially restrict the size, location, nature or use of the Access Areas as those Access Areas exist at the Commencement Date and are used by the Tenant or Tenant Parties, Landlord shall obtain Tenant's written consent to such restriction prior to accomplishing the same, which consent shall not be unreasonably withheld, delayed or conditioned.

Landlord shall be responsible for paying all utilities at the Parking Garage as of the Commencement Date including without limitation water, sewer, stormwater, gas, solid waste and electricity for the Parking Garage, to the extent such utilities serve the Parking Garage, with Tenant paying Tenant's Percentage Share of the utilities as Additional Rent when due. Tenant shall be responsible for paying all utilities exclusively necessary or separately metered for the Parking Spaces and management of the same (e.g., Tenant shall be responsible to install and pay for any electrical charges for parking meters it installs for the Parking Spaces). Tenant agrees that it shall not install any equipment which will exceed or overload the capacity of any Landlord utility facilities and that if any equipment installed by Tenant shall require additional utility facilities, the same shall be installed at Tenant's expense in accordance with plans and specifications to be approved in writing by Landlord, which approval shall not be unreasonably withheld, delayed or conditioned.

Landlord's Parking Area shall be used exclusively for the Landlord's tenants in the Project. Landlord will refer all others in need of parking in the Parking Garage to the Tenant.

9. Landlord's Liability. All Tenant's personal property placed or moved in the Parking Garage shall be at the Tenant's risk or the owner's risk thereof. Landlord shall not be liable for any damage to Tenant's personal property, or any other person's personal property, including lost or stolen items,

occurring in, on or at the Parking Garage, including the Parking Spaces, or any part thereof, except to the extent caused by either: (i) the Landlord's willful intent or grossly negligent acts or omissions; or (ii) any act or omission of Landlord or any Landlord Parties that is covered under Landlord's insurance policies maintained by Landlord with respect to the Parking Garage for which Tenant contributes Tenant's Proportionate Share, but only to the extent such damage is covered by any insurance proceeds therefrom.

10. Sovereign Immunity. Nothing in this Lease shall be construed as a waiver of the Tenant's right to sovereign immunity nor as consent by the Tenant to be sued by a third party.

11. Insurance. Tenant shall, at its cost, procure and maintain and keep in force at all times thereafter during the Term the following insurance with respect to the Parking Spaces: (a) Commercial General Liability Insurance with contractual liability coverage for the Parking Spaces a single limit of \$1,000,000 per occurrence; (b) Workmen's Compensation and Employer's Liability Insurance in the amounts required by the laws of the State of Florida; (c) automobile liability insurance covering any owned, non-owned, leased, rented or borrowed vehicles of Tenant with limits no less than \$1,000,000 combined single limit for property damage and bodily injury; and (d) such other insurance as Landlord or any mortgagee may reasonably require and which is permitted by law. Prior to the Commencement Date, Tenant shall deliver to Landlord copies of the aforementioned policies. Landlord shall maintain for the Term of this Lease (and any extension thereof) such insurance as is reasonably necessary and consistent with the insurance coverage provided by the owners of similar parking garages in Palm Beach County, Florida, to provide coverage for the Landlord's operation and management of the Parking Garage and obligations as stated herein.

12. Events of Default. Each of the following shall be an "Event of Default" under this Lease: (a) Tenant fails to make any payment of Rent when due; (b) Tenant fails to cure Tenant's breach of any provision of this Lease, other than the obligation to pay Rent, within thirty (30) days after notice thereof to Tenant; (c) Tenant becomes bankrupt or insolvent or makes an assignment for the benefit of creditors or takes the benefit of any insolvency act, or if any debtor proceedings be taken by or against Tenant which is not otherwise dismissed within thirty (30) days of its filing; (d) Tenant transfers or assigns this Lease or subleases any of the Parking Spaces in violation of this Lease; (e) Tenant violates any of the Rules set forth in Section 20, as the same may be amended or modified from time to time, and thereafter fails to cure such violation within thirty (30) days after receipt Landlord's notice thereof; or (f) Tenant uses the Parking Spaces and/or the Parking Garage for any reason other than the Permitted Use (as defined in Section 12, below) and Tenant fails to cease such use within thirty (30) days receipt of Landlord's notice thereof. Notwithstanding anything to the contrary, in the event any Event of Default necessitates emergency action as reasonably determined by Landlord, then the foregoing 30-day time period shall not apply and Landlord shall have the option (but not the obligation) to immediately cure such Event of Default.

Each of the following shall be an "Event of Default" under this Lease: (a) Landlord fails to observe or perform any term, covenant, or condition of this Lease on the Landlord's part to be observed or performed, and the Landlord fails to remedy the same within thirty (30) days after notice from Tenant.

If the Tenant's or Landlord's Event the Default is of such a nature that it cannot be reasonably cured within the foregoing thirty (30) day period, the defaulting party shall be entitled to a reasonable period of time under the circumstances in which to cure said default, provided that the defaulting party diligently commences such cure within the foregoing 30-day period and thereafter proceeds with the curing of the default.

13. Remedies. Upon an Event of Default by Tenant which is not timely cured within the timeframes set forth above, in addition to all remedies provided by law, Landlord may accelerate and declare the Base Rent for the remainder of the Term which sum shall be forthwith due and immediately payable by Tenant upon written notice from Landlord. If Tenant fails to pay Base Rent for the next annual

period within three (3) business days after receipt of notice from the Landlord, Landlord may institute a distress for rent action and seek a distress writ under Sections 83.11 through 83.19, Florida Statutes. Upon an Event of Default by Tenant which is not timely cured within the timeframes set forth above, in addition to all remedies provided by law, Landlord may, but shall have no obligation to, perform the obligations of Tenant, and if Landlord, in doing so, makes any expenditures or incurs any obligation for the payment of money, including reasonable attorneys' fees, the reasonable verifiable out-of-pocket sums so paid or obligations incurred shall be paid by Tenant to Landlord within thirty (30) days of rendition of a bill or statement to Tenant therefor together with reasonable supporting documentation). Upon an Event of Default by Landlord which Event of Default is not timely cured within the timeframes set forth above (or as provided in Section 8 above for repairs), in addition to all remedies provided by law, Tenant at its option, may cure such Event of Default, and if Tenant, in doing so, makes any expenditures or incurs any obligation for the payment of money, including reasonable attorneys' fees, the reasonable verifiable out-of-pocket sums so paid or obligations incurred shall be paid by Landlord to Tenant within thirty (30) days of rendition of a bill or statement to Landlord therefor (together with reasonable supporting documentation). Notwithstanding anything to the contrary set forth above, all rights and remedies of Landlord and Tenant under this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity.

14. Permitted Use. Tenant may use the Parking Spaces only for the parking of cars, motorcycles and other ordinary passenger vehicles (including pick-up trucks, vans and sport utility vehicles) by members of the general public and the City of Lake Worth Beach and Tenant may charge the general public for said parking (the "Permitted Use"). The Permitted Use shall also include Tenant's right to temporarily park its vehicles in the Parking Garage during a Hurricane warning or Hurricane at Tenant's risk without any expense or liability to Landlord for any damage to the Tenant's vehicles due to or rising from the Hurricane Warning or Hurricane and subject to the terms and conditions of this Lease. Notwithstanding the foregoing, in no event shall Tenant cause or permit the City of Lake Worth Beach to park any vehicles owned or maintained by the City of Lake Worth Beach within the Parking Garage which are used in connection with the City of Lake Worth Beach's transportation or storage of any Hazardous Materials (as defined below). In no event shall Tenant use or promote the use of the Parking Spaces for any use or purpose other than the Permitted Use. Along with the use of the Parking Spaces, subject to the terms and conditions of this Lease and the reasonable rules and regulations promulgated by Landlord, Landlord hereby grants Tenants and its agents, employees, contractors, guests, tenants, licensees, invitees, and customers (collectively, the "Tenant Parties"), at no cost or expense to any of the foregoing parties, the non-exclusive right to utilize the Access Areas. Landlord acknowledges and agrees that the foregoing right of the Tenant and Tenant Parties to reasonably utilize the Access Areas shall remain in full force and effect throughout the duration of the Term (as the same may be extended). Tenant represents and warrants to Landlord that throughout the duration of the Term of this Lease, Tenant shall: (i) use its commercially reasonable efforts and good faith to monitor and control the Parking Spaces to ensure that the Parking Spaces are being utilized solely for the Permitted Use; (ii) not interfere with or diminish the use of the Parking Garage by the Landlord or any Landlord Parties or others properly utilizing the Parking Garage; (iii) take commercially reasonable measures to prohibit littering, loitering, any unauthorized signage/postings, loud music, unauthorized sale of goods, unauthorized disposing of food or garbage, and unauthorized storage of any vehicle or personal property (other than may be approved by Landlord in writing) within the Parking Spaces or Access Areas, and (iv) adopt and implement enforcement measures in furtherance of the foregoing, consistent with the terms and conditions of this Lease; provided that, the Tenant shall not have and shall not be required to have any person on site to comply with the foregoing. For the purposes of this Section 14, "Hazardous Materials" shall mean any petroleum, petroleum products, petroleum-derived substances, radioactive materials, hazardous wastes, polychlorinated biphenyls, lead based paint, radon, urea formaldehyde, mold, asbestos or any materials containing asbestos, and any materials or substances regulated or defined as or included in the definition of "hazardous substances," "hazardous materials," "hazardous constituents," "toxic substances," "pollutants," "contaminants" or any similar denomination intended to classify or regulate substances by reason of toxicity, carcinogenicity, ignitability, corrosivity or reactivity under any

applicable legal requirements relating to the injury to, or the pollution or protection of human health and safety or the “environment” (which term shall mean any surface or subsurface physical medium or natural resource, including, air, land, soil, surface waters, ground waters, stream and river sediments, and biota).

15. Liens. The interest of Landlord in the Parking Spaces and the Parking Garage shall not be subject in any way to any liens for any work, materials, improvements or alterations to the extent such work, materials, improvements or alterations are furnished or made by or on behalf of Tenant. This exculpation is made with express reference to Section 713.10, Florida Statutes. If any lien is filed against the Parking Spaces or the Parking Garage for work, materials, improvements or alterations claimed to have been furnished to, or made by Tenant, Tenant shall cause such lien to be discharged of record or properly transferred to a bond under Section 713.24, Florida Statutes, within twenty (20) days after notice to Tenant. The foregoing shall not apply to work, materials, improvements or alterations required to be furnished, made by, or on behalf of the Tenant by the Landlord under the terms of this Lease.

16. Subordination. Tenant agrees to reasonably negotiate and execute a subordination, non-disturbance and attornment agreement with Landlord’s first mortgage lender within twenty (20) days of Landlord’s written request of the same. The Tenant’s City Manager is authorized to execute such agreement in consultation with the Tenant’s attorney. Prior to the Commencement Date, the Tenant agrees to review any reasonable request of the Landlord’s first mortgage lender to alter a provision herein and, in consultation with the Tenant’s attorney, the Tenant’s City Manager may agree to alter such provision if in the Tenant’s City Manager’s reasonable opinion the alteration does not materially and adversely affect the Tenant.

17. Assignment/Sublet. Tenant shall not assign this Lease or license or sublet all or any portion of the Parking Spaces without the prior written consent of Landlord, which consent may be granted or denied in Landlord’s sole and absolute discretion. Notwithstanding the foregoing, subject to the terms and conditions of this Lease, Tenant shall have the right, without Landlord’s prior written consent, to sell individual daily, weekly, or monthly parking passes to the general public for the use of the Parking Spaces for use consistent with the Permitted Use set forth in this Lease (each a “Parking Pass”). Each Parking Pass and all rights of the parties thereunder shall be subject to and subordinate to this Lease. Upon request from Landlord, Tenant shall promptly provide a list of any and all holders of any Parking Pass and the effective period of such Parking Pass.

18. Alterations.

(a) By Landlord. Landlord may modify, alter or change the Parking Garage, except for the Parking Spaces, in any manner or in any fashion as deemed advisable by Landlord, in its sole discretion; provided such modification, alterations or change does not materially and adversely impact the Tenant’s access to and/or use of the Parking Spaces or non-exclusive use of the Access Areas. Landlord may place parking identification signs or such other signage as deemed advisable by Landlord, in its sole discretion. All alterations by Landlord must comply with applicable law, Florida Building Code and the City of Lake Worth Beach Code of Ordinances (including its Land Development Regulations).

(b) By Tenant. Tenant shall not make any improvements, modifications or alterations to the Parking Spaces or the Parking Garage, whether temporary or permanent, without the prior written consent of Landlord, which consent may be granted or denied in Landlord’s sole and absolute discretion. Notwithstanding the foregoing, subject to the express terms and conditions set forth below, Tenant shall, at Tenant’s sole cost and expense, install certain removable fixtures, such as parking meters, electronic vehicle charging stations, safety monitoring equipment, and signage within the Parking Spaces as deemed reasonably necessary for Tenant’s operation of the Parking Spaces or other signage in the Access Areas in compliance with applicable law and approved by Landlord in writing, which approval shall not be unreasonably delayed (the “Permitted Alterations”). Landlord may withhold its approval to any Permitted Alterations in the event that Landlord reasonably determines that the proposed Permitted Alteration:

(i) may impede or otherwise impair Landlord's operation of the Parking Garage or diminish the value of the Parking Garage; (ii) may not be easily removed or may otherwise cause damage or defacement to the Parking Garage upon installation, operation, or removal; (iii) may increase Landlord's liability or insurance premiums for the Parking Garage; (iv) is otherwise inconsistent with the standards for other similarly situated or comparable parking garages in Palm Beach County, Florida; (v) includes a structural alteration; (vi) includes an exterior change outside the Parking Spaces and Access Areas or change to the exterior of the Parking Garage (except for exterior signage indicating public parking at the Parking Garage in compliance with applicable law and approved by Landlord in writing, which approval shall not be unreasonably withheld or delayed); or (vii) is not in compliance with applicable law. Prior to Tenant's commencement of the installation of any Permitted Alterations, Tenant shall provide Landlord with: (i) plans, specifications, and proposed renderings of the Permitted Alterations; and (ii) Tenant's proposed contractor to be engaged in connection with the installation of the Permitted Alterations. Tenant's plans, specifications, renderings, and proposed contractor shall be subject to Landlord's prior review and approval consistent with the foregoing. All improvements, modifications or alterations by or on behalf of Tenant (including Permitted Alterations) shall be fully coordinated with Landlord and all such improvements, modifications or alterations shall be done in a good and workmanlike manner, lien free, and in accordance with applicable law. Any damage to any part of the Project that occurs as a result of any improvements, modifications or alterations by or on behalf of Tenant shall be promptly repaired by Tenant to the reasonable satisfaction of Landlord. In all events, prior to the commencement of the installation of any Permitted Alterations or other permitted improvements, modifications, or alterations by or on behalf of Tenant, Tenant's contractor shall provide Landlord with a copy of its insurance policy which shall meet the criteria set forth in Section 9, above, and which shall name Landlord and Landlord's mortgagee as additional insureds and shall be evidenced by endorsement. Tenant, at Tenant's option, shall have the right to remove any and all Permitted Alterations or other permitted alterations, modifications, or improvements made by or on behalf of Tenant and replace same with similar quality, purpose and functionality. Notwithstanding the foregoing, at the time that any Event of Default exists (after the expiration of all applicable cure periods), Tenant shall not be permitted to remove any such Permitted Alterations or other permitted alterations, modifications or improvements unless Landlord requires removal thereof. In the event Tenant is entitled or required to remove such Permitted Alterations or other alterations, modifications or improvements, then prior to the expiration or earlier termination of the Term (or as may be extended), Tenant, at Tenant's sole cost and expense, shall remove, or cause to be removed, each of the Permitted Alterations or other alterations, improvements or modifications, and repair, or cause to be repaired, all damage resulting therefrom with reasonable wear and tear excepted. Tenant shall cause all Permitted Alterations, as applicable, to be separately metered at Tenant's sole cost and expense, and Tenant shall pay directly to the utility provider all amounts due and payable in connection with the use and installation of such Permitted Alterations, including, without limitation, usage fees, tap-in fees, and meter installation costs. All alterations by Tenant must comply with Florida Building Code and the City of Lake Worth Beach Code of Ordinances (including its Land Development Regulations).

19. Holdover Rent. Without limiting Landlord rights and remedies, if Tenant holds over in possession of the Parking Spaces beyond the end of the Term (or as may be extended) during the holdover period then Rent will be pro-rated to a monthly amount and doubled the amount of the Rent due and payable for the last month of the Term. In addition, Tenant shall be liable to Landlord for all damages in the event Tenant holds over beyond the expiration of the Term that Landlord may suffer by reason of any holding over by Tenant.

20. Waiver of Jury Trial. THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTERCLAIMS BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER IN CONNECTION WITH OR ARISING FROM THIS LEASE.

21. Broker. The parties each represent and warrant to the other that no real estate broker, salesman, finder or agent was involved in the procurement or negotiation of this Lease.

22. Prevailing Party. The prevailing party shall be entitled to collect from the non-prevailing party all reasonable attorneys' fees and expenses, incurred by such prevailing party in the interpretation and enforcement of any provision of this Lease, the collection of any sums due to said prevailing party under this Lease, and/or in any action brought by the prevailing party hereunder. Such costs shall be reimbursed regardless of whether litigation is commenced.

23. Rules and Regulations. Tenant shall at all times abide by any rules and regulations ("Rules") for use of the Parking Garage, including the Parking Spaces, that Landlord or Landlord's garage operator reasonably establishes from time to time, and otherwise agrees to use the Parking Garage and the Parking Spaces in a safe and lawful manner that does not interfere with or diminish the Parking Garage by Landlord's other tenants. Landlord reserves the right to adopt, modify and enforce the Rules governing the use of the Parking Garage, including the Parking Spaces, from time to time including any key-card, sticker or other identification or entrance system; provided that, such adoption, modification, and enforcement does not materially and adversely affect Tenant's and the general public's access to the Parking Spaces and Access Areas or materially increase Tenant's Percentage Share unless such modification is required by an applicable law. If the Rules are reasonably posted at the Parking Garage, Landlord may refuse to permit any person who violates such Rules to park in the Parking Garage, including the Parking Spaces, and any violation of the Rules shall subject the car to removal from the Parking Garage and the Parking Spaces. If Tenant violates any of the Rules and such violation continues for or is not cured within five (5) days following notice from Landlord then, in addition to all other rights and remedies available to Landlord at law, in equity, and under this Lease, Landlord shall have the right to remove from the Parking Garage, including the Parking Spaces, any vehicles hereunder which shall have been involved or shall have been owned or driven by parties involved in causing such violation, without liability for any damages caused to such vehicle in connection with such removal.

24. Casualty and Condemnation. If, during the Term (as the same may be extended), the Parking Garage or any portion thereof, including, but not limited to, the Parking Spaces, shall be condemned, taken by eminent domain, materially damaged or destroyed by fire or other casualty, then Landlord shall have the option to terminate this Agreement upon written notice to Tenant whereupon this Lease shall immediately terminate and be deemed of no further force and effect and Landlord and Tenant shall be released of all obligations and liabilities arising after such termination (except for such obligations and liabilities expressly identified herein as surviving the termination of this Lease); provided that, if this Lease is terminated under this provision, all Rent paid in advance by Tenant applicable to the period of the Term after the termination of the Lease shall be refunded upon a pro-rata basis based on the date of termination. In the event Landlord does not exercise the foregoing termination option, then Landlord shall forthwith commence to restore the Parking Garage, including the Parking Spaces, to as near condition as commercially reasonable to that which existed immediately prior to the casualty or condemnation event; provided, however, Landlord shall only be obligated to restore the Parking Garage to the extent that Landlord actually receives insurance proceeds or condemnation awards sufficient to enable such restoration. If Landlord: (i) fails to restore the Parking Garage within one hundred eighty (180) days after the occurrence of such casualty; and (ii) Tenant's access to and use of the Parking Spaces is materially and adversely impacted, then Tenant shall have the right to terminate this Lease upon thirty (30) days' notice to Landlord; provided that, if this Lease is terminated under this provision, all Rent paid in advance by Tenant applicable to the period of the Term after the termination of the Lease shall be refunded upon a pro-rata basis based on the date of termination. In the event that Tenant is unable to use the Parking Spaces, in whole or partially, during such 180-day restoration period (or such shorter period that it takes Landlord to restore the Parking Garage and the Parking Spaces as required in this Lease), then Tenant's payment of Base Rent during such time period shall be abated or equitably reduced by the number of Parking Spaces not able to be used; provided, however, in no event shall Tenant be entitled to any reduction or abatement of Base Rent in the event that such casualty or other damage is proximately

caused by Tenant or any Tenant Parties. Except as set forth above regarding the reduction or abatement of Base Rent, Landlord shall not be liable to Tenant for any inconvenience, loss, or damage suffered or incurred by such party by reason of any such condemnation, damage or destruction or the repair and restoration of the Parking Garage or any portion thereof by reason of such condemnation, damage or destruction. Notwithstanding anything in this Lease to the contrary, if any portion of the Parking Garage (including any fixtures, equipment and personal property therein) or any Parking Space is damaged or destroyed due to any act or omission of Tenant, Tenant shall be solely responsible for all costs and expenses of restoration, repair and replacement of any damaged or destroyed property, and shall pay such costs and expenses upon demand. Notwithstanding anything in this Lease to the contrary, if any portion of the Parking Spaces (including any fixtures, equipment and personal property therein) are damaged or destroyed due to any act or omission of Landlord or any Landlord Parties, Landlord shall be solely responsible for all costs and expenses of restoration, repair and replacement of any damaged or destroyed property, and shall pay such costs and expenses upon demand.

25. **Binding Effect.** This Lease is binding on the parties and their heirs, legal representatives, successors and permitted assigns, subject to the limitations set forth herein.

26. **Recitals.** The Recitals at the beginning of this Lease are incorporated herein as true and correct statements and binding on the parties.

27. **No Recording.** Neither this Lease nor a memorandum thereof or similar document may be recorded in the public records and any attempt to do so shall be of no effect whatsoever and may be terminated of record by an instrument executed solely by Landlord, or its successors or assigns.

28. **Sales Tax Exemption.** Notwithstanding anything to the contrary set forth in this Lease, so long as Tenant obtains and provides a true, correct, and complete copy of a sales tax exemption certificate, issued by the Florida Department of Revenue to Landlord contemporaneously with Tenant's execution and delivery of this Lease, Tenant shall be exempted from paying sales tax under this Lease. Tenant shall, not later than thirty (30) days before the end of each calendar year throughout the Term provide to Landlord an updated sales tax exemption certificate from the Florida Department of Revenue to establish Tenant's exemption from sales tax for the upcoming year. In the event that, at any time during the Term, Tenant no longer holds a valid sales tax exemption certificate from the Florida Department of Revenue or it is determined by the Florida Department of Revenue that sales tax is otherwise due on the amounts payable by Tenant under this Lease for any reason whatsoever, then Tenant shall be liable for all sales taxes due under this Lease and shall promptly remit same to Landlord. Tenant may, upon written notice to Landlord, request that Landlord contest any such taxes, assessments and other charges that Tenant reasonably determines, in its good faith judgment, are not appropriate or applicable Landlord may elect, but shall not be obligated, to accept any request by Tenant to contest such taxes, assessments and/or other charges. In the event Landlord elects to accept Tenant's request, Tenant shall reimburse Landlord for all actual costs and expenses incurred by Landlord in connection with contesting such taxes, assessments and/or other charges on Tenant's behalf (including, without limitation, reasonable attorneys' fees) within thirty (30) days of Landlord's written demand therefor. Notwithstanding any pending tax or assessment contest, Tenant shall be obligated to pay, when and as due under this Lease, all taxes, assessments or other charges so contested. Tenant's obligation to pay any taxes, assessments and/or other charges under this Lease shall not be contingent upon the resolution of any such tax contest. Landlord shall provide the Tenant with a credit for all taxes, assessments and other charges which are awarded to Landlord in such tax contest to the extent applicable to Tenant's Percentage Share.

29. **Entire Agreement and Severability.** This Lease contains the entire agreement between the parties hereto regarding the Parking Garage and all previous negotiations leading thereto, and it may be modified only by an agreement in writing signed by Landlord and Tenant. This Lease shall be governed by and construed in accordance with the internal laws of the State of Florida. Venue for any action arising out of, or in any way connected with this Lease shall be Palm Beach County, Florida. If

any term or provision of this Lease or application thereof to any person or circumstance shall, to any extent, be found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term or provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

30. **Force Majeure.** If by reason of Force Majeure, it is impossible for the Landlord or Tenant in whole or in part, despite commercially reasonable efforts, to carry out any of its obligations contained herein (except for the payment of monies or Rent), the Landlord or Tenant shall not be deemed in breach of its obligations during the continuance of such Force Majeure event. Such Force Majeure event does not affect any obligations of the Landlord or Tenant other than the timing of performance of such obligations. The term "Force Majeure" as used herein means any of the following events or conditions or any combination thereof: acts of God, acts of the public enemy, riot, insurrection, war, act of terrorism, pestilence, archaeological excavations required by law, unavailability of materials, epidemics (including, without limitation, cases of illness or condition, communicable or non-communicable, caused by bioterrorism, pandemic influenza, or novel and highly infectious viruses, agents or biological toxins), epidemics, pandemics (such as COVID-19 and variations thereof), disease, quarantine restrictions, freight embargoes, fire or other casualty, lightning, hurricanes, earthquakes, tornadoes, floods, abnormal and highly unusual inclement weather (as indicated by the records of the local weather bureau for a five-year period preceding the Effective Date), strikes or labor disturbances, restoration in connection with any of the foregoing or any other cause beyond the reasonable control of the party performing the obligation in question, including, without limitation, such causes as may arise from the act of the other party to this Lease; or acts, or failure to act, of any governmental authority. Landlord and Tenant shall provide the other, as applicable, with written notice of any Force Majeure event within ten (10) days of the event occurring or the date that Landlord or Tenant, as applicable, determines the impact of such Force Majeure event, whichever date is later. Failure to properly notice Tenant or Landlord, as applicable, will result in the Landlord's or Tenant's waiver of the Force Majeure event as cause for delay in the Landlord's or Tenant's performance, as applicable, of its obligations herein until written notice is provided to the Tenant or Landlord, as applicable.

31. **Budget and Appropriation of Rent.** Based upon the timeframes set forth in this Lease, the Tenant agrees to propose in each applicable fiscal year budget an amount to cover the Tenant's Rent obligations as stated herein commencing with the Fiscal Year 2021-2022 budget; however, the Tenant's funding obligations as stated herein are all subject to the Tenant's annual budgeting and appropriation process. The Landlord understands and agrees that the Tenant's funding obligations hereunder are payable exclusively from duly appropriated or otherwise legally available funds and shall not be construed to be debt, liability or obligation within the meaning of any applicable constitutional or statutory limitation or requirement. Neither the Tenant nor the State of Florida nor any political subdivision or agency thereof has pledged any of its full faith and credit or its taxing power to make any payments under this Lease. The foregoing shall in no way affect the Landlord's remedies in the event the Tenant shall not pay Rent when due.

32. **Radon.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from Palm Beach County's public health unit.

33. **Non-Discrimination.** The parties agree that no person shall, on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, sexual orientation, or gender identity

or expression, be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Lease.

34. Construction. No party shall be considered the author of this Lease since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final agreement. Thus, the terms of this Lease shall not be strictly construed against one party as opposed to the other party based upon who drafted it.

35. Exhibits. Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Lease by reference.

36. Public Entity Crimes. As provided in section 287.133, Florida Statutes, by entering into this Lease or performing any of its obligations and tasks in furtherance hereof, Landlord 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 section 287.133 (3)(a), Florida Statutes.

37. Palm Beach County Inspector General. Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed Tenant contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Tenant and its agents in order to ensure compliance with Lease requirements and detect corruption and fraud. Failure to cooperate to the extent required by applicable law with the reasonable requests of the Inspector General or intentionally interfering with or impeding any investigation may result in sanctions or penalties as set forth in the Palm Beach County Code.

38. Exclusion of Third Party Beneficiaries. No provision of this Lease 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 Lease, including but not limited to any citizens, residents or employees of the Landlord or Tenant.

39. Counterparts. This Lease shall be executed in counterparts, each of which shall be deemed to be an original, and such counterparts will constitute one and the same instrument.

40. Time of Essence. Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

41. Compliance. Each of the parties agrees to perform its responsibilities under this Lease in conformance with all applicable laws, regulations and administrative instructions that relate to the parties' performance of this Lease. Landlord shall at all times have the proper business licenses required of the City of Lake Worth Beach for the operation and leasing of the Parking Garage. Tenant warrants and covenants to Landlord that it shall not perform any act (or refrain from performing any act) within the Parking Garage that would jeopardize, rescind, or invalidate the validity of the applicable business licenses required for the operation and leasing of the Parking Garage. In furtherance of the foregoing, Tenant agrees that it shall promptly cooperate, assist and act in good faith with Landlord in order to facilitate Landlord's obtaining and maintaining all required business licenses requested by Landlord for the operation of the Parking Garage and shall not take any action or inaction to prevent such licenses from being issued, rescinded or revoked. Subject to Tenant's foregoing covenants, Landlord is solely responsible for obtaining all applicable governmental approvals related to the operation of the Parking Garage; provided, however, Tenant shall be responsible to obtain all permits and governmental approvals

related to its use of the Parking Spaces and any permitted alterations or improvements undertaken by or on behalf of Tenant (including the Permitted Alterations).

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Lease as of this 20th day of June, 2020.

LANDLORD:

1017 LAKE AVE, LLC,
a Florida limited liability company

By: [Signature]
Print Name: Jeff Burns
Its: President

WITNESSES:

[Signature] (1)
Print Name: Christopher Smuts

WITNESSES:

[Signature] (2)
Print Name: Michelle A. Rice

TENANT:

ATTEST:

By: [Signature]
for Deborah M. Andrea, City Clerk

Witness:

[Signature]
Print Name: Wanda I. Maldonado

Approved for legal sufficiency:

By: [Signature] for
Glen J. Torcivia, City Attorney

CITY OF LAKE WORTH BEACH

By: [Signature]
Michael Bornstein, City Manager



Approved for financial sufficiency:

By: [Signature]
Bruce T. Miller, Financial Services Director

EXHIBIT A

Property Description

The land referred to herein below is situated in the County of Palm Beach, State of Florida, and is described as follows:

PARCEL A – 1017 Lake Avenue (PCN: 38-43-44-21-15-500-0030)
Town of Lake Worth, Northerly 320.42 ft of Block 500

PARCEL B – 101 South East Coast Street (PCN: 38-43-44-21-15-500-0010)
Town of Lake Worth, North 320 ft of South 1840 ft of Block 500 in Section 28

PARCEL C – Portion of 201 South East Coast Street (comprised of approximately 8,000 square feet) (PCN: 38-43-44-28-44-001-0000)
Replat of Pt of Block 500, Palm Beach Farms Co Pl No 2 Lucerne Townsite

EXHIBIT B

Project Description

PROJECT DESCRIPTION, CONCEPTUAL SITE PLAN & RENDERINGS

Project Description:

The BOHEMIAN is a multifamily, rental apartment project that will feature approximately 200 total units within one (1) building, including lobby/amenity area, a separate parking garage with approximately 320 parking spaces (with 120 dedicated public parking spaces), and an independent commercial building fronting Lake Avenue.

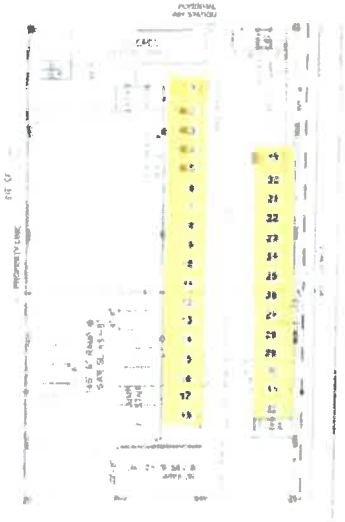
Each residence will have quartz counter-tops, energy-efficient stainless steel appliances, plank flooring and upscale bathroom finishes. The Project's amenity spaces will include a swimming pool and gym.

The Conceptual Site Plan and Renderings are on file with the City's Community Sustainability Department*.

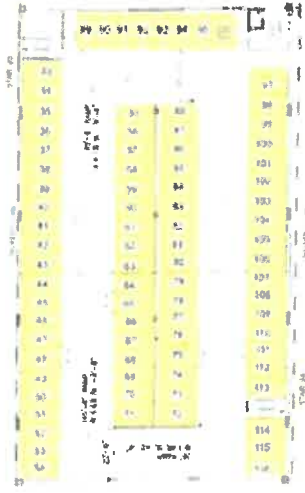
* At its meeting of May 27, 2020, the Lake Worth Beach Planning & Zoning Board unanimously voted to recommend approval to the City Commission for the Project known as The Bohemian. The City Commission considered the Project on first reading on June 9, 2020 and approved the Project. The City Commission will consider the Project on second reading at its June 16, 2020 meeting.

EXHIBIT C

Parking Garage Floor Plan



GARAGE LEVEL 1
12/27/2013 (Revised)



GARAGE LEVEL 2
12/27/2013 (Revised)



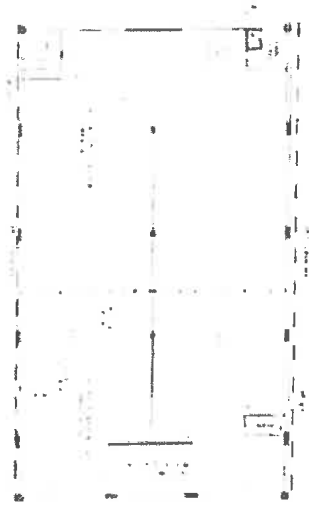
GARAGE LEVEL 3
12/27/2013 (Revised)

120 PARKING SPACES FOR CITY

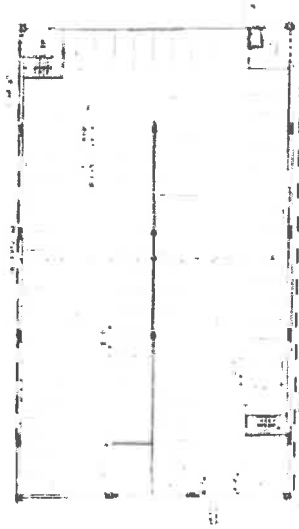
CITY PARKING-LEVELS 1-3

MSA ARCHITECTS

THE BOHEMIAN
ARCHITECTURE
LAWYERS, P.L.L.C.



GARAGE LEVEL 4



GARAGE LEVEL 5

CITY PARKING LEVELS 4 - 5



	THE BOHEMIAN <small>1000 ...</small>
	

EXHIBIT D

Base Building Improvements

The parking garage consists of a concrete precast structure with sloped parking on the ramps to connect each floor of parking. The first two floors (120-spaces in total) are allocated to the Tenant to be used for public parking, inclusive of conduit and electrical wire necessary to accommodate four EVSE ready spaces (charger to be installed by Tenant), and will be separated by secure access to the upper floors, which will park apartment tenants. There will be ground-level bicycle parking that will be available to all that access the garage. The garage will be designed to accommodate a pay station kiosk for the city, as applicable. One elevator serves the parking garage levels with unrestricted access to the first two floors and restricted key-fob access to upper levels. The parking garage ingress/egress is served by two stair wells and two means of ingress/egress for vehicles. All the code required life-safety, building, mechanical, electrical and plumbing systems shall be implemented into the building meeting requirements of the then current edition of the Florida Building Code and Florida Fire Code. The parking garage will be designed as a naturally ventilated garage with openings to accommodate the appropriate ventilation. Exterior wall panels will have simple details and color palette as depicted in the design set of plans submitted for approval.

EXHIBIT E

Base Rent

Year of Term	Annual Base Rent
Year 1	\$2,458,958.00
Year 2	\$72,000.00
Year(s) 9-35	\$144,000.00
First Extension Option*	\$0.00**
Second Extension Option *	\$0.00**

*If exercised by Tenant pursuant to the terms of the Lease

**Tenant shall only be obligated to pay Additional Rent during the First Extension Option and the Second Extension Option, as applicable; provided, however, Tenant shall not be obligated to pay Additional Rent in excess of \$72,000.00 per annum during either the First Extension Option or the Second Extension Option, as applicable (the "Option Additional Rent Cap"). Any amounts of Additional Rent incurred by Landlord during any year of either the First Extension Option or the Second Extension Option in excess of the Option Additional Rent Cap shall not be due and payable by Tenant under this Lease.

PARKING LEASE AGREEMENT

THIS PARKING LEASE AGREEMENT (this "Lease"), is made and entered into this 24th day of June, 2020, by and between 1017 LAKE AVE, LLC, a Florida limited liability company, ("Landlord"), and THE CITY OF LAKE WORTH BEACH, FLORIDA, a municipality duly constituted under Florida law ("Tenant").

WITNESSETH:

WHEREAS, the Landlord has a contract to purchase property generally located at 1017 Lake Avenue, located within the corporate limits of the City of Lake Worth Beach, as more particularly described by the legal description attached hereto as **Exhibit A** ("Property"); and

WHEREAS, the Landlord intends to construct a multifamily rental development on the Property to be comprised of approximately 200 units within one building including lobby/amenity area, swimming pool, gym, a separate parking garage of approximately 360 spaces (with 120 dedicated public parking spaces) and an independent commercial building fronting Lake Avenue with the project description, conceptual site plan and renderings attached as **Exhibit B** ("Project"); and

WHEREAS, the Landlord and Tenant have entered a separate Economic Development Agreement wherein the City is providing certain economic development incentives to develop the Project and which will serve adjacent properties and the public, including street improvements and stormwater improvements; and

WHEREAS, the Tenant recognizes the positive impact that the Project will bring to the City of Lake Worth Beach including the provision of additional parking facilities; and

WHEREAS, the Landlord and Tenant desire to enter this Lease in order for the additional parking facilities to not only serve the Project but to provide 120 parking spaces to the general public, as set forth below; and

WHEREAS, the Tenant as the City of Lake Worth Beach has determined and hereby finds that this Lease promotes economic development in the City and, as such, is in the best interests of the City of Lake Worth Beach and serves a valid public purpose.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the sufficient of which is acknowledged by both parties, the Landlord and Tenant covenant and agree as follows:

1. **Use.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the following described parking spaces (the "**Parking Spaces**") to be utilized exclusively by Tenant for the Permitted Use (as defined in Section 12 below):

The one hundred twenty (120) parking spaces located on the first two (2) floors of the parking garage, in the locations designated as "**Parking Spaces**" on **Exhibit C** attached hereto and made a part hereof, to be constructed at 1017 Lake Avenue, Lake Worth Beach, Florida, which garage will consist of approximately six (6) levels and approximately three hundred sixty (360) total parking spaces (the "**Parking Garage**"). Tenant and the general public shall be entitled to use the Parking Spaces on a 24 hours, 7 days a week basis (the "**Business Hours**"). Tenant and the general public shall also have the right to utilize on a non-exclusive basis, together with any other users of the Parking

Garage, the common areas located on the first two (2) floors of the Parking Garage for their intended purposes consistent with the Permitted Use so long as such use shall not unreasonably interfere with the use of such areas by Landlord or other users of the Parking Garage. The use by Tenant and the general public of the Parking Spaces shall be subject to the terms and conditions of this Lease.

2. Term: Construction of Parking Garage.

(a) The term of this Lease (the “Term”) shall be thirty-five (35) years, commencing on the date that is ten (10) days following Landlord’s written notice to Tenant which demonstrates that Landlord has substantially completed (as defined below) construction of the Parking Garage (the “Commencement Date”) and ending on the date that is thirty-five (35) years therefrom, subject to extension as set forth in subsection (b), below. Subject to the extensions of time authorized herein and any Force Majeure event(s), the Commencement Date shall occur on or before twenty-four (24) months from the Construction Commencement Date (as defined below).

(b) The Parking Garage shall be constructed by the Landlord in accordance with the permitted set of plans for which a building permit is issued by the appropriate governing authority, which plans shall be based upon the Parking Garage Floor Plan attached hereto as Exhibit C and the Base Building Improvements outlined on Exhibit D attached hereto. In the event of any conflict between this Lease (including Exhibit C and Exhibit D) and the permitted set of plans, the permitted set of plans shall govern and control.

(c) The term “substantially completed” shall mean and refer to satisfaction of all of the following: a temporary certificate of occupancy (or its equivalent) has been issued by the appropriate governing authority for the Parking Garage; a notice of commencement has been filed with the appropriate governing authority allowing work to begin pursuant to a building permit(s) to construct the residential rental unit portion of the Project on the northern portion of the Property containing approximately 200 apartment units with commercial space; and the improved access to the Parking Garage as part of the Project is completed.

(d) The “Effective Date” of this Lease is the date after it has been (1) fully executed by the Landlord; and (2) either signed by the City Manager or the City of Lake Worth Beach Mayor. Subject to the extensions of time authorized herein and any Force Majeure event(s), the “Construction Commencement Date” is the date that is on or before the date that is seven-hundred twenty (720) days from the Effective Date hereof. The City Manager may elect to approve any extensions of the Construction Commencement Date for a period of time up to 180 days. Any extensions of time beyond 180 days shall require the approval of the Lake Worth Beach City Commission. Notwithstanding the foregoing, in the event the Construction Commencement Date has not occurred on or before the date that is seven-hundred twenty (720) days (plus any extension granted by the City Manager or the City Commission) from the Effective Date hereof, subject to extension due to Force Majeure (as defined below), then Tenant shall have the option (“Tenant’s Termination Option”) to terminate this Lease upon at least thirty (30) days written notice to Landlord (such date being, the “Termination Date”), whereupon this Lease shall terminate and be deemed null, void, and of no further force or effect and Landlord and Tenant shall be thereafter released of all obligations or liabilities accruing from and after the date of termination. Notwithstanding the foregoing, in the event Tenant exercises Tenant’s Termination Option and the Construction Commencement Date occurs prior to the Termination Date, then Tenant’s Termination Option shall automatically terminate and be deemed null and void, and this Lease shall continue in full force and effect pursuant to the terms hereof.

(e) Provided that: (i) this Lease is in full force and effect and no Tenant Event of Default (as defined below) exists on the date of exercise beyond any applicable notice and cure period; and (ii) Tenant provides timely notice of its election in accordance on or before the date that is 180 days

prior to the expiration of the Term (as the same may be extended) (the "Extension Option Notice"), Tenant shall have the option (the "Extension Option") to extend the Term of the Lease for two (2) additional consecutive periods of thirty (30) years each (each an "Extension Term" and collectively, the "Extension Terms"), with the first Extension Term, if duly exercised by Tenant, commencing immediately upon the expiration date of the Term, and the second Extension Term, if duly exercised by Tenant, commencing immediately upon the expiration of the first Extension Term. In the event Tenant at any time fails to timely deliver the Extension Option Exercise Notice to Landlord as specified above or Tenant is otherwise not permitted to exercise the Extension Option pursuant to other terms hereof, the Extension Option shall terminate and be null and void and the Lease shall expire at the end of the Term or the first Extension Term, if duly exercised by Tenant. LANDLORD AND TENANT AGREE AND ACKNOWLEDGE THAT TIME IS OF THE ESSENCE FOR TENANT'S TIMELY EXERCISE OF THE EXTENSION OPTION. LANDLORD IS NOT OBLIGATED TO NOTIFY TENANT OF ANY UPCOMING NEED TO TIMELY EXERCISE THE EXTENSION OPTION.

3. Base Rent. Commencing on the Commencement Date and continuing during the Term, Tenant shall pay to Landlord base rent ("Base Rent") as set forth on Exhibit E attached hereto, plus applicable sales tax (unless exempt as stated herein). Payment shall be made in advance on an annual basis on or before each anniversary of the Commencement Date throughout the duration of the Term, without notice, demand, setoff or deduction and made payable to Landlord at the address provided in Section 6, which may change from time to time. If any payment due to Landlord is not be paid within five (5) days of the annual due date or other due date as set forth in this Lease, Tenant shall pay, in addition to the payment then due, not as a penalty but as an amount the parties each mutually agree is reasonable, an administrative charge of Five Hundred Dollars (\$500.00) per day until payment is made to the Landlord. If any payment due from Tenant shall remain overdue thirty (30) days after the due date, the payment due plus administrative charges shall bear interest at the rate of ten percent (10%) per annum. If any check given to Landlord for any payment is dishonored for any reason whatsoever not attributable to Landlord, in addition to all other remedies available to Landlord, upon demand, Tenant will reimburse Landlord for all insufficient funds, bank, or returned check fees, plus an administrative fee of Five Hundred Dollars (\$500.00). If Tenant has more than one (1) late payment in a 12-month period, Landlord may require all future payments from Tenant to be made by cashier's check from a local bank or by Federal Reserve wire transfer to Landlord's account.

4. Additional Rent. Unless otherwise expressly provided, all monetary obligations of Tenant to Landlord under this Lease, of any type or nature, other than Base Rent, shall be denominated as additional rent and include applicable sales tax (unless exempt) ("Additional Rent"). In addition to Base Rent, as set forth in Section 3, above, Tenant shall be obligated to pay, as Additional Rent, Tenant's Percentage Share (as defined in Section 5, below) of Operating Expenses (as hereinafter defined), plus applicable sales tax (unless exempt). For the purposes of this Lease, "Operating Expenses" shall mean all reasonable actual costs and expenses solely and directly attributed to and incurred by Landlord in owning, maintaining, insuring, and repairing the Parking Garage, including, without limitation, all common areas thereof after the Commencement Date, which costs and expenses shall include, but shall not be limited to, security, parking systems, cleaning, utilities, maintenance and repairs of all elements of the Parking Garage, pest control, fire safety systems, all insurance costs incurred by Landlord with respect to insurance policies maintained by Landlord with respect to the Parking Garage, management fees, license fees, maintenance, repair and operational supplies, the costs of fabricating, installing and maintaining signage, landscaping, administrative and professional costs incurred by Landlord in connection with its ownership of the Parking Garage, industry standard repair and replacement reserves in connection with any of the foregoing items and ad valorem and non-ad valorem real estate taxes, assessments and fees attributable to or otherwise applicable to the Parking Garage. In the event any surcharge or regulatory fee is at any time imposed by any governmental authority for parking spaces within the Parking Garage, Tenant shall pay Tenant's Percentage Share (as defined below) of such surcharge or regulatory fee to Landlord as Additional Rent, payable as set forth in this Section 4. Notwithstanding the foregoing, Additional Rent shall expressly exclude the costs and expenses solely and directly related to the parking

provided to the Landlord's other tenants including, but not limited to, parking meters or system, signage and safety monitoring.

5. Payment of Additional Rent: Tenant's Percentage Share. Additional Rent (together with applicable sales tax unless exempt) shall be due and payable at the same time, place, and in the same manner as Base Rent. The term "Rent" when used in this Lease shall include Base Rent and all forms of Additional Rent. For the purposes of this Lease, Tenant's Percentage Share shall be deemed to be a fraction, the numerator of which is the number of Parking Spaces (120 parking spaces), and the denominator of which shall be the total number of parking spaces within the Parking Garage (estimated to be 360 parking spaces) plus the number of parking spaces located in the area designated on Exhibit C attached hereto as "Covered Seating Area" (the "Covered Seating Area") (estimated to be 8 parking spaces) for the Landlord or other user of the Covered Seating Area (with the total estimated denominator of Parking Spaces being 368 parking spaces). Landlord anticipates that Tenant's Additional Rent obligation will be approximately \$21,000 per year during the Term. The foregoing figure is an estimate that is subject to change. Notwithstanding anything to the contrary set forth in this Lease, Tenant's Percentage Share of Additional Rent for any year of the Term shall in no event exceed fifty percent (50%) of Tenant's Base Rent obligations in any given year during the Term (the "Additional Rent Cap"). All sums equal to Tenant's Percentage Share of Additional Rent that are above the Additional Rent Cap for any given year during the Term shall not be passed through to Tenant as Additional Rent or otherwise. At least thirty (30) days prior to the Tenant's payment of the Additional Rent, Landlord shall reasonably estimate the Operating Expenses and provide the Tenant with notice of Tenant's estimated Percentage Share and, after the first year of the Term, Landlord shall provide Tenant with a reasonably detailed statement of the actual Operating Expenses for the prior year and Tenant's actual Percentage Share. An adjustment shall be made between Landlord and Tenant with payment to or repayment by Landlord, as the case may require, to the end that the Landlord shall receive the entire amount actually owed by Tenant for Tenant's Percentage Share of the Operating Expenses for the prior year. Tenant shall receive a credit for any overpayments for the year on the next payment of the Additional Rent. Any payment adjustment owed by Tenant to Landlord will be due with the next payment of the Additional Rent. Tenant waives and releases any and all objections or claims relating to the actual Operating Expenses for any calendar year unless, within thirty (30) days, after Landlord provides Tenant with the notice of the actual Operating Expenses, Tenant provides Landlord notice that it disputes the actual Operating Expenses. If Tenant disputes the actual Operating Expenses, Tenant shall continue to pay the Additional Rent in question to Landlord in the amount provided in the Operating Expenses (if a reoccurring expense) pending resolution of the dispute.

6. Notice. Any notice under the terms of this Lease shall be in writing and shall be deemed to be duly given only if delivered personally or mailed by registered mail in a postage-paid envelope or via express courier or other nationally recognized overnight delivery service and sent to the address(es) as set forth below:

If to Landlord: 1017 Lake Ave, LLC
 c/o Affiliated Development
 613 NW 3rd Ave., #104
 Ft. Lauderdale, Florida 33311
 Attention: Jeffrey Burns

With a copy to: Stearns Weaver Miller Weissler Alhadeff and Sitterson, P.A.
 150 West Flagler Street
 Suite 2200
 Miami, FL 33130
 Attention: Brian McDonough, Esq.

If to Tenant: City of Lake Worth Beach, Florida
Attn: City Manager
7 North Dixie Highway
Lake Worth Beach, Florida 33460.

With a copy to: City of Lake Worth Beach
Attn: City Attorney
7 North Dixie Highway
Lake Worth Beach, FL 33460

The address of either party may be changed upon giving at least fifteen (15) days' advance written notice of that change to the other party.

7. Landlord Rights. Unless due to an emergency, after reasonable notice to the Tenant (or no notice in the event of an emergency), Landlord shall have the right to block off any or all of the Parking Garage, including the Parking Spaces, for purposes of repair or maintenance of same. Landlord shall use commercially reasonable efforts to provide Tenant with advance notice of the foregoing if Tenant's or the general public's access to the Parking Spaces will be prevented. Tenant acknowledges and agrees that all of the Parking Spaces shall be located on the first two (2) floors of the Parking Garage, as shown in Exhibit C. Landlord shall have the unrestricted, exclusive right to utilize all designated parking spaces located within the Parking Garage other than the Parking Spaces ("Landlord's Parking Areas"). Tenant shall have no right to park within or utilize any portion of Landlord's Parking Areas. Landlord or its agents shall have the right to immediately remove, or cause to be removed, any car or vehicle of Tenant that may be parked in Landlord's Parking Areas, without any liability and without any advance notice to Tenant. Notwithstanding anything to the contrary set forth herein, Tenant hereby acknowledges and agrees that Landlord and its agents, employees, contractors, tenants, and licensees (collectively, the "Landlord Parties"), shall retain and have the unrestricted right to reasonably utilize those portions of the Parking Garage located on the first (1st) two (2) floors of the Parking Garage other than the Parking Spaces (collectively, the "Access Areas") for the purpose of vehicular and pedestrian ingress and egress to and from Landlord's Parking Areas. The Access Areas shall not include any area of the Parking Spaces. Tenant acknowledges and agrees that the foregoing right of the Landlord and Landlord Parties to reasonably utilize the Access Areas shall be irrevocable and remain in full force and effect throughout the duration of the Term (as the same may be extended) and Tenant shall have no right to claim constructive eviction or any other legal remedy, or otherwise offset or abate Rent by virtue of the Landlord Parties' reasonable utilization of the Access Areas, notwithstanding the fact that such Access Areas may be located in close proximity to the Parking Spaces. Except as provided herein, Landlord and Landlord Parties shall have no right to park within the Parking Spaces or otherwise use the Parking Spaces unless payment of the parking fees are made at the same rate as the general public utilizing the Tenant's Parking Spaces. Failure of Landlord and Landlord Parties to pay the parking fees when using the Parking Spaces for parking or other purposes will result in Landlord or Landlord Parties being subject to Tenant enforcement action to the same extent such enforcement action is taken with regard to the general public that fails to pay the parking fees. All Landlord's or Landlord's Parties' personal property placed or moved in the Parking Garage including the Parking Spaces shall be at the Landlord's and Landlord's Parties' risk. Tenant shall not be liable for any damage to Landlord's or Landlord's Parties' personal property, or any other person's personal property, including lost or stolen items, occurring in, on or at the Parking Garage, including the Parking Spaces, or any part thereof, except to the extent caused by the Tenant's negligence.

8. Landlord Covenants and Obligations. Landlord covenants that: a) prior to the Commencement Date, it will have fee title in the land of which the Project and Parking Garage will be constructed; and b) upon performing all of its obligations hereunder, Tenant and general public shall have access to the Parking Spaces and Access Areas for the Term (including any extension thereof) of this, subject, nevertheless, to the terms and conditions of this Lease.

Except as specifically required herein of the Tenant with regards to the Parking Spaces, Landlord shall operate, manage, equip, light, repair and maintain the Parking Garage, Parking Spaces and Access Areas and all facilities and fixtures, including without limitation roof, walls, ramps, electrical installations, elevators, fire and related alarms, lighting, landscaping, and doors in good working condition and repair necessary for their intended purposes in a manner comparable to other similar parking garages in Palm Beach County, Florida. The foregoing shall also include the Landlord providing janitorial services, waste and recycling removal, and pest control services throughout the Parking Garage, which service costs shall be included in the Operating Expenses. If a repair is needed within the Parking Garage, Tenant shall notify the Landlord in writing of the need for the repair. If such repair identified by Tenant is applicable solely to the condition of the Parking Spaces or the Access Areas utilized for ingress and egress to the Parking Spaces or materially and adversely affects the Parking Spaces or the Access Areas utilized for ingress and egress to the Parking Spaces, and Landlord fails to timely make such repair after receipt of notice and a period of thirty (30) days to make such repair, unless the repair is an emergency, and Landlord shall have twenty-four hours to make the repair (provided that Landlord shall have such longer period to complete such repair in the event Landlord has commence making such repair within the foregoing 30-day or twenty-four hour period and is diligently pursuing such repair to completion), the Tenant may make the repair and the actual, reasonable, and verifiable cost of such repair shall be borne by the Landlord. Landlord shall pay Tenant for the actual, reasonable and verifiable out-of-pocket cost of such repair within thirty (30) days of receipt of the Tenant's written notice of the amount due, which notification shall be accompanied by reasonably supporting invoices. If Landlord is required to make repairs proximately caused by the Tenant, then Landlord shall provide the Tenant with written notice of the need for the repair. If the Tenant fails to timely make the repair after receipt of notice and a period of thirty (30) days to make such repair, unless the repair is an emergency, and Tenant shall have twenty-four hours to make the repair (provided that Tenant shall have such longer period to complete such repair in the event Tenant has commence making such repair within the foregoing 30-day or twenty-four hour period and is diligently pursuing such repair to completion), the reasonable cost of such repairs shall be borne by Tenant. Tenant shall pay Landlord for the actual, reasonable, and verifiable cost of such repairs within thirty (30) days of receipt of Landlord's notification of the amount due, which written notice of the amount due shall be accompanied by reasonably supporting invoices.

If Landlord desires to materially restrict the size, location, nature or use of the Access Areas as those Access Areas exist at the Commencement Date and are used by the Tenant or Tenant Parties, Landlord shall obtain Tenant's written consent to such restriction prior to accomplishing the same, which consent shall not be unreasonably withheld, delayed or conditioned.

Landlord shall be responsible for paying all utilities at the Parking Garage as of the Commencement Date including without limitation water, sewer, stormwater, gas, solid waste and electricity for the Parking Garage, to the extent such utilities serve the Parking Garage, with Tenant paying Tenant's Percentage Share of the utilities as Additional Rent when due. Tenant shall be responsible for paying all utilities exclusively necessary or separately metered for the Parking Spaces and management of the same (e.g., Tenant shall be responsible to install and pay for any electrical charges for parking meters it installs for the Parking Spaces). Tenant agrees that it shall not install any equipment which will exceed or overload the capacity of any Landlord utility facilities and that if any equipment installed by Tenant shall require additional utility facilities, the same shall be installed at Tenant's expense in accordance with plans and specifications to be approved in writing by Landlord, which approval shall not be unreasonably withheld, delayed or conditioned.

Landlord's Parking Area shall be used exclusively for the Landlord's tenants in the Project. Landlord will refer all others in need of parking in the Parking Garage to the Tenant.

9. Landlord's Liability. All Tenant's personal property placed or moved in the Parking Garage shall be at the Tenant's risk or the owner's risk thereof. Landlord shall not be liable for any damage to Tenant's personal property, or any other person's personal property, including lost or stolen items,

occurring in, on or at the Parking Garage, including the Parking Spaces, or any part thereof, except to the extent caused by either: (i) the Landlord's willful intent or grossly negligent acts or omissions; or (ii) any act or omission of Landlord or any Landlord Parties that is covered under Landlord's insurance policies maintained by Landlord with respect to the Parking Garage for which Tenant contributes Tenant's Proportionate Share, but only to the extent such damage is covered by any insurance proceeds therefrom.

10. Sovereign Immunity. Nothing in this Lease shall be construed as a waiver of the Tenant's right to sovereign immunity nor as consent by the Tenant to be sued by a third party.

11. Insurance. Tenant shall, at its cost, procure and maintain and keep in force at all times thereafter during the Term the following insurance with respect to the Parking Spaces: (a) Commercial General Liability Insurance with contractual liability coverage for the Parking Spaces a single limit of \$1,000,000 per occurrence; (b) Workmen's Compensation and Employer's Liability Insurance in the amounts required by the laws of the State of Florida; (c) automobile liability insurance covering any owned, non-owned, leased, rented or borrowed vehicles of Tenant with limits no less than \$1,000,000 combined single limit for property damage and bodily injury; and (d) such other insurance as Landlord or any mortgagee may reasonably require and which is permitted by law. Prior to the Commencement Date, Tenant shall deliver to Landlord copies of the aforementioned policies. Landlord shall maintain for the Term of this Lease (and any extension thereof) such insurance as is reasonably necessary and consistent with the insurance coverage provided by the owners of similar parking garages in Palm Beach County, Florida, to provide coverage for the Landlord's operation and management of the Parking Garage and obligations as stated herein.

12. Events of Default. Each of the following shall be an "Event of Default" under this Lease: (a) Tenant fails to make any payment of Rent when due; (b) Tenant fails to cure Tenant's breach of any provision of this Lease, other than the obligation to pay Rent, within thirty (30) days after notice thereof to Tenant; (c) Tenant becomes bankrupt or insolvent or makes an assignment for the benefit of creditors or takes the benefit of any insolvency act, or if any debtor proceedings be taken by or against Tenant which is not otherwise dismissed within thirty (30) days of its filing; (d) Tenant transfers or assigns this Lease or subleases any of the Parking Spaces in violation of this Lease; (e) Tenant violates any of the Rules set forth in Section 20, as the same may be amended or modified from time to time, and thereafter fails to cure such violation within thirty (30) days after receipt Landlord's notice thereof; or (f) Tenant uses the Parking Spaces and/or the Parking Garage for any reason other than the Permitted Use (as defined in Section 12, below) and Tenant fails to cease such use within thirty (30) days receipt of Landlord's notice thereof. Notwithstanding anything to the contrary, in the event any Event of Default necessitates emergency action as reasonably determined by Landlord, then the foregoing 30-day time period shall not apply and Landlord shall have the option (but not the obligation) to immediately cure such Event of Default.

Each of the following shall be an "Event of Default" under this Lease: (a) Landlord fails to observe or perform any term, covenant, or condition of this Lease on the Landlord's part to be observed or performed, and the Landlord fails to remedy the same within thirty (30) days after notice from Tenant.

If the Tenant's or Landlord's Event the Default is of such a nature that it cannot be reasonably cured within the foregoing thirty (30) day period, the defaulting party shall be entitled to a reasonable period of time under the circumstances in which to cure said default, provided that the defaulting party diligently commences such cure within the foregoing 30-day period and thereafter proceeds with the curing of the default.

13. Remedies. Upon an Event of Default by Tenant which is not timely cured within the timeframes set forth above, in addition to all remedies provided by law, Landlord may accelerate and declare the Base Rent for the remainder of the Term which sum shall be forthwith due and immediately payable by Tenant upon written notice from Landlord. If Tenant fails to pay Base Rent for the next annual

period within three (3) business days after receipt of notice from the Landlord, Landlord may institute a distress for rent action and seek a distress writ under Sections 83.11 through 83.19, Florida Statutes. Upon an Event of Default by Tenant which is not timely cured within the timeframes set forth above, in addition to all remedies provided by law, Landlord may, but shall have no obligation to, perform the obligations of Tenant, and if Landlord, in doing so, makes any expenditures or incurs any obligation for the payment of money, including reasonable attorneys' fees, the reasonable verifiable out-of-pocket sums so paid or obligations incurred shall be paid by Tenant to Landlord within thirty (30) days of rendition of a bill or statement to Tenant therefor together with reasonable supporting documentation). Upon an Event of Default by Landlord which Event of Default is not timely cured within the timeframes set forth above (or as provided in Section 8 above for repairs), in addition to all remedies provided by law, Tenant at its option, may cure such Event of Default, and if Tenant, in doing so, makes any expenditures or incurs any obligation for the payment of money, including reasonable attorneys' fees, the reasonable verifiable out-of-pocket sums so paid or obligations incurred shall be paid by Landlord to Tenant within thirty (30) days of rendition of a bill or statement to Landlord therefor (together with reasonable supporting documentation). Notwithstanding anything to the contrary set forth above, all rights and remedies of Landlord and Tenant under this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity.

14. Permitted Use. Tenant may use the Parking Spaces only for the parking of cars, motorcycles and other ordinary passenger vehicles (including pick-up trucks, vans and sport utility vehicles) by members of the general public and the City of Lake Worth Beach and Tenant may charge the general public for said parking (the "Permitted Use"). The Permitted Use shall also include Tenant's right to temporarily park its vehicles in the Parking Garage during a Hurricane warning or Hurricane at Tenant's risk without any expense or liability to Landlord for any damage to the Tenant's vehicles due to or rising from the Hurricane Warning or Hurricane and subject to the terms and conditions of this Lease. Notwithstanding the foregoing, in no event shall Tenant cause or permit the City of Lake Worth Beach to park any vehicles owned or maintained by the City of Lake Worth Beach within the Parking Garage which are used in connection with the City of Lake Worth Beach's transportation or storage of any Hazardous Materials (as defined below). In no event shall Tenant use or promote the use of the Parking Spaces for any use or purpose other than the Permitted Use. Along with the use of the Parking Spaces, subject to the terms and conditions of this Lease and the reasonable rules and regulations promulgated by Landlord, Landlord hereby grants Tenants and its agents, employees, contractors, guests, tenants, licensees, invitees, and customers (collectively, the "Tenant Parties"), at no cost or expense to any of the foregoing parties, the non-exclusive right to utilize the Access Areas. Landlord acknowledges and agrees that the foregoing right of the Tenant and Tenant Parties to reasonably utilize the Access Areas shall remain in full force and effect throughout the duration of the Term (as the same may be extended). Tenant represents and warrants to Landlord that throughout the duration of the Term of this Lease, Tenant shall: (i) use its commercially reasonable efforts and good faith to monitor and control the Parking Spaces to ensure that the Parking Spaces are being utilized solely for the Permitted Use; (ii) not interfere with or diminish the use of the Parking Garage by the Landlord or any Landlord Parties or others properly utilizing the Parking Garage; (iii) take commercially reasonable measures to prohibit littering, loitering, any unauthorized signage/postings, loud music, unauthorized sale of goods, unauthorized disposing of food or garbage, and unauthorized storage of any vehicle or personal property (other than may be approved by Landlord in writing) within the Parking Spaces or Access Areas, and (iv) adopt and implement enforcement measures in furtherance of the foregoing, consistent with the terms and conditions of this Lease; provided that, the Tenant shall not have and shall not be required to have any person on site to comply with the foregoing. For the purposes of this Section 14, "Hazardous Materials" shall mean any petroleum, petroleum products, petroleum-derived substances, radioactive materials, hazardous wastes, polychlorinated biphenyls, lead based paint, radon, urea formaldehyde, mold, asbestos or any materials containing asbestos, and any materials or substances regulated or defined as or included in the definition of "hazardous substances," "hazardous materials," "hazardous constituents," "toxic substances," "pollutants," "contaminants" or any similar denomination intended to classify or regulate substances by reason of toxicity, carcinogenicity, ignitability, corrosivity or reactivity under any

applicable legal requirements relating to the injury to, or the pollution or protection of human health and safety or the “environment” (which term shall mean any surface or subsurface physical medium or natural resource, including, air, land, soil, surface waters, ground waters, stream and river sediments, and biota).

15. Liens. The interest of Landlord in the Parking Spaces and the Parking Garage shall not be subject in any way to any liens for any work, materials, improvements or alterations to the extent such work, materials, improvements or alterations are furnished or made by or on behalf of Tenant. This exculpation is made with express reference to Section 713.10, Florida Statutes. If any lien is filed against the Parking Spaces or the Parking Garage for work, materials, improvements or alterations claimed to have been furnished to, or made by Tenant, Tenant shall cause such lien to be discharged of record or properly transferred to a bond under Section 713.24, Florida Statutes, within twenty (20) days after notice to Tenant. The foregoing shall not apply to work, materials, improvements or alterations required to be furnished, made by, or on behalf of the Tenant by the Landlord under the terms of this Lease.

16. Subordination. Tenant agrees to reasonably negotiate and execute a subordination, non-disturbance and attornment agreement with Landlord’s first mortgage lender within twenty (20) days of Landlord’s written request of the same. The Tenant’s City Manager is authorized to execute such agreement in consultation with the Tenant’s attorney. Prior to the Commencement Date, the Tenant agrees to review any reasonable request of the Landlord’s first mortgage lender to alter a provision herein and, in consultation with the Tenant’s attorney, the Tenant’s City Manager may agree to alter such provision if in the Tenant’s City Manager’s reasonable opinion the alteration does not materially and adversely affect the Tenant.

17. Assignment/Sublet. Tenant shall not assign this Lease or license or sublet all or any portion of the Parking Spaces without the prior written consent of Landlord, which consent may be granted or denied in Landlord’s sole and absolute discretion. Notwithstanding the foregoing, subject to the terms and conditions of this Lease, Tenant shall have the right, without Landlord’s prior written consent, to sell individual daily, weekly, or monthly parking passes to the general public for the use of the Parking Spaces for use consistent with the Permitted Use set forth in this Lease (each a “Parking Pass”). Each Parking Pass and all rights of the parties thereunder shall be subject to and subordinate to this Lease. Upon request from Landlord, Tenant shall promptly provide a list of any and all holders of any Parking Pass and the effective period of such Parking Pass.

18. Alterations.

(a) By Landlord. Landlord may modify, alter or change the Parking Garage, except for the Parking Spaces, in any manner or in any fashion as deemed advisable by Landlord, in its sole discretion; provided such modification, alterations or change does not materially and adversely impact the Tenant’s access to and/or use of the Parking Spaces or non-exclusive use of the Access Areas. Landlord may place parking identification signs or such other signage as deemed advisable by Landlord, in its sole discretion. All alterations by Landlord must comply with applicable law, Florida Building Code and the City of Lake Worth Beach Code of Ordinances (including its Land Development Regulations).

(b) By Tenant. Tenant shall not make any improvements, modifications or alterations to the Parking Spaces or the Parking Garage, whether temporary or permanent, without the prior written consent of Landlord, which consent may be granted or denied in Landlord’s sole and absolute discretion. Notwithstanding the foregoing, subject to the express terms and conditions set forth below, Tenant shall, at Tenant’s sole cost and expense, install certain removable fixtures, such as parking meters, electronic vehicle charging stations, safety monitoring equipment, and signage within the Parking Spaces as deemed reasonably necessary for Tenant’s operation of the Parking Spaces or other signage in the Access Areas in compliance with applicable law and approved by Landlord in writing, which approval shall not be unreasonably delayed (the “Permitted Alterations”). Landlord may withhold its approval to any Permitted Alterations in the event that Landlord reasonably determines that the proposed Permitted Alteration:

(i) may impede or otherwise impair Landlord's operation of the Parking Garage or diminish the value of the Parking Garage; (ii) may not be easily removed or may otherwise cause damage or defacement to the Parking Garage upon installation, operation, or removal; (iii) may increase Landlord's liability or insurance premiums for the Parking Garage; (iv) is otherwise inconsistent with the standards for other similarly situated or comparable parking garages in Palm Beach County, Florida; (v) includes a structural alteration; (vi) includes an exterior change outside the Parking Spaces and Access Areas or change to the exterior of the Parking Garage (except for exterior signage indicating public parking at the Parking Garage in compliance with applicable law and approved by Landlord in writing, which approval shall not be unreasonably withheld or delayed); or (vii) is not in compliance with applicable law. Prior to Tenant's commencement of the installation of any Permitted Alterations, Tenant shall provide Landlord with: (i) plans, specifications, and proposed renderings of the Permitted Alterations; and (ii) Tenant's proposed contractor to be engaged in connection with the installation of the Permitted Alterations. Tenant's plans, specifications, renderings, and proposed contractor shall be subject to Landlord's prior review and approval consistent with the foregoing. All improvements, modifications or alterations by or on behalf of Tenant (including Permitted Alterations) shall be fully coordinated with Landlord and all such improvements, modifications or alterations shall be done in a good and workmanlike manner, lien free, and in accordance with applicable law. Any damage to any part of the Project that occurs as a result of any improvements, modifications or alterations by or on behalf of Tenant shall be promptly repaired by Tenant to the reasonable satisfaction of Landlord. In all events, prior to the commencement of the installation of any Permitted Alterations or other permitted improvements, modifications, or alterations by or on behalf of Tenant, Tenant's contractor shall provide Landlord with a copy of its insurance policy which shall meet the criteria set forth in Section 9, above, and which shall name Landlord and Landlord's mortgagee as additional insureds and shall be evidenced by endorsement. Tenant, at Tenant's option, shall have the right to remove any and all Permitted Alterations or other permitted alterations, modifications, or improvements made by or on behalf of Tenant and replace same with similar quality, purpose and functionality. Notwithstanding the foregoing, at the time that any Event of Default exists (after the expiration of all applicable cure periods), Tenant shall not be permitted to remove any such Permitted Alterations or other permitted alterations, modifications or improvements unless Landlord requires removal thereof. In the event Tenant is entitled or required to remove such Permitted Alterations or other alterations, modifications or improvements, then prior to the expiration or earlier termination of the Term (or as may be extended), Tenant, at Tenant's sole cost and expense, shall remove, or cause to be removed, each of the Permitted Alterations or other alterations, improvements or modifications, and repair, or cause to be repaired, all damage resulting therefrom with reasonable wear and tear excepted. Tenant shall cause all Permitted Alterations, as applicable, to be separately metered at Tenant's sole cost and expense, and Tenant shall pay directly to the utility provider all amounts due and payable in connection with the use and installation of such Permitted Alterations, including, without limitation, usage fees, tap-in fees, and meter installation costs. All alterations by Tenant must comply with Florida Building Code and the City of Lake Worth Beach Code of Ordinances (including its Land Development Regulations).

19. Holdover Rent. Without limiting Landlord rights and remedies, if Tenant holds over in possession of the Parking Spaces beyond the end of the Term (or as may be extended) during the holdover period then Rent will be pro-rated to a monthly amount and doubled the amount of the Rent due and payable for the last month of the Term. In addition, Tenant shall be liable to Landlord for all damages in the event Tenant holds over beyond the expiration of the Term that Landlord may suffer by reason of any holding over by Tenant.

20. Waiver of Jury Trial. THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTERCLAIMS BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER IN CONNECTION WITH OR ARISING FROM THIS LEASE.

21. Broker. The parties each represent and warrant to the other that no real estate broker, salesman, finder or agent was involved in the procurement or negotiation of this Lease.

22. Prevailing Party. The prevailing party shall be entitled to collect from the non-prevailing party all reasonable attorneys' fees and expenses, incurred by such prevailing party in the interpretation and enforcement of any provision of this Lease, the collection of any sums due to said prevailing party under this Lease, and/or in any action brought by the prevailing party hereunder. Such costs shall be reimbursed regardless of whether litigation is commenced.

23. Rules and Regulations. Tenant shall at all times abide by any rules and regulations (“Rules”) for use of the Parking Garage, including the Parking Spaces, that Landlord or Landlord’s garage operator reasonably establishes from time to time, and otherwise agrees to use the Parking Garage and the Parking Spaces in a safe and lawful manner that does not interfere with or diminish the Parking Garage by Landlord’s other tenants. Landlord reserves the right to adopt, modify and enforce the Rules governing the use of the Parking Garage, including the Parking Spaces, from time to time including any key-card, sticker or other identification or entrance system; provided that, such adoption, modification, and enforcement does not materially and adversely affect Tenant’s and the general public’s access to the Parking Spaces and Access Areas or materially increase Tenant’s Percentage Share unless such modification is required by an applicable law. If the Rules are reasonably posted at the Parking Garage, Landlord may refuse to permit any person who violates such Rules to park in the Parking Garage, including the Parking Spaces, and any violation of the Rules shall subject the car to removal from the Parking Garage and the Parking Spaces. If Tenant violates any of the Rules and such violation continues for or is not cured within five (5) days following notice from Landlord then, in addition to all other rights and remedies available to Landlord at law, in equity, and under this Lease, Landlord shall have the right to remove from the Parking Garage, including the Parking Spaces, any vehicles hereunder which shall have been involved or shall have been owned or driven by parties involved in causing such violation, without liability for any damages caused to such vehicle in connection with such removal.

24. Casualty and Condemnation. If, during the Term (as the same may be extended), the Parking Garage or any portion thereof, including, but not limited to, the Parking Spaces, shall be condemned, taken by eminent domain, materially damaged or destroyed by fire or other casualty, then Landlord shall have the option to terminate this Agreement upon written notice to Tenant whereupon this Lease shall immediately terminate and be deemed of no further force and effect and Landlord and Tenant shall be released of all obligations and liabilities arising after such termination (except for such obligations and liabilities expressly identified herein as surviving the termination of this Lease); provided that, if this Lease is terminated under this provision, all Rent paid in advance by Tenant applicable to the period of the Term after the termination of the Lease shall be refunded upon a pro-rata basis based on the date of termination. In the event Landlord does not exercise the foregoing termination option, then Landlord shall forthwith commence to restore the Parking Garage, including the Parking Spaces, to as near condition as commercially reasonable to that which existed immediately prior to the casualty or condemnation event; provided, however, Landlord shall only be obligated to restore the Parking Garage to the extent that Landlord actually receives insurance proceeds or condemnation awards sufficient to enable such restoration. If Landlord: (i) fails to restore the Parking Garage within one hundred eighty (180) days after the occurrence of such casualty; and (ii) Tenant’s access to and use of the Parking Spaces is materially and adversely impacted, then Tenant shall have the right to terminate this Lease upon thirty (30) days’ notice to Landlord; provided that, if this Lease is terminated under this provision, all Rent paid in advance by Tenant applicable to the period of the Term after the termination of the Lease shall be refunded upon a pro-rata basis based on the date of termination. In the event that Tenant is unable to use the Parking Spaces, in whole or partially, during such 180-day restoration period (or such shorter period that it takes Landlord to restore the Parking Garage and the Parking Spaces as required in this Lease), then Tenant’s payment of Base Rent during such time period shall be abated or equitably reduced by the number of Parking Spaces not able to be used; provided, however, in no event shall Tenant be entitled to any reduction or abatement of Base Rent in the event that such casualty or other damage is proximately

caused by Tenant or any Tenant Parties. Except as set forth above regarding the reduction or abatement of Base Rent, Landlord shall not be liable to Tenant for any inconvenience, loss, or damage suffered or incurred by such party by reason of any such condemnation, damage or destruction or the repair and restoration of the Parking Garage or any portion thereof by reason of such condemnation, damage or destruction. Notwithstanding anything in this Lease to the contrary, if any portion of the Parking Garage (including any fixtures, equipment and personal property therein) or any Parking Space is damaged or destroyed due to any act or omission of Tenant, Tenant shall be solely responsible for all costs and expenses of restoration, repair and replacement of any damaged or destroyed property, and shall pay such costs and expenses upon demand. Notwithstanding anything in this Lease to the contrary, if any portion of the Parking Spaces (including any fixtures, equipment and personal property therein) are damaged or destroyed due to any act or omission of Landlord or any Landlord Parties, Landlord shall be solely responsible for all costs and expenses of restoration, repair and replacement of any damaged or destroyed property, and shall pay such costs and expenses upon demand.

25. Binding Effect. This Lease is binding on the parties and their heirs, legal representatives, successors and permitted assigns, subject to the limitations set forth herein.

26. Recitals. The Recitals at the beginning of this Lease are incorporated herein as true and correct statements and binding on the parties.

27. No Recording. Neither this Lease nor a memorandum thereof or similar document may be recorded in the public records and any attempt to do so shall be of no effect whatsoever and may be terminated of record by an instrument executed solely by Landlord, or its successors or assigns.

28. Sales Tax Exemption. Notwithstanding anything to the contrary set forth in this Lease, so long as Tenant obtains and provides a true, correct, and complete copy of a sales tax exemption certificate, issued by the Florida Department of Revenue to Landlord contemporaneously with Tenant's execution and delivery of this Lease, Tenant shall be exempted from paying sales tax under this Lease. Tenant shall, not later than thirty (30) days before the end of each calendar year throughout the Term provide to Landlord an updated sales tax exemption certificate from the Florida Department of Revenue to establish Tenant's exemption from sales tax for the upcoming year. In the event that, at any time during the Term, Tenant no longer holds a valid sales tax exemption certificate from the Florida Department of Revenue or it is determined by the Florida Department of Revenue that sales tax is otherwise due on the amounts payable by Tenant under this Lease for any reason whatsoever, then Tenant shall be liable for all sales taxes due under this Lease and shall promptly remit same to Landlord. Tenant may, upon written notice to Landlord, request that Landlord contest any such taxes, assessments and other charges that Tenant reasonably determines, in its good faith judgment, are not appropriate or applicable Landlord may elect, but shall not be obligated, to accept any request by Tenant to contest such taxes, assessments and/or other charges. In the event Landlord elects to accept Tenant's request, Tenant shall reimburse Landlord for all actual costs and expenses incurred by Landlord in connection with contesting such taxes, assessments and/or other charges on Tenant's behalf (including, without limitation, reasonable attorneys' fees) within thirty (30) days of Landlord's written demand therefor. Notwithstanding any pending tax or assessment contest, Tenant shall be obligated to pay, when and as due under this Lease, all taxes, assessments or other charges so contested. Tenant's obligation to pay any taxes, assessments and/or other charges under this Lease shall not be contingent upon the resolution of any such tax contest. Landlord shall provide the Tenant with a credit for all taxes, assessments and other charges which are awarded to Landlord in such tax contest to the extent applicable to Tenant's Percentage Share.

29. Entire Agreement and Severability. This Lease contains the entire agreement between the parties hereto regarding the Parking Garage and all previous negotiations leading thereto, and it may be modified only by an agreement in writing signed by Landlord and Tenant. This Lease shall be governed by and construed in accordance with the internal laws of the State of Florida. Venue for any action arising out of, or in any way connected with this Lease shall be Palm Beach County, Florida. If

any term or provision of this Lease or application thereof to any person or circumstance shall, to any extent, be found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term or provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

30. Force Majeure. If by reason of Force Majeure, it is impossible for the Landlord or Tenant in whole or in part, despite commercially reasonable efforts, to carry out any of its obligations contained herein (except for the payment of monies or Rent), the Landlord or Tenant shall not be deemed in breach of its obligations during the continuance of such Force Majeure event. Such Force Majeure event does not affect any obligations of the Landlord or Tenant other than the timing of performance of such obligations. The term "Force Majeure" as used herein means any of the following events or conditions or any combination thereof: acts of God, acts of the public enemy, riot, insurrection, war, act of terrorism, pestilence, archaeological excavations required by law, unavailability of materials, epidemics (including, without limitation, cases of illness or condition, communicable or non-communicable, caused by bioterrorism, pandemic influenza, or novel and highly infectious viruses, agents or biological toxins), epidemics, pandemics (such as COVID-19 and variations thereof), disease, quarantine restrictions, freight embargoes, fire or other casualty, lightning, hurricanes, earthquakes, tornadoes, floods, abnormal and highly unusual inclement weather (as indicated by the records of the local weather bureau for a five-year period preceding the Effective Date), strikes or labor disturbances, restoration in connection with any of the foregoing or any other cause beyond the reasonable control of the party performing the obligation in question, including, without limitation, such causes as may arise from the act of the other party to this Lease; or acts, or failure to act, of any governmental authority. Landlord and Tenant shall provide the other, as applicable, with written notice of any Force Majeure event within ten (10) days of the event occurring or the date that Landlord or Tenant, as applicable, determines the impact of such Force Majeure event, whichever date is later. Failure to properly notice Tenant or Landlord, as applicable, will result in the Landlord's or Tenant's waiver of the Force Majeure event as cause for delay in the Landlord's or Tenant's performance, as applicable, of its obligations herein until written notice is provided to the Tenant or Landlord, as applicable.

31. Budget and Appropriation of Rent. Based upon the timeframes set forth in this Lease, the Tenant agrees to propose in each applicable fiscal year budget an amount to cover the Tenant's Rent obligations as stated herein commencing with the Fiscal Year 2021-2022 budget; however, the Tenant's funding obligations as stated herein are all subject to the Tenant's annual budgeting and appropriation process. The Landlord understands and agrees that the Tenant's funding obligations hereunder are payable exclusively from duly appropriated or otherwise legally available funds and shall not be construed to be debt, liability or obligation within the meaning of any applicable constitutional or statutory limitation or requirement. Neither the Tenant nor the State of Florida nor any political subdivision or agency thereof has pledged any of its full faith and credit or its taxing power to make any payments under this Lease. The foregoing shall in no way affect the Landlord's remedies in the event the Tenant shall not pay Rent when due.

32. Radon. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from Palm Beach County's public health unit.

33. Non-Discrimination. The parties agree that no person shall, on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, sexual orientation, or gender identity

or expression, be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Lease.

34. Construction. No party shall be considered the author of this Lease since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final agreement. Thus, the terms of this Lease shall not be strictly construed against one party as opposed to the other party based upon who drafted it.

35. Exhibits. Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Lease by reference.

36. Public Entity Crimes. As provided in section 287.133, Florida Statutes, by entering into this Lease or performing any of its obligations and tasks in furtherance hereof, Landlord 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 section 287.133 (3)(a), Florida Statutes.

37. Palm Beach County Inspector General. Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed Tenant contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Tenant and its agents in order to ensure compliance with Lease requirements and detect corruption and fraud. Failure to cooperate to the extent required by applicable law with the reasonable requests of the Inspector General or intentionally interfering with or impeding any investigation may result in sanctions or penalties as set forth in the Palm Beach County Code.

38. Exclusion of Third Party Beneficiaries. No provision of this Lease 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 Lease, including but not limited to any citizens, residents or employees of the Landlord or Tenant.

39. Counterparts. This Lease shall be executed in counterparts, each of which shall be deemed to be an original, and such counterparts will constitute one and the same instrument.

40. Time of Essence. Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

41. Compliance. Each of the parties agrees to perform its responsibilities under this Lease in conformance with all applicable laws, regulations and administrative instructions that relate to the parties' performance of this Lease. Landlord shall at all times have the proper business licenses required of the City of Lake Worth Beach for the operation and leasing of the Parking Garage. Tenant warrants and covenants to Landlord that it shall not perform any act (or refrain from performing any act) within the Parking Garage that would jeopardize, rescind, or invalidate the validity of the applicable business licenses required for the operation and leasing of the Parking Garage. In furtherance of the foregoing, Tenant agrees that it shall promptly cooperate, assist and act in good faith with Landlord in order to facilitate Landlord's obtaining and maintaining all required business licenses requested by Landlord for the operation of the Parking Garage and shall not take any action or inaction to prevent such licenses from being issued, rescinded or revoked. Subject to Tenant's foregoing covenants, Landlord is solely responsible for obtaining all applicable governmental approvals related to the operation of the Parking Garage; provided, however, Tenant shall be responsible to obtain all permits and governmental approvals

related to its use of the Parking Spaces and any permitted alterations or improvements undertaken by or on behalf of Tenant (including the Permitted Alterations).

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Lease as of this 24th day of June, 2020.

LANDLORD:

1017 LAKE AVE, LLC,
a Florida limited liability company

By: [Signature]
Print Name: Jeff Burns
Its: President

WITNESSES:

[Signature] (1)
Print Name: Christopher Smuts

WITNESSES:

[Signature] (2)
Print Name: Michelle A. Rice

TENANT:

ATTEST:

By: [Signature]
Deborah M. Andrea, City Clerk

Witness:

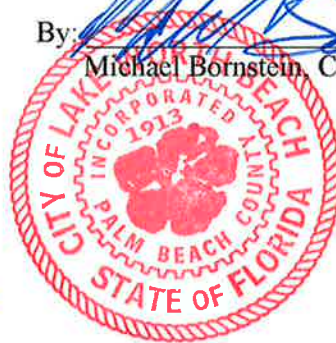
[Signature]
Print Name: Wanda I. Maldonado

Approved for legal sufficiency:

By: [Signature] FOR
Glen J. Torcivia, City Attorney

CITY OF LAKE WORTH BEACH

By: [Signature]
Michael Bornstein, City Manager



Approved for financial sufficiency:

By: [Signature]
Bruce T. Miller, Financial Services Director

EXHIBIT A

Property Description

The land referred to herein below is situated in the County of Palm Beach, State of Florida, and is described as follows:

PARCEL A – 1017 Lake Avenue (PCN: 38-43-44-21-15-500-0030)

Town of Lake Worth, Northerly 320.42 ft of Block 500

PARCEL B – 101 South East Coast Street (PCN: 38-43-44-21-15-500-0010)

Town of Lake Worth, North 320 ft of South 1840 ft of Block 500 in Section 28

PARCEL C – Portion of 201 South East Coast Street (comprised of approximately 8,000 square feet) (PCN: 38-43-44-28-44-001-0000)

Replat of Pt of Block 500, Palm Beach Farms Co Pl No 2 Lucerne Townsite

EXHIBIT B

Project Description

PROJECT DESCRIPTION, CONCEPTUAL SITE PLAN & RENDERINGS

Project Description:

The BOHEMIAN is a multifamily, rental apartment project that will feature approximately 200 total units within one (1) building, including lobby/amenity area, a separate parking garage with approximately 320 parking spaces (with 120 dedicated public parking spaces), and an independent commercial building fronting Lake Avenue.

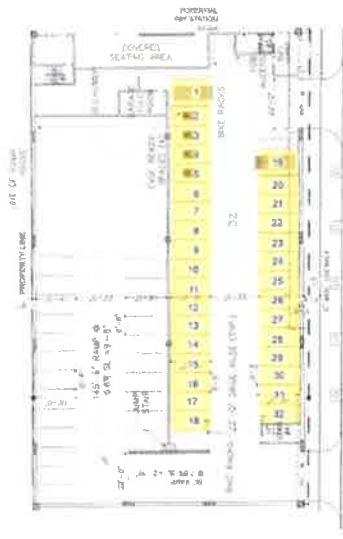
Each residence will have quartz counter-tops, energy-efficient stainless steel appliances, plank flooring and upscale bathroom finishes. The Project's amenity spaces will include a swimming pool and gym.

The Conceptual Site Plan and Renderings are on file with the City's Community Sustainability Department*.

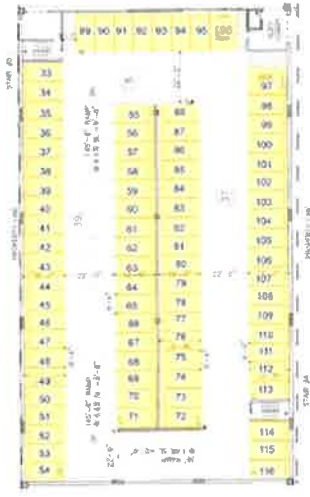
* At its meeting of May 27, 2020, the Lake Worth Beach Planning & Zoning Board unanimously voted to recommend approval to the City Commission for the Project known as The Bohemian. The City Commission considered the Project on first reading on June 9, 2020 and approved the Project. The City Commission will consider the Project on second reading at its June 16, 2020 meeting.

EXHIBIT C

Parking Garage Floor Plan



GARAGE LEVEL 1
32 SPACES MARKED



GARAGE LEVEL 2
83 SPACES MARKED



GARAGE LEVEL 3
4 SPACES MARKED

120 PARKING SPACES FOR CITY

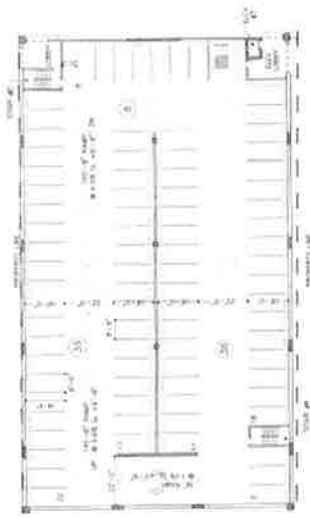
CITY PARKING-LEVELS 1-3
SCALE: 1/8" = 1'-0"

THE BOHEMIAN ARCHITECTS, P.A.
ARCHITECTS, P.A.
1425 W. BERRY AVE., SUITE 200
DENVER, CO 80202
TEL: 303.733.1111
WWW.BOHMIANARCHITECTS.COM

MSA ARCHITECTS
1425 W. BERRY AVE., SUITE 200
DENVER, CO 80202
TEL: 303.733.1111
WWW.MSAARCHITECTS.COM

DATE: 11/11/11
PROJECT: CITY PARKING-LEVELS 1-3
SCALE: 1/8" = 1'-0"

G-1



GARAGE LEVEL 4
28' 0" (COVERED) PARKING



GARAGE LEVEL 5
28' 0" (COVERED) PARKING

CITY PARKING-LEVELS 4 - 5


MSA ARCHITECTS
 ARCHITECTS
 1111 N. W. 10th St., Suite 100
 Ft. Lauderdale, FL 33304
 Phone: (954) 562-1111
 Fax: (954) 562-1112
 www.msaarchitects.com

THE BOHEMIAN
 APARTMENTS
 1111 N. W. 10th St., Suite 100
 Ft. Lauderdale, FL 33304

SHEET TITLE: GARAGE FLOOR
 SHEET NUMBER: G-2

EXHIBIT D

Base Building Improvements

The parking garage consists of a concrete precast structure with sloped parking on the ramps to connect each floor of parking. The first two floors (120-spaces in total) are allocated to the Tenant to be used for public parking, inclusive of conduit and electrical wire necessary to accommodate four EVSE ready spaces (charger to be installed by Tenant), and will be separated by secure access to the upper floors, which will park apartment tenants. There will be ground-level bicycle parking that will be available to all that access the garage. The garage will be designed to accommodate a pay station kiosk for the city, as applicable. One elevator serves the parking garage levels with unrestricted access to the first two floors and restricted key-fob access to upper levels. The parking garage ingress/egress is served by two stair wells and two means of ingress/egress for vehicles. All the code required life-safety, building, mechanical, electrical and plumbing systems shall be implemented into the building meeting requirements of the then current edition of the Florida Building Code and Florida Fire Code. The parking garage will be designed as a naturally ventilated garage with openings to accommodate the appropriate ventilation. Exterior wall panels will have simple details and color palette as depicted in the design set of plans submitted for approval.

EXHIBIT E

Base Rent

Year of Term	Annual Base Rent
Year 1	\$2,458,958.00
Year 2	\$72,000.00
Year(s) 9-35	\$144,000.00
First Extension Option*	\$0.00**
Second Extension Option *	\$0.00**

*If exercised by Tenant pursuant to the terms of the Lease

**Tenant shall only be obligated to pay Additional Rent during the First Extension Option and the Second Extension Option, as applicable; provided, however, Tenant shall not be obligated to pay Additional Rent in excess of \$72,000.00 per annum during either the First Extension Option or the Second Extension Option, as applicable (the "Option Additional Rent Cap"). Any amounts of Additional Rent incurred by Landlord during any year of either the First Extension Option or the Second Extension Option in excess of the Option Additional Rent Cap shall not be due and payable by Tenant under this Lease.

**MINUTES
CITY OF LAKE WORTH BEACH
REGULAR MEETING OF THE CITY
TUESDAY, FEBRUARY 18, 2020 - 6:00 PM**

ROLL CALL: Present were Mayor Pam Triolo; Vice Mayor Andy Amoroso; and Commissioners Scott Maxwell, Omari Hardy and Herman Robinson. Also present were City Manager Michael Bornstein, City Attorney Glen Torcivia and City Clerk Deborah M. Andrea.

INVOCATION OR MOMENT OF SILENCE: on behalf of Commissioner Omari Hardy.

PLEDGE OF ALLEGIANCE: led by Commissioner Scott Maxwell.

AGENDA - Additions/Deletions/Reordering:

There were no changes to the agenda.

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

A. Mayor Triolo read the Proclamation in memory of Deputy Pierre Rouzeau.

COMMISSION LIAISON REPORTS AND COMMENTS:

Vice Mayor Amoroso: stated that he was honored to attend the TPA Smart Street Summit and had just returned from Tallahassee, where he chased money for Lake Worth Beach. He said that Tallahassee wanted to make the rules for all the cities about short term rentals and that our City should make the decisions for itself and its residents. He reported that he was following a couple of bills that might affect businesses in all communities as well as the residential area of the City. He announced that he would be the Grand Marshall for St. Patrick's Day parade this year and was working on green initiatives.

Commissioner Robinson: said that it was critical who represented the City in Tallahassee. He announced that the Lake Worth Business Committee would had a presentation about the Historic Gulfstream Hotel on the February 26 in the Casino Ballroom. He said that there was a lot of exciting growth happening in Lake Worth and extended his condolences to Deputy Pierre's family stating that he was a fine man, a family man and a Lake Worth man.

Commissioner Hardy: stated that it was African American History Month, which celebrated the achievements and struggles of the African American people. He said that many persecuted ethnicities could find commonalities with the African American experience and vice versa. He urged everyone to find the commonalities, bridge any differences and work together to become a more tolerant, and open county.

Commissioner Maxwell: expressed how much Deputy Rouzeau would be missed.

Mayor Triolo: said that she had met Deputy Rouzeau when she first ran for office and that the City was blessed to have had him in LWB. She stated that the City was working on convincing the State of Florida to allocate \$2.5 million dollar for the ocean current energy project, which was important for making consistent energy harnessing the power of the current; it was the wave of the future and would bring jobs and renewal energy for the world. She spoke about the importance of the Census and for City residents to be properly counted in order to get services for the community. She explained that if the City residents were undercounted, the City could not get the funding and urged everyone to be counted.

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:

No one from the public spoke.

The meeting recessed at 7:36 PM and reconvened at 7:46 PM.

NEW BUSINESS:

A. **Letter of Intent with 1017 Lake Ave, LLC, for The Bohemian**

Action: Motion made by Commissioner Maxwell and seconded by Vice Mayor Amoroso to approve the Letter of Intent with 1017 Lake Ave, LLC, for the Bohemian.

William Waters, Community Sustainability Director, introduced the applicants from Affiliated Development who had a small presentation.

Jeff Burns, CEO, said that there had been a groundbreaking for the Mid and their company believed in Lake Worth Beach. He spoke about a new project called the Bohemian, which was a mixed use transit oriented multifamily development located on East Coast Street by the railroad tracks, and included a public parking garage. He said that the amenities would be high end, the site was three parcels currently under contract and would bring in half a million dollars in tax revenue. He stated that the project was a unique opportunity for the southern end of the City. He spoke about timeline being on a fast track, looking to begin construction in April 2021. He said that the project would have a great economic impact for the City and be good for downtown with 120 public parking spaces for City events. He announced that they would request GATT funding from the CRA and the County and would seek a density bonus and utility incentives from the City. **He explained the master lease for the parking garage with the first payment due perhaps in 2022; they were asking for \$2,458,958 in year one with the certificate of occupancy, \$72,000 in years two through eight and \$144,000 in years nine through thirty-five.**

Comments/requests summary:

1. Commissioner Hardy stated that the Mid was great thing for the City and expressed pleasure that the applicants were committing to the City.
2. Commissioner Robinson congratulated the applicants on their creativity although he was not ready to vote on allocating all the money at the meeting. He expressed concern about investing in parking structures.
3. Commissioner Robinson asked more about the funding and if the tax revenue would go to CRA then what would happen after the CRA ended. He cautioned about spending money wisely.
4. Mayor Triolo reminded the Commissioners that this was a transit-oriented development with a platform for people to get off the train and walk around; it was near the train that would eventually stop in all the communities.

Mr. Burns said that the rail company was looking for density, commuters riding the train to where they lived and where they worked. He stated that the site excited them because they believed in public transportation and public parking.

5. Vice Mayor Amoroso thanked the applicants for bringing a second project to the City. He said that he trusted both the CRA and City staff regarding the numbers. He stated that the City had let too many projects go and that this project should move ahead.
6. Commissioner Hardy asked about the size of the site.

Mr. Burns replied that it was just over two acres.

7. Commissioner Hardy said that the density would be 85 units per acre, which was exactly what the City needed.

Mayor Triolo announced that this was the time for public comment.

Mayor Triolo read the comments written by AnnaMaria Windisch Hunt. Ms. Hunt wrote that the building could be higher in that part of town, a Grandview-type would be better between Lake and Lucerne Avenues and that East Coast Avenue was too far to walk.

Todd Velez requested a granite marker for Ira Stanphill, an icon in the City.

Vote:

Voice vote showed: AYES: Mayor Triolo, Vice Mayor Amoroso and Commissioners Maxwell and Hardy. NAYS: Commissioner Robinson.

- B. Ordinance No. 2020-02 - amending Chapter 23 Entitled "Land Development Regulations" of the Code of Ordinances and setting the second reading and public hearing for March 3, 2020

City Attorney Torcivia read the ordinance by title only.

ORDINANCE NO. 2020-02 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING CHAPTER 23 ENTITLED "LAND DEVELOPMENT REGULATIONS" OF THE CODE OF ORDINANCES BY AMENDING ARTICLE 1 "GENERAL PROVISIONS" RELATING TO DEFINITIONS; ARTICLE 3 "ZONING DISTRICTS" BY CREATING A CULTURAL ARTS DISTRICT OVERLAY; AND FOR OTHER PURPOSES; PROVIDING FOR SEVERABILITY, CONFLICTS, AND CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

Action: Motion made by Commissioner Hardy and seconded by Commissioner Maxwell to approve Ordinance 2020-02 amending Chapter 23, Article 1, Definitions and Article 3, Division 9, Section 23.3-29 of the City of Lake Worth Beach Code of Ordinances and setting the second reading and public hearing for March 3, 2020.

William Waters, Community Sustainability Director, reminded the Commission that the idea for a Cultural Arts Overlay was discussed in May 2018, at which time the Commission gave clear direction to reduce the overlay district area and have the dwelling units owner-occupied only. He reported that the Commission had approved the amendment to the Comp Plan in April 2019, which included the Arts and Culture Master Plan and a provision for a cultural arts overlay. He stated that the proposed ordinance would implement several aspects of the Arts and Culture Master Plan, including an overlay district. He showed a map illustrating what the district could be under the Comp Plan and the revised boundaries under the proposed ordinance. He stated that any changes could be incorporated between the first and second readings.

Comments/requests summary:

1. Commissioner Maxwell asked how many residences could be involved within the boundaries.

Mr. Water responded that there were about four dozen homes.

Commissioner Maxwell said that less than 50 single-family homes would be involved.

2. Commissioner Hardy said he was in favor of the district as approved in the Comp Plan and although he would not vote against the district, it should have gone east of Dixie Highway.

CITY OF LAKE WORTH BEACH

PROCLAMATION

- WHEREAS,** The first World AIDS Day was held in 1988, providing a platform to raise awareness about HIV/AIDS and honor the lives affected by the epidemic. 2023 marks the 35th commemoration of this important day with the theme “World AIDS Day 35: Remember and Commit”. The 35th commemoration of World AIDS Day is an opportunity to reflect on the journey, acknowledge and celebrate the progress made, and recognize the challenges remaining; and
- WHEREAS,** An estimated 39 million people world-wide are living with HIV, with an estimated 1.3 million new infections occurring in 2022, which is a decline of 38% in new HIV infections since 2010; and
- WHEREAS,** 29.8 million people with HIV globally (76% of all people with HIV) knew their status in 2022 and were accessing life-saving antiretroviral therapy (ART); the remaining 14% did not know their status and needed access to HIV testing services and treatment; and
- WHEREAS,** The global spread of HIV necessitates a worldwide effort to increase communication, education and action to stop the spread of HIV; and
- WHEREAS,** The Joint United Nations Program on HIV/AIDS (UNAIDS) observes December 1 of each year as “World AIDS Day”, and leads and inspires the world to achieve its shared vision of zero new HIV infections, zero discrimination and zero AIDS-related deaths; and
- WHEREAS,** The 95-95-95 ambitious global plan to help end the AIDS epidemic has set its goal for 2025, that 95% of all people with diagnosed HIV receive sustained ART and 95% of those individuals on treatment achieve and maintain HIV viral suppression; and
- WHEREAS,** Clinical evidence has firmly established that people with HIV who achieve and maintain an undetectable viral load by taking ART as prescribed cannot sexually transmit the virus to others; this is known as Undetectable=Untransmittable, or U=U; and
- WHEREAS,** More than 8,600 persons are living with HIV in Palm Beach County; the mission of the Palm Beach County HIV Community Prevention Partnership is to promote community participation and involvement in HIV prevention services and activities; and
- WHEREAS,** In the City of Lake Worth Beach, Compass Community Center has been providing life-saving services to the residents of Palm Beach County and South Florida for 35 years, engaging, empowering and enriching the lives of those impacted by HIV and AIDS.

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

DECEMBER 1, 2023

as

WORLD AIDS DAY

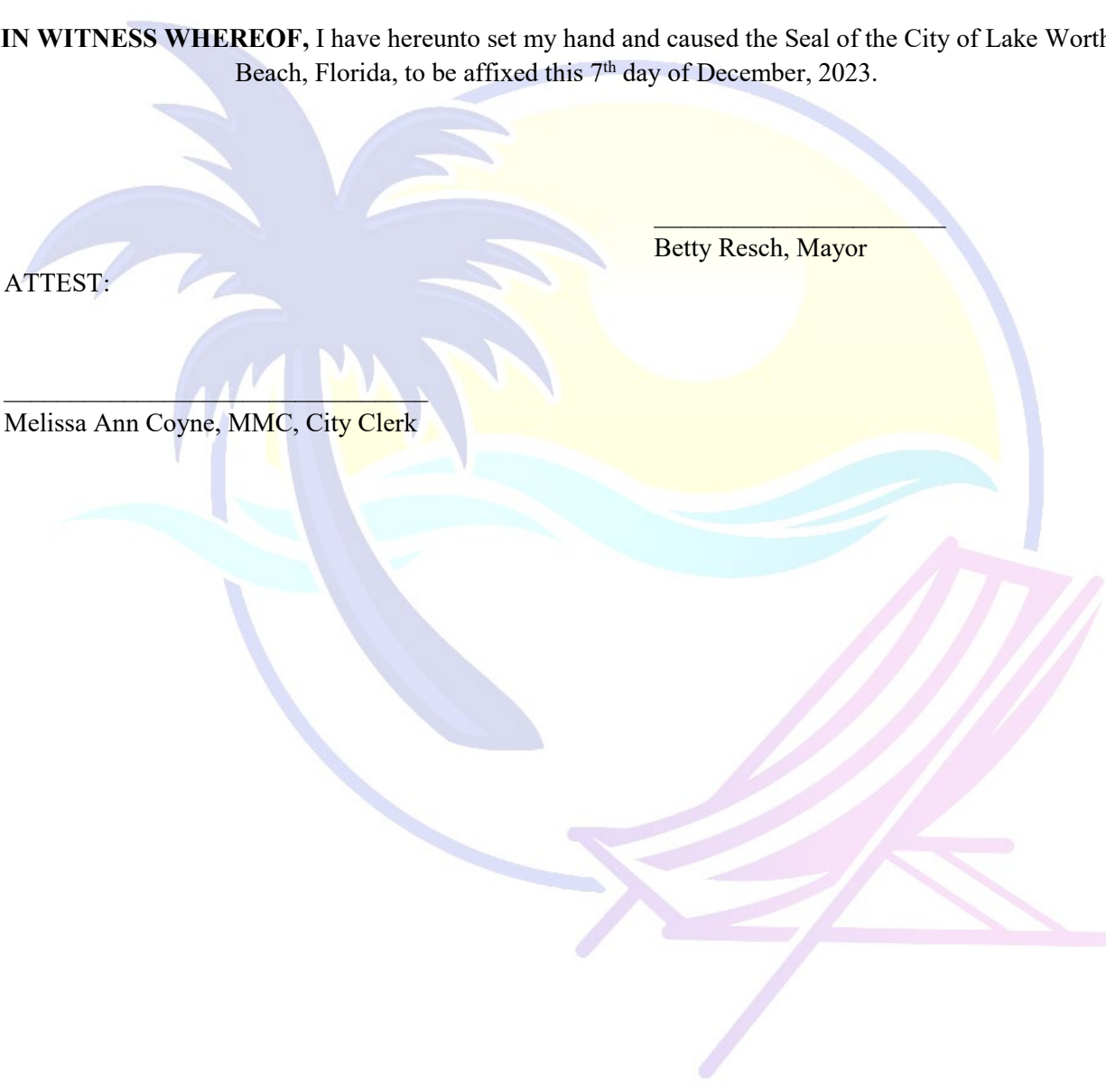
and urge all residents of the city of Lake Worth Beach to take part in activities and observances designed to increase awareness and understanding of HIV/AIDS as a global challenge and urge residents to join the global effort to prevent further spread of HIV/AIDS.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Lake Worth Beach, Florida, to be affixed this 7th day of December, 2023.

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, MMC, City Clerk



STAFF REPORT REGULAR MEETING

AGENDA DATE: December 5, 2023

DEPARTMENT: Community Sustainability

TITLE:

Resolution No. 49-2023 approving a Release of Easement located between the parcels associated with the Gulfstream Hotel Project

SUMMARY:

Resolution providing for the release of existing utility and access easements along the area that formerly was a 10' wide alley between the historic Gulfstream Hotel property and the vacant hotel properties to the west. A temporary easement will be placed on the area until all of the utilities are relocated per the adopted entitlement package for the restoration and expansion of the Gulfstream Hotel.

BACKGROUND AND JUSTIFICATION:

In June of 2022, the City Commission provided the final approval of the ordinance creating an Urban Mixed Use Planned Development to allow for the renovation of the historic Gulfstream Hotel and an eight (8) story addition to the west on vacant parcels. One item necessary for the project to move forward is the release of existing access/ingress/egress and utility easements established along the abandoned former 10' alley that lies between the historic Gulfstream Hotel parcel to the west and several of the vacant parcels to the west. The release of the easement is necessary so that the new construction of a hyphen between the historic portion of the project to the east and the new addition to the west may be constructed.

Per the requirements of the easement that was established in 1988 (attached0, the required fifteen (15) days' notice to all property owners within 200' from the perimeter of the Gulfstream Hotel project was mailed out on November 13 and November 15, 2023 providing the time, place and intent of this public hearing to consider the release of easement resolution. At the time of the publication of this staff report, there were no comments or objections received regarding this matter.

A secondary, forthcoming item will be the consideration of a temporary access/ingress/egress and utility easement to be established until such time as the existing utilities have been formally relocated and accepted for service by the City.

MOTION:

Move to approve/disapprove Resolution No. 49-2023 releasing existing alley easements to facilitate the Gulfstream Hotel Project

ATTACHMENT(S):

Fiscal Impact Analysis – N/A
Resolution No. 49-2023
Release of Easement
Exception Alley Easement
Courtesy Notice
Legal Notice
Survey

RESOLUTION NO. 49 -2023 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, APPROVING A RELEASE OF EASEMENT LOCATED BETWEEN THE PROPERTIES AT 1 LAKE AVENUE AND 11 LAKE AVENUE, 12 S LAKESIDE DRIVE, AND 14 S LAKESIDE DRIVE; AND PROVIDING FOR RECORDING AND AN EFFECTIVE DATE

WHEREAS, the City of Lake Worth Beach ("City") was granted a ten (10) foot wide easement running between and adjacent to the west side of the property located at 1 Lake Avenue and the east side of the property located at 11 Lake Avenue, 12 S. Lakeside Drive and 14 S. Lakeside Dr. in the City of Lake Worth Beach, ("the Easement"); and

WHEREAS, the current owners of the real property on both sides of the Easement are developing the property as what is commonly referred to as the Gulfstream Hotel Planned Development; and

WHEREAS, the current owners of the real property on both sides of the Easement, as part of the Gulfstream Hotel Urban Mixed Use Planned Development, have caused the drainage, utilities, and access provided though the Easement to be relocated, rendering the Easement no longer necessary; and

WHEREAS, the current owners of the Property have agreed to grant the City a temporary easement for drainage and utilities to accommodate the continued use and relocation of such facilities to be relocated to the new location provided in the plat; and

WHEREAS, the current owners of the Property shall, as part of the Gulfstream Hotel Consolidation Plat, grant the City new easements for drainage, utilities, and vehicular and pedestrian traffic as relocated through the Gulfstream Hotel Urban Mixed Use Planned Development; and

WHEREAS, the current owners of the Property have requested the City release the Easement; and

WHEREAS, pursuant to the Stipulation of Dismissal in Case No. 50-2021-ca-011313-xxxx-MB in the Circuit Court of the 15th Judicial Circuit, in and for Palm Beach County, Florida, the City Commission has considered this release of easement at a public hearing after providing 15 days' prior written notice to property owners within 200 feet of the Easement; and

WHEREAS, the City has determined that releasing the Easement serves a valid public purpose.

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

Section 1. The foregoing recitals and findings are incorporated into the Resolution as true statements.

Section 2. The City Commission of the City of Lake Worth Beach, Florida, hereby approves the Release of Easement attached hereto as Exhibit "A", contingent on the approval of the Gulfstream Hotel Consolidation Plat and the approval of the temporary easement granted by the property owner.

Section 3. The City Clerk is hereby directed to cause the Release of Easement to be recorded in the Official Records in and for the County of Palm Beach, Florida, to evidence this release. This Release of Easement shall be recorded after the recording of the temporary easement granted by the property owner.

Section 4. This Resolution shall become effective immediately upon its passage.

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

- Mayor Betty Resch
- Vice Mayor 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, MMC, City Clerk

EXHIBIT "A"

Prepared by & Return to:
Elizabeth V. Lenihan, Esq.
Torcivia, Donlon, Goddeau & Rubin, P.A.
701 Northpoint Parkway, Suite 209
West Palm Beach, Florida 33407

RELEASE OF EASEMENT

WHEREAS, the City of Lake Worth Beach, Florida, a municipal corporation whose mailing address is 7 Dixie Highway, Lake Worth Beach, Florida 33460, is the owner and holder of a Grant of Easement recorded on March 10, 1988 in Official Records Book 5598, Page 1069, of the Public Records of Palm Beach County, Florida, for the passage of vehicular and pedestrian traffic, together with the customary uses attendant thereto, including drainage and utilities (the “Easement”); and

WHEREAS, the Easement runs over, under, through, across and along property that is part of the Gulfstream Hotel (the “Property”); and

WHEREAS, the current owner of the Property is developing the surrounding property, including a relocation of the drainage and utilities that are within the Easement and redirection of vehicular and pedestrian traffic, rendering the Easement no longer necessary; and

WHEREAS, the current owner of the Property has granted the City new easements for drainage, utilities, and vehicular and pedestrian traffic, which have been approved by the City Commission on December 5, 2023, as part of the Gulfstream Hotel Consolidation Plat; and

WHEREAS, the current owner of the Property has requested the Easement be released as no longer necessary; and

NOW, THEREFORE, the City Commission has determined that it is in the best interest of the public to release and terminate the Easement described in Official Records Book 5598, Page 1069, of the Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF, the City has executed this Release of Easement as of the day and year first above written.

Signed, sealed, and delivered in the presence of:

CITY:

CITY OF LAKE WORTH BEACH, a municipal corporation of the State of Florida

ATTEST:

By: _____

By: _____

Melissa Ann Coyne, City Clerk

Betty Resch, Mayor

(City Seal)

WITNESS:

By: _____

Print Name: _____

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

Acknowledged before me by means of physical presence this ____ day of _____, 20__ by Betty Resch and Melissa Ann Coyne, as Mayor and Clerk of the City of Lake Worth Beach, Florida, a Florida municipal corporation, __ who are personally known to me or __ who have produced _____ as identification and who did not take an oath.

Notary Public

Notary Public Printed
My Commission Number:
My Commission Expires:

MAR-10-1988 08:42am 88-063436

GRANT OF EASEMENT

ORB 5598 Pg 1069

Know all men by these presents, that GULFSTREAM ASSOCIATES, LTD., a Florida limited partnership (hereinafter called "grantor"), for and in consideration of the sum of ten dollars (\$10.00) or other good and valuable consideration, the receipt of which is hereby acknowledged and confessed, has granted, sold and conveyed, and by these presents does grant, sell and convey, unto the CITY OF LAKE WORTH, FLORIDA, a municipal corporation, an easement for the passage of vehicular and pedestrian traffic, together with the customary uses attendant thereto, including drainage and utilities, over, under, through, across and along all that certain real property described as follows:

That certain 10 foot wide strip of land lying west of and adjacent to the following described parcel:

Lots 9, 10, 11 and the northerly 24.50 feet of Lot 12, Block 33, THE PALM BEACH FARMS COMPANY PLAT NO. 2, LUCERNE TOWNSITE (now known as Lake Worth), according to the Plat thereof as recorded in Plat Book 2, Pages 29 through 40, of the Public Records of Palm Beach County, Florida, said land lying in the Lucerne Townsite, Palm Beach County, Florida,

to have and to hold the same, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said CITY OF LAKE WORTH, its licensees, agents, successors and assigns forever. It is expressly understood that in the event the City, its successors or assigns abandon or vacate the easement herein granted, that the same shall revert back to grantor, its successors or assigns; provided, however, that no such abandonment or vacation by the City shall be effective until after the City Commission has held a public hearing, to hear and consider objections to and protests against the proposed abandonment or vacation, following at least fifteen (15) days' notice of the time, place and object of such hearing mailed to all persons whose names appear on the then-current tax rolls who own land lying within two hundred feet (200') from the perimeters of the land subject to the easement.

Grantor shall be responsible for normal maintenance of the property subject to this easement. Furthermore, if at any time during the term of this easement, the alley on said property is constructed of material other than the then standard material for City streets, grantor shall replace or repair, at its own expense and as soon as practicable, any damage to the base and/or surface of the alley. Grantor shall not commence any construction on the property subject to this easement without first obtaining the City's approval, which approval shall not be unreasonably withheld.

Each and every covenant contained herein shall run with the land, and this document shall be recorded in the Public Records of Palm Beach County, Florida.

88-063436
Con 10.00 Doc .50
JOHN B DUNKLE, CLERK - PB COUNTY, FL

PLEASE RECORD AND RETURN TO:

✓
CITY OF LAKE WORTH
OFFICE OF CITY CLERK
CITY HALL
LAKE WORTH, FLORIDA
33460

Pg. 2 GRANT OF EASEMENT

Witnesses:

[Signature]
[Signature]

Grantor:

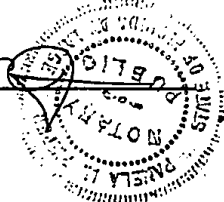
GULFSTREAM ASSOCIATES, LTD.

By [Signature]
[Signature]

STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS

✓ The foregoing instrument was acknowledged before me this 2ND day of OCT, 1986, By STEPHAN N. ALEX, Name GENERAL PARTNER on behalf of GULFSTREAM ASSOCIATES, LTD., a Title Florida limited partnership.

[Signature]
Notary Public
State of Florida



My commission expires:

Notary Public, State of Florida
My Commission Expires June 1, 1987

ACCEPTANCE

The CITY OF LAKE WORTH, FLORIDA, a municipal corporation, does hereby accept the foregoing grant and easement and the terms and conditions thereof.

In witness whereof, the CITY OF LAKE WORTH has caused this acceptance to be executed this 6th day of October, 1986.

CITY OF LAKE WORTH

By [Signature]
Mayor

ATTEST:

[Signature]
City Clerk



This instrument prepared by:

John B. Waddell, Esquire
101 North "J" Street
Lake Worth, Florida 33460

Courtesy Notice

PLEASE TAKE NOTICE that the City of Lake Worth Beach's City Commission will conduct a public hearing at 7 N Dixie Highway, Lake Worth Beach on **December 5, 2023 at 6:00 pm** or soon thereafter to consider Resolution 49-2023 on adoption.

RESOLUTION 49-2023 – A RESOLUTION OF THE CITY OF LAKE WORTH BEACH, FLORIDA, APPROVING A RELEASE OF EASEMENT LOCATED BETWEEN THE PROPERTIES AT 1 LAKE AVENUE AND 11 LAKE AVENUE, 12 S LAKESIDE DRIVE, AND 14 S LAKESIDE DRIVE; AND PROVIDING FOR RECORDING AND AN EFFECTIVE DATE.

The public can view the meeting via YouTube at <https://www.youtube.com/c/CityofLakeWorthBeach>. The agenda and back-up materials are available at <https://lakeworthbeachfl.gov/government/advisory-board-agendas-and-minutes/>

Public comment will be accommodated in-person at the meeting, or virtually prior to the meeting through the web portal: <https://lakeworthbeachfl.gov/virtual-meetings/> If you are unable to access the web portal, please email cityclerk@lakeworthbeachfl.gov for a comment to be read into the record by a staff member. Written responses or comments can be sent to the City Clerk's office at 7 N. Dixie Highway Lake Worth Beach, FL 33460 and must arrive before the hearing date to be included in the formal record.

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 (FS 286.0105). In accordance with the provisions of the American with Disabilities Act (ADA) this document may be requested in an alternative format. Persons in need of special accommodation to participate in this proceeding are entitled to the provision of certain assistance. Please call 561-586-1662 or email cityclerk@lakeworthbeachfl.gov no later than five (5) days before the hearing if this assistance is required.

Sherie Coale
Planning Zoning and Historic Preservation
Ph: 561.586.1687
PO 193191

Legal Notice

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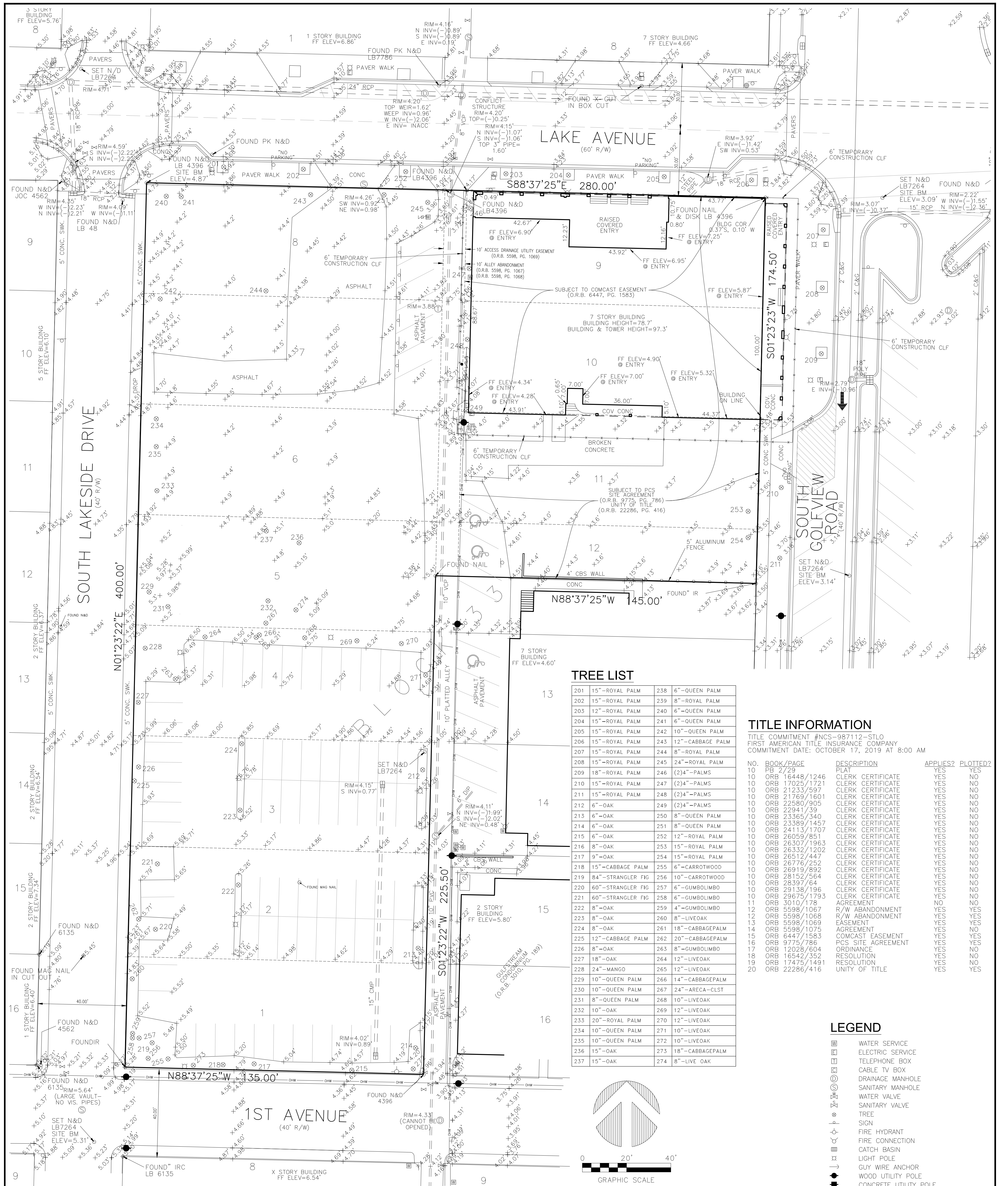
RESOLUTION 49-2023 – A RESOLUTION OF THE CITY OF LAKE WORTH BEACH, FLORIDA, APPROVING A RELEASE OF EASEMENT LOCATED BETWEEN THE PROPERTIES AT 1 LAKE AVENUE AND 11 LAKE AVENUE, 12 S LAKESIDE DRIVE, AND 14 S LAKESIDE DRIVE; AND PROVIDING FOR RECORDING AND AN EFFECTIVE DATE.

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PO 193191



TREE LIST

201	15"-ROYAL PALM	238	6"-QUEEN PALM
202	15"-ROYAL PALM	239	8"-ROYAL PALM
203	12"-ROYAL PALM	240	6"-QUEEN PALM
204	15"-ROYAL PALM	241	6"-QUEEN PALM
205	15"-ROYAL PALM	242	10"-QUEEN PALM
206	15"-ROYAL PALM	243	12"-CABBAGE PALM
207	15"-ROYAL PALM	244	8"-ROYAL PALM
208	15"-ROYAL PALM	245	24"-ROYAL PALM
209	18"-ROYAL PALM	246	(2)4"-PALMS
210	15"-ROYAL PALM	247	(2)4"-PALMS
211	15"-ROYAL PALM	248	(2)4"-PALMS
212	6"-OAK	249	(2)4"-PALMS
213	6"-OAK	250	8"-QUEEN PALM
214	6"-OAK	251	8"-QUEEN PALM
215	6"-OAK	252	12"-ROYAL PALM
216	8"-OAK	253	15"-ROYAL PALM
217	9"-OAK	254	15"-ROYAL PALM
218	15"-CABBAGE PALM	255	6"-CARROTWOOD
219	84"-STRANGLER FIG	256	10"-CARROTWOOD
220	60"-STRANGLER FIG	257	6"-GUMBOLIMBO
221	60"-STRANGLER FIG	258	6"-GUMBOLIMBO
222	8"-OAK	259	4"-GUMBOLIMBO
223	8"-OAK	260	8"-LIVEOAK
224	8"-OAK	261	18"-CABBAGEPALM
225	12"-CABBAGE PALM	262	20"-CABBAGEPALM
226	8"-OAK	263	8"-GUMBOLIMBO
227	18"-OAK	264	12"-LIVEOAK
228	24"-MANGO	265	12"-LIVEOAK
229	10"-QUEEN PALM	266	14"-CABBAGEPALM
230	10"-QUEEN PALM	267	24"-ARECA-CLST
231	8"-QUEEN PALM	268	10"-LIVEOAK
232	10"-OAK	269	12"-LIVEOAK
233	20"-ROYAL PALM	270	12"-LIVEOAK
234	10"-QUEEN PALM	271	10"-LIVEOAK
235	10"-QUEEN PALM	272	10"-LIVEOAK
236	15"-OAK	273	18"-CABBAGEPALM
237	15"-OAK	274	8"-LIVE OAK

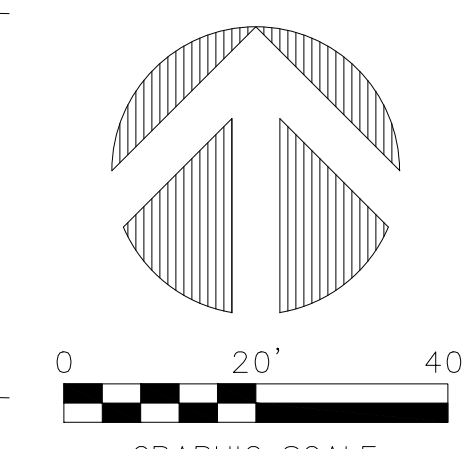
TITLE INFORMATION

TITLE COMMITMENT #NCS-987112-STLO
FIRST AMERICAN TITLE INSURANCE COMPANY
COMMITMENT DATE: OCTOBER 17, 2019 AT 8:00 AM

NO.	BOOK/PAGE	DESCRIPTION	APPLIES?	PLOTTED?
10	PB 2/29	PLAT	YES	YES
10	ORB 16448/1246	CLERK CERTIFICATE	YES	NO
10	ORB 17025/1721	CLERK CERTIFICATE	YES	NO
10	ORB 21233/597	CLERK CERTIFICATE	YES	NO
10	ORB 21769/1601	CLERK CERTIFICATE	YES	NO
10	ORB 22580/905	CLERK CERTIFICATE	YES	NO
10	ORB 22941/39	CLERK CERTIFICATE	YES	NO
10	ORB 23365/340	CLERK CERTIFICATE	YES	NO
10	ORB 23389/1457	CLERK CERTIFICATE	YES	NO
10	ORB 24113/1707	CLERK CERTIFICATE	YES	NO
10	ORB 26058/851	CLERK CERTIFICATE	YES	NO
10	ORB 26307/1963	CLERK CERTIFICATE	YES	NO
10	ORB 26332/1202	CLERK CERTIFICATE	YES	NO
10	ORB 26512/447	CLERK CERTIFICATE	YES	NO
10	ORB 26776/252	CLERK CERTIFICATE	YES	NO
10	ORB 26919/892	CLERK CERTIFICATE	YES	NO
10	ORB 28152/564	CLERK CERTIFICATE	YES	NO
10	ORB 28397/64	CLERK CERTIFICATE	YES	NO
10	ORB 29138/196	CLERK CERTIFICATE	YES	NO
10	ORB 29675/1793	CLERK CERTIFICATE	YES	NO
11	ORB 3010/178	AGREEMENT	NO	NO
12	ORB 5598/1067	R/W ABANDONMENT	YES	YES
12	ORB 5598/1068	R/W ABANDONMENT	YES	YES
13	ORB 5598/1069	EASEMENT	YES	YES
14	ORB 5598/1075	AGREEMENT	YES	NO
15	ORB 6447/1583	COMCAST EASEMENT	YES	YES
16	ORB 9775/786	PCS SITE AGREEMENT	YES	YES
17	ORB 12028/604	ORDINANCE	YES	NO
18	ORB 6542/352	RESOLUTION	YES	NO
19	ORB 17475/1491	RESOLUTION	YES	NO
20	ORB 22286/416	UNITY OF TITLE	YES	YES

LEGEND

	WATER SERVICE
	ELECTRIC SERVICE
	TELEPHONE BOX
	CABLE TV BOX
	DRAINAGE MANHOLE
	SAINITARY MANHOLE
	WATER VALVE
	SANITARY VALVE
	TREE
	SIGN
	FIRE HYDRANT
	FIRE CONNECTION
	CATCH BASIN
	LIGHT POLE
	GUY WIRE ANCHOR
	WOOD UTILITY POLE
	CONCRETE UTILITY POLE
	CLEAN OUT
	CENTERLINE
	BACKFLOW PREVENTER
	OVERHEAD WIRES
	FENCE
	EXISTING ELEVATION



LEGAL DESCRIPTION

PARCEL 1
LOTS 9, 10, 11 AND THE NORTHERLY 24.50 FEET OF LOT 12, BLOCK 33, "THE PALM BEACH FARMS CO. PLAT NO.2, LUCERNE TOWNSITE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 29 THROUGH 40, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID LAND LYING IN THE LUCERNE TOWNSITE, PALM BEACH COUNTY, FLORIDA.

AND

LOTS 7 AND 8, BLOCK 33, "THE PALM BEACH FARMS CO. PLAT NO.2, LUCERNE TOWNSITE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 29 THROUGH 40, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID LAND LYING IN THE LUCERNE TOWNSITE, PALM BEACH COUNTY, FLORIDA.

AND

LOTS 1 THROUGH 6, BLOCK 33, "THE PALM BEACH FARMS CO. PLAT NO.2, LUCERNE TOWNSITE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 29 THROUGH 40, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID LAND LYING IN THE LUCERNE TOWNSITE, PALM BEACH COUNTY, FLORIDA.

AND

PARCEL 2
THAT CERTAIN 10 FOOT WIDE STRIP OF LAND LYING WEST OF AND ADJACENT TO THE FOLLOWING DESCRIBED PARCEL:

LOTS 9, 10, 11 AND THE NORTHERLY 24.50 FEET OF LOT 12, BLOCK 33, "THE PALM BEACH FARMS CO. PLAT NO.2, LUCERNE TOWNSITE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 29 THROUGH 40, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID LAND LYING IN THE LUCERNE TOWNSITE, PALM BEACH COUNTY, FLORIDA.

NOTES

- REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- TITLE INFORMATION IS SHOWN ON THIS PAGE.
- BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF SAID BLOCK 33 HAVING A GRID BEARING OF SOUTH 88°37'25" EAST, ACCORDING TO OBSERVATIONS OF PALM BEACH COUNTY CONTROL MONUMENTS "GROVER" AND "TL SCOTT".
- ELEVATIONS SHOWN HEREON ARE BASED ON PALM BEACH COUNTY BENCHMARK "K 402", HAVING AN ELEVATION OF 15.699 NAVD 1988. ALL ELEVATIONS SHOWN HEREON ARE RELATIVE TO NAVD 1988, UNLESS NOTED OTHERWISE.
- SURVEYED PROPERTY CONTAINS 79,302 SQUARE FEET, MORE OR LESS.
- FLOOD INFORMATION IS AS FOLLOWS:
COMMUNITY NUMBER : 120213
PANEL NUMBER : 0781F
DATE OF FIRM INDEX : 10-05-2017
ZONE : AE
BASE FLOOD ELEVATION : 6.0'

ABBREVIATIONS

L	=	ARC LENGTH
ASPH	=	ASPHALT
(C)	=	CALCULATED
C&G	=	CURB & GUTTER
CB	=	CATCH BASIN
C.L.F.	=	CHAIN LINK FENCE
CONC.	=	CONCRETE
COR	=	CORNER
D	=	DELTA (CENTRAL ANGLE)
(D)	=	DEED
D.E.	=	DRAINAGE EASEMENT
I.P.	=	IRON PIPE
I.R.	=	IRON ROD
I.R.C.	=	IRON ROD & CAP
L.M.E.	=	LAKE MAINTENANCE EASEMENT
MON.	=	MONUMENT
N/D	=	NAIL AND DISC
O.R.B.	=	OFFICIAL RECORD BOOK
P.B.	=	PLAT BOOK
P.B.C.R.	=	PALM BEACH COUNTY RECORDS
P.G.	=	PAGE
P.O.B.	=	POINT OF BEGINNING
P.O.C.	=	POINT OF COMMENCEMENT
P.S.M.	=	PROFESSIONAL SURVEYOR & MAPPER
R	=	RADIUS
R/W	=	RIGHT-OF-WAY
TYP.	=	TYPICAL
U.E.	=	UTILITY EASEMENT
WM	=	WATER METER
WPP	=	WOOD POWER POLE

SURVEYOR'S CERTIFICATION

TO: FIRST AMERICAN TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1,2,3,4,7A, 8, 9, 10, 11,13,14,16,17, 18 OF TABLE A THEREOF.

THE FIELD WORK WAS COMPLETED ON FEBRUARY 25, 2022

JEFF S HODAPP
SURVEYOR AND MAPPER
FLORIDA LICENSE NO LSS1111

PERIMETER
SURVEYING & MAPPING
Certificate of Authorization No. LB7264
947 Clint Moore Road
Boca Raton, FL 33487
Tel: (561) 241-9988
Fax: (561) 241-5182

**GULFSTREAM HOTEL
ALTA/NSPS
LAND TITLE SURVEY**

NO.	DATE	BY	CHK'D	REVISION
1	06/12/2015	JSH	JKD	ORIGINAL SURVEY
2	12/19/2019	AJR	JSH	UPDATE SURVEY
3	02/25/2022	AJR	JSH	UPDATE SURVEY

Jeff S Hodapp
Digitally signed by Jeff S Hodapp
Date: 2022.03.02 15:38:18
SEAL 05'00"

JOB NO. 15132
SCALE 1"=20'
DRAWN AJR
CHECKED JSH
SHEET 1 of 1

STAFF REPORT REGULAR MEETING

AGENDA DATE: December 5, 2023

DEPARTMENT: Community Sustainability

TITLE:

Consideration of a Proposed Plat for the Seven (7) Parcels Associated with the Gulfstream Hotel Project

SUMMARY:

A new plat is proposed to consolidate all of the parcels associated with the historic Gulfstream Hotel project. There are seven (7) parcels with one being east of the former alley where the historic hotel is located and six (6) lying west of the former alley that are all vacant. The proposed plat includes the creation of two (2) parcels: one for the historic hotel and one of the proposed new addition. The two (2) parcels will be owned by the same umbrella ownership entity, but two separate parcels are recommended to allow for easier administration of historic tax credits and CRA property tax rebates

BACKGROUND AND JUSTIFICATION:

In June of 2022, the City Commission provided the final approval of the ordinance creating an Urban Mixed Use Planned Development to facilitate the renovation of the historic Gulfstream Hotel and an eight (8) story addition to the west on vacant parcels. One requirement of the entitlement approval was the creation of new plat consolidating the seven (7) parcels associated with project. Provided for consideration and approval is a proposed plat creating two new parcels including all required access/ingress/egress and utility easements. The plat provides two (2) parcels, which will be owned by the same umbrella entity, that facilitates a clear demarcation for taxing purposes between the historic renovation of the existing hotel to the east and the new addition to the west.

At its meeting of November 8, 2023, the Historic Resources Preservation Board (HRPB) reviewed the proposed plat and provided a recommendation of approval with a 6-0 unanimous vote including all conditions as included in the HRPB Staff Report. Prior to submission to the HRPB, the proposed plat was reviewed by the Site Plan Review Committee, including both the Electric Utility and Water/Sewer Utility as well as Public Works. The City Attorney's Office also reviewed the proposed plat. All required easements for new means of access/ingress/egress and utility easements for newly relocated water and sewer lines as well as underground electrical service. Lastly, the plat clears the northern portion of the former abandoned alley between the historic hotel parcel and those vacant parcels to the west for use in the construction of the western addition and hyphen between the old, historic and new portions of the project.

MOTION:

Move to approve/disapprove proposed plat for the Gulfstream Hotel Project including locations of access/ingress/egress and utility easements

ATTACHMENT(S):

Fiscal Impact Analysis – N/A
Proposed Plat
HRPB Staff Report
Survey

GULFSTREAM HOTEL CONSOLIDATION PLAT

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 AND THE NORTHERLY 24.50 FEET OF LOT 12, BLOCK 33, TOGETHER WITH THAT CERTAIN 10 FOOT WIDE STRIP OF LAND LYING WEST OF AND ADJACENT TO SAID LOTS 9, 10, 11 AND THE NORTHERLY 24.50 FEET OF LOT 12, BLOCK 33, ALL OF "THE PALM BEACH FARMS CO. PLAT NO.2, LUCERNE TOWNSITE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 29 THROUGH 40, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 27, TOWNSHIP 44 SOUTH, RANGE 43 EAST, CITY OF LAKE WORTH BEACH, PALM BEACH COUNTY, FLORIDA.

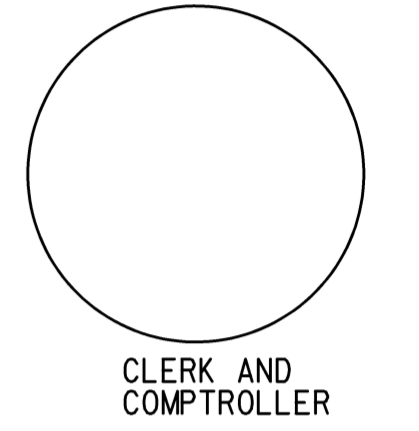
STATE OF FLORIDA
 COUNTY OF PALM BEACH

THIS PLAT WAS FILED FOR RECORD AT _____ THIS _____ DAY OF _____, 2023, AND DULY RECORDED IN PLAT BOOK _____ ON PAGES _____ THROUGH _____

JOSEPH ABRUZZO, CLERK AND COMPTROLLER

BY: _____ DC

SHEET 1 OF 2



DEDICATION AND RESERVATION

KNOW ALL MEN BY THESE PRESENTS THAT HH GULFSTREAM LAND HOLDINGS LLC, A DELAWARE LIMITED LIABILITY COMPANY, OWNER OF THE LAND SHOWN HEREON AS GULFSTREAM HOTEL CONSOLIDATION PLAT, BEING A REPLAT OF LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 AND THE NORTHERLY 24.50 FEET OF LOT 12, BLOCK 33, TOGETHER WITH THAT CERTAIN 10 FOOT WIDE STRIP OF LAND LYING WEST OF AND ADJACENT TO SAID LOTS 9, 10, 11 AND THE NORTHERLY 24.50 FEET OF LOT 12, BLOCK 33, ALL OF "THE PALM BEACH FARMS CO. PLAT NO. 2, LUCERNE TOWNSITE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 29 THROUGH 40, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 27, TOWNSHIP 44 SOUTH, RANGE 43 EAST, CITY OF LAKE WORTH BEACH, PALM BEACH COUNTY, FLORIDA.

SAID LANDS CONTAIN 79302 SQUARE FEET (1.821 ACRES), MORE OR LESS.

HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON AND DO HEREBY DEDICATE AS FOLLOWS:

1. THE "INGRESS-EGRESS EASEMENT" SHOWN HEREON IS HEREBY DEDICATED TO THE CITY OF LAKE WORTH BEACH, FOR PURPOSES OF PUBLIC PEDESTRIAN AND VEHICULAR SURFACE ACCESS PURPOSES AND SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF THE FEE OWNER OF PARCEL 1, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF LAKE WORTH BEACH, FLORIDA; THE FOREGOING SHALL NOT PROHIBIT RECOURSE BY THE FEE OWNER OF PARCEL 1 AGAINST THIRD PARTIES THAT CAUSE DAMAGE TO THE INGRESS-EGRESS EASEMENT.
2. THE "UTILITY EASEMENTS" AS SHOWN HEREON, ARE NONEXCLUSIVE EASEMENTS AND ARE HEREBY DEDICATED IN PERPETUITY TO THE PUBLIC FOR THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR, EXPANSION AND REPLACEMENT OF UTILITIES, BOTH PUBLIC AND PRIVATE, INCLUDING, BUT NOT LIMITED TO, POTABLE WATER PIPELINES, RAW WATER PIPELINES, WASTEWATER PIPELINES, RECLAIMED WATER PIPELINES, ELECTRIC POWER LINES, TELECOMMUNICATIONS LINES, CABLE TELEVISION LINES, GAS LINES, AND RELATED APPURTENANCES. ALL ELECTRIC POWER LINES, TELECOMMUNICATIONS LINES, AND CABLE TELEVISION LINES SHALL BE BELOW INSTALLATIONS FOR WATER, EXFILTRATION, WASTEWATER, AND GAS LINES, AT A DEPTH OF APPROXIMATELY 6 FEET. EACH UTILITY SHALL BE LOCATED WITHIN THE UTILITY EASEMENT IN ACCORDANCE WITH A PERMIT FROM THE CITY OF LAKE WORTH BEACH. THE INSTALLATION OF CABLE TELEVISION SYSTEMS OR OTHER PRIVATE UTILITIES SHALL NOT INTERFERE WITH THE CONSTRUCTION AND MAINTENANCE OF OTHER UTILITIES. IN THE EVENT A CABLE TELEVISION COMPANY OR OTHER PRIVATE UTILITY DAMAGES THE FACILITIES OF ANOTHER UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.
3. THE "ELECTRICITY DISTRIBUTION FACILITY EASEMENT" AS SHOWN HEREON IS A NONEXCLUSIVE, PERPETUAL EASEMENT HEREBY DEDICATED TO THE CITY OF LAKE WORTH BEACH FOR THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR, EXPANSION, AND REPLACEMENT OF ELECTRICITY DISTRIBUTION AND RELATED FACILITIES TO BE INSTALLED THEREIN TO SERVE PARCELS 1 AND 2, TO BE HELD IN PERPETUITY (INCLUDING THE RIGHT OF ACCESS THROUGH THE ADJACENT UTILITY EASEMENT AND INGRESS-EGRESS EASEMENT GRANTED ON THIS PLAT).
4. THE "TRANSFORMER 1 EASEMENT" AS SHOWN HEREON IS A NONEXCLUSIVE, PERPETUAL EASEMENT HEREBY DEDICATED TO THE CITY OF LAKE WORTH BEACH FOR THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR, EXPANSION, AND REPLACEMENT OF A TRANSFORMER AND RELATED FACILITIES TO BE INSTALLED THEREON TO SERVE PARCEL 1 AND FOR ACCESS TO THE GROUND FLOOR OF THE BUILDING (SUBJECT TO PARCEL 1 OWNER'S REASONABLE SAFETY AND SECURITY REQUIREMENTS, PROVIDED THAT THE CITY AND ITS CONTRACTORS AND AGENTS SHALL AT ALL TIMES HAVE 24-HOUR, 365-DAY ACCESS TO THE TRANSFORMER AND RELATED FACILITIES).
5. THE "TRANSFORMER 2 EASEMENT" AS SHOWN HEREON IS A NONEXCLUSIVE, PERPETUAL EASEMENT HEREBY DEDICATED TO THE CITY OF LAKE WORTH BEACH FOR THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR, EXPANSION, AND REPLACEMENT OF A TRANSFORMER AND RELATED FACILITIES TO BE INSTALLED THEREIN TO SERVE PARCEL 2 AND FOR ACCESS TO THE SECOND FLOOR OF THE PARKING GARAGE (SUBJECT TO PARCEL 2 OWNER'S REASONABLE SAFETY AND SECURITY REQUIREMENTS PROVIDED THAT THE CITY AND ITS CONTRACTORS AND AGENTS SHALL AT ALL TIMES HAVE 24-HOUR, 365-DAY ACCESS TO THE TRANSFORMER AND RELATED FACILITIES).

IN WITNESS WHEREOF, THE ABOVE-NAMED LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS MANAGER, AND ITS CORPORATE SEAL TO BE AFFIXED HERETO BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS, THIS _____ DAY OF _____, 2023.

HH GULFSTREAM LAND HOLDINGS LLC,
 A DELAWARE LIMITED LIABILITY COMPANY,

WITNESS: _____ BY: _____
 PRINT NAME
 WITNESS: _____
 PRINT NAME:

ACKNOWLEDGEMENT

STATE OF FLORIDA) SS
 COUNTY OF PALM BEACH)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF PHYSICAL PRESENCE OR ONLINE NOTARIZATION, THIS _____ DAY OF _____, 2023, BY _____ AS _____ OF HH GULFSTREAM LAND HOLDINGS LLC, A DELAWARE LIMITED LIABILITY COMPANY, ON BEHALF OF THE COMPANY, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____, AS IDENTIFICATION.

MY COMMISSION EXPIRES: _____, NOTARY PUBLIC

MORTGAGEE'S JOINDER AND CONSENT

STATE OF FLORIDA) SS
 COUNTY OF _____)

THE UNDERSIGNED HEREBY CERTIFIES THAT IT IS THE HOLDER OF A MORTGAGE, UPON THE PROPERTY DESCRIBED HEREON AND DOES HEREBY JOIN IN AND CONSENT TO THE DEDICATION OF THE LAND DESCRIBED IN SAID DEDICATION HEREON BY THE OWNER THEREOF AND AGREES THAT ITS MORTGAGE WHICH IS RECORDED IN OFFICIAL RECORD BOOK 26793 AT PAGE 1346 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AS MODIFIED IN OFFICIAL RECORDS BOOK 29333 AT PAGE 1781 OF SAID PUBLIC RECORDS AND ASSIGNED IN OFFICIAL RECORDS BOOK 29765 AT PAGE 154 OF SAID PUBLIC RECORDS SHALL BE SUBORDINATED TO THE DEDICATION SHOWN HEREON.

IN WITNESS WHEREOF, THE SAID COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS MANAGER AND ITS COMPANY SEAL TO BE AFFIXED HEREOF BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS THIS _____ DAY OF _____, 2023.

SOUTH FLORIDA FINANCING II, LLC,
 A FLORIDA LIMITED LIABILITY COMPANY

WITNESS: _____ BY: _____
 PRINT NAME WILLIAM H. MILMOE
 MANAGER
 WITNESS: _____
 PRINT NAME

ACKNOWLEDGEMENT

STATE OF FLORIDA) SS
 COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF PHYSICAL PRESENCE OR ONLINE NOTARIZATION, THIS _____ DAY OF _____, 2023, BY WILLIAM H. MILMOE AS MANAGER FOR SOUTH FLORIDA FINANCING II, LLC., ON BEHALF OF THE LIMITED LIABILITY COMPANY, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____, AS IDENTIFICATION.

MY COMMISSION EXPIRES: _____, NOTARY PUBLIC

CITY APPROVAL
 CITY OF LAKE WORTH BEACH, FLORIDA,
 A MUNICIPAL CORPORATION

STATE OF FLORIDA) SS
 COUNTY OF PALM BEACH)

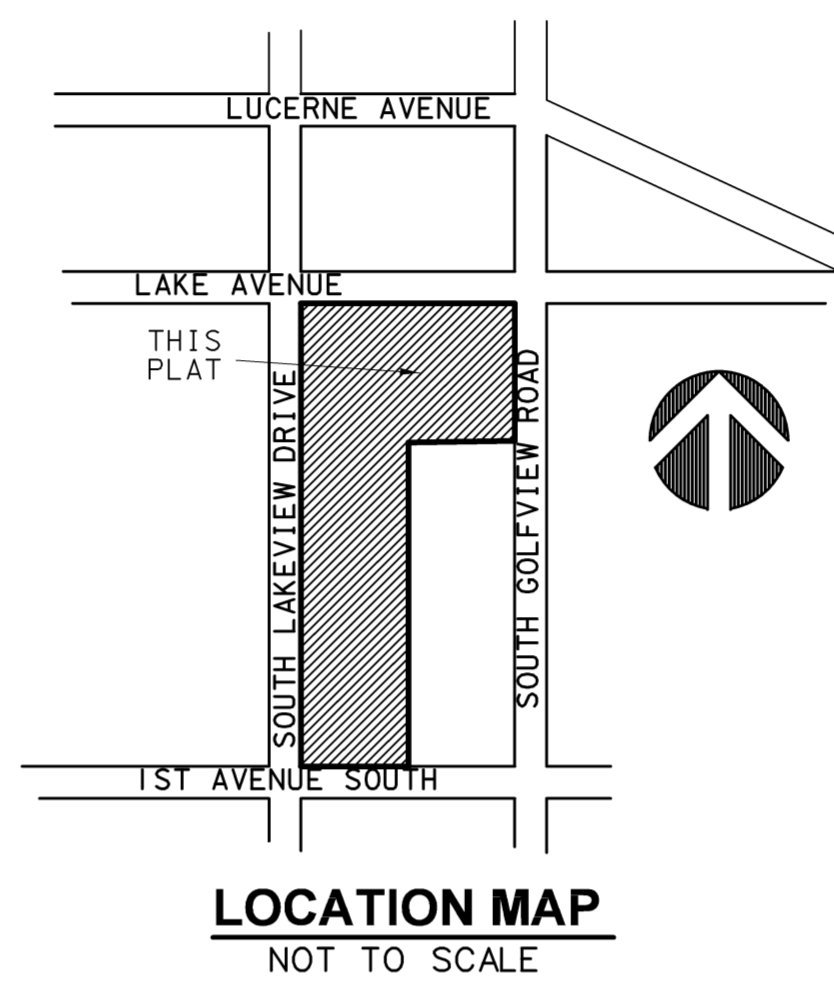
THIS PLAT, AS SHOWN HEREON HAS BEEN APPROVED FOR RECORD THIS _____ DAY OF _____, 2023.

BY: BETTY RESCH, MAYOR BY: CARMEN Y DAVIS, CITY MANAGER
 BY: MELISSA ANN COYNE, CITY CLERK
 BY: ROBERT D'ARINZO, HISTORIC RESOURCES PRESERVATION BOARD CHAIRMAN BY: VAUGHN HAYDUK, P.E. CITY ENGINEER

REVIEWING SURVEYOR & MAPPER'S CERTIFICATE

THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO CHAPTER 177.081, FLORIDA STATUTES. THIS REVIEW DOES NOT INCLUDE THE VERIFICATION OF GEOMETRIC DATA OR FIELD VERIFICATION OF THE PERMANENT REFERENCE MONUMENTS.

DATE _____ BY: DAVID A. BOWER
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. LS5888



TITLE CERTIFICATION

STATE OF FLORIDA)
 COUNTY OF PALM BEACH) SS

I, MICHELLE DEROSA, A DULY LICENSED ATTORNEY IN THE STATE OF FLORIDA DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE TO THE HEREON DESCRIBED PROPERTY; THAT I FIND THE TITLE TO THE PROPERTY IS VESTED IN HH GULFSTREAM LAND HOLDINGS LLC, A DELAWARE LIMITED LIABILITY COMPANY, THAT THE CURRENT TAXES HAVE BEEN PAID; AND THAT ALL PALM BEACH COUNTY SPECIAL ASSESSMENT ITEMS, AND ALL OTHER ITEMS HELD AGAINST SAID LANDS HAVE BEEN SATISFIED; THAT ALL MORTGAGES NOT SATISFIED OR RELEASED OF RECORD NOT OTHERWISE TERMINATED BY LAW ARE SHOWN HEREON; AND THAT THERE ARE ENCUMBRANCES OF RECORD BUT THOSE ENCUMBRANCES DO NOT PROHIBIT THE CREATION OF THE SUBDIVISION DEPICTED BY THIS PLAT.

BY: MICHELLE DEROSA DATE: _____
 ATTORNEY AT LAW
 LICENSED IN FLORIDA
 MEMBER OF THE FLORIDA BAR
 FLORIDA BAR NUMBER 0084867

SURVEYOR AND MAPPER'S NOTES:

01. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF SAID BLOCK 33 HAVING A GRID BEARING OF SOUTH 88°37'25" EAST, ACCORDING TO OBSERVATIONS OF PALM BEACH COUNTY CONTROL MONUMENTS "GROVER" AND "TL SCOTT".
02. NO BUILDINGS OR ANY KIND OF CONSTRUCTION OR TREES OR SHRUBS SHALL BE PLACED ON ANY EASEMENT WITHOUT WRITTEN CONSENT OF ALL EASEMENT BENEFICIARIES AND ALL APPLICABLE COUNTY APPROVALS OR PERMITS AS REQUIRED FOR SUCH ENCROACHMENTS.
03. IN THOSE CASES WHERE EASEMENTS OF DIFFERENT TYPES CROSS OR OTHERWISE COINCIDE, DRAINAGE EASEMENTS SHALL HAVE FIRST PRIORITY, UTILITY EASEMENTS SHALL HAVE SECOND PRIORITY, ACCESS EASEMENTS SHALL HAVE THIRD PRIORITY, AND ALL OTHER EASEMENTS SHALL BE SUBORDINATE TO THESE WITH THEIR PRIORITIES DETERMINED BY USE OF RIGHTS GRANTED.
04. ALL LINES INTERSECTING CIRCULAR CURVES ARE NON-RADIAL UNLESS OTHERWISE NOTED.
05. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
06. ALL DISTANCES SHOWN ARE GROUND DISTANCES. UNITS-US SURVEY FOOT.

SURVEYOR & MAPPER'S CERTIFICATE

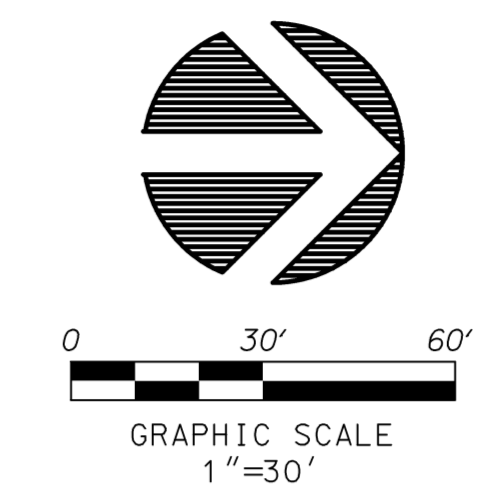
THIS IS TO CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PERMANENT REFERENCE MONUMENTS ("P.R.M.S.") AND MONUMENTS ACCORDING TO SEC. 177.091(9), F.S., HAVE BEEN PLACED AS REQUIRED BY LAW, AND, FURTHER, THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS AMENDED, AND THE ORDINANCES OF PALM BEACH COUNTY, FLORIDA.

JEFF S. HODAPP, P.S.M. DATE: _____
 LICENSE NO. LS5111
 STATE OF FLORIDA
 PERIMETER SURVEYING & MAPPING, INC.
 947 CLINT MOORE ROAD
 BOCA RATON, FL 33487
 CERTIFICATION OF AUTHORIZATION NO. LB7264

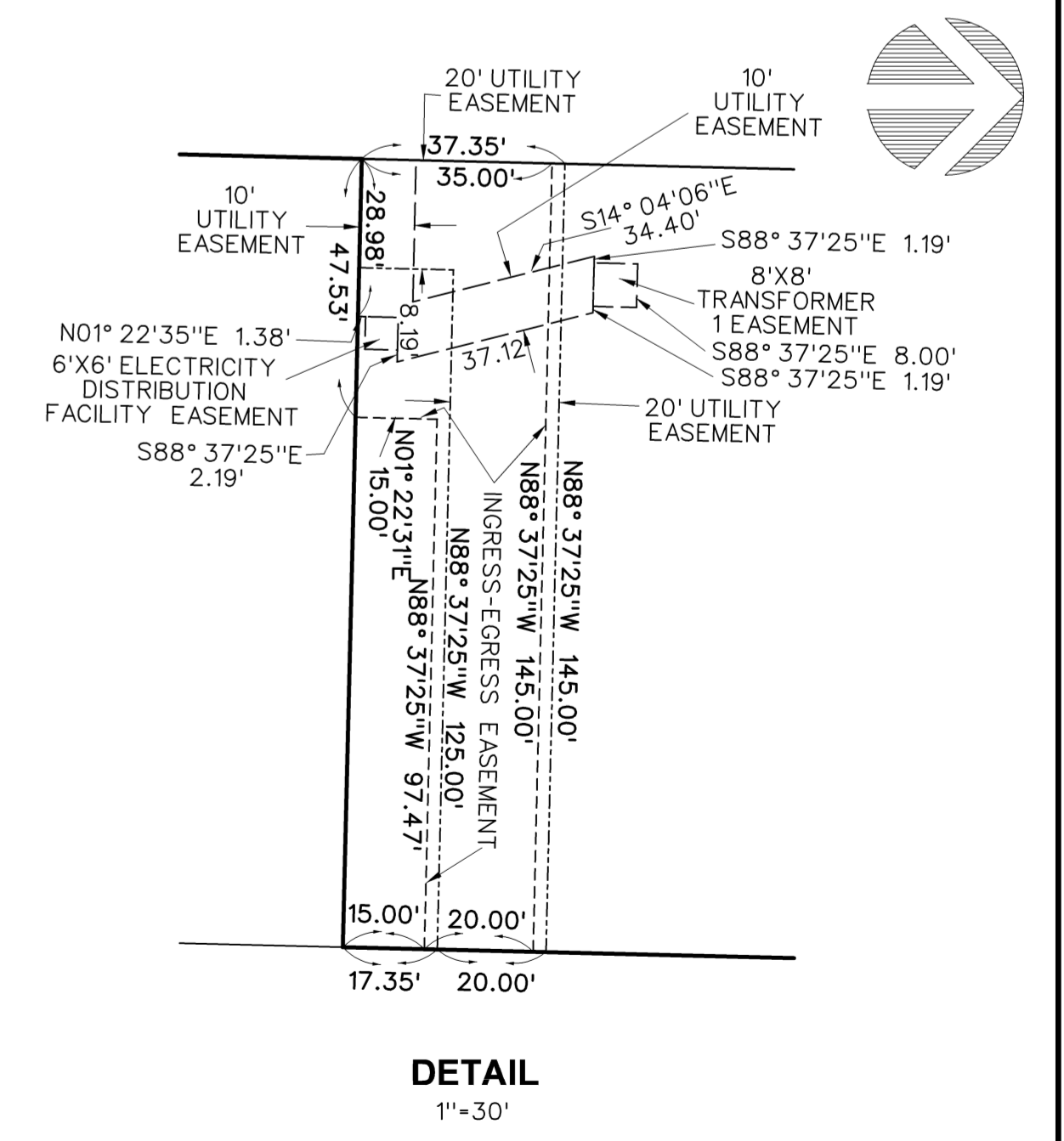
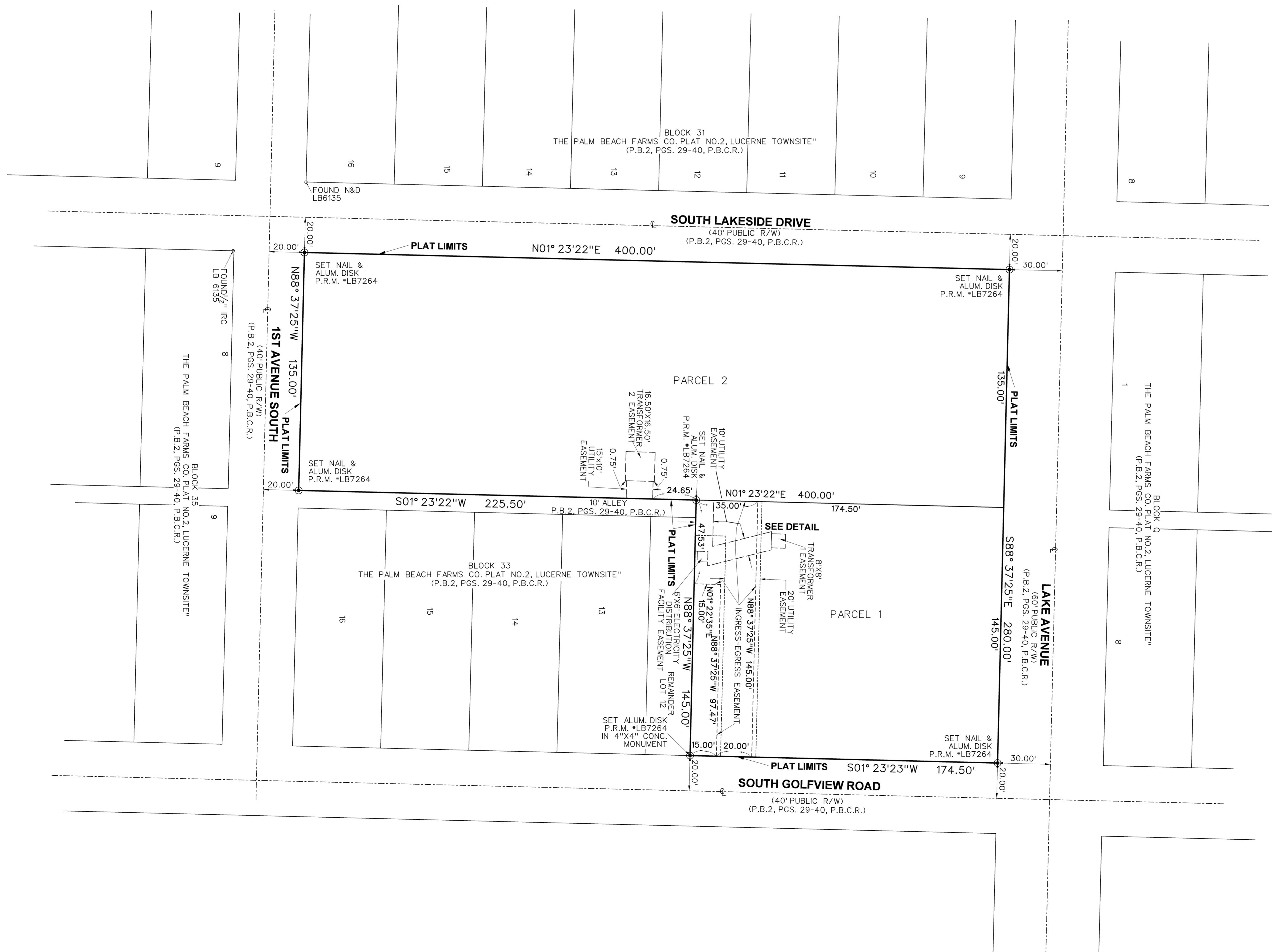
HH GULFSTREAM LAND HOLDINGS LLC	SOUTH FLORIDA FINANCING II, LLC,	CITY OF LAKE WORTH BEACH	REVIEWING SURVEYOR	SURVEYOR

GULFSTREAM HOTEL CONSOLIDATION PLAT

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 AND THE NORTHERLY 24.50 FEET OF LOT 12, BLOCK 33, TOGETHER WITH THAT CERTAIN 10 FOOT WIDE STRIP OF LAND LYING WEST OF AND ADJACENT TO SAID LOTS 9, 10, 11 AND THE NORTHERLY 24.50 FEET OF LOT 12, BLOCK 33, ALL OF "THE PALM BEACH FARMS CO. PLAT NO.2, LUCERNE TOWNSITE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 29 THROUGH 40, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 27, TOWNSHIP 44 SOUTH, RANGE 43 EAST, CITY OF LAKE WORTH BEACH, PALM BEACH COUNTY, FLORIDA.



- LEGEND:**
- SET P.R.M. (UNLESS OTHERWISE NOTED) - 4" x 4" CONC. MON. WITH ALUMINUM DISK STAMPED PRM-LB7264 CENTERLINE
- ABBREVIATIONS:**
- ALUM. ALUMINUM
 - CONC. CONCRETE
 - COR. CORNER
 - P.D.E. PUBLIC DRAINAGE EASEMENT
 - F.P.L. FLORIDA POWER AND LIGHT COMPANY
 - L.B. LICENSED BUSINESS
 - L.B.E. LANDSCAPE BUFFER EASEMENT
 - L.M.E. LAKE MAINTENANCE EASEMENT
 - L.S. LICENSED SURVEYOR
 - L.S.E. LIFT STATION EASEMENT
 - L.W.D.D. LAKE WORTH DRAINAGE DISTRICT
 - MON. MONUMENT
 - O.R.B. OFFICIAL RECORDS BOOK
 - P.B. PLAT BOOK
 - P.B.C.R. PALM BEACH COUNTY RECORDS
 - P.D.E. PUBLIC DRAINAGE EASEMENT
 - PG. PAGE
 - PGS. PAGES
 - P.O.B. POINT OF BEGINNING
 - P.O.C. POINT OF COMMENCEMENT
 - P.R.M. PERMANENT REFERENCE MONUMENT
 - P.S.M. PROFESSIONAL SURVEYOR & MAPPER
 - P.U.D. PLANNED UNIT DEVELOPMENT
 - R.A.S. RESIDENTIAL ACCESS STREET
 - R.L.S. REGISTERED LAND SURVEYOR
 - R/W RIGHT-OF-WAY
 - SEC. SECTION
 - U.E. UTILITY EASEMENT
 - P.C. POINT OF CURVATURE
 - PT. POINT OF TANGENCY
 - PCC. POINT OF COMPOUND CURVATURE
 - NT. NON-TANGENT
 - R. RADIAL
 - L. LENGTH
 - D. DELTA (CENTRAL ANGLE)
 - (N.R.) NON-RADIAL



DETAIL
1"=30'



HISTORIC RESOURCES PRESERVATION BOARD REPORT

HRPB Project Number 23-01100003: Consideration of a final plat map application for the Gulfstream Hotel project, generally located at 1 Lake Avenue, 11 Lake Avenue, and 12, 14, 20, 22, and 24 South Lakeside Drive. The subject site is located in the Downtown (DT) zoning district and has a future land use designation of Downtown Mixed Use (DMU). The subject site is also located in the South Palm Park Historic District.

Meeting Date: November 8, 2023

Property Owner: HH Gulfstream Land Holdings, LLC

Applicant: Amy Gill, Checkmate Design, LLC
(Restoration St. Louis, Inc.)

Addresses: 1 Lake Avenue, 11 Lake Avenue, 12 South Lakeside Drive, 14 South Lakeside Drive, 20 South Lakeside Drive, 22 South Lakeside Drive, and 24 South Lakeside Drive (inclusive of vacated alleyways)

PCNs: 38-43-44-21-15-033-0090, 38-43-44-21-15-033-0070, 38-43-44-21-15-033-0060, 38-43-44-21-15-033-0040, 38-43-44-21-15-033-0030, 38-43-44-21-15-033-0010 and 38-43-44-21-15-033-0050

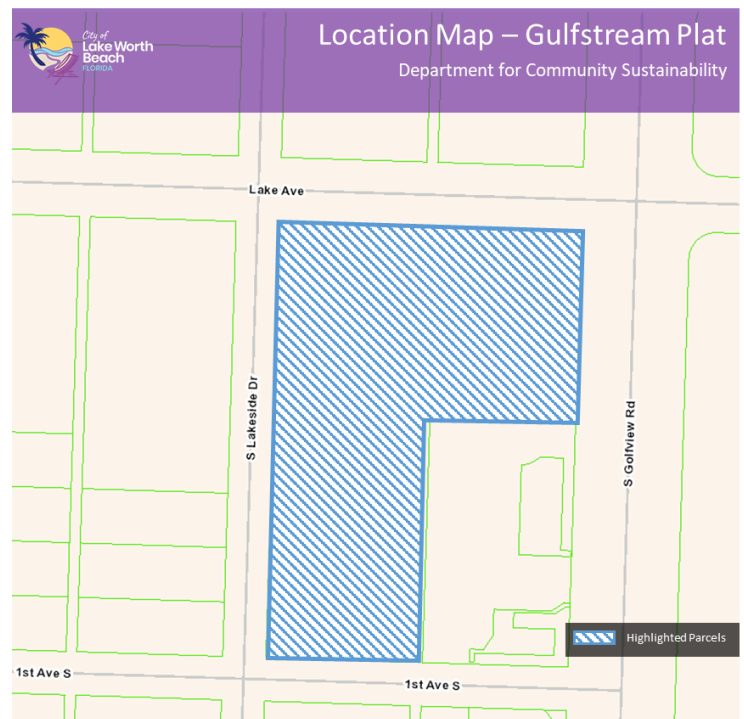
Size: +/- 1.82 ac Lot / +/- 59,100 sf. Existing Structures

General Location: South of Lake Avenue and north of 1st Avenue South, between South Lakeside Drive and South Golfview Road.

Existing Land Use: Vacant land, vacant historic hotel building since 2006, & private surface parking

Future Land Use Designation: Downtown Mixed Use (DMU)

Zoning District: Downtown (DT)



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 Florida Statutes. Staff recommends that the Historic Resources Preservation Board (HRPB) forward a recommendation of approval with conditions to the City Commission. The conditions are located on pages 2-3 of this report.

PROJECT DESCRIPTION

The applicant, Amy Gill, is requesting a recommendation to the City Commission for approval of a final plat for the properties at 1 Lake Avenue, 11 Lake Avenue, 12 South Lakeside Drive, 14 South Lakeside Drive, 20 South Lakeside Drive, 22 South Lakeside Drive, and 24 South Lakeside Drive, commonly known as the Gulfstream Hotel project.

The plat proposes to create two parcels; one parcel will contain the historic structure and addition, while the other parcel will contain the new construction. The plat also establishes easements for access to utilities and to an existing alley, and releases a previous utility easement. A temporary easement will also be in place until the utilities in the released easement are relocated.

PUBLIC COMMENT

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

PROJECT HISTORY

The subject properties received approval for a Certificate of Appropriateness for new construction, a Certificate of Appropriateness for Exterior Alterations, a Certificate of Appropriateness for an addition, a Base Flood Elevation Variance, and Pre-Construction approval for a Historic Preservation Tax Exemption at the HRPB meeting on April 27, 2022.

The subject properties also received approval for the creation of a Mixed Use Urban Planned Development District, Development of Significant Impact, Major Site Plan, Conditional Use Permit, and Sustainable Bonus incentives at the City Commission meeting on June 21, 2022 (Ordinance No. 2022-09). Platting of the properties was required as a condition of approval for the Planned Development.

The project proposes to renovate the existing hotel building (90 hotel rooms), construct a new addition to the historic hotel, and construct a new mixed-use building and parking garage (85 residential units, 50 hotel rooms, 284 parking spaces).

The subject properties applied for and received administrative time extensions for the development orders associated with the HRPB and City Commission approvals on June 14, 2023.

ANALYSIS

Consistency with the Land Development Regulations

Plats are subject to the regulations and criteria in LDR Section 23.5-2, *Subdivision Regulations*. The City's Site Plan Review Team (SPRT), City Attorney, Director of Community Sustainability, and consultant surveyor have reviewed the final plat for compliance with the City's LDRs and Florida Statutes. Their conditions of approval are included in the section below.

CONCLUSION AND CONDITIONS

The proposed plat, as conditioned, is consistent with the City's Land Development Regulations and Florida Statutes. Therefore, staff recommends that the HRPB forward a recommendation of approval with conditions to the City Commission.

Planning and Zoning

1. Prior to City Commission approval, all data/documentation required per LDR Section 23.5-2(h)(4) shall be provided.
2. Prior to City Commission approval, the proposed plat and the easement language shall be revised to address all comments issued by the City Attorney and the Site Plan Review Team (SPRT) reviewers.
3. Prior to building permit issuance for work associated with or impacting utilities or rights-of-way, a letter of credit or cash bond shall be submitted to satisfy the requirements in [LDR Section 23.5-2\(h\)\(4\)\(A\)](#).

Utilities – Water & Sewer

1. A temporary utility easement is required for the 10' Access Drainage and Utility Easement that is to be released until utilities located in the easement have been relocated.

BOARD POTENTIAL MOTION:

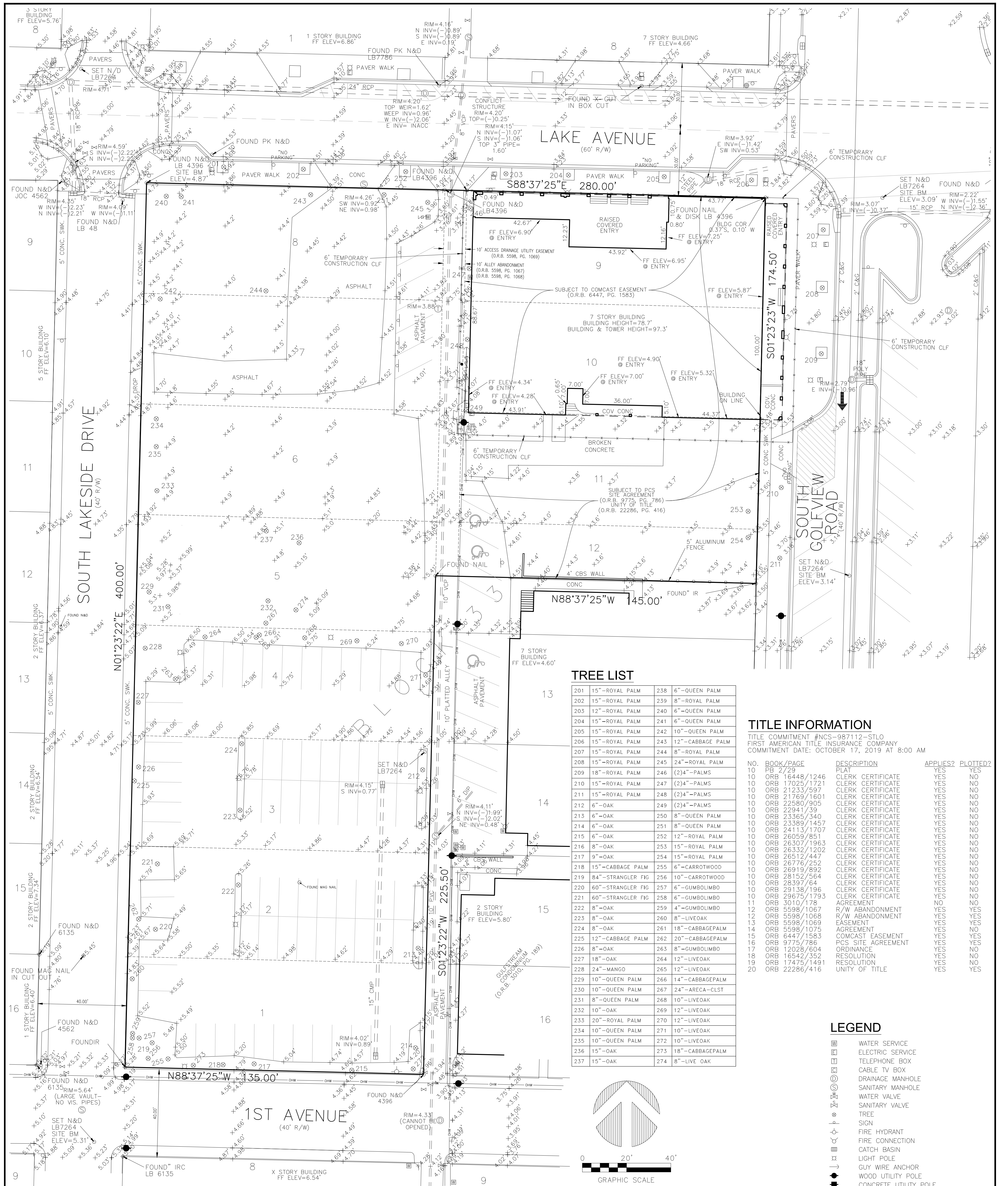
I MOVE TO **RECOMMEND APPROVAL** of HRPB Project Number 23-01100003 with staff-recommended conditions for a final plat for the Gulfstream Hotel project. The proposal meets the applicable criteria based on the data and analysis in the staff report.

I MOVE TO **RECOMMEND DISAPPROVAL** of HRPB Project Numbers 23-01100003 for a final plat for the Gulfstream Hotel project. The proposal does not meet the applicable criteria for the following reasons [Board member please state reasons].

Consequent Action: *The Historic Resources Preservation Board will forward a recommendation to the City Commission. Should the City Commission approve this plat, the Chair of the Historic Resources Preservation Board will be authorized to sign the plat.*

ATTACHMENTS

- A. Plat
- B. Survey



TREE LIST

201	15"-ROYAL PALM	238	6"-QUEEN PALM
202	15"-ROYAL PALM	239	8"-ROYAL PALM
203	12"-ROYAL PALM	240	6"-QUEEN PALM
204	15"-ROYAL PALM	241	6"-QUEEN PALM
205	15"-ROYAL PALM	242	10"-QUEEN PALM
206	15"-ROYAL PALM	243	12"-CABBAGE PALM
207	15"-ROYAL PALM	244	8"-ROYAL PALM
208	15"-ROYAL PALM	245	24"-ROYAL PALM
209	18"-ROYAL PALM	246	(2)4"-PALMS
210	15"-ROYAL PALM	247	(2)4"-PALMS
211	15"-ROYAL PALM	248	(2)4"-PALMS
212	6"-OAK	249	(2)4"-PALMS
213	6"-OAK	250	8"-QUEEN PALM
214	6"-OAK	251	8"-QUEEN PALM
215	6"-OAK	252	12"-ROYAL PALM
216	8"-OAK	253	15"-ROYAL PALM
217	9"-OAK	254	15"-ROYAL PALM
218	15"-CABBAGE PALM	255	6"-CARROTWOOD
219	84"-STRANGLER FIG	256	10"-CARROTWOOD
220	60"-STRANGLER FIG	257	6"-GUMBOLIMBO
221	60"-STRANGLER FIG	258	6"-GUMBOLIMBO
222	8"-OAK	259	4"-GUMBOLIMBO
223	8"-OAK	260	8"-LIVEOAK
224	8"-OAK	261	18"-CABBAGEPALM
225	12"-CABBAGE PALM	262	20"-CABBAGEPALM
226	8"-OAK	263	8"-GUMBOLIMBO
227	18"-OAK	264	12"-LIVEOAK
228	24"-MANGO	265	12"-LIVEOAK
229	10"-QUEEN PALM	266	14"-CABBAGEPALM
230	10"-QUEEN PALM	267	24"-ARECA-CLST
231	8"-QUEEN PALM	268	10"-LIVEOAK
232	10"-OAK	269	12"-LIVEOAK
233	20"-ROYAL PALM	270	12"-LIVEOAK
234	10"-QUEEN PALM	271	10"-LIVEOAK
235	10"-QUEEN PALM	272	10"-LIVEOAK
236	15"-OAK	273	18"-CABBAGEPALM
237	15"-OAK	274	8"-LIVE OAK

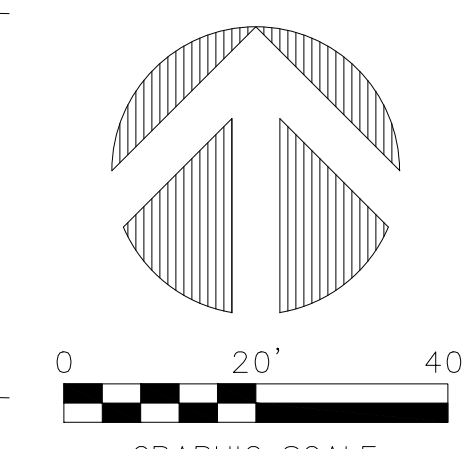
TITLE INFORMATION

TITLE COMMITMENT #NCS-987112-STLO
 FIRST AMERICAN TITLE INSURANCE COMPANY
 COMMITMENT DATE: OCTOBER 17, 2019 AT 8:00 AM

NO.	BOOK/PAGE	DESCRIPTION	APPLIES?	PLOTTED?
10	PB 2/29	PLAT	YES	YES
10	ORB 16448/1246	CLERK CERTIFICATE	YES	NO
10	ORB 17025/1721	CLERK CERTIFICATE	YES	NO
10	ORB 21233/597	CLERK CERTIFICATE	YES	NO
10	ORB 21769/1601	CLERK CERTIFICATE	YES	NO
10	ORB 22580/905	CLERK CERTIFICATE	YES	NO
10	ORB 22941/39	CLERK CERTIFICATE	YES	NO
10	ORB 23365/340	CLERK CERTIFICATE	YES	NO
10	ORB 23389/1457	CLERK CERTIFICATE	YES	NO
10	ORB 24113/1707	CLERK CERTIFICATE	YES	NO
10	ORB 26058/851	CLERK CERTIFICATE	YES	NO
10	ORB 26307/1963	CLERK CERTIFICATE	YES	NO
10	ORB 26332/1202	CLERK CERTIFICATE	YES	NO
10	ORB 26512/447	CLERK CERTIFICATE	YES	NO
10	ORB 26776/252	CLERK CERTIFICATE	YES	NO
10	ORB 26919/892	CLERK CERTIFICATE	YES	NO
10	ORB 28152/564	CLERK CERTIFICATE	YES	NO
10	ORB 28397/64	CLERK CERTIFICATE	YES	NO
10	ORB 29138/196	CLERK CERTIFICATE	YES	NO
10	ORB 29675/1793	CLERK CERTIFICATE	YES	NO
11	ORB 3010/178	AGREEMENT	NO	NO
12	ORB 5598/1067	R/W ABANDONMENT	YES	YES
12	ORB 5598/1068	R/W ABANDONMENT	YES	YES
13	ORB 5598/1069	EASEMENT	YES	YES
14	ORB 5598/1075	AGREEMENT	YES	NO
15	ORB 6447/1583	COMCAST EASEMENT	YES	YES
16	ORB 9775/786	PCS SITE AGREEMENT	YES	YES
17	ORB 12028/604	ORDINANCE	YES	NO
18	ORB 6542/352	RESOLUTION	YES	NO
19	ORB 17475/1491	RESOLUTION	YES	NO
20	ORB 22286/416	UNITY OF TITLE	YES	YES

LEGEND

- WATER SERVICE
- ELECTRIC SERVICE
- TELEPHONE BOX
- CABLE TV BOX
- DRAINAGE MANHOLE
- SAINITARY MANHOLE
- WATER VALVE
- SAINITARY VALVE
- TREE
- SIGN
- FIRE HYDRANT
- FIRE CONNECTION
- CATCH BASIN
- LIGHT POLE
- GUY WIRE ANCHOR
- WOOD UTILITY POLE
- CONCRETE UTILITY POLE
- CLEAN OUT
- CENTERLINE
- BACKFLOW PREVENTER
- OVERHEAD WIRES
- FENCE
- EXISTING ELEVATION



LEGAL DESCRIPTION

PARCEL 1
 LOTS 9, 10, 11 AND THE NORTHERLY 24.50 FEET OF LOT 12, BLOCK 33, "THE PALM BEACH FARMS CO. PLAT NO.2, LUCERNE TOWNSITE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 29 THROUGH 40, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID LAND LYING IN THE LUCERNE TOWNSITE, PALM BEACH COUNTY, FLORIDA.

AND

LOTS 7 AND 8, BLOCK 33, "THE PALM BEACH FARMS CO. PLAT NO.2, LUCERNE TOWNSITE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 29 THROUGH 40, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID LAND LYING IN THE LUCERNE TOWNSITE, PALM BEACH COUNTY, FLORIDA.

AND

LOTS 1 THROUGH 6, BLOCK 33, "THE PALM BEACH FARMS CO. PLAT NO.2, LUCERNE TOWNSITE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 29 THROUGH 40, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID LAND LYING IN THE LUCERNE TOWNSITE, PALM BEACH COUNTY, FLORIDA.

AND

PARCEL 2
 THAT CERTAIN 10 FOOT WIDE STRIP OF LAND LYING WEST OF AND ADJACENT TO THE FOLLOWING DESCRIBED PARCEL:

LOTS 9, 10, 11 AND THE NORTHERLY 24.50 FEET OF LOT 12, BLOCK 33, "THE PALM BEACH FARMS CO. PLAT NO.2, LUCERNE TOWNSITE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 29 THROUGH 40, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID LAND LYING IN THE LUCERNE TOWNSITE, PALM BEACH COUNTY, FLORIDA.

NOTES

- REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- TITLE INFORMATION IS SHOWN ON THIS PAGE.
- BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF SAID BLOCK 33 HAVING A GRID BEARING OF SOUTH 88°37'25" EAST, ACCORDING TO OBSERVATIONS OF PALM BEACH COUNTY CONTROL MONUMENTS "GROVER" AND "TL SCOTT".
- ELEVATIONS SHOWN HEREON ARE BASED ON PALM BEACH COUNTY BENCHMARK "K 402", HAVING AN ELEVATION OF 15.699 NAVD 1988. ALL ELEVATIONS SHOWN HEREON ARE RELATIVE TO NAVD 1988, UNLESS NOTED OTHERWISE.
- SURVEYED PROPERTY CONTAINS 79,302 SQUARE FEET, MORE OR LESS.
- FLOOD INFORMATION IS AS FOLLOWS:
 COMMUNITY NUMBER : 120213
 PANEL NUMBER : 0781F
 DATE OF FIRM INDEX : 10-05-2017
 ZONE : AE
 BASE FLOOD ELEVATION : 6.0'

ABBREVIATIONS

- L = ARC LENGTH
- ASPH = ASPHALT
- (C) = CALCULATED
- C&G = CURB & GUTTER
- CB = CATCH BASIN
- C.L.F. = CHAIN LINK FENCE
- CONC. = CONCRETE
- COR = CORNER
- D = DELTA (CENTRAL ANGLE)
- (D) = DEED
- D.E. = DRAINAGE EASEMENT
- I.P. = IRON PIPE
- I.R. = IRON ROD
- I.R.C. = IRON ROD & CAP
- L.M.E. = LAKE MAINTENANCE EASEMENT
- MON. = MONUMENT
- N/D = NAIL AND DISC
- O.R.B. = OFFICIAL RECORD BOOK
- P.B. = PLAT BOOK
- P.B.C.R. = PALM BEACH COUNTY RECORDS
- P.G. = PAGE
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- P.S.M. = PROFESSIONAL SURVEYOR & MAPPER
- R = RADIUS
- R/W = RIGHT-OF-WAY
- TYP. = TYPICAL
- U.E. = UTILITY EASEMENT
- WM = WATER METER
- WPP = WOOD POWER POLE

SURVEYOR'S CERTIFICATION

TO: FIRST AMERICAN TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1,2,3,4,7A, 8, 9, 10, 11,13,14,16,17, 18 OF TABLE A THEREOF.

THE FIELD WORK WAS COMPLETED ON FEBRUARY 25, 2022

JEFF S HODAPP
 SURVEYOR AND MAPPER
 FLORIDA LICENSE NO LSS1111

PERIMETER
 SURVEYING & MAPPING
 Certificate of Authorization No. LB7264
 947 Clint Moore Road Tel: (561) 241-9988
 Boca Raton, FL 33487 Fax: (561) 241-5182

**GULFSTREAM HOTEL
 ALTA/NSPS
 LAND TITLE SURVEY**

NO.	DATE	BY	CHK'D	REVISION
1	06/12/2015	JSH	JKD	ORIGINAL SURVEY
2	12/19/2019	AJR	JSH	UPDATE SURVEY
3	02/25/2022	AJR	JSH	UPDATE SURVEY

Jeff S Hodapp
 Digitally signed by Jeff S Hodapp
 Date: 2022.03.02 15:38:18
 SEAT 05'00"

JOB NO.	15132
SCALE	1"=20'
DRAWN	AJR
CHECKED	JSH
SHEET	1 of 1

G:\Projects\2015\15132\psm\15132-ALTA-SURVEY.dwg



DENNIS J. LEAVY & ASSOCIATES, INC

Land Surveyors • Mappers

December 01, 2023

Mr. Abraham Fogel, GGEP
City of Lake Worth Beach
1900 Second Avenue North
Lake Worth Beach, FL 33461



Subject: Gulfstream Hotel Consolidation Plat – Plat Review

Mr. Fogel,

Per the requirement of Florida Statute 177.081, I have reviewed the Gulfstream Hotel Consolidation Plat prepared by Perimeter Surveying & Mapping, re-submitted to our office on November 29, 2023 via e-mail from the preparing surveyor (Mr. Jeff S. Hodapp) and find that all of my review comments have been addressed and that the plat is in conformance with Florida Statute 177.081.

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

Sincerely

DENNIS J. LEAVY & ASSOCIATES, INC.

David A. Bower

David A. Bower, PSM
State of Florida Registration No. LS 5888



CITY OF LAKE WORTH BEACH

Community
SustainabilitySM



Unfinished Business Item A

City Commission Meeting

December 5, 2023

**Consideration of a Proposed Plat for the Seven (7) Parcels
Associated with the Gulfstream Hotel Project**

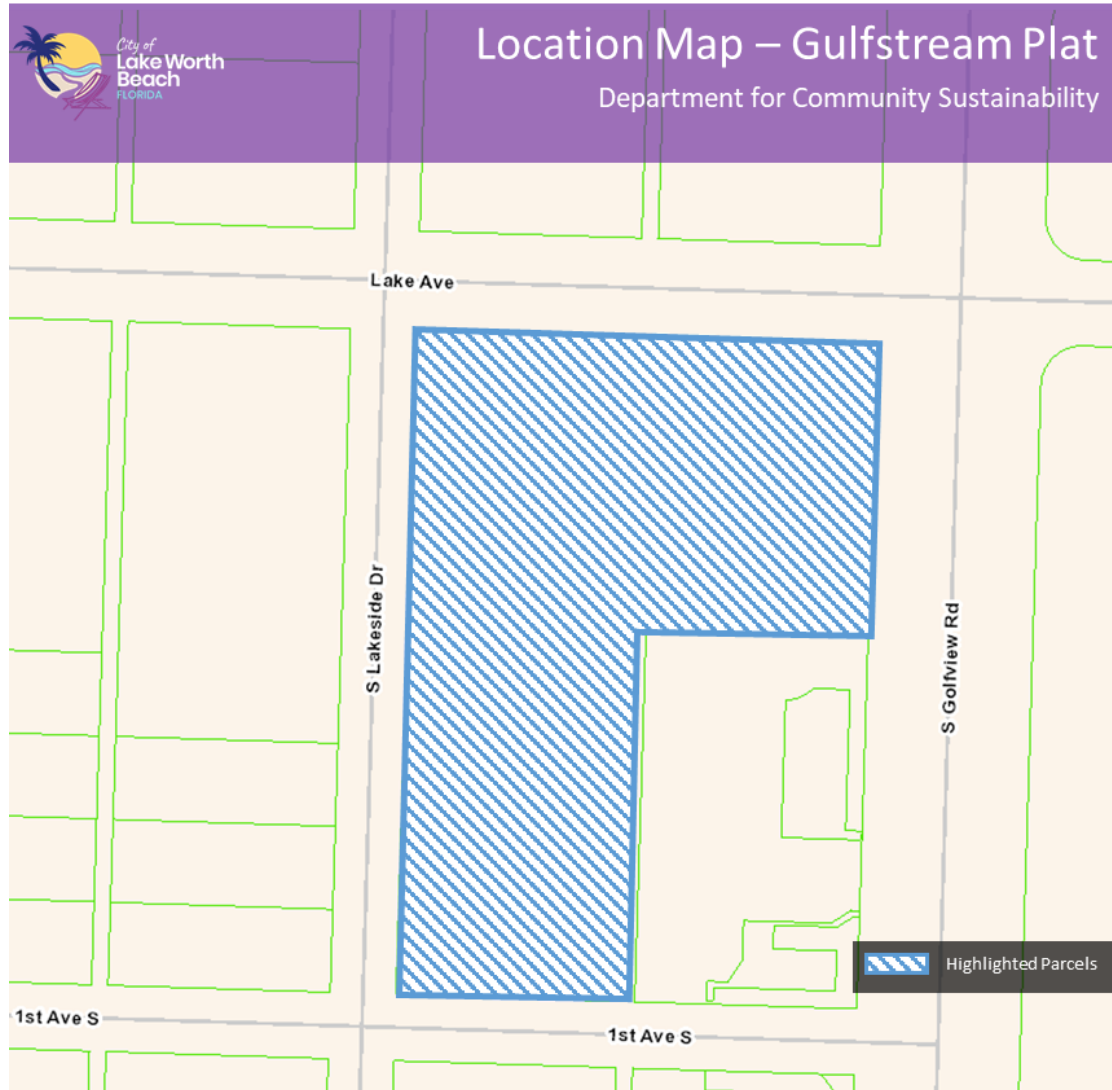


Unfinished Business Item A

HRPB Project Number 23-01100003: Consideration of a final plat map application for the Gulfstream Hotel project, generally located at 1 Lake Avenue, 11 Lake Avenue, and 12, 14, 20, 22, and 24 South Lakeside Drive. The subject site is located in the Downtown (DT) zoning district and has a future land use designation of Downtown Mixed Use (DMU). The subject site is also located in the South Palm Park Historic District.



Location Map



Property Description	
Owner	HH Gulfstream Holdings, LLC
General Location	South of Lake Avenue and north of 1st Avenue South, between South Lakeside Drive and South Golfview Road
PCNs	38-43-44-21-15-033-0090, 38-43-44-21-15-033-0070, 38-43-44-21-15-033-0060, 38-43-44-21-15-033-0040, 38-43-44-21-15-033-0030, 38-43-44-21-15-033-0010 and 38-43-44-21-15-033-0050
Zoning	Downtown (DT)
Existing Land Use	Vacant land, vacant historic hotel building, private surface parking
FLU Designation	Downtown Mixed Use (DMU)



Timeline and Approvals

- April 2022 – HRPB approves:
 - COAs for exterior alterations, addition, & new construction
 - Base Flood Elevation Variance
 - Historic Preservation Tax Exemption
- June 2022 – City Commission approves:
 - Mixed Use Urban Planned Development District
 - *Platting of the properties required as a condition of the Planned Development approval*
 - Development of Significant Impact
 - Major Site Plan
 - Conditional Use Permit
 - Sustainable Bonus incentives
- August 2022 – City Commission approves economic incentive package
- November 8, 2023 – HRPB provided recommendation of approval regarding final plat
- December 5, 2023 – City Commission review of final plat and release of easements



Analysis & Staff Recommendation

- Plats are subject to the regulations & criteria in LDR Section 23.5-2, Subdivision Regulations
- The City Attorney, Site Plan Review Team (SPRT), Director of Community Sustainability, and consultant surveyor have reviewed the final plat and provided conditions of approval
- Staff recommends that the HRPB forward a recommendation of approval with conditions to the City Commission



Conditions of Approval

Planning and Zoning

1. Prior to City Commission approval, all data/documentation required per LDR Section 23.5-2(h)(4) shall be provided.
2. Prior to City Commission approval, the proposed plat and the easement language shall be revised to address all comments issued by the City Attorney and the Site Plan Review Team (SPRT) reviewers.
3. Prior to building permit issuance for work associated with or impacting utilities or rights-of-way, a letter of credit or cash bond shall be submitted to satisfy the requirements in [LDR Section 23.5-2\(h\)\(4\)\(A\)](#).

Utilities – Water & Sewer

1. A temporary utility easement is required for the 10' Access Drainage and Utility Easement that is to be released until utilities located in the easement have been relocated.



Motions

I MOVE TO **RECOMMEND APPROVAL** of HRPB Project Number 23-01100003 with staff-recommended conditions for a final plat for the Gulfstream Hotel project. The proposal meets the applicable criteria based on the data and analysis in the staff report.

I MOVE TO **RECOMMEND DISAPPROVAL** of HRPB Project Numbers 23-01100003 for a final plat for the Gulfstream Hotel project. The proposal does not meet the applicable criteria for the following reasons [Board member please state reasons].



CITY OF LAKE WORTH BEACH

Community
SustainabilitySM

STAFF REPORT REGULAR MEETING

AGENDA DATE: December 5, 2023

DEPARTMENT: Community Sustainability

TITLE:

Establishment of a Temporary Easement for the Abandoned Alley Between the Historic Gulfstream Hotel and the Vacant Parcels to the West Associated With the Historic Gulfstream Hotel Project

SUMMARY:

Review of temporary easement for ingress/access and utilities in the area that was formerly a 10 ft alley between the historic Gulfstream Hotel and the vacant parcels to the west. The existing easement is proposed to be released as part of a new plat for the entitled project. The proposed plat includes the removal of the existing easement and dedication of a new easement. Until such time as the utilities are relocated as part of the Gulfstream Hotel Project, a temporary easement is necessary.

BACKGROUND AND JUSTIFICATION:

In June of 2022, the City Commission provided the final approval of the ordinance creating an Urban Mixed Use Planned Development to facilitate the renovation of the historic Gulfstream Hotel and an eight (8) story addition to the west on vacant parcels. Included in that approval was a requirement for the developer, Restoration St Louis, to relocate the exiting utilities, specifically underground water and sewer lines out of the former alley that was abandoned. There also may be other utilities such as gas and communication lines within the former alley. For the project to move forward including a closing for the new ownership entity, the existing easement in the alley needed to be abandoned prior to the utilities being relocated. To ensure access and protection for the City's existing utilities until such time as they are formally relocated and accepted by the City, this temporary easement was prepared.

The proposed temporary easement has been reviewed by the Site Plan Review Committee, including both the Electric Utility and Water/Sewer Utility as well as Public Works. The City Attorney's Office also reviewed the proposed temporary easement. The provisions in the easement will be in full force and effect until such time as Restoration St Louis has relocated the underground water and sewer lines; they have been accepted by the City; and they have been placed in service.

MOTION:

Move to approve/disapprove temporary easement for the Gulfstream Hotel Project

ATTACHMENT(S):

Fiscal Impact Analysis – N/A
Temporary Easement
Proposed Plat
Survey

Return to:
City of Lake Worth Beach City Clerk
7 North Dixie Hwy.
Lake Worth Beach, FL 34460

TEMPORARY DRAINAGE AND UTILITY EASEMENT

THIS TEMPORARY DRAINAGE AND UTILITY EASEMENT (“Easement”) is made this __ day of __ 2023, by and between **HH GULFSTREAM LAND HOLDINGS, LLC**, a Delaware limited liability company authorized to do business in the State of Florida (“Grantor”) and **CITY OF LAKE WORTH BEACH**, a Florida municipal corporation (“City”).

WITNESSETH

WHEREAS, the Grantor is the owner of property generally located at 1 Lake Avenue, 11 Lake Avenue, 12 S. Lakeside Drive and 14 S. Lakeside Dr., Lake Worth Beach, Florida, and as legally described in Exhibit “A” attached hereto and incorporated herein (“Property”); and

WHEREAS, the City has maintained drainage facilities and water, sewer, and electric utilities through that portion of the Property described in Exhibit “B” attached hereto and incorporated herein (the “Easement Area”); and

WHEREAS, the parties desire to continue an unrestricted and nonexclusive easement for drainage and public utility purposes through the Easement Area until such facilities are relocated pursuant to the Gulfstream Hotel Consolidation Plat; and

WHEREAS, the drainage and public utility facilities existing in the Easement Area provide services to and from the Property and other properties which may or may not abut and be contiguous to the Easement Area; and

WHEREAS, the Grantor is willing to grant such easement.

NOW, THEREFORE, for and in consideration of the mutual covenants and other valuable consideration, the sufficiency and receipt of which is acknowledged by Grantor and the City, the Grantor grants unto the City, its licensees, agents, successors and assigns:

A temporary, unrestricted and nonexclusive easement in, over, under, through, upon and across the Easement Area for the purpose of maintaining in place those drainage and utility installations existing on the date of this Easement (the “Existing Facilities”) and using such Existing Facilities for purposes of providing drainage and utility services to and from properties or lands, which may include the Property and properties which may not be contiguous to the Easement Area, including the right to maintain, operate, control, and remove any and all Existing Facilities, including overhead distribution facilities; the right to clear said Easement Area and keep it clear of brush, trees, and permanent structures and fire hazards that interfere with the City’s rights under this Easement; together with all rights of ingress and egress necessary for the full and complete use, occupation, and enjoyment of the Easement Area for the rights hereby granted, and all rights and privileges incident thereto.

TO HAVE AND TO HOLD the said Easement, unto the City, its licensees, agents, successors and assigns until the relocation of all Existing Facilities from the Easement Area (subject to the provisions below) has

occurred (“Relocation”). This Easement shall automatically expire on the date that the last of the Existing Facilities is Relocated in accordance with the terms herein and the City shall have no further rights hereunder. Upon request by Grantor, the City shall sign a recordable confirmation of the expiration of this Easement.

In connection with the foregoing easement and Relocation of all Existing Facilities from the Easement Area, the Grantor and City hereby acknowledge and agree that:

- 1) The City has agreed to and shall remove all of its electrical Existing Facilities, including the existing overhead distribution facilities, from the Easement Area, which, upon completion, is the Relocation of the electrical Existing Facilities. On or before a demolition permit for the Gulfstream Hotel Urban Mixed Use Planned Development is issued pursuant to City Ordinance No. 2022-09; (“Demolition Permit”), the City shall remove its overhead electrical wires from the Easement Area. The City shall remove the remaining electrical Existing Facilities, including the pole, within thirty (30) days after all equipment owned by other providers has been removed from the electrical Existing Facilities.
- 2) The Grantor, as part of the development of the Gulfstream Hotel Urban Mixed Use Planned Development, is responsible for installing new utility facilities that will serve as functional relocation of and enable removal or abandonment in place of the Existing Facilities, other than electrical (“Replacement Facilities”). The City is unable to relocate, remove or abandon the Existing Facilities, other than electrical, until the Replacement Facilities are properly installed. Upon such installation the City will connect with the Replacement Facilities, as provided herein which, upon completion, is the Relocation of the Existing Facilities. No later than forty-five (45) days after substantial completion is achieved for each of the Replacement Facilities, the City will complete the Relocation for the applicable Existing Facility. Upon completing the Relocation, the City shall permit, in whole or in part at the discretion and cost of the Grantor, the removal or abandonment in place of the applicable Existing Facility. At the City’s request, Grantor will execute a standard Bill of Sale to the City for each of the Replacement Facilities.

By accepting this Easement, the City agrees: (a) to perform all work undertaken by the City within the Easement Area in a good and workmanlike manner and to promptly complete all work within the Easement Area; (b) to maintain the Easement Area in a clean and well-kept condition during and immediately after the performance of any work by the City or on behalf of the City; (c) to restore any of the Property disturbed by work undertaken by the City for purposes of removal, demolition and/or maintenance to its condition that existed prior to the commencement of such work; (d) to not unreasonably interfere with the use of the Property by Grantor or any of Grantor’s tenants, invitees or guests; and (e) to be responsible for all costs associated with the City’s removal, demolition and/or maintenance pursuant to this Easement.

Additionally, the City shall be responsible for any release of any environmental pollutants in connection with its operation, maintenance, or removal of the drainage and utilities within the Easement Area. The City shall ensure that any release of environmental pollutants is diligently removed or remediated in accordance with applicable law and the City shall, within a reasonable timeframe, replace and restore the affected area to substantially the same condition as existed prior to any such release.

This Easement shall run with the land and be binding on all successors and assigns of the Property.

IN WITNESS WHEREOF, Grantor has made and executed this Easement as of the day and year set forth above.

EXHIBIT "A"
Legal Description of Property

GULFSTREAM HOTEL CONSOLIDATION PLAT
LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 AND THE NORTHERLY 24.50 FEET OF LOT 12, BLOCK 33, TOGETHER WITH THAT CERTAIN 10 FOOT WIDE STRIP OF LAND LYING WEST OF AND ADJACENT TO SAID LOTS 9, 10, 11 AND THE NORTHERLY 24.50 FEET OF LOT 12, BLOCK 33, ALL OF "THE PALM BEACH FARMS CO. PLAT NO.2, LUCERNE TOWNSITE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 29 THROUGH 40, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 27, TOWNSHIP 44 SOUTH, RANGE 43 EAST, CITY OF LAKE WORTH BEACH, PALM BEACH COUNTY, FLORIDA.

EXHIBIT "B"
Legal Description of Easement Area

That certain 10 foot wide strip of land lying west of and adjacent to the following described parcel:

Lots 9, 10, 11 and the northerly 24.50 feet of Lot 12, Block 33, THE PALM BEACH FARMS COMPANY PLAT NO 2, LUCERNE TOWNSITE (now known as Lake Worth Beach), according to the Plat thereof as recorded in Plat Book 2, Pages 29 through 40, of the Public Records of Palm Beach County, Florida, said land lying in the Lucerne Townsite, Palm Beach County, Florida

GULFSTREAM HOTEL CONSOLIDATION PLAT

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 AND THE NORTHERLY 24.50 FEET OF LOT 12, BLOCK 33, TOGETHER WITH THAT CERTAIN 10 FOOT WIDE STRIP OF LAND LYING WEST OF AND ADJACENT TO SAID LOTS 9, 10, 11 AND THE NORTHERLY 24.50 FEET OF LOT 12, BLOCK 33, ALL OF "THE PALM BEACH FARMS CO. PLAT NO.2, LUCERNE TOWNSITE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 29 THROUGH 40, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 27, TOWNSHIP 44 SOUTH, RANGE 43 EAST, CITY OF LAKE WORTH BEACH, PALM BEACH COUNTY, FLORIDA.

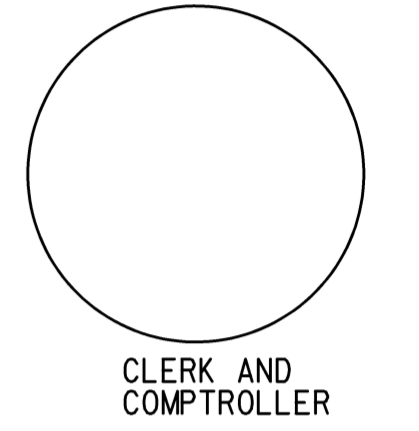
STATE OF FLORIDA
 COUNTY OF PALM BEACH

THIS PLAT WAS FILED FOR RECORD AT _____ THIS _____ DAY OF _____, 2023, AND DULY RECORDED IN PLAT BOOK _____ ON PAGES _____ THROUGH _____

JOSEPH ABRUZZO, CLERK AND COMPTROLLER

BY: _____ DC

SHEET 1 OF 2



DEDICATION AND RESERVATION

KNOW ALL MEN BY THESE PRESENTS THAT HH GULFSTREAM LAND HOLDINGS LLC, A DELAWARE LIMITED LIABILITY COMPANY, OWNER OF THE LAND SHOWN HEREON AS GULFSTREAM HOTEL CONSOLIDATION PLAT, BEING A REPLAT OF LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 AND THE NORTHERLY 24.50 FEET OF LOT 12, BLOCK 33, TOGETHER WITH THAT CERTAIN 10 FOOT WIDE STRIP OF LAND LYING WEST OF AND ADJACENT TO SAID LOTS 9, 10, 11 AND THE NORTHERLY 24.50 FEET OF LOT 12, BLOCK 33, ALL OF "THE PALM BEACH FARMS CO. PLAT NO. 2, LUCERNE TOWNSITE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 29 THROUGH 40, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 27, TOWNSHIP 44 SOUTH, RANGE 43 EAST, CITY OF LAKE WORTH BEACH, PALM BEACH COUNTY, FLORIDA.

SAID LANDS CONTAIN 79302 SQUARE FEET (1.821 ACRES), MORE OR LESS.

HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON AND DO HEREBY DEDICATE AS FOLLOWS:

1. THE "INGRESS-EGRESS EASEMENT" SHOWN HEREON IS HEREBY DEDICATED TO THE CITY OF LAKE WORTH BEACH, FOR PURPOSES OF PUBLIC PEDESTRIAN AND VEHICULAR SURFACE ACCESS PURPOSES AND SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF THE FEE OWNER OF PARCEL 1, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF LAKE WORTH BEACH, FLORIDA; THE FOREGOING SHALL NOT PROHIBIT RECOURSE BY THE FEE OWNER OF PARCEL 1 AGAINST THIRD PARTIES THAT CAUSE DAMAGE TO THE INGRESS-EGRESS EASEMENT.
2. THE "UTILITY EASEMENTS" AS SHOWN HEREON, ARE NONEXCLUSIVE EASEMENTS AND ARE HEREBY DEDICATED IN PERPETUITY TO THE PUBLIC FOR THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR, EXPANSION AND REPLACEMENT OF UTILITIES, BOTH PUBLIC AND PRIVATE, INCLUDING, BUT NOT LIMITED TO, POTABLE WATER PIPELINES, RAW WATER PIPELINES, WASTEWATER PIPELINES, RECLAIMED WATER PIPELINES, ELECTRIC POWER LINES, TELECOMMUNICATIONS LINES, CABLE TELEVISION LINES, GAS LINES, AND RELATED APPURTENANCES. ALL ELECTRIC POWER LINES, TELECOMMUNICATIONS LINES, AND CABLE TELEVISION LINES SHALL BE BELOW INSTALLATIONS FOR WATER, EXFILTRATION, WASTEWATER, AND GAS LINES, AT A DEPTH OF APPROXIMATELY 6 FEET. EACH UTILITY SHALL BE LOCATED WITHIN THE UTILITY EASEMENT IN ACCORDANCE WITH A PERMIT FROM THE CITY OF LAKE WORTH BEACH. THE INSTALLATION OF CABLE TELEVISION SYSTEMS OR OTHER PRIVATE UTILITIES SHALL NOT INTERFERE WITH THE CONSTRUCTION AND MAINTENANCE OF OTHER UTILITIES. IN THE EVENT A CABLE TELEVISION COMPANY OR OTHER PRIVATE UTILITY DAMAGES THE FACILITIES OF ANOTHER UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.
3. THE "ELECTRICITY DISTRIBUTION FACILITY EASEMENT" AS SHOWN HEREON IS A NONEXCLUSIVE, PERPETUAL EASEMENT HEREBY DEDICATED TO THE CITY OF LAKE WORTH BEACH FOR THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR, EXPANSION, AND REPLACEMENT OF ELECTRICITY DISTRIBUTION AND RELATED FACILITIES TO BE INSTALLED THEREIN TO SERVE PARCELS 1 AND 2, TO BE HELD IN PERPETUITY (INCLUDING THE RIGHT OF ACCESS THROUGH THE ADJACENT UTILITY EASEMENT AND INGRESS-EGRESS EASEMENT GRANTED ON THIS PLAT).
4. THE "TRANSFORMER 1 EASEMENT" AS SHOWN HEREON IS A NONEXCLUSIVE, PERPETUAL EASEMENT HEREBY DEDICATED TO THE CITY OF LAKE WORTH BEACH FOR THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR, EXPANSION, AND REPLACEMENT OF A TRANSFORMER AND RELATED FACILITIES TO BE INSTALLED THEREON TO SERVE PARCEL 1 AND FOR ACCESS TO THE GROUND FLOOR OF THE BUILDING (SUBJECT TO PARCEL 1 OWNER'S REASONABLE SAFETY AND SECURITY REQUIREMENTS, PROVIDED THAT THE CITY AND ITS CONTRACTORS AND AGENTS SHALL AT ALL TIMES HAVE 24-HOUR, 365-DAY ACCESS TO THE TRANSFORMER AND RELATED FACILITIES).
5. THE "TRANSFORMER 2 EASEMENT" AS SHOWN HEREON IS A NONEXCLUSIVE, PERPETUAL EASEMENT HEREBY DEDICATED TO THE CITY OF LAKE WORTH BEACH FOR THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR, EXPANSION, AND REPLACEMENT OF A TRANSFORMER AND RELATED FACILITIES TO BE INSTALLED THEREIN TO SERVE PARCEL 2 AND FOR ACCESS TO THE SECOND FLOOR OF THE PARKING GARAGE (SUBJECT TO PARCEL 2 OWNER'S REASONABLE SAFETY AND SECURITY REQUIREMENTS PROVIDED THAT THE CITY AND ITS CONTRACTORS AND AGENTS SHALL AT ALL TIMES HAVE 24-HOUR, 365-DAY ACCESS TO THE TRANSFORMER AND RELATED FACILITIES).

IN WITNESS WHEREOF, THE ABOVE-NAMED LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS MANAGER, AND ITS CORPORATE SEAL TO BE AFFIXED HERETO BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS, THIS _____ DAY OF _____, 2023.

HH GULFSTREAM LAND HOLDINGS LLC,
 A DELAWARE LIMITED LIABILITY COMPANY,

WITNESS: _____ BY: _____
 PRINT NAME
 WITNESS: _____
 PRINT NAME:

ACKNOWLEDGEMENT

STATE OF FLORIDA) SS
 COUNTY OF PALM BEACH)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF PHYSICAL PRESENCE OR ONLINE NOTARIZATION, THIS _____ DAY OF _____, 2023, BY _____ AS _____ OF HH GULFSTREAM LAND HOLDINGS LLC, A DELAWARE LIMITED LIABILITY COMPANY, ON BEHALF OF THE COMPANY, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____, AS IDENTIFICATION.

MY COMMISSION EXPIRES: _____, NOTARY PUBLIC

MORTGAGEE'S JOINDER AND CONSENT

STATE OF FLORIDA) SS
 COUNTY OF _____)

THE UNDERSIGNED HEREBY CERTIFIES THAT IT IS THE HOLDER OF A MORTGAGE, UPON THE PROPERTY DESCRIBED HEREON AND DOES HEREBY JOIN IN AND CONSENT TO THE DEDICATION OF THE LAND DESCRIBED IN SAID DEDICATION HEREON BY THE OWNER THEREOF AND AGREES THAT ITS MORTGAGE WHICH IS RECORDED IN OFFICIAL RECORD BOOK 26793 AT PAGE 1346 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AS MODIFIED IN OFFICIAL RECORDS BOOK 29333 AT PAGE 1781 OF SAID PUBLIC RECORDS AND ASSIGNED IN OFFICIAL RECORDS BOOK 29765 AT PAGE 154 OF SAID PUBLIC RECORDS SHALL BE SUBORDINATED TO THE DEDICATION SHOWN HEREON.

IN WITNESS WHEREOF, THE SAID COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS MANAGER AND ITS COMPANY SEAL TO BE AFFIXED HEREON BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS THIS _____ DAY OF _____, 2023.

SOUTH FLORIDA FINANCING II, LLC,
 A FLORIDA LIMITED LIABILITY COMPANY

WITNESS: _____ BY: _____
 PRINT NAME WILLIAM H. MILMOE
 MANAGER
 WITNESS: _____
 PRINT NAME

ACKNOWLEDGEMENT

STATE OF FLORIDA) SS
 COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF PHYSICAL PRESENCE OR ONLINE NOTARIZATION, THIS _____ DAY OF _____, 2023, BY WILLIAM H. MILMOE AS MANAGER FOR SOUTH FLORIDA FINANCING II, LLC., ON BEHALF OF THE LIMITED LIABILITY COMPANY, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____, AS IDENTIFICATION.

MY COMMISSION EXPIRES: _____, NOTARY PUBLIC

CITY APPROVAL
 CITY OF LAKE WORTH BEACH, FLORIDA,
 A MUNICIPAL CORPORATION

STATE OF FLORIDA) SS
 COUNTY OF PALM BEACH)

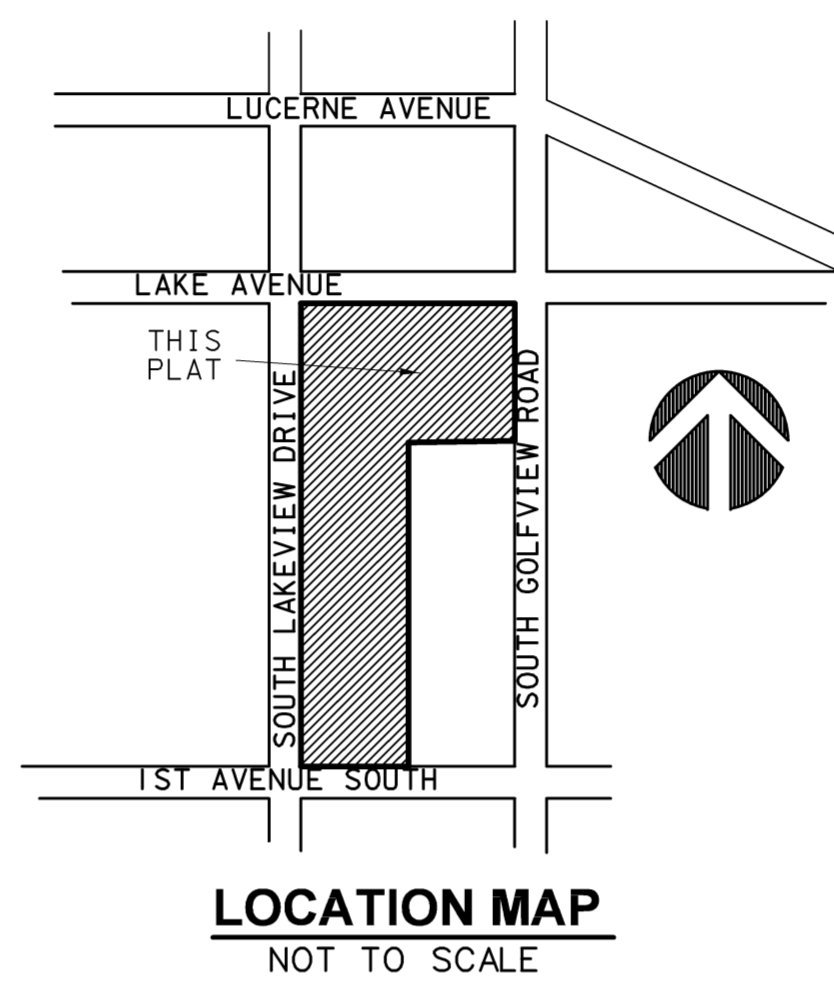
THIS PLAT, AS SHOWN HEREON HAS BEEN APPROVED FOR RECORD THIS _____ DAY OF _____, 2023.

BY: BETTY RESCH, MAYOR BY: CARMEN Y DAVIS, CITY MANAGER
 BY: MELISSA ANN COYNE, CITY CLERK
 BY: ROBERT D'ARINZO, HISTORIC RESOURCES PRESERVATION BOARD CHAIRMAN BY: VAUGHN HAYDUK, P.E. CITY ENGINEER

REVIEWING SURVEYOR & MAPPER'S CERTIFICATE

THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO CHAPTER 177.081, FLORIDA STATUTES. THIS REVIEW DOES NOT INCLUDE THE VERIFICATION OF GEOMETRIC DATA OR FIELD VERIFICATION OF THE PERMANENT REFERENCE MONUMENTS.

DATE _____ BY: DAVID A. BOWER
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. LS5888



TITLE CERTIFICATION

STATE OF FLORIDA)
 COUNTY OF PALM BEACH) SS

I, MICHELLE DEROSA, A DULY LICENSED ATTORNEY IN THE STATE OF FLORIDA DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE TO THE HEREON DESCRIBED PROPERTY; THAT I FIND THE TITLE TO THE PROPERTY IS VESTED IN HH GULFSTREAM LAND HOLDINGS LLC, A DELAWARE LIMITED LIABILITY COMPANY, THAT THE CURRENT TAXES HAVE BEEN PAID; AND THAT ALL PALM BEACH COUNTY SPECIAL ASSESSMENT ITEMS, AND ALL OTHER ITEMS HELD AGAINST SAID LANDS HAVE BEEN SATISFIED; THAT ALL MORTGAGES NOT SATISFIED OR RELEASED OF RECORD NOT OTHERWISE TERMINATED BY LAW ARE SHOWN HEREON; AND THAT THERE ARE ENCUMBRANCES OF RECORD BUT THOSE ENCUMBRANCES DO NOT PROHIBIT THE CREATION OF THE SUBDIVISION DEPICTED BY THIS PLAT.

BY: MICHELLE DEROSA DATE: _____
 ATTORNEY AT LAW
 LICENSED IN FLORIDA
 MEMBER OF THE FLORIDA BAR
 FLORIDA BAR NUMBER 0084867

SURVEYOR AND MAPPER'S NOTES:

01. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF SAID BLOCK 33 HAVING A GRID BEARING OF SOUTH 88°37'25" EAST, ACCORDING TO OBSERVATIONS OF PALM BEACH COUNTY CONTROL MONUMENTS "GROVER" AND "TL SCOTT".
02. NO BUILDINGS OR ANY KIND OF CONSTRUCTION OR TREES OR SHRUBS SHALL BE PLACED ON ANY EASEMENT WITHOUT WRITTEN CONSENT OF ALL EASEMENT BENEFICIARIES AND ALL APPLICABLE COUNTY APPROVALS OR PERMITS AS REQUIRED FOR SUCH ENCROACHMENTS.
03. IN THOSE CASES WHERE EASEMENTS OF DIFFERENT TYPES CROSS OR OTHERWISE COINCIDE, DRAINAGE EASEMENTS SHALL HAVE FIRST PRIORITY, UTILITY EASEMENTS SHALL HAVE SECOND PRIORITY, ACCESS EASEMENTS SHALL HAVE THIRD PRIORITY, AND ALL OTHER EASEMENTS SHALL BE SUBORDINATE TO THESE WITH THEIR PRIORITIES DETERMINED BY USE OF RIGHTS GRANTED.
04. ALL LINES INTERSECTING CIRCULAR CURVES ARE NON-RADIAL UNLESS OTHERWISE NOTED.
05. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
06. ALL DISTANCES SHOWN ARE GROUND DISTANCES. UNITS-US SURVEY FOOT.

SURVEYOR & MAPPER'S CERTIFICATE

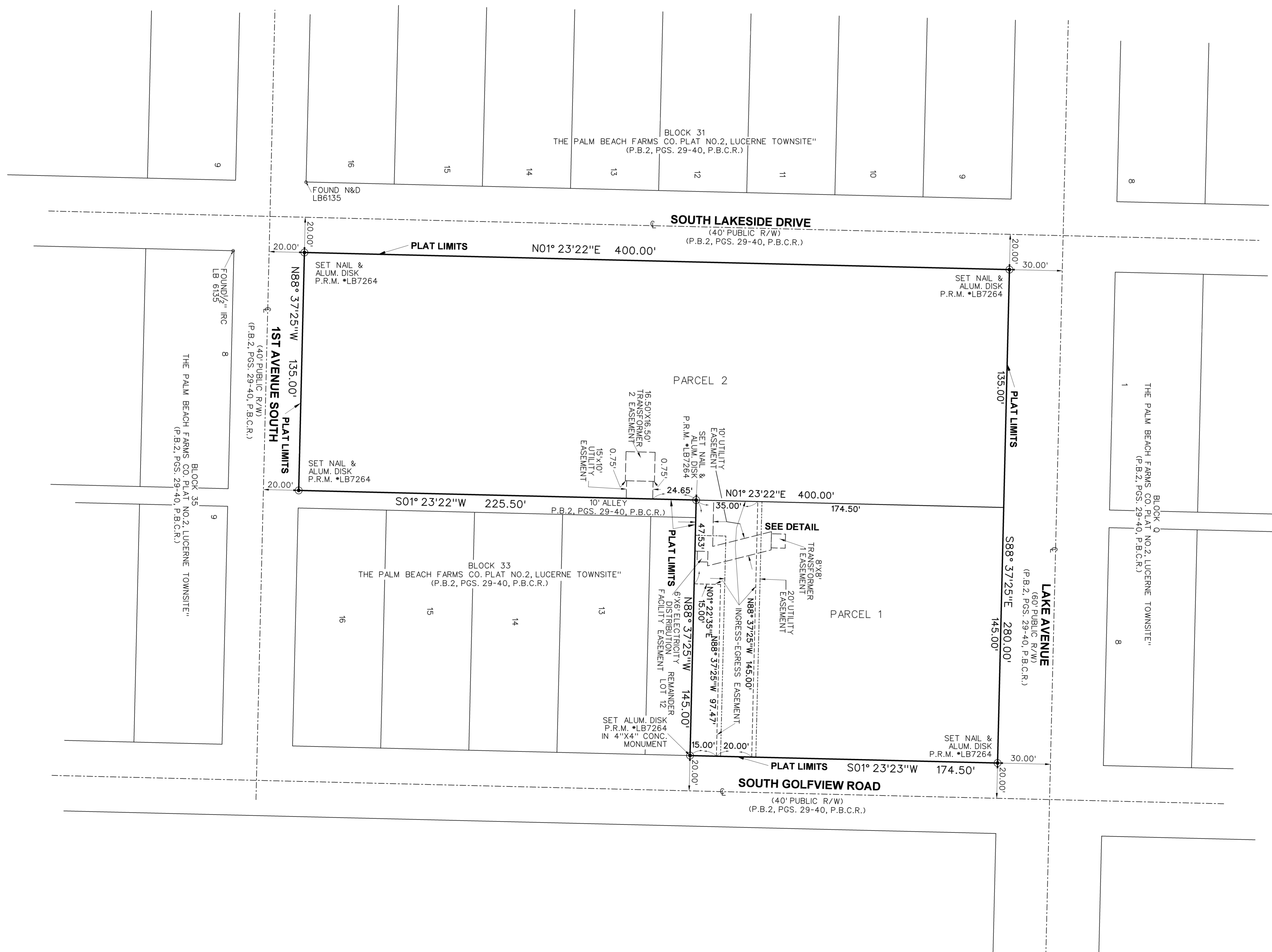
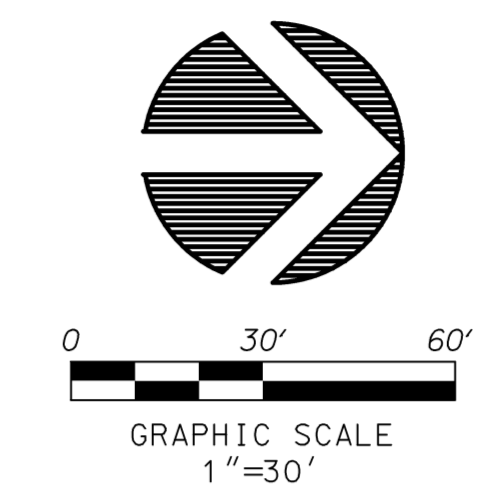
THIS IS TO CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PERMANENT REFERENCE MONUMENTS ("P.R.M.S.") AND MONUMENTS ACCORDING TO SEC. 177.091(9), F.S., HAVE BEEN PLACED AS REQUIRED BY LAW, AND, FURTHER, THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS AMENDED, AND THE ORDINANCES OF PALM BEACH COUNTY, FLORIDA.

JEFF S. HODAPP, P.S.M. DATE: _____
 LICENSE NO. LS5111
 STATE OF FLORIDA
 PERIMETER SURVEYING & MAPPING, INC.
 947 CLINT MOORE ROAD
 BOCA RATON, FL 33487
 CERTIFICATION OF AUTHORIZATION NO. LB7264

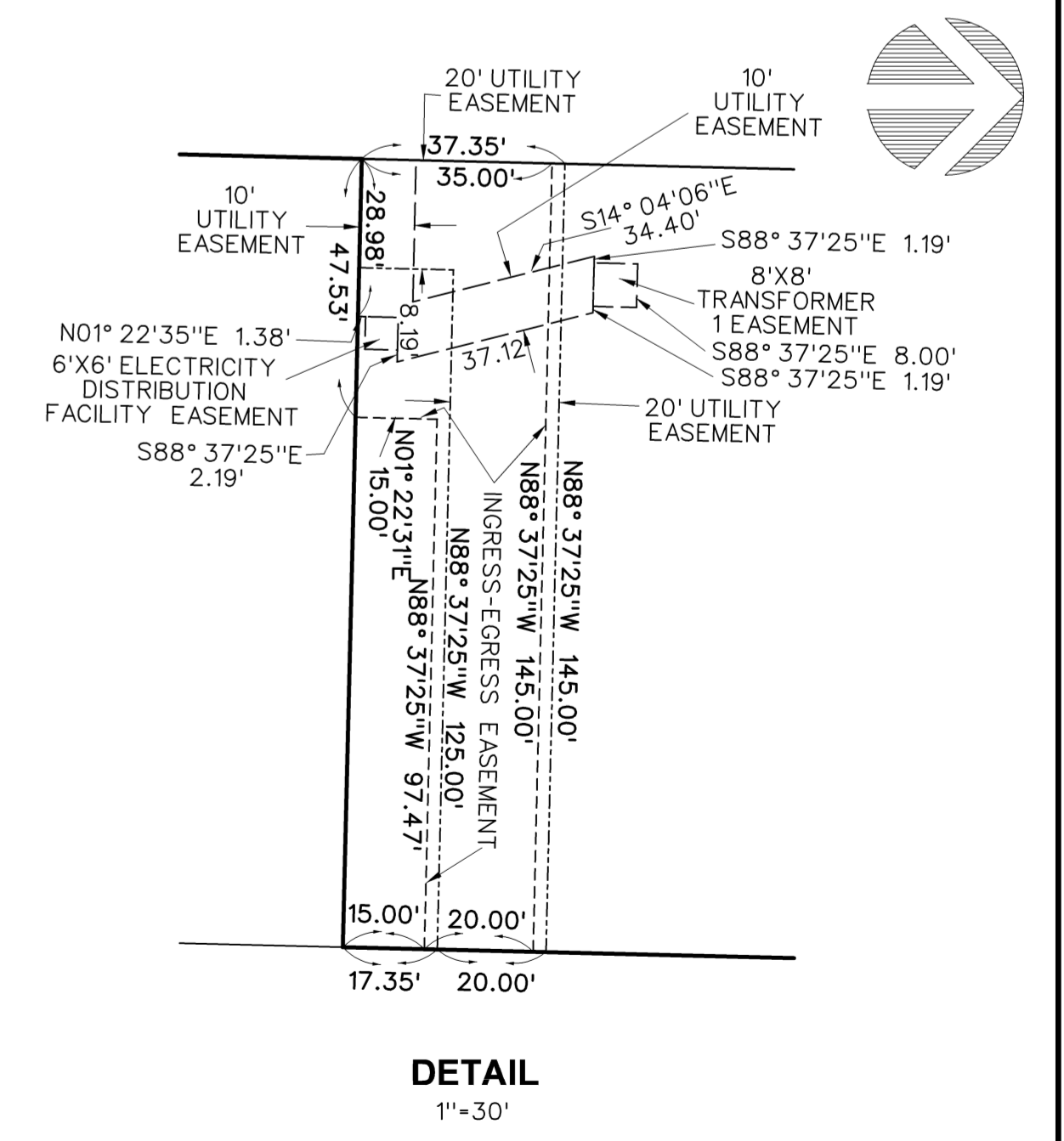
HH GULFSTREAM LAND HOLDINGS LLC	SOUTH FLORIDA FINANCING II, LLC,	CITY OF LAKE WORTH BEACH	REVIEWING SURVEYOR	SURVEYOR

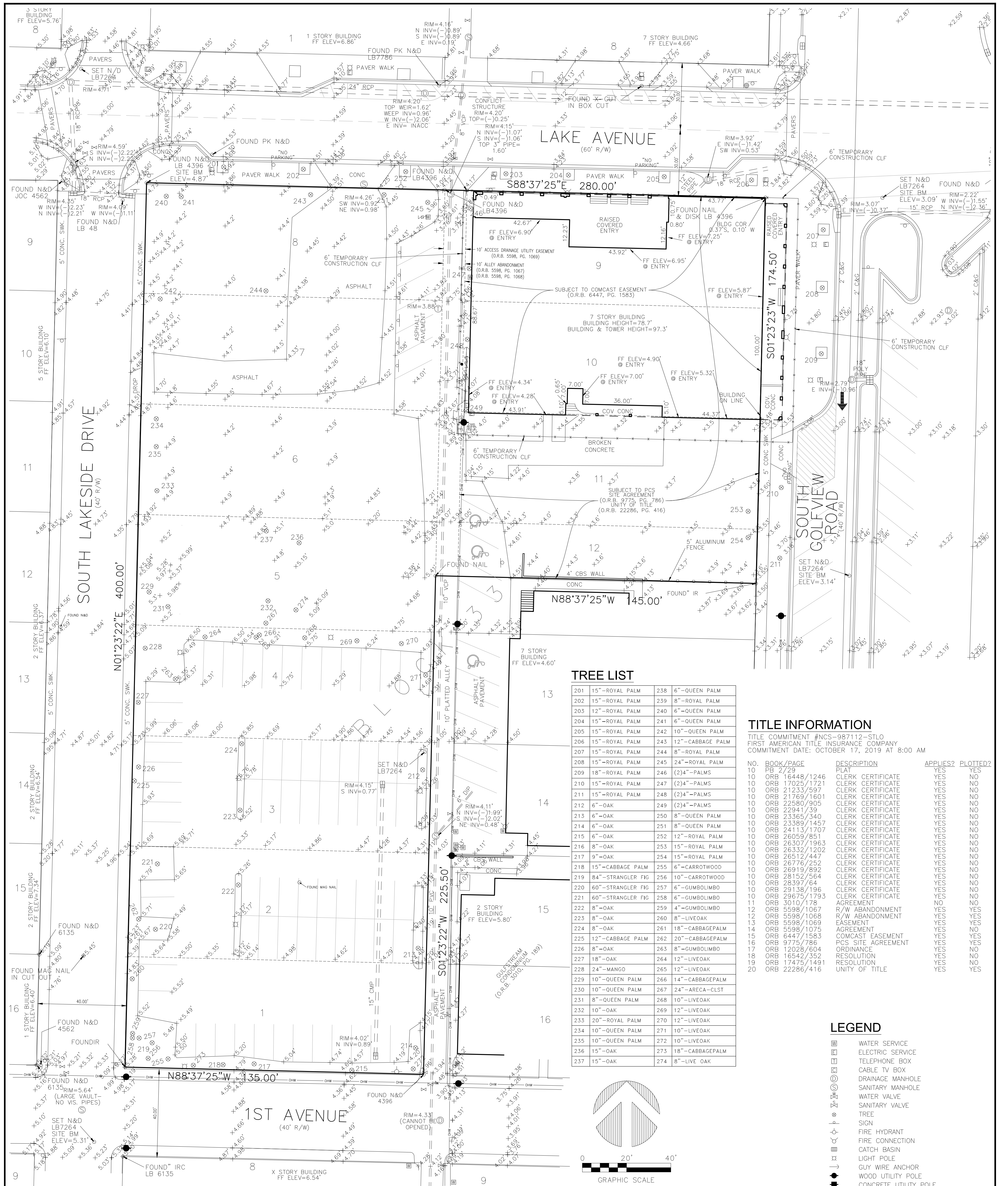
GULFSTREAM HOTEL CONSOLIDATION PLAT

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 AND THE NORTHERLY 24.50 FEET OF LOT 12, BLOCK 33, TOGETHER WITH THAT CERTAIN 10 FOOT WIDE STRIP OF LAND LYING WEST OF AND ADJACENT TO SAID LOTS 9, 10, 11 AND THE NORTHERLY 24.50 FEET OF LOT 12, BLOCK 33, ALL OF "THE PALM BEACH FARMS CO. PLAT NO.2, LUCERNE TOWNSITE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 29 THROUGH 40, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 27, TOWNSHIP 44 SOUTH, RANGE 43 EAST, CITY OF LAKE WORTH BEACH, PALM BEACH COUNTY, FLORIDA.



- LEGEND:**
- SET P.R.M. (UNLESS OTHERWISE NOTED) - 4" x 4" CONC. MON. WITH ALUMINUM DISK STAMPED PRM*LB7264 CENTERLINE
- ABBREVIATIONS:**
- ALUM. ALUMINUM
 - CONC. CONCRETE
 - COR. CORNER
 - P.D.E. PUBLIC DRAINAGE EASEMENT
 - F.P.L. FLORIDA POWER AND LIGHT COMPANY
 - L.B. LICENSED BUSINESS
 - L.B.E. LANDSCAPE BUFFER EASEMENT
 - L.M.E. LAKE MAINTENANCE EASEMENT
 - L.S. LICENSED SURVEYOR
 - L.S.E. LIFT STATION EASEMENT
 - L.W.D.D. LAKE WORTH DRAINAGE DISTRICT
 - MON. MONUMENT
 - O.R.B. OFFICIAL RECORDS BOOK
 - P.B. PLAT BOOK
 - P.B.C.R. PALM BEACH COUNTY RECORDS
 - P.D.E. PUBLIC DRAINAGE EASEMENT
 - PG. PAGE
 - PGS. PAGES
 - P.O.B. POINT OF BEGINNING
 - P.O.C. POINT OF COMMENCEMENT
 - P.R.M. PERMANENT REFERENCE MONUMENT
 - P.S.M. PROFESSIONAL SURVEYOR & MAPPER
 - P.U.D. PLANNED UNIT DEVELOPMENT
 - R.A.S. RESIDENTIAL ACCESS STREET
 - R.L.S. REGISTERED LAND SURVEYOR
 - R/W RIGHT-OF-WAY
 - SEC. SECTION
 - U.E. UTILITY EASEMENT
 - P.C. POINT OF CURVATURE
 - PT. POINT OF TANGENCY
 - PCC. POINT OF COMPOUND CURVATURE
 - NT. NON-TANGENT
 - R. RADIAL
 - L. LENGTH
 - D. DELTA (CENTRAL ANGLE)
 - (N.R.) NON-RADIAL





TREE LIST

201	15"-ROYAL PALM	238	6"-QUEEN PALM
202	15"-ROYAL PALM	239	8"-ROYAL PALM
203	12"-ROYAL PALM	240	6"-QUEEN PALM
204	15"-ROYAL PALM	241	6"-QUEEN PALM
205	15"-ROYAL PALM	242	10"-QUEEN PALM
206	15"-ROYAL PALM	243	12"-CABBAGE PALM
207	15"-ROYAL PALM	244	8"-ROYAL PALM
208	15"-ROYAL PALM	245	24"-ROYAL PALM
209	18"-ROYAL PALM	246	(2)4"-PALMS
210	15"-ROYAL PALM	247	(2)4"-PALMS
211	15"-ROYAL PALM	248	(2)4"-PALMS
212	6"-OAK	249	(2)4"-PALMS
213	6"-OAK	250	8"-QUEEN PALM
214	6"-OAK	251	8"-QUEEN PALM
215	6"-OAK	252	12"-ROYAL PALM
216	8"-OAK	253	15"-ROYAL PALM
217	9"-OAK	254	15"-ROYAL PALM
218	15"-CABBAGE PALM	255	6"-CARROTWOOD
219	84"-STRANGLER FIG	256	10"-CARROTWOOD
220	60"-STRANGLER FIG	257	6"-GUMBOLIMBO
221	60"-STRANGLER FIG	258	6"-GUMBOLIMBO
222	8"-OAK	259	4"-GUMBOLIMBO
223	8"-OAK	260	8"-LIVEOAK
224	8"-OAK	261	18"-CABBAGEPALM
225	12"-CABBAGE PALM	262	20"-CABBAGEPALM
226	8"-OAK	263	8"-GUMBOLIMBO
227	18"-OAK	264	12"-LIVEOAK
228	24"-MANGO	265	12"-LIVEOAK
229	10"-QUEEN PALM	266	14"-CABBAGEPALM
230	10"-QUEEN PALM	267	24"-ARECA-CLST
231	8"-QUEEN PALM	268	10"-LIVEOAK
232	10"-OAK	269	12"-LIVEOAK
233	20"-ROYAL PALM	270	12"-LIVEOAK
234	10"-QUEEN PALM	271	10"-LIVEOAK
235	10"-QUEEN PALM	272	10"-LIVEOAK
236	15"-OAK	273	18"-CABBAGEPALM
237	15"-OAK	274	8"-LIVE OAK

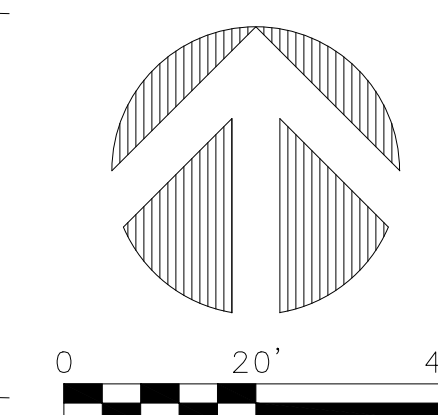
TITLE INFORMATION

TITLE COMMITMENT #NCS-987112-STLO
FIRST AMERICAN TITLE INSURANCE COMPANY
COMMITMENT DATE: OCTOBER 17, 2019 AT 8:00 AM

NO.	BOOK/PAGE	DESCRIPTION	APPLIES?	PLOTTED?
10	PB 2/29	PLAT	YES	YES
10	ORB 16448/1246	CLERK CERTIFICATE	YES	NO
10	ORB 17025/1721	CLERK CERTIFICATE	YES	NO
10	ORB 21233/597	CLERK CERTIFICATE	YES	NO
10	ORB 21769/1601	CLERK CERTIFICATE	YES	NO
10	ORB 22580/905	CLERK CERTIFICATE	YES	NO
10	ORB 22941/39	CLERK CERTIFICATE	YES	NO
10	ORB 23365/340	CLERK CERTIFICATE	YES	NO
10	ORB 23389/1457	CLERK CERTIFICATE	YES	NO
10	ORB 24113/1707	CLERK CERTIFICATE	YES	NO
10	ORB 26058/851	CLERK CERTIFICATE	YES	NO
10	ORB 26307/1963	CLERK CERTIFICATE	YES	NO
10	ORB 26332/1202	CLERK CERTIFICATE	YES	NO
10	ORB 26512/447	CLERK CERTIFICATE	YES	NO
10	ORB 26776/252	CLERK CERTIFICATE	YES	NO
10	ORB 26919/892	CLERK CERTIFICATE	YES	NO
10	ORB 28152/564	CLERK CERTIFICATE	YES	NO
10	ORB 28397/64	CLERK CERTIFICATE	YES	NO
10	ORB 29138/196	CLERK CERTIFICATE	YES	NO
10	ORB 29675/1793	CLERK CERTIFICATE	YES	NO
11	ORB 3010/178	AGREEMENT	NO	NO
12	ORB 5598/1067	R/W ABANDONMENT	YES	YES
12	ORB 5598/1068	R/W ABANDONMENT	YES	YES
13	ORB 5598/1069	EASEMENT	YES	YES
14	ORB 5598/1075	AGREEMENT	YES	NO
15	ORB 6447/1583	COMCAST EASEMENT	YES	YES
16	ORB 9775/786	PCS SITE AGREEMENT	YES	YES
17	ORB 12028/604	ORDINANCE	YES	NO
18	ORB 6542/352	RESOLUTION	YES	NO
19	ORB 17475/1491	RESOLUTION	YES	NO
20	ORB 22286/416	UNITY OF TITLE	YES	YES

LEGEND

	WATER SERVICE
	ELECTRIC SERVICE
	TELEPHONE BOX
	CABLE TV BOX
	DRAINAGE MANHOLE
	SAINITARY MANHOLE
	WATER VALVE
	SANITARY VALVE
	TREE
	SIGN
	FIRE HYDRANT
	FIRE CONNECTION
	CATCH BASIN
	LIGHT POLE
	GUY WIRE ANCHOR
	WOOD UTILITY POLE
	CONCRETE UTILITY POLE
	CLEAN OUT
	CENTERLINE
	BACKFLOW PREVENTER
	OVERHEAD WIRES
	FENCE
	EXISTING ELEVATION



LEGAL DESCRIPTION

PARCEL 1
LOTS 9, 10, 11 AND THE NORTHERLY 24.50 FEET OF LOT 12, BLOCK 33, "THE PALM BEACH FARMS CO. PLAT NO.2, LUCERNE TOWNSITE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 29 THROUGH 40, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID LAND LYING IN THE LUCERNE TOWNSITE, PALM BEACH COUNTY, FLORIDA.

AND

LOTS 7 AND 8, BLOCK 33, "THE PALM BEACH FARMS CO. PLAT NO.2, LUCERNE TOWNSITE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 29 THROUGH 40, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID LAND LYING IN THE LUCERNE TOWNSITE, PALM BEACH COUNTY, FLORIDA.

AND

LOTS 1 THROUGH 6, BLOCK 33, "THE PALM BEACH FARMS CO. PLAT NO.2, LUCERNE TOWNSITE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 29 THROUGH 40, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID LAND LYING IN THE LUCERNE TOWNSITE, PALM BEACH COUNTY, FLORIDA.

AND

PARCEL 2
THAT CERTAIN 10 FOOT WIDE STRIP OF LAND LYING WEST OF AND ADJACENT TO THE FOLLOWING DESCRIBED PARCEL:

LOTS 9, 10, 11 AND THE NORTHERLY 24.50 FEET OF LOT 12, BLOCK 33, "THE PALM BEACH FARMS CO. PLAT NO.2, LUCERNE TOWNSITE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 29 THROUGH 40, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID LAND LYING IN THE LUCERNE TOWNSITE, PALM BEACH COUNTY, FLORIDA.

NOTES

- REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- TITLE INFORMATION IS SHOWN ON THIS PAGE.
- BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF SAID BLOCK 33 HAVING A GRID BEARING OF SOUTH 88°37'25" EAST, ACCORDING TO OBSERVATIONS OF PALM BEACH COUNTY CONTROL MONUMENTS "GROVER" AND "TL SCOTT".
- ELEVATIONS SHOWN HEREON ARE BASED ON PALM BEACH COUNTY BENCHMARK "K 402", HAVING AN ELEVATION OF 15.699 NAVD 1988. ALL ELEVATIONS SHOWN HEREON ARE RELATIVE TO NAVD 1988, UNLESS NOTED OTHERWISE.
- SURVEYED PROPERTY CONTAINS 79,302 SQUARE FEET, MORE OR LESS.
- FLOOD INFORMATION IS AS FOLLOWS:
COMMUNITY NUMBER : 120213
PANEL NUMBER : 0781F
DATE OF FIRM INDEX : 10-05-2017
ZONE : AE
BASE FLOOD ELEVATION : 6.0'

ABBREVIATIONS

L	=	ARC LENGTH
ASPH	=	ASPHALT
(C)	=	CALCULATED
C&G	=	CURB & GUTTER
CB	=	CATCH BASIN
C.L.F.	=	CHAIN LINK FENCE
CONC.	=	CONCRETE
COR	=	CORNER
D	=	DELTA (CENTRAL ANGLE)
(D)	=	DEED
D.E.	=	DRAINAGE EASEMENT
I.P.	=	IRON PIPE
I.R.	=	IRON ROD
I.R.C.	=	IRON ROD & CAP
L.M.E.	=	LAKE MAINTENANCE EASEMENT
MON.	=	MONUMENT
N/D	=	NAIL AND DISC
O.R.B.	=	OFFICIAL RECORD BOOK
P.B.	=	PLAT BOOK
P.B.C.R.	=	PALM BEACH COUNTY RECORDS
P.G.	=	PAGE
P.O.B.	=	POINT OF BEGINNING
P.O.C.	=	POINT OF COMMENCEMENT
P.S.M.	=	PROFESSIONAL SURVEYOR & MAPPER
R	=	RADIUS
R/W	=	RIGHT-OF-WAY
TYP.	=	TYPICAL
U.E.	=	UTILITY EASEMENT
WM	=	WATER METER
WPP	=	WOOD POWER POLE

SURVEYOR'S CERTIFICATION

TO: FIRST AMERICAN TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1,2,3,4,7A, 8, 9, 10, 11,13,14,16,17, 18 OF TABLE A THEREOF.

THE FIELD WORK WAS COMPLETED ON FEBRUARY 25, 2022

JEFF S HODAPP
SURVEYOR AND MAPPER
FLORIDA LICENSE NO LSS1111

PERIMETER
SURVEYING & MAPPING
Certificate of Authorization No. LB7264
947 Clint Moore Road
Boca Raton, FL 33487
Tel: (561) 241-9988
Fax: (561) 241-5182

**GULFSTREAM HOTEL
ALTA/NSPS
LAND TITLE SURVEY**

NO.	DATE	BY	CHK'D	REVISION
1	06/12/2015	JSH	JKD	ORIGINAL SURVEY
2	12/19/2019	AJR	JSH	UPDATE SURVEY
3	02/25/2022	AJR	JSH	UPDATE SURVEY

Jeff S Hodapp
Digitally signed by Jeff S Hodapp
Date: 2022.03.02 15:38:18
SEAL 05'00"

JOB NO. 15132
SCALE 1"=20'
DRAWN AJR
CHECKED JSH
SHEET 1 of 1

STAFF REPORT REGULAR MEETING

AGENDA DATE: December 5, 2023

DEPARTMENT: Community Sustainability

TITLE:

Resolution No. 51-2023 – Abandoning the north 20-feet of the 9th Avenue South public right-of-way and abandoning the 10-foot alley right-of-way located between the properties at 821 South Dixie Highway and 808, 818, 824, 826 and 832 South H Street

SUMMARY:

Resolution No. 51-2023 is the second resolution required in a two-step process to abandon rights-of-way. The subject abandonment was requested by Madison Terrace, LLC to allow for the construction of a 176-unit multi-family project proposed on the north side of 9th Avenue South between South H Street and South Dixie Highway. This project is commonly referred to as “Madison Terrace.” The subject rights-of-way are approximately 300 feet in length by 10 feet wide (3,000 square feet), and approximately 280 feet in length by 20 feet wide (5,600 square feet). The rights-of-way will also revert back to the other abutting property owners.

BACKGROUND AND JUSTIFICATION:

The procedure to abandon public rights-of-way is established in Section 19-4 of the City’s Code of Ordinances. Section 19-4 states that the City Commission may, by its own initiative or upon request, adopt a resolution declaring the intention of the City Commission to consider the abandonment of rights-of-way.

The proposed abandonment is part of the request by Madison Terrace, LLC for the construction of a 176-unit multi-family project, commonly referred to as “Madison Terrace.” The project is a Mixed Use Urban Planned Development (Residential Only) that offers affordable age-restricted units to senior citizens.

Staff from Public Works, Water Utilities, and Electric Utilities Departments reviewed the request and had no issues with the abandonment. A condition of approval of the abandonment will require the applicant or property owner to record easements as necessary for utilities and public purposes within one (1) year of the passage of this resolution. The City Commission approved a resolution declaring their intent to consider the abandonment of the public right-of-way described above at the September 5, 2023 meeting, which was the first resolution of two required by Section 19-4 of the City’s Code of Ordinances.

Per Section 19-4, at least ten (10) days prior to the date set in the resolution for the public hearing, a notice of public hearing shall be published one (1) time in a newspaper of general circulation in the city. A newspaper advertisement will be published on the Lake Worth Herald on November 23, 2023.

MOTION:

Move to approve/disapprove Resolution No. 51-2023 to abandon the north 20-feet of the 9th Avenue South public right-of-way and to abandon the 10-foot alley right-of-way located between the properties at 821 South Dixie Highway and 818, 824, 826 and 832 South H Street.

ATTACHMENT(S):

Location Map
Resolution 51-2023



Legend



Outline of Right-Of-Way Abandonment



RESOLUTION NO. 51-2023 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, DECLARING THE ABANDONMENT OF THE NORTH 20- FEET OF THE 9TH AVENUE SOUTH PUBLIC RIGHT-OF-WAY LOCATED BETWEEN THE PROPERTIES AT 821 S DIXIE HIGHWAY, 901 S DIXIE HIGHWAY AND 832 SOUTH H STREET AND ABANDONMENT OF THE 10-FOOT ALLEY RIGHT-OF-WAY LOCATED BETWEEN THE PROPERTIES AT 821 S DIXIE HIGHWAY AND 808, 818, 824, 826 AND 832 SOUTH H STREET; SUBJECT TO CONDITIONS; AND PROVIDING FOR RECORDING AND AN AFFECTIVE DATE

WHEREAS, the City of Lake Worth Beach (“City”) owns a forty (40) foot wide strip of right-of way running between and adjacent to the south side of the property located at 821 S Dixie Highway and 832 South H Street in the City of Lake Worth Beach, as depicted on the sketch in Exhibit “A,” and more fully described in Exhibit “C” attached hereto and incorporated herein by reference (“the right-of-way”); and

WHEREAS, the City of Lake Worth Beach (“City”) owns a ten (10) foot wide strip of alley right-of way running between and adjacent to the east side of the properties located at 808, 818, 824, 826, and 832 South H Street and the west side of the property located at 821 South Dixie Highway in the City of Lake Worth Beach, as depicted on the sketch in Exhibit “B,” and more fully described in Exhibit “D” attached hereto and incorporated herein by reference (“the alley right-of-way”); and

WHEREAS, Madison Terrace LLC on behalf of BUYERS CHOICE AUTO SALES, has requested abandonment of the right-of-way and the alley right-of-way to allow for the construction of a 176-unit multi-family project proposed on the north side of 9th Avenue South utilizing the parcels located at 821 South Dixie Highway, 818 South H Street, 824 South H Street, 826 South H Street, and 832 South H Street (PCN: 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). This project is commonly referred to as “Madison Terrace”; and

WHEREAS, this abandonment does not include the south 20 feet of the right-of-way adjacent to the north side of 902 South H Street and 901 South Dixie Highway as the City will continue to utilize this portion of the right-of-way to access utilities in the alley to the south; and

WHEREAS, the City has not utilized the remainder of the right-of-way or the alley right-of-way for right-of-way purposes or for any other public purpose except for utilities; and

WHEREAS, the property owners of 821 S Dixie Highway and 808, 818, 824, 826

and 832 South H Street have agreed to grant easements to the City for utility purposes in the area of the right-of-way and alley right-of-way to be abandoned; and

WHEREAS, the City Commission adopted a resolution on September 5, 2023 to declare the City's intention to abandon said right-of-way and alley right-of-way; and

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

WHEREAS, the abandoned right-of-way will be divided along the shared property line between the current owners of the two adjoining properties at 821 S Dixie Highway and 832 South H Street; and

WHEREAS, the abandoned alley right-of-way will be divided along its center line between the current owners of the adjoining properties at 821 S Dixie Highway and 808, 818, 824, 826, and 832 South H Street; and

WHEREAS, the City has determined that abandoning the right-of-way serves a valid public purpose.

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

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

Section 2. The City Commission of the City of Lake Worth Beach, Florida, hereby declares the right-of-way described in Exhibits "C" as abandoned for all legal purposes, and the same shall revert back to the current property owners of the adjoining properties at 821 S Dixie Highway and 832 South H Street in the City of Lake Worth Beach.

Section 3. The City Commission of the City of Lake Worth Beach, Florida, hereby declares the alley right-of-way described in Exhibit "D" as abandoned for all legal purposes, and the same shall revert back to the current property owners of the adjoining properties at 821 S Dixie Highway and 808, 818, 824, 826, and 832 South H Street in the City of Lake Worth Beach.

Section 4. The City Commission has approved the abandonment subject to the condition that the utility easements along the right-of-way and alley right-of-way being abandoned shall be recorded by property owners, at no cost to the City, within one (1) year of the passage of this resolution.

Section 5. The City Clerk is hereby directed to cause this Resolution to be recorded upon its passage in the Official Records in and for the County of Palm Beach,

Florida, to evidence this abandonment.

Section 6. This resolution shall become effective immediately upon recordation of the required easements described in Section 4.

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

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

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

LAKE WORTH BEACH CITY COMMISSION

By: _____
Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, MMC, City Clerk

EXHIBIT "A"

Sketch of 9th Avenue South Abandonment

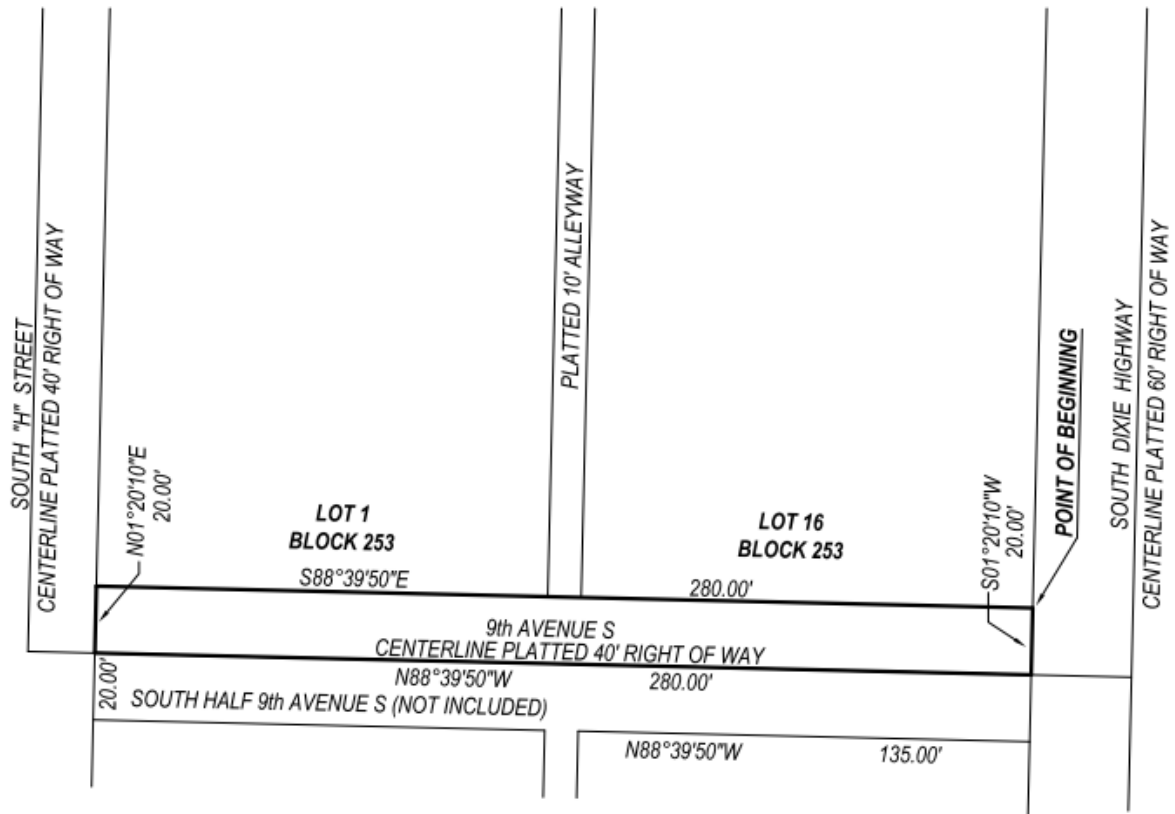


EXHIBIT "B"

Sketch of Alley Abandonment

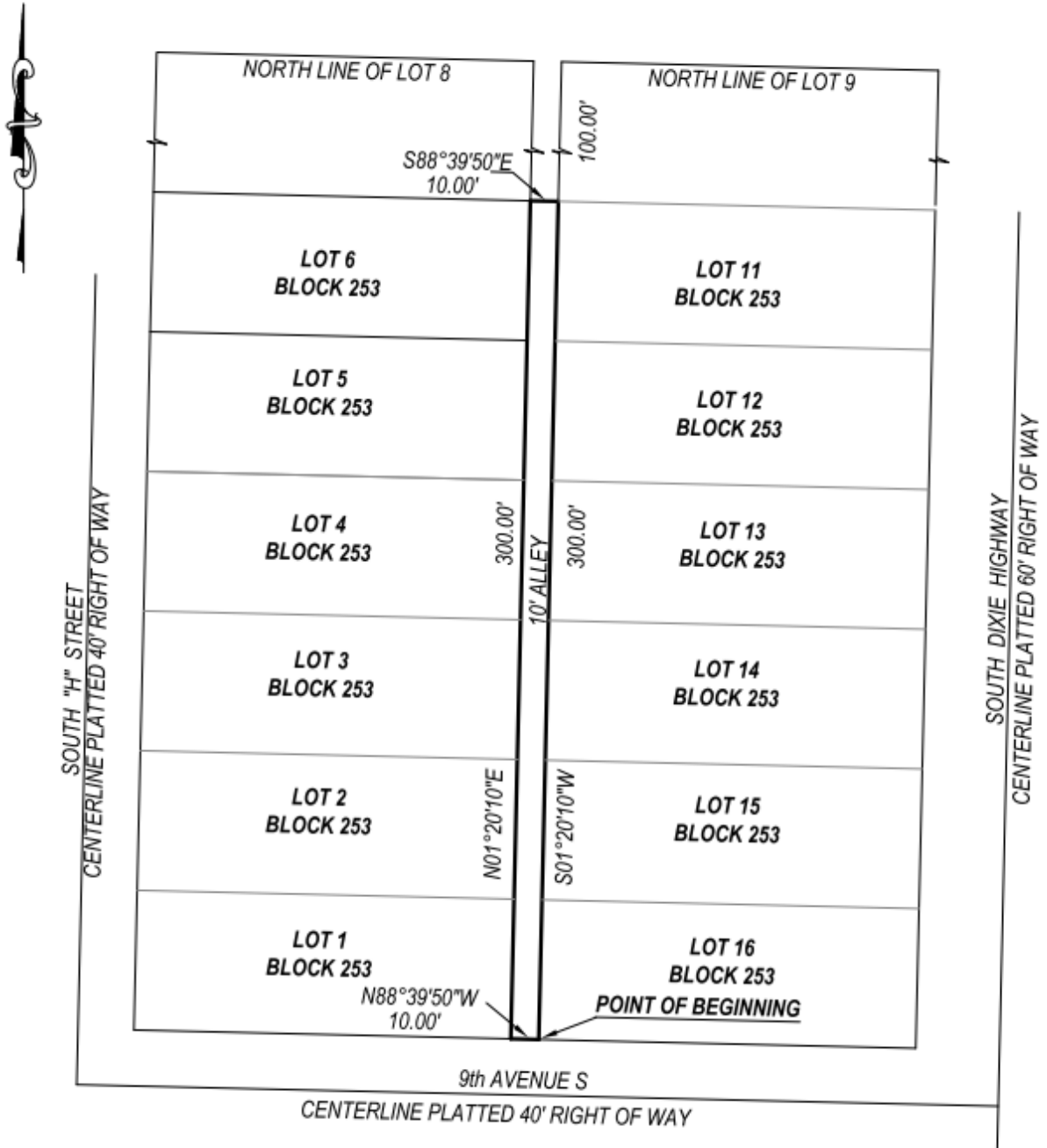


EXHIBIT "C"

Legal Description of 9th Avenue South Abandonment

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, TOWNS/TE OF LUCERNE (NIKIA 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 ALONG THE SOUTHERLY EXTENSION OF THE WESTERLY RIGHT OF WAY OF S DIXIE HIGHWAY (ALSO BEING THE EAST BOUNDARY LINE OF SAID LOT 16) A DISTANCE OF 20.00 FEET TO A POINT ON THE CENTERLINE OF SAID 9TH AVENUE; THENCE PROCEED N88°39'50"W ALONG SAID CENTERLINE LINE A DISTANCE OF 280.00 FEET TO THE INTERSECT/ON POINT WITH THE SOUTHERLY EXTENSION OF THE EAST RIGHT WAY LINE OF SOUTH 'H' STREET; THENCE PROCEED N01°20'10"E A DISTANCE OF 20.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SAID 9TH AVENUE, 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±

EXHIBIT "D"

Legal Description of Alley Abandonment

A PORTION OF THE 10' ALLEYWAY LYING IN BLOCK 253, PALM BEACH FARMS CO., PLAT NO. 2, TOWNS/TE OF LUCERNE (NIKIA 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 300.00 FEET TO THE NORTHWEST CORNER OF LOT 6, 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 11, BLOCK 253; THENCE PROCEED S01°20'10"W ALONG SAID EAST LINE A DISTANCE OF 300.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 3000.0 SQUARE FEET±

STAFF REPORT REGULAR MEETING

AGENDA DATE: December 5, 2023

DEPARTMENT: Leisure Services

TITLE:

Parking enforcement solutions equipment and related services agreement with IPS Group, Inc.

SUMMARY:

Agreement with IPS Group, Inc. for parking enforcement solutions equipment and related services

BACKGROUND AND JUSTIFICATION:

On December 1, 2022, the City entered into the parking enforcement solutions equipment and related services agreement with the IPS Group, Inc. utilizing the National Cooperative Purchasing Alliance.

This agreement with the IPS Group, Inc. provided the city with software and equipment to enforce parking with mobile enforcement handheld devices. The agreement included a web-based system and operating system software known as the IPS Data Management System. This system includes the data management system, credit/debit card gateway and related support.

On December 1, 2022, the National Cooperative Purchasing Alliance (NCPA) issued a new agreement for the referenced services under RFP#42-22 with the Vendor (IPS Group, Inc.) and with the term through December 31, 2025.

The City and the IPS Group, Inc. wish to enter into a new agreement under the same terms and conditions as the NCPA Agreement. This agreement would be for a period of three (3) years with the option to renew for up to two (2) additional one-year terms.

The City's Procurement Policy and Code authorizes the purchases of goods and services through "piggybacking" other governmental competitively procured agreements.

MOTION:

Move to approve/disapprove the parking enforcement solutions equipment and related services agreement with IPS Group, Inc.

ATTACHMENT(S):

Fiscal Impact Analysis
Agreement

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Inflows/Revenues					
Appropriated (Budgeted)	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/Expenditures					
Appropriated (Budgeted)	\$115,000	\$115,000	\$115,000	\$115,000	\$115,000
Operating	0	0	0	0	0
Capital	0	0	0	0	0
Net Fiscal Impact <i>(If not budgeted)</i>	0	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

Contract Award - Existing Appropriation (Budgeted)	
	Expenditure
Department	Leisure Services
Division	Parking
GL Description	Other Contractual Service
GL Account Number	140-8050-579.34-50
Project Number	N/A
Requested Funds	\$115,000
Remaining Balance	\$21,493
Source of Revenue (i.e. Paygo. Current Revenue, Bond Money, Grants, etc.)	Current Revenue

AGREEMENT FOR PARKING ENFORCEMENT SOFTWARE AND EQUIPMENT
(Utilizing IPS Group, Inc. Parking Services & Solutions – Contract Number: 05-81)

THIS AGREEMENT FOR PARKING ENFORCEMENT SOFTWARE AND EQUIPMENT (“Agreement”) is made as of _____, by and between the **CITY OF LAKE WORTH BEACH**, 7 N. Dixie Highway, Lake Worth Beach, FL 33460, a Florida municipal corporation organized and existing under the laws of the State of Florida, (“CITY”), and **IPS Group, Inc.** a California Corporation authorized to do business in the State of Florida, whose address is 7737 Kenarmar CT, San Diego, CA 92121 (“CONTRACTOR”).

RECITALS

WHEREAS, the CITY’s Leisure Service department is in need of Parking Enforcement Software and Equipment; and

WHEREAS, on December 1, 2022 the National Cooperative Purchasing Alliance (NCPA) awarded a contract for Parking Enforcement Software and Equipment under RFP # 42-22 to the CONTRACTOR (“NCPA Contract”); for a period of three (3) years with option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC; and

WHEREAS, the NCPA Agreement authorizes the CONTRACTOR to extend the terms and conditions of the NCPA Agreement to other government entities at the discretion of the CONTRACTOR; and

WHEREAS, the City and the Contractor wish to enter into a new agreement with the Contractor under the same terms and conditions as the NCPA Agreement.

WHEREAS, the CITY has requested and the CONTRACTOR along with the National Cooperative Purchasing Alliance has agreed to extend the terms and conditions of the NCPA Contract to the CITY for Parking Enforcement Software and Equipment; and,

WHEREAS, the CITY has reviewed the unit prices from the NCPA Contract and determined that the NCPA Contract unit prices are competitive and will result in the best value to the CITY.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. The NCPA Contract. The terms and conditions of the NCPA Contract are adopted by reference and established in this Agreement as if set forth at length herein. Accordingly, the CITY shall have all rights and responsibilities as a participating entity under the NCPA Contract. All required insurance policies of the CONTRACTOR under the NCPA Contract are required under this Agreement and will list the CITY as an additional insured.

3. Term. The term of this Agreement shall be consistent with the term of the NCPA Contract, which is valid until November 30, 2025 (unless earlier terminated by the CITY or CONTRACTOR as stated herein). If the NCPA Contract is extended beyond December 31, 2025, the CITY and CONTRACTOR may extend the term of this Agreement commensurate with that of the NCPA Contract extension by written amendment.

4. Conflict of Terms and Conditions. Conflicts between documents that make up this Agreement shall be resolved in the following order of precedence:

- a. Any amendments to this Agreement;
- b. This Agreement; and,
- b. The NCPA Contract.

5. Compensation to CONTRACTOR. CONTRACTOR shall submit invoices to the CITY for review and approval by the CITY's representative, indicating that all goods and services have been provided and rendered in conformity with this Agreement and then will be sent to the Finance Department for payment. The invoices will reflect the rates to be charged under the NCPA Contract, which are attached as **Exhibit "A"** to this Agreement for ease of reference. Invoices will normally be paid within thirty (30) days following the CITY representative's approval. In order for both parties herein to close their books and records, CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final/last billing to the CITY. This certifies that all services have been properly performed and all charges have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the CONTRACTOR. The CITY will not be liable for any invoice from the CONTRACTOR submitted thirty (30) days after the provision of all services.

6. Miscellaneous Provisions.

- A. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in Palm Beach County. 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.
- B. Except for any obligation of the CONTRACTOR to indemnify the CITY, if any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, each party shall be liable and responsible for their own attorney's fees incurred in that enforcement action, dispute, breach, default or misrepresentation. FURTHER, 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.
- C. 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, to 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.

- D. All notices required in this Agreement shall be sent by certified mail, return receipt requested or by nationally recognized overnight courier, and sent to the addresses appearing on the first page of this Agreement. Notices to the CITY shall be to the attention of the City Manager.
- E. The CITY and the CONTRACTOR agree that this Agreement (including the terms and conditions of NCPA Contract) sets forth the entire agreement 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. 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.
- F. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement. This Agreement may be executed electronically.
- G. 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, to 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.
- H. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- I. 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.
- J. PUBLIC RECORDS. The CONTRACTOR 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 Agreement and following completion of this Agreement if the CONTRACTOR does not transfer the records to the CITY.
4. Upon completion of this 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 service. 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 or designee, 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 AGREEMENT, 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.

K. SCRUTINIZED COMPANIES.

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.
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.

3. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
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.
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.
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.

L. E-VERIFY.

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

1. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
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;
3. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the CITY upon request;
4. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
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,
6. Be aware that if the CITY terminates this Agreement under Section 448.095(2)(c), Florida Statutes, CONTRACTOR may not be awarded a contract for at least 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.

M. DATA PROTECTION.

The Contractor acknowledges that under this Agreement the City is authorizing the Contractor to access and/or receive certain City systems and/or networks which may contain data that is personal, private, and/or confidential ("City Data") in order to perform the services required in this Agreement. In order to ensure that the City Data is protected, the Contractor agrees on behalf of itself, its employees and agents, who may have access to the City Data and/or receive the City Data, that the City Data will not be stored, copied, analyzed, monitored, or otherwise used except for the sole purposes of performing the services required under this Agreement. Contractor agrees that it will and all of its employees and agents will fully comply with all applicable laws, regulations, and government orders relating to the City Data, including without limitation all personally identifiable information ("PII") and data privacy with respect to any such City Data. The Contractor will protect all City Data, including but not limited to PII, and

will not use, disclose, or transfer such City Data except as necessary to perform the services under this Agreement or as specifically authorized by applicable law. To the extent that Contractor receives or has access to any City Data with PII related to or arising from the performance of this Agreement, the Contractor will protect the privacy and legal rights of City's personnel, clients, customers, and agents.

N. INFORMATION SECURITY BREACH NOTIFICATION. The Contractor agrees to notify the City within two (2) business days in writing of any discovery by Contractor of any breach or suspected breach of the provisions of this Agreement with regards to City Data or any loss or unauthorized use, disclosure, acquisition of, or access to any City Data which Contractor becomes aware of (any such breach or suspected breach being referred to herein as a "Data Breach"). Such notice shall summarize in reasonable detail the effect and potential effect on the City and any of its personnel, clients, customers, and agents, if known, of the Data Breach, and the corrective action taken or to be taken by the Contractor to safeguard the City Data and to prevent any further Data Breaches. Contractor shall promptly take all appropriate and legally required corrective actions, and shall cooperate fully with City in all reasonable and lawful efforts to prevent, mitigate, or rectify such Data Breach. The Contractor agrees to be fully responsible for and liable for any costs, expenses (including reasonable attorney's fees), and penalties assessed against the City due to any Data Breach involving City Data that is maintained by or under the control of VENDOR unless the VENDOR can demonstrate that it was not responsible for such Data Breach.

***REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS***

IN WITNESS WHEREOF, the CITY and CONTRACTOR hereto have made and executed this Agreement for Integrated Parking Management System as of the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, MMC, 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

CONTRACTOR: **IPS GROUP, INC.**

By: Brian Webber

[Corporate Seal]

Print Name: BRIAN WEBBER

Title: GENERAL COUNSEL

STATE OF _____)
COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of • physical presence or • online notarization on this ____ day of _____ 2023, by _____, as the _____ [title] of **IPS Group, Inc.**, a Corporation, which is 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.

[SEAL]

See Attached

NOTARY PUBLIC

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of San Diego }
On 10.6.2023 before me, Mary Hill, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Brian Webber
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Mary Hill
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____



NCPA
PARKING ENFORCMENT SOFTWARE AND EQUIPMENT
SOLICITATION NUMBER 42.22
DUE NOVEMBER 17, 2022 @ 2:00 PM CT

Handheld Enforcement Devices

Lease Option:	MSRP	NCPA
1-piece XF-1 Mobile Enforcement Device with built in Printer OR 2-piece Samsung Mobile Enforcement Smart Device with 3" Bluetooth Printer	x	x
Mobile Enforcement Software	x	x
Remote Management Suite	x	x
Comprehensive Phone Support	x	x
General Maintenance	x	x
Installation and Training	x	x
Warranty	36 months	36 months
LEASE PRICING (Per Device/Month)	\$295.00	\$260.00

Purchase Option: 1-Piece Enforcement Device	MSRP	NCPA
XF-1 Mobile Enforcement Device	\$3,950.00	\$3,500.00
Charging Cradle	\$225.00	\$199.00
Spare Battery	\$137.50	\$125.00
Carrying Case	\$55.00	\$50.00
5-Year Warranty (Optional)	\$575.00	\$525.00
Purchase Option: 2-Piece Enforcement Device	MSRP	NCPA
Agency can supply their own iOS or Android smart device	N/A	N/A
Samsung Note 8 with ruggedized case, charger, and cradle	\$1,095.00	\$995.00
iOS iPhone 10 with ruggedized case and charger, and cradle	\$1,650.00	\$1,495.00
3inch Bluetooth Printer (Seiko or Zebra)	\$1,100.00	\$995.00



Enforcement Management System

Initial Setup	Units	MSRP	NCPA
One Time Setup & Configuration	Per Unit	\$5,500 - \$11,000	\$5,000 - \$10,000
Data Conversion from Existing Citation System	One Time	\$3,850.00	\$3,500.00
Third Party Integration Setup (One-Time)	Per Integration	\$2,200.00	\$2,000.00
Citation Paper Template Setup (One-Time)	Per Template	\$85.00	\$75.00
Mobile Citation Paper (per roll) QTY 100	Per Roll	\$15.50	\$13.95
Mobile Citation Paper (per roll) QTY 200	Per Roll	\$10.95	\$9.95
Mobile Citation Paper (per roll) QTY 500	Per Roll	\$8.75	\$7.95
Estimated Travel Expenses for Installation	Per Trip	\$2,200.00	\$2,000.00
On-site training and installation	Per Day	\$675.00	\$600.00
Customization Outside the Original Scope of Work	Per Hour	\$225.00	\$200.00



Enforcement Back Office and Processing Services

Ongoing Services	Units	MSRP	NCPA
Enforcement Management System Monthly Software Fee	Per Month	\$2,150 per month or \$1.75 per ticket, whichever is higher	\$1,950.00 per month or \$1.50 per ticket, whichever is higher
Handheld Enforcement Device Cellular Data Plan <i>*Agency only pays if they use IPS data plan</i>	Per Unit/Per Month	\$60.00	\$55.00
Handheld Device License & Support	Per Unit/Per Month	\$60.00	\$55.00
Monthly Third-Party Integration Maintenance & Support	Per Integration/Per Month	\$85.00	\$75.00
Registered Owner Information Acquisition (Plus any state applied fees)	Per Unit	\$1.10	\$1.00
Delinquent Notice Processing & Mailing (Postage Included)	Per Notice	\$1.10	\$1.00
Advanced Delinquent Collections (Anything over 90 days delinquent)	Total Collected	40%	35%
Secure Gateway Fee: Online, Over the Counter, and IVR Credit Card Payments <i>*Can be charged to the public - assumes the use of the client merchant account.</i>	Per Transaction	\$3.95 Per Transaction	\$3.50 Per Transaction
Optional: IPS Hosted Merchant Account: Interchange Plus Fees <i>*Can be charged to the public</i>	Per Transaction	3.5%	3.25%
Customization Outside original scope of work	Per Hour	\$225.00	\$200.00



Permit Management System

Permits	Units	MSRP	NCPA
One Time Setup & Configuration	Per Unit	\$8,000-\$11,000	\$7,500-\$10,000
Physical Permit (QUOTED based on Agency's specs)	Per Unit	TBD	TBD
Per Permit	Per Unit	\$2.25	\$2.00
Letter Mailing (Includes postage)	Per Letter	\$1.50	\$1.25
Permit Fulfillment	Per Unit	\$2.25	\$2.00
Secure Gateway Fee: Online Credit Card Payments <i>*Can be charged to the public - assumes the use of the client merchant account.</i>	Per Transaction	\$3.95 per Transaction	\$3.50 Per Transaction
Optional: IPS Hosted Merchant Account: Interchange Plus Fees <i>*Can be charged to the public</i>	Per Transaction	3.5%	3.25%
Any Customizations Out of Original Scope of Work	Per Hour	\$225.00	\$200.00

IVR/Lock-box System Fee Schedule

IVR/ Lockbox Services	Units	MSRP	NCPA Price
IVR Solution	Per Month	\$275.00	\$250.00
IVR Recorded and Stored Calls	Per Call	\$0.55	\$0.50
IVR Transcription	Per Call	\$1.10	\$1.00
Lock Box Set-up	One-Time	\$825.00	\$750.00
Lock box Operations	Per Month	\$160.00	\$145.00
Lock Box Mail-in Payment	Per Unit	\$1.10	\$1.00
Secure Gateway Fee: Online, Over the Counter, and IVR Credit Card Payments <i>*Can be charged to the public - assumes the use of the client merchant account.</i>	Per Transaction	\$3.95 Per Transaction	\$3.50 Per Transaction
Optional: IPS Hosted Merchant Account: Interchange Plus Fees <i>*Can be charged to the public</i>	Per Transaction	3.5%	3.25%
Any Customizations Out of Original Scope of Work	Per Hour	\$225.00	\$200.00



24- Hour Call Center

24 Call Center Services	Units	MSRP	NCPA Price
Cost Per Minute	Per Minute	\$1.10	\$1.00

Mobile License Plate Recognition

Items	Units	MSRP	NCPA Price
2-Camera Mobile LPR System, Includes: <ul style="list-style-type: none"> • (2) Mobile LPR Cameras w/Cables • (2) Camera Mounting Brackets • (1) In-Vehicle Processor • (1) Touch Screen Tablet • (1) Tablet Mount & Docking Station • (2) Camera License Keys • System Start-up & Commissioning • Extended Warranty 	Per System	\$45,500.00	\$39,995.00
Camera License Key (Year 1 Included in System Package Above)	Per Camera/Per Year	\$625.00	\$550.00
Parking Toolkit	Per System/Per Year	\$1,250.00	\$1,050.00
Third Party Integration	Per Client/Per Year	\$1,250.00	\$1,050.00
On-Site Installation & Travel	Per System	TBQ	TBQ
Shipping	Per System	TBQ	TBQ

NOTE: Pricing does not include any applicable state or local taxes that are required to be paid by the City currently or in the future. This pricing is FOB, IPS Group, San Diego, CA. Sales taxes and shipping charges will be added to the final invoice. IPS shall have the right to adjust Agreement pricing due to increases in Inflation as published by the US Bureau of Labor Statistics for All Items: Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average and will not exceed 3% compounded annually.

STAFF REPORT REGULAR MEETING

AGENDA DATE: December 5, 2023

DEPARTMENT: Financial Services

TITLE:

Resolution No. 55-2023 -- Reimbursement and Travel Expense Policy Update

SUMMARY:

The purpose of this Resolution is to update City's Reimbursement and Travel Expense Policy to allow for a more efficient and expedient process.

BACKGROUND AND JUSTIFICATION:

Eighteen months after the April 19, 2022 authorization to implement a new city travel and reimbursement policy, feedback gleaned from city commissioners, department heads, and other city staff eligible to travel, prompted the Department of Financial Services to update the procedures in order to make the policy more efficient and user friendly. The revised policy continues to allow for business travel and training that directly benefit city initiatives and activities. The updates include application of per-diem rates, clarifications on application of different types of travel and simplified Travel Request Form. The updated policy will continue to ensure that public funds are expended in a reasonable and prudent manner. All reimbursable travel must be incurred as a result of necessity pursuant to the employee's office duties.

MOTION:

Move to approve/disapprove Resolution 55-2023 to update the Reimbursement and Travel Expense Policy

ATTACHMENT(S):

Resolution 55-2023
Reimbursement and Travel Expense Policy

RESOLUTION NO. 55-2023 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, ADOPTING A CITY OF LAKE WORTH BEACH REIMBURSEMENT AND TRAVEL EXPENSE POLICY AND PROCEDURAL GUIDE PURSUANT TO SECTION 166.021(9), FLORIDA STATUTES; AUTHORIZING THE CITY MANAGER TO ADMINISTRATIVELY AMEND THE PROCEDURAL GUIDE TO ADDRESS MINOR IMPLEMENTATION AND INTERPRETATION ISSUES; AND, PROVIDING FOR REPEAL OF CONFLICTS AND AN EFFECTIVE DATE

WHEREAS, under section 166.021(9), Florida Statutes, municipalities are authorized to adopt a per diem and travel expense policy for its employees, officers, and other authorized persons who travel as part of their official city duties; and

WHEREAS, the City desires to adopt a per diem and travel expense policy to provide sufficient protocols and processes to properly manage official travel and the related costs and expenses; and

WHEREAS, the City also desires to adopt a procedural guide to assist all authorized travelers with the process and procedures for approval of official travel and reimbursement of travel costs and expenses; and

WHEREAS, the City Commission finds the adoption of the City of Lake Worth Beach Reimbursement and Travel Expense Policy and Procedural Guide serves a valid public purpose.

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

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

Section 2. Pursuant to section 166.021(9), Florida Statutes, the City Commission of the City of Lake Worth Beach hereby adopts the City of Lake Worth Beach Reimbursement and Travel Expense Policy and Procedural Guide, which is attached hereto as Exhibit "A" and incorporated herein.

Section 3. The City Commission authorizes the City Manager to make administrative amendments to the Procedural Guide to address minor implementation and interpretation issues as they may arise from time to time.

Section 4. All resolutions including, but not limited to Resolutions No. 57-2012 and No. 01-2022, or parts of resolutions are hereby amended to the extent that they are in conflict with this Resolution.

Section 5. This Resolution shall become effective immediately upon passage.

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

Mayor Betty Resch
Vice Mayor 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, MMC, City Clerk

City of Lake Worth Beach
Reimbursement and Travel Expense Policy
and
Procedural Guide
Authorized by Resolution _____

Revision Date: xx/xx/2023
Effective Date: xx/xx/2023

I. Policy Purpose Statement

As authorized by Resolution _____, the City of Lake Worth Beach shall allow travel for business and training purposes that directly benefit and support City initiatives and activities and ultimately serve a valid public purpose. Below is a comprehensive procedural guide which implements the City's reimbursement and travel expense policy and is intended to provide for the reasonable and prudent use of public funds. To be expensed and reimbursable, expenditures must be incurred as a result of necessity pursuant to the official duties of City officers, employees, and other authorized persons as defined in section 166.021(9), Florida Statutes.

All persons seeking reimbursement should incur the lowest reasonable travel expenses and exercise care to avoid impropriety or the appearance of impropriety. Reimbursement is allowed only when reimbursement has not been, and will not be, received from other sources. If a circumstance arises that is not specifically covered in this procedural guide, then the most conservative course of action should be taken.

II. Policy Scope

This policy and procedural guide shall apply to all City employees, City officers and other authorized persons as defined in section 166.021(9), Florida Statutes, which includes the Mayor, City Commissioners, appointed City board or City committee members, who are authorized pursuant to the following procedures to incur travel expenses in the performance of their official duties (hereinafter collectively referred to as "Travelers").

As defined in section 112.061(2), Florida Statutes, travel shall include the following categories:

- **Class A Travel** - Continuous travel exceeding 24 hours away from the City- see below for procedures.
- **Class B Travel** - Continuous travel of up to 24 hours away from the City and requires overnight lodging- see below for procedures.
- **Class C Travel** - A day trip whereby overnight lodging is not needed. The City will not cover travel expenses for Class C Travel, except for:
 - Fuel reimbursement when using a City vehicle
 - Mileage when the use of a personal vehicle, not covered by a car allowance, is used when a City vehicle is not available; and,
 - Lunch when food is not provided by the sponsoring event.
 - Tolls when incurred for City business purposes

III. Policy Procedural Guide

- Authorization: All travel must be approved in accordance with this procedural guide prior to the travel event.

- An attestation of the availability of funds on the Travel Request Form must be documented. The Financial Services Department must attest to the availability of funds for all requests.
 - The following is the approval hierarchy for travel approval.
 - Department Director for their staff
 - City Manager, or designee, for Department Directors, City Attorney, and City Auditor.
 - Mayor for City Manager
 - City Manager for Mayor and City Commissioners
 - International travel shall follow the aforementioned authorization. All international travel shall also require the approval of the City Commission by majority vote.
 - In order to receive authorization, all sections of Travel Request Form must be completed.
 - Travelers who do not follow this procedural guide may be personally responsible for incurred expenses and/or be subject to disciplinary action.
- A. Purpose of Travel**– Travelers are required to provide a thorough description of the purpose of the travel request, including how the travel will benefit the City and serve a public purpose. *(The Conference Agenda and/or itinerary must be attached)*
- B. Travel Estimate and Funds Availability**– All proposed travel expenses will be evaluated for reasonableness and beneficial value to the City and for verification of the availability of funding source(s). Below is an overview of expenses and how they are treated.

C. Reasonable and Acceptable Expenses:

Reasonable and acceptable expenses are for Travelers only - the City will not reimburse or pay for any expenses not incurred directly for and by a Traveler on behalf of the City. Examples of unauthorized expenses are those expenses for the Traveler’s spouse, other family members, and/or guests.

Examples of acceptable or qualifying expenses include the Traveler’s registration for workshops, seminars, training, and professional development; the Traveler’s lodging at single occupancy rate; the Traveler’s transportation and food; and the Traveler’s sundry travel expenses such as parking, tolls, public transportation (buses, trains, taxis, ride shares including Lyft and Uber, shuttles, and rental cars), and baggage fees. All travel expenses must be City-business related. Furthermore, all qualifying expenses must be documented by a vendor’s itemized receipt (except where specifically allowed herein).

All travel expenses should be based on the Traveler’s point-of-origin for the travel, which shall be either the Traveler’s residence or place of work depending on which destination the Traveler begins his or her travel and ends the travel.

D. Lodging

Lodging will be paid/reimbursed in the following manner:

1. For travel to conferences exceeding one day and beyond 50 miles from the Traveler's point-of-origin, lodging will be paid on an actual cost basis at the single-occupancy rate, and its expense must be substantiated by a copy of the receipt.

2. Only standard room rates will be paid by the City if available. Any upgrades such as: suites, preferred rooms, etc., will not be paid by the City.

3. The City will not reimburse for taxes paid on lodging within State of Florida. It is each Traveler's responsibility to provide the lodging vendor with a copy of the City's Tax-Exemption Certificate in advance of travel and at time of check-in, and ensure that no state taxes are charged. Each Traveler should obtain a copy of the City's Tax-Exemption Certificate from the City's Finance Office. Lodging taxes for outside of State of Florida will be paid by the City.

E. Meals & Incidental Expenses

Travelers will be given a per-diem allowance while on City travel as follows:

1. The amount of the allowance for meals and incidentals paid to Travelers will follow the maximum federal per diem rates as established by the General Services Administration (GSA), and set forth in the Federal Register at www.gsa.gov for the location of the travel. The allowance will be paid without the necessity of receipts being maintained.

Full daily per-diem allowance will be given for Class A and Class B travel. For Class C travel, lunch will be reimbursed using lunch per-diem allowance using GSA rates.

2. For travel requiring an overnight stay, departing and returning travel days will be paid at the rate of 75% of the applicable per diem allowance as established by the General Services Administration (GSA). In the case travel is for two days with overnight stay, first day will be paid at 75% of the applicable per diem allowance and second day at full per diem allowance.

3. No Traveler will be reimbursed for any meal included in a convention, conference, or training registration fee paid by the City, even if the Traveler chooses not to take advantage of the provided meal. Notwithstanding the foregoing, if a Traveler has special dietary requirements not accommodated by the event or other specific circumstances where the Traveler was unable to accept the provided meal, the City Manager may approve reimbursement for such meal. Special dietary requirements or specific situation shall be noted on Travel Request Form. The value of meals included in the convention, conference, or registration fee will be deducted from the per-diem amount using meal rates established by the General Services Administration (GSA) (e.g., if lunch is provided by the conference, lunch rate using GSA rate for lunch will be deducted from the daily per-diem rate).

4. Federal travel regulations and the IRS define "incidental expenses" as fees and tips given to porters, waiters, baggage carriers, hotel staff, and staff on ships. Since these expenses are reimbursed under the per-diem allowance, they are not reimbursable as a separate, miscellaneous travel expense.

E. Transportation

Transportation for a City business event shall be by the most economical means, keeping in mind the nature of the business, the most efficient and economical means of travel, the number of persons making the trip, and the amount of equipment to be transported. Transportation must be by the most direct route. If a Traveler travels by an indirect route, or by any preferred class, for his/her own convenience, any extra cost shall be borne by the Traveler.

Transportation expenses are paid on an actual cost basis which must be substantiated by copy of the receipt. Mileage reimbursement, however, is paid at the standard mileage rate, in effect on the date(s) of travel,

established by the Internal Revenue Service. The City shall pay for ride share options and public transportation when incurred as a necessary expense associated with the event, including to/from an event.

1. Air Transportation.

When traveling by airline, the City will pay for the coach fare only. Travelers shall search for the most economic airfare available using direct flights and book air fares early to avoid paying additional fees. Travelers shall be entitled to one checked bag unless the duration of the trip and/or need for formal attire require a second check-in bag. Second check in bag requirement shall be approved as an exception prior to travel.

2. Vehicle Transportation

The City vehicle may be used for travel if available. If the Traveler receives a monthly car allowance, they shall use their personal vehicle unless the request is for out-of-state travel or if traveling more than 500 miles round trip within the State of Florida calculated from Traveler's point-of-origin .

For those Travelers who do not receive a car allowance, they can either use a City vehicle, public transportation, or their personal vehicle. If a City vehicle is used, fuel is eligible for reimbursement when following the appropriate City procedures. If a personal car is used and is not covered as part of a car allowance, the mileage reimbursement will equal the IRS permissible rate at the time of travel. The mileage request must be documented using Google maps, or a similar application, identifying the starting point-of-origin of the Traveler travel to the event destination and the end point-of-origin of travel for the total mileage amount. The City will not reimburse for additional mileage unless it is necessary to, and associated with, the City business travel.

3. Rental Vehicles

If a rental car is necessary for traveling, the City will only authorize reimbursement for the most economic and reasonable vehicle available and which is suitable for business use, distance of travel, and number of City business occupants. Any upgrades, fees for additional occupants, and any penalties and/or violations associated with operating a vehicle (e.g., parking or moving violations) are the sole responsibility of the Traveler and the City will not reimburse for the same.

The rental agreement must clearly show the date and the points of departure/arrival, as well as, the total cost and must include all insurance details. Travelers shall purchase collision damage and loss damage coverage, and the supplemental coverage (both third-party liability and auto physical damage), especially on out-of-state travel. All Travelers must strictly adhere to the rental agreement requirements and follow all of the restrictions. Copies of receipts are required.

Travelers are responsible for fees and/or penalties for not complying with the rental agreement (e.g., additional charges or penalties associated with not filling the gas tank prior to returning the rental vehicle).

4. Transportation Fees

Parking fees, tolls, and other incidental costs associated with the Traveler's vehicle will be covered when incurred for the trip. Such costs will not be covered for personal use made during the time of travel, such as when incurred on a personal excursion.

G. Non-Reimbursable Expenses

Reimbursable expenses must be for City business purposes and cannot be for personal reasons. Examples of non-reimbursable and personal expenses, include, but not limited to, are:

- Laundry & Dry Cleaning
- Entertainment, (e.g., movies, books, magazines, newspapers)
- Alcohol, tobacco, flowers
- Personal articles such as clothing, haircuts, personal grooming
- Personal telephone calls
- TSA Pre-Check or similar programs and priority airline boarding
- Preferred and upgraded seating on airplane
- Excess luggage in addition to the cost of one checked bag covered for each travel or oversize or overweight bag fees
- If the Traveler adds vacation time to an approved trip, any cost differentials in airfare, car rental, or lodging must be identified on the Travel Request and Authorization Form and documented.
- The City will not pay or reimburse for any expenses not directly associated with the Traveler's official City travel or personal expenses.
- Costs incurred by the Traveler's failure to cancel travel or hotel reservations timely are the Traveler's sole responsibility and will not be reimbursed by the City. Notwithstanding the foregoing, if a Traveler is forced to make an untimely cancellation due to sudden illness, family emergency, weather, Act of God scenarios, City business conflict, or other similar exigent circumstances, the City Manager may approve such cancellation costs.

H. Taxes. The City will not reimburse for taxes that should have been exempted due to the Traveler traveling on official city business; therefore, Travelers are encouraged to use the City's tax exemption information at all times and always for lodging. Copies of the City's Tax Exemption Certificate are available at the City's Finance Services Department. The City will reimburse for the taxes if the expenses occurred outside the State of Florida. City Manager shall approve any exception to this requirement.

I. Prepayments Requests – The City will allow prepayments for advance per-diem, registration fees, lodging, and airfare. ***Upon the necessary approvals enumerated above***, these expenses may be paid via city P-Card or the accounts payable process. No air, lodging, registration, or other expenses can be charged to a procurement card until the travel approval process has been completed.

Receipts are required for all pre-payments except for per diem payments. If receipts are not provided, associated payments will be disallowed.

If any prepayments are to be made through the accounts payable process, then the department should process the request based on the appropriate accounts' payable procedures and must include the fully executed Travel Request Form as part of the accounts payable request and documentation.

If a City Purchasing Card is used for any travel expense, copies of receipts are required for all expenditures. City Purchasing Card shall not be used for meals during the travel. Furthermore, the Traveler is responsible for strictly adhering to all relevant Purchasing Card policies and procedures.

The City will not prepay any personal expenses with the intention of being "repaid" at a later time.

J. Travel Request Form

The Travel Request Form shall be used for each travel separately and must be approved prior to travel occurring. The Travel Request Form shall identify all the expenses associated with the particular travel that did occur and to reconcile activity with required documentation.

If pre-payment is required, the approved Travel Request Form shall be submitted to Financial Services Department a minimum of two (2) weeks prior to travel.

For regular reimbursements, the Travel Request Form shall be submitted within 45 days after completion of the travel.

If a Travel Request Form is submitted after 45 days of travel completion or arrives past the fiscal year closure, City Manager approval will be required to process the reimbursement.

K. Documentation Requirements:

To validate expenditures, all activity must be documented/supported by a detailed, itemized vendor receipt reflecting goods and services provided (except as may be otherwise authorized herein). A credit card receipt does not suffice for this purpose unless the vendor invoice is unavailable (e.g., certain parking, toll fees, and travel-related incidentals).

Unauthorized and/or nondocumented expenditures will not be reimbursed to the Traveler. If the Traveler uses a City Credit/Purchasing Card during travel, they are responsible for following all appropriate procedures.

If unauthorized or nondocumented expenditures are paid by Purchasing Card, the expense shall be promptly, within one pay-cycle, reimbursed by the Traveler either as a Traveler authorized withholding from pay or by direct payment by the Traveler.

In order to provide a suitable audit trail, copies of approved Travel Request Forms with supporting receipts for expenses shall be retained by the Financial Services Department, applicable department for the Traveler, and by the Traveler.

While the City's Financial Services Department has the responsibility to validate expenditure and reimbursement requests and to maintain these files, it is the responsibility of the Traveler's applicable department to provide all required information on a timely basis.

If situations arise that are not addressed in this procedural guide, the City Manager may provide guidance.

Attachment: Travel Request Form

- Section I: Purpose & Benefit of Travel
- Section II: Cost Estimate and Attestation of Funds Availability
- Section III: Prepayment
- Section IV: Reimbursement

Revision Date: xx/xx/2023

Effective Date: xx/xx/2023

City of Lake Worth Beach – Travel Request Form

Traveler Name: _____
Department / Division _____

Travel Dates:
Departure Date: _____ Return Date: _____

Destination (City/State Required) _____

Section I – Purpose & Benefit of Travel; attach conference agenda / itinerary:

Purpose of Travel: _____
Define City Benefit: _____

Section II – Cost Estimate and Attestation of Funds Availability:

Event Related Fees	_____	Event / conference brochure/itinerary required
Lodging Cost	_____	(include reservation details, hotel confirmation, etc)
Estimated travel cost	_____	(include airfare fee, mileage, additional expected expenses)
Per-Diem	_____	(www.gsa.gov for per-diem rates for travel location)
Estimated Total:	_____	Date: _____
GL Account:	_____	

The Traveler attests below that this Travel Request Form, including amounts submitted for reimbursement, is true and correct and that the expenses itemized were both incurred and necessary.

Traveler Signature: _____

Department Director Approval: _____ Date: _____

Finance Approval: _____ Date: _____

City Manager Approval: _____ Date: _____
(City Manager approval required for Department Directors, City Commissioners, Board Members)

Section III – Prepayments

(Approved request shall be turned in 2 weeks prior to travel to ensure timely payment)

Event Fees _____ (receipt required)

If Event Meal Provided: Less: _____ (www.gsa.gov)

Special Dietary Requirement or Other Exception: _____

Breakfast # _____ Lunch# _____ Dinner # _____
(provide number of each meal provided by Event)

Lodging _____ (receipt required)

Airfare _____ (receipt required)

Per-Diem _____

(www.gsa.gov - 1st and last day of travel 75% per diem, if 2 day travel 1st day is at 75%, 2nd at 100%. Class C, lunch per-diem provided)

Total Prepayment Requested: _____ Total Approved: _____

Finance Approval: _____ Payment Date: _____

(Purchase Order required for check payment for advance)

Section IV – Reimbursement

(only unpaid expenses are to be listed below, receipts required for all expenses except per-diem)

Expense Category	Requested	Finance adjustment if any:
Event Fees : _____ Less meals provided: _____ Breakfast # _____ Lunch# _____ Dinner# _____ <i>(provide number of each meal provided by Event, cost per meal at www.gsa.gov)</i>		
Lodging		
Airfare		
Baggage		
Per-Diem (<i>www.gsa.gov - 1st and last day of travel 75% per diem, if 2 day travel 1st day is at 75%, 2nd at 100%. Class C lunch per-diem provided</i>)		
Shuttle, Taxi, Uber, etc.		
Parking		
Tolls		
Rental Car		
Gas		
Mileage (Google map mileage x 2 = _____ miles) x IRS rate		
Other Expenses: specify:		
	Total Requested:	Total Approved:

Finance Approval: _____ Date: _____

(Purchase Order required for payment)

STAFF REPORT REGULAR MEETING

AGENDA DATE: December 5, 2023

DEPARTMENT: City Attorney

TITLE:

Agreement with the Law Firm of Ward Damon

SUMMARY:

Engagement of an Attorney to look into allegations made at the Commission's November 7, 2023 meeting

BACKGROUND AND JUSTIFICATION:

At the November 7, 2023 Commission meeting, statements were made by Commissioner Malega regarding Vice Mayor McVoy and his interactions with City Manager Davis. Based on those comments, and in accordance with the Personnel Policies of the City, I am requesting that Attorney Jeff Pheterson of the Law Firm of Ward Damon, be engaged to look into the allegations that were made at that meeting. An Agreement for the Firm which has a cap of \$25,000.00, is attached.

MOTION:

Motion to approve/disapprove the Agreement for Legal Services with Ward Damon

ATTACHMENT(S):

Fiscal Impact Analysis
Agreement for Legal Services

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Inflows/Revenues					
Appropriated (Budgeted)	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/Expenditures					
Appropriated (Budgeted)	\$25,000	0	0	0	0
Operating	0	0	0	0	0
Capital	0	0	0	0	0
Net Fiscal Impact <i>(If not budgeted)</i>	0	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

Contract Award - Existing Appropriation (Budgeted)	
	Expenditure
Department	General Fund
Division	City Attorney
GL Description	Professional Services/ Legal
GL Account Number	001-1110-514.31-10
Project Number	N/A
Requested Funds	\$25,000
Remaining Balance	\$563,000
Source of Revenue (i.e. Paygo. Current Revenue, Bond Money, Grants, etc.)	Current Revenues

**CITY OF LAKE WORTH BEACH
STANDARD AGREEMENT FOR LEGAL SERVICES**

This Standard Agreement (“Agreement”) is made as of the _____ day of _____, 2023, by and between the **City of Lake Worth Beach**, a Florida Municipal Corporation, whose mailing address is 7 North Dixie Highway, Lake Worth Beach, Florida 33460 (“City”) and **Ward Damon P.L.**, whose local mailing address is 4420 Beacon Cir, West Palm Beach, FL 33407 (“Law Firm”).

In consideration of the mutual promises contained in this Agreement, the City and Law Firm agree as follows:

SECTION 1 – SCOPE OF SERVICES AND TERM

1.1 The City engages the Law Firm to provide legal representation to the City. Specifically, the City engages Jeff Pheterson, Esq., of the Law Firm to provide legal services for an hourly fee of \$375.00. The legal services to be provided are generally related to assisting the City with regards to specific legal services as assigned by the City. However, the parties reserve the right to expand the scope of this Agreement for legal services on an as-needed basis. The term of this Agreement shall be open-ended without a term with the parties retaining the right to terminate upon written notice to the other party. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination.

SECTION 2 – REMEDIES

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

SECTION 3 – WAIVER OF JURY TRIAL AND ENFORCEMENT COSTS

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

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

SECTION 4 - AUTHORITY TO PRACTICE

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

SECTION 5 – SEVERABILITY

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

SECTION 6 - PUBLIC ENTITY CRIMES AND SCRUTINIZED COMPANIES

6.1 As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the Agreement, Law Firm certifies that it, its affiliates, suppliers, subcontractors and any other contractors 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.

6.2 As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into this Agreement, the Law Firm certifies that it is not participating in a boycott of Israel. The City and the Law Firm agree that the City will have the right to terminate this Agreement if the Law Firm is found to have been placed on the Scrutinized Companies Boycott Israel List or is engaged in a boycott of Israel.

SECTION 7 - ENTIRETY OF CONTRACTUAL AGREEMENT

7.1 The City and Law Firm agree that this Agreement sets 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 this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 8 – WAIVER

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

SECTION 9 – COMPLIANCE

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

SECTION 10 – EFFECTIVENESS AND PALM BEACH COUNTY IG

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

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

SECTION 11 – INDEPENDENT CONTRACTOR

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

SECTION 12 –COMPENSATION AND INVOICING

12.1 The City shall compensate the Law Firm on as set forth in Paragraph 1.1 above. This Agreement shall not exceed Twenty-Five Thousand Dollars (\$25,000) unless a written amendment hereto is approved by the City Commission.

12.2 The Law Firm shall render monthly invoices to the City for services that have been rendered in conformity with this Agreement in the previous month. Invoices will normally be paid within thirty (30) days following the City's receipt of the Law Firm's invoice.

12.3 All invoices must be submitted to the City Attorney at 701 Northpoint Parkway, Suite 209, West Palm Beach, FL 33407 and to the Finance Department, 7 North Dixie Highway, Lake Worth, FL 33460, on a monthly basis for review and approval prior to payment. Invoices should be itemized to specifically and concisely identify each task performed and should reflect the actual time spent on each task, using 1/10 of an hour increments. The City does not accept grouping of activities or "block billing." Each task must be billed separately and each billing entry must be sufficiently descriptive so that it can be determined exactly what professional service was provided and the appropriateness of the related time charge can be assessed. Additionally, the personnel who perform each task must be specified together with their hourly rate. Any other type of billing or timekeeping, which allows compensation for time not actually spent by the Law Firm, is not permitted by the City.

12.4 The City will reimburse the Law Firm for any out-of-pocket expenses, including, but not limited to, filing fees, long distance telephone charges, postage charges, courier fees, outside printing, photocopying, court reporting and transcription fees. Payment for some of these fees is outlined more specifically below.

- (a) In-house photocopying will be paid at the rate of ten cents (.10) per page. (It would be helpful if each invoice specified the number of copies for which reimbursement is sought).
- (b) The City will not pay for local facsimile transmissions.
- (c) Long distance telephone calls must state the number of calls, date, length of call, and per minute cost.
- (d) Any travel, per diem, mileage, or meal expenses, which may be reimbursable, must be approved in advance (orally) and will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.
- (e) The City does not pay for local travel (within Palm Beach County), including, but not limited to, Law Firm's time for such local travel and/or reimbursement for meals.
- (f) For all disbursements, the City requires copies of paid receipts, invoices, or other documentation acceptable to the City of Lake Worth Finance Department. Such documentation must be sufficient to establish that the expense was actually incurred and necessary in the performance of legal services provided.
- (g) The City will not be responsible for the cost of any computerized legal research service that the Law Firm receives on a fixed or "flat fee" basis. For payment of computerized research on a "per minute" basis, the City requires copies of transaction reports indicating the total time for each research session, the charge per minute, and a brief description of the issues researched. Any extensive research project (research in excess of three hours whether said research is performed during one session or over several sessions or which is likely to exceed \$300) must

be discussed with and approved in advance. Since assignments are made to Law Firms which have been selected for their expertise in particular areas of law, the City will not pay for research that is routine in nature. The City will pay only for updating and Sherardizing existing research and/or fact specific research.

SECTION 13 - INSURANCE

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

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

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

SECTION 14 – PUBLIC RECORDS

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

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

public records upon completion of the Agreement, the Law Firm 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 THE LAW FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LAW FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT (561) 586-1660, MCOYNE@LAKEWORTHBEACHFL.GOV, or 7 NORTH DIXIE HIGHWAY, LAKE WORTH BEACH, FL 33460.

IN WITNESS WHEREOF, the parties hereto have caused this Standard Agreement for Legal Services to be executed as of the day and year set forth above.

CITY OF LAKE WORTH BEACH

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, MMC, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Yannick Ngendahayo, Financial Services Director

WARD, DAMON P.L.

By: _____
I. Jeffrey Pheterson
Partner

[Corporate Seal]